

KERELA STATE ELECTRICITY REGULATORY COMMISSION

PETITION NO. OF 2022

IN THE MATTER OF:

PETITION UNDER SECTION 86 OF THE ELECTRICITY ACT, 2003 READ WITH THE PROVISIONS OF THE KERALA STATE ELECTRICITY REGULATORY COMMISSION (RENEWABLE ENERGY AND NET METERING) REGULATIONS, 2020 FOR APPROVAL OF THE POWER PURCHASE AGREEMENT FOR THE 8 MW SMALL HYDEL PROJECT DEVELOPED BY M/S ANAKAMPOIL POWER PRIVATE LIMITED AT CHALIAR BASIN AT KOZHIKODE DISTRICT.

AND IN THE MATTER OF:

M/s Anakampoil Power Private Limited
Plot No. 304-L-III, 3rd Floor
Road No 78, Jubilee Hills
Hyderabad - 96

...PETITIONER

VERSUS

Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695004

...RESPONDENT

INDEX

Serial No.	Particulars	Page Nos.
1.	Petition under Section 86 of the Electricity Act, 2003 read with the provisions of the Kerala State Electricity Regulatory Commission (Renewable Energy and Net Metering) Regulations, 2020 for approval of the Power Purchase Agreement for the 8 Mw Small Hydel Project Developed by M/s Anakampoil Power	<u>1-29</u>

Private Limited at Challar Basin At Kozhikode
District

2. **Annexure P-1** **30-263**
A copy of Request for Proposal dated
30.07.2013
3. **Annexure P-2** **264-**
A copy of order dated 21.07.2014 issued by **268**
Power Department, Government of Kerala
4. **Annexure P-3** **269-**
A copy of letter of allotment dated 29.07.2014 **275**
issued by Respondent No. 2
5. **Annexure P-4** **276-**
A copy of Implementation Agreement dated **328**
16.01.2015
6. **Annexure P-5** **329-**
A copy of order dated 25.03.2015 according **330**
approval to Techno Economic Feasibility Report
7. **Annexure P-6 (Colly)** **331-**
A copy of the letter dated 21.12.2020 and **343**
15.07.2021 issued by KSEBL
8. **Annexure P-7** **344-**
A copy of the order dated 20.07.2018 passed by **354**
this Hon'ble Commission in OP No. 2/2018
9. **Annexure P-8** **355-**
A copy of the letter dated 16.03.2019 by the **356**
Petitioner to KSEBL
10. **Annexure P-9** **357-**
A copy of KSEBL's email dated 23.03.2019 **368**
11. **Annexure P-10** **369**
A copy of the letter dated 29.05.2019 by the
Petitioner to KSEBL

12. **Annexure P-11** **370**
A copy of KSEBL's letter dated 09.08.2019 to the Petitioner
13. **Annexure P-12** **371-**
372
A copy of the Petitioner's letter dated 31.08.2019 to KSEBBL
14. **Annexure P-13** **373-**
374
A copy of the Petitioner's letter dated 04.12.2019 to KSEBL
15. **Annexure P-14** **375-**
376
A copy of the letter dated 13.01.2020 by KSEBL to the Petitioner
16. **Annexure P-15 (Colly)** **377-**
434
Copies of the letters dated 06.02.2020, 18.03.2020, 16.04.2020, 02.05.2020, 19.10.2020, 22.10.2020, 30.10.2020, 25.11.2020, 09.12.2020, 18.12.2020, 24.12.2020, 05.01.2021, 11.02.2021, 15.02.2021, 20.03.2021, 04.05.2021, 14.05.2021 and 21.05.2021 exchanged between the parties
17. **Annexure P-16** **435**
A copy of the letter dated 12.08.2021 along with the initialled power purchase agreement
18. **Annexure P-17** **436**
A copy of the letter dated 30.10.2021
19. **Annexure P-18 (Colly)** **437-**
448
A copy of the Petitioner's letter dated 01.11.2021 along with the initialled power purchase agreement dated 12.08.2021
20. **Annexure P-19** **449-**
450
A copy of the order dated 20.08.2018 passed by this Hon'ble Commission in OA No. 13/2018

21. **Annexure P-20**

A copy of Ministry of Power order dated
28.06.2019

451-452

22. Board Resolution & Vakalatnama

453-459

THROUGH



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DATE: 31.01.2022

KERELA STATE ELECTRICITY REGULATORY COMMISSION**PETITION NO. OF 2022****IN THE MATTER OF:**

PETITION UNDER SECTION 86 OF THE ELECTRICITY ACT, 2003 READ WITH THE PROVISIONS OF THE KERALA STATE ELECTRICITY REGULATORY COMMISSION (RENEWABLE ENERGY AND NET METERING) REGULATIONS, 2020 FOR APPROVAL OF THE POWER PURCHASE AGREEMENT FOR THE 8 MW SMALL HYDEL PROJECT DEVELOPED BY M/S ANAKAMPOIL POWER PRIVATE LIMITED AT CHALIAR BASIN AT KOZHIKODE DISTRICT.

AND IN THE MATTER OF:

M/s Anakampoil Power Private Limited
Plot No. 304-L-III, 3rd Floor
Road No 78, Jubilee Hills
Hyderabad – 96

...PETITIONER**VERSUS**

Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram – 695004

...RESPONDENT

PETITION FOR APPROVAL OF POWER PURCHASE AGREEMENT UNDER SECTION 86 OF THE ELECTRICITY ACT, 2003 READ WITH THE PROVISIONS OF THE KERALA STATE ELECTRICITY REGULATORY COMMISSION (RENEWABLE ENERGY AND NET METERING) REGULATIONS, 2020

MOST RESPECTFULLY SHOWETH:

1. The Petitioner i.e., M/s Anakampoil Power Private Limited is a company registered under Companies Act, 2013 having its registered office at Plot No. 304-L-III, 3rd Floor, Road No 78, Jubilee Hills

Hyderabad – 96. The Petitioner is a generating company under Section 2(28) of the Electricity Act, 2003 (hereinafter referred to as the 'Act'). The Petitioner has commissioned a SHP with installed capacity of 8 MW at Chaliar basin at Kozhikode, Kerala and achieved its commercial operation on 14.07.2021.

2. The Respondent, the Kerala State Electricity Board Ltd. (hereinafter referred to as the 'Respondent/KSEBL'), is the successor entity of Kerala State Electricity Board (KSEB) which was constituted by the Government of Kerala, as per order no. EL1-6475/56/PW dated 7-3-1957 of the Kerala State Government, under the Electricity (Supply) Act, 1948 for carrying out the business of Generation, Transmission and Distribution of electricity in the State of Kerala.
3. The Small Hydro Promotion Cell, Power Department, Government of Kerala (hereinafter referred to as 'GoK') issued a Request for Proposal dated 30.07.2013 (hereinafter referred to as the 'RfP') for development of sixty-two (62) small hydro projects on Build, Own, Operate and Transfer (BOOT) basis for a period of 30 years from qualified bidders who had participated in the Request for Qualification bid No. SHPC/RFQ/1/13. The Petitioner was successful in the bid for one of the 62 Small Hydro Power Projects, namely, the 6.75MW Anakampoil project on BOOT basis for a period of 30 years.

A copy of Request for Proposal dated 30.07.2013 has been annexed herewith and marked as **ANNEXURE P-1**.

4. It is pertinent to mention herein that the in terms of Clause 1.1.6 of the Request for Proposal, pursuant to the bidding process, all the successful bidders would be required to execute an Implementation Agreement with GoK, Power Purchase Agreement in case of Independent Power Producer (IPP) with KSEB/Buyer and Power Wheeling Agreement in case of Captive Power Plant (CPP) with KSEB and perform the obligations as stipulated therein, in respect of each of the respective Projects. Clause 1.1.6 of the Request for Proposal has been reproduced hereinbelow for ready reference of this Hon'ble Commission:

"1.1.6 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document ("Evaluation Methodology") in order to identify the successful Bidder/s for the Project/s ("Successful Bidder/s"). The Successful Bidder/s would be required to enter into an Implementation Agreement with GoK, Power Purchase Agreement in case of IPP with KSEB/Buyer and Power Wheeling Agreement in case of CPP with KSEB and perform the obligations as stipulated therein, in respect of each of the respective Projects."

[underline supplied]

5. Pursuant to the bidding process, Power Department, Government of Kerala vide its order dated 21.07.2014 being Ref No. G.O.(Ms) No.

23/2014/PD allotted 25 Small Hydro Projects to private developers amongst which the Petitioner was one of the allottees for a capacity of 6.75MW. The same was conveyed to the Petitioner by Energy Management Centre vide a Letter of Allotment dated 29.07.2014 bearing ref no. EMC/SHPC/SHP/BOOT/LOA/1.

A copy of order dated 21.07.2014 issued by Power Department Government of Kerala has been annexed herewith and marked as **ANNEXURE P-2.**

A copy of letter of allotment dated 29.07.2014 issued by Energy Management Centre has been annexed herewith and marked as **ANNEXURE P-3.**

6. Thereafter, in consonance with the terms of Request for Proposal, the Petitioner executed a firm Implementation Agreement dated 16.01.2015 with Government of Kerala for 6.75MW Anakampoil SHP Project.

A copy of Implementation Agreement dated 16.01.2015 has been annexed herewith and marked as **ANNEXURE P-4.**

7. Power Department, Government of Kerala vide its order dated 25.03.2015, being G.O. (Ms) No. 10/2015, accorded its approval to Techno Economic Feasibility Report and also enhanced the capacity from 6.75 MW to 8 MW, as sought by the Petitioner. The said

enhancement is on the allottee's risk and cost, being permitted under Kerala Small Hydro Policy 2012.

A copy of order dated 25.03.2015 according approval to Techno Economic Feasibility Report has been annexed herewith and marked as **ANNEXURE P-5**.

8. The Project was synchronised and commissioned on 17.12.2020 with the grid. KSEBL by its letter dated 21.12.2020 confirmed the synchronisation. Further, based on the recommendation of KSEBL constituted Coordination Committee, KSEBL, vide their letter dated 15.07.2021, recommended to declare the COD for the Project effective from 14.07.2021.

A copy of the letter dated 21.12.2020 and 15.07.2021 issued by KSEBL is annexed herewith and marked as **ANNEXURE P-6 (Colly)**

9. On or around 09.11.2017, the Petitioner filed a petition, being OP No. 2/2018, before this Hon'ble Commission seeking, *inter alia*, the following relief:

(a) Direct the KSEBL to forthwith execute the PPA with the Petitioner in terms of the RFP and the bidding documents;

...

10. This Hon'ble Commission by an order dated 20.07.2018 decided OP No. 2/2018 and held as follows:

Order of the Commission

19. The Commission after duly examining the petition filed by M/s Anakampoil Power Private Ltd, the counter argument of the respondent KSEB Ltd, and other documents placed before it, hereby orders that,

(i) The respondent KSEB Ltd has confirmed their willingness to purchase power from the 8 MW SHP developed by the petitioner at the tariff and terms and conditions as decided by this Commission, the first prayer of the petitioner is answered in the affirmative.

...”

A copy of the order dated 20.07.2018 passed by this Hon'ble Commission in OP No. 2/2018 is annexed herewith and marked as

ANNEXURE P-7

11. The Petitioner by a letter dated 16.03.2019 informed KSEBL that the project is expected to be commissioned by May' 2019. Accordingly, the Petitioner requested KSEBL for initiating the process of execution of the Power Purchase Agreement, at the earliest.

A copy of the letter dated 16.03.2019 by the Petitioner to KSEBL is annexed herewith and marked as **ANNEXURE P- 8**

12. Thereafter the draft PPA was shared by KSEBL with the Petitioner under an email dated 23.03.2019. However, as the draft PPA shared by KSEBL was at variance with the tender documents, the Petitioner by its letter dated 29.05.2019 provided its observation/ comments on the draft PPA to KSEBL.

A copy of KSEBL's email dated 23.03.2019 is annexed herewith and marked as **ANNEXURE P-9**

A copy of the letter dated 29.05.2019 by the Petitioner to KSEBL is annexed herewith and marked as **ANNEXURE P-10**

13. KSEBL by a letter dated 09.08.2019 responded to the Petitioner's letter stating that the changes/modifications suggested by the Petitioner were not acceptable to it.

A copy of KSEBL's letter dated 09.08.2019 to the Petitioner is annexed herewith and marked as **ANNEXURE P-11**

14. The Petitioner immediately, by its letter dated 31.08.2019, responded and informed KSEBL that the modifications proposed by it were only to align the draft PPA with the model PPA enclosed in the tender no. SHPC/RFP 2/13, dated 30.07.2013, in accordance with which the project was awarded to the Petitioner. The Petitioner further informed KSEBL that this effort was made only with a view to comply with PFC's lending requirement as the bankability of the project was done strictly on the basis of the tender floated by GOK. The project was at an advanced stage of implementation and accordingly the Petitioner requested KSEBL to initiate the process of approval of PPA by this Hon'ble Commission, at the earliest.

A copy of the Petitioner's letter dated 31.08.2019 to KSEBBL is annexed herewith and marked as **ANNEXURE P-12**

15. The Petitioner by another letter dated 04.12.2019 informed KSEBL that the project is expected to be commissioned around mid-December' 2019 and accordingly, requested the latter to approve the draft PPA for the purposes of filing it before this Hon'ble Commission for necessary regulatory approval.

A copy of the Petitioner's letter dated 04.12.2019 to KSEBL is annexed herewith and marked as **ANNEXURE P-13**

16. KSEBL, however, by its letter dated 13.01.2020 stated that the draft PPA which was part of tender no. SHPC/RFP 2/13 was only a reference document and the terms and conditions of the draft PPA format shared with the Petitioner is similar to the PPAs being approved by this Hon'ble Commission. Accordingly, KSEBL stated that it cannot follow a different format.

KSEBL, vide the said letter further informed the Petitioner that only project specific deviations can be made in the PPA format already furnished by KSEBL, and that apart, the other changes/ modifications suggested by the Petitioner cannot be accepted/ effectuated in the draft PPA in view of its reasons cited therein.

A copy of the letter dated 13.01.2020 by KSEBL to the Petitioner is annexed herewith and marked as **ANNEXURE P-14**

17. Thereafter, various letters were exchanged between the parties and also Power Finance Corporation the lender, on the subject.

Copies of the letters dated 06.02.2020, 18.03.2020, 16.04.2020, 02.05.2020, 19.10.2020, 22.10.2020, 30.10.2020, 25.11.2020, 09.12.2020, 18.12.2020, 24.12.2020, 05.01.2021, 11.02.2021, 15.02.2021, 20.03.2021, 04.05.2021, 14.05.2021 and 21.05.2021 exchanged between the parties are annexed herewith and marked as

ANNEXURE P- 15(Colly)

18. After exchange of the aforesaid correspondences, the parties have been able to resolve most issues relating to the Power Purchase Agreement. However, a few issues still remain unresolved between the parties which is described in subsequent Paras.
19. Upon further deliberations, the parties arrived at the mutual understanding that the unresolved issue would be taken up with this Hon'ble Commission, at the time of approval of PPA.
20. Subsequently, KSEBL by a letter dated 12.08.2021, sent an initialled power purchase agreement to the Petitioner, without addressing the pending unresolved issues. Furthermore, KSEBL directed the Petitioner to approach this Hon'ble Commission for approval of provisional tariff.

A copy of the letter dated 12.08.2021 along with the initialled power purchase agreement is annexed herewith and marked as **ANNEXURE**

P- 16

21. The Petitioner by its letter dated 27.10.2021 submitted the invoices for energy generated from 17.12.2020 to 30.09.2021 as per the interim order dated 25.10.2021 passed by this Hon'ble Commission in OP No. 1/2021.
22. Thereafter, KSEBL by a letter dated 30.10.2021 informed the Petitioner that no payments towards power purchase shall be processed till the Petitioner signs the initialled power purchase agreement dated 12.08.2021.
- A copy of the letter dated 30.10.2021 is annexed herewith and marked as **ANNEXURE P-17**
23. It is pertinent to mention herein that the Petitioner was generating and supplying power to KSEBL w.e.f. 17.12.2020, without any payments. Accordingly, the Petitioner initialled the power purchase agreement for getting the interim payment and sent a copy to KSEBL, under a cover letter dated 01.11.2021. Subsequently, KSEBL released the payment of Rs. 5.84 Crore on 15.11.2021 against the invoices submitted on 27.10.2021, after deducting the rebate and the same was informed by KSEBL by its letter dated 15.11.2021.
- A copy of the Petitioner's letter dated 01.11.2021 along with the initialled power purchase agreement dated 12.08.2021, are annexed herewith and marked as **ANNEXURE P-18 (Colly)**.

24. The remaining unresolved issues are hereunder :-

24.1 Must run status

KSEBL by its letters dated 30.10.2020 and 20.03.2021, in-principle agreed that being a renewable energy project, Anakampoil power plant shall be treated as "MUST RUN" but it has not included this clause in the initialled PPA. The Petitioner humbly submits that in order to avoid any ambiguity and potential dispute in future, express incorporation of this provision in the PPA is required as per Regulation 38 (1) of the KSERC (Renewable Energy and Net Metering) Regulation, 2020 (hereinafter referred to as the "**KSERC Regulation, 2020**"), which provides as under:

38. Principles for the dispatch for Electricity Generated from Renewable Energy Sources-

(1) All the renewable energy power plants, unless and otherwise exempted, shall be treated as 'MUST RUN' power plants and shall not be subjected to 'Merit order Dispatch' principles.

24.2 Applicable tariff:

The Petitioner humbly submits that the Tariff for the power generated from the Project shall be project specific tariff as determined by this Hon'ble Commission and accordingly, clause 5.4 of the initialled PPA has to be modified as "*Tariff for the power generated from the project shall be project specific tariff as*

determined by the Commission. However, KSEBL is not agreeable to modify Clause 5.4 in the initialled PPA.

The Respondent had already taken up this issue during the hearing in Petition No. OP 2/ 2018, wherein it had referred to the meeting chaired by the Honourable Chief Minister, held on 01.07.2017. This Hon'ble Commission after taking due cognizance of the issue, made the following observations:

17 (x) It is also important to note that in a meeting held on 01.07.2017 and chaired by the Hon'ble Chief Minister, it was decided that, tariff for the RE projects henceforth shall be the project specific tariff as approved by this Commission. Further, the KSERC (Renewable Energy) Regulations, 2015 provides for generic tariff of Small Hydro up to 5 MW only. (xi) Considering all these aspects, the Commission has taken a considered decision to determine the project specific tariff for the Anakampoil SHP once the petitioner complete the project and achieve COD. The petitioner shall file proper application for determining the project specific tariff with all details and parameters including the total capital cost of the project as on COD with all supporting documents. The petitioner is at liberty to submit the details of the additional cost, if any, incurred on evacuation facilities borne by them as per the demand of KSEB Ltd over and above the evacuation cost of the original evacuation scheme as per the TEFR.

Further this Hon'ble Commission had also made the following observations reiterating its position with respect to arriving at the tariff for projects having installed capacity of more than 5 MW:

18. The third prayer of the petitioner is to determine the generic tariff of the SHPs commissioned in the financial years 2017-18 and 2018-As discussed under paragraph 17(xi)& (xii) above, the Commission has taken a considered decision to dispense with the system of

determining generic tariff. Henceforth, project specific tariff shall be determined once the project is commissioned and COD achieved. For determining the project specific tariff, the petitioner has to file an appropriate petition for determination of the project specific tariff with all details and parameters including the total capital cost of the project as on COD with supporting documents.

It is amply clear from the aforementioned observations made by this Hon'ble Commission that this is a settled matter and therefore, there is no reason for the Respondent to reiterate its earlier position in this regard.

Furthermore, this Hon'ble Commission, vide its Order dated 20.08.2018 passed in OA No. 13/2018 has already decided this issue in favour of the Petitioner, as under:

"KSEB Ltd has confirmed their willingness to purchase power from the 8 MW SHP developed by the petitioner at the tariff and terms and conditions as decided by this Commission."

A copy of the order dated 20.08.2018 passed by this Hon'ble Commission in OA No. 13/2018 is annexed herewith and marked as **ANNEXURE P-19**

24.3 Payment security mechanism:

It is most respectfully submitted that PFC, vide its letter No. 01/10/APPL/Vol-III/D.No-071276, dated 15.02.2021, has proposed a payment mechanism, in line with the Model PPA enclosed with tender No. SHPC/RFP 2/13. It is most respectfully

submitted that the Model PPA provides that KSEBL shall open a Letter of Credit in favour of the Company. The relevant clause of the Model PPA is reproduced hereunder for convenience:

9.6 Payment

Board shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by the Board, the Board shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Company. The initial value of the LC shall be the value payable for the preceding 3 months.

However, KSEBL by its letter dated 25.03.2021 informed PFC that the facility of LC is not extended by it to any developer within the State which is not covered under a Tripartite Agreement. The relevant extracts of the letter are reproduced hereunder for convenience:

4. Payment Security Mechanism: KSEBL is a utility having a good reputation of prompt payment and availing eligible rebate for the same. till date there has been no case of defaulting the regular payment to the generator. These factors are reflected in the Annual performance rating of DISCOMs carried out by PFC. Providing Letter of Credit results in an additional financial burden to KSEBL and it affect the flexibility in raising its financial resources. Accordingly, KSEBL does not extend the facility to any developer within the State who are not covered under Tripartite Agreement.

It is humbly submitted that the Ministry of Power by an order dated 28.06.2019 observed as follows:

4.0 ... A robust Payment Security System requires adequacy and validity of Letter of Credit to cover the payments due on account of drawal of power.

A copy of Ministry of Power order dated 28.06.2019 is annexed herewith and marked as **ANNEXURE P-20**

It is humbly prayed that this Hon'ble Commission may graciously be pleased to direct KSEBL to adopt the payment mechanism, as mentioned in the Model PPA enclosed with the tender documents.

24.4 Billing and payment:

The Petitioner humbly submits that the provision of Billing and Payment as mentioned in clause 6.1 of initialled PPA, is not in line with Regulation 47 of the KSERC Regulation 2020. The Petitioner humbly prays that KSEBL may be directed to align the provisions of Billing and payment in the PPA with the provisions of the KSERC Regulation 2020.

Regulation 47 of the KSERC Regulation 2020 provides as under:

47. Rebate.- (1) If the payment of bills for charges payable under these Regulations is made by the distribution licensee to the renewable generator within five calendar days of presentation of bills by the renewable generator, a rebate of 2% shall be allowed to the licensee.

The initialled PPA, is at variance with the aforesaid regulation, as the due date of payment has been fixed at 10 days by KSEBL against 5 days mentioned in the aforesaid Regulation.

24.5 Incorporation of relevant provisions of the Implementation Agreement:

It is humbly submitted that the provisions of the tender/Implementation Agreement/Model PPA pertaining to (i) change in law, (ii) roles and responsibilities of parties to the agreement, (iii) representations and warranties from the side of parties to agreement are not included in the initialled PPA.

KSEBL by its letter dated 30.10.2020 informed the following:

- "Roles and Responsibility have been included under Article 5 and Article 7 of the Implementation Agreement.
- Representations and Warranties are included under Article 11 of the Implementation Agreement."

Further, KSEBL by its letter dated 20.03.2021 informed following regarding the Petitioner's proposal to include change in law:

"Refer Imp. Agtt and Clause 10.4 of the draft PPA. Relief of for change in law if any shall be as per applicable regulations issued by KSERC from time to time."

Thereafter, in the initialled PPA clause 1.1 following clauses was included by KSBEL:

aj.	Implementation Agreement	the Agreement dated 16/01/2015 entered into between the Government of Kerala and the Company for this Project which is attached as Schedule to this PPA.
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However, it is humbly submitted that the Implementation Agreement was executed between GoK and the Petitioner for implementation of the Project, while the PPA is commercial contract to be executed between the Respondent and the Petitioner. Besides, the Implementation Agreement does not suitably cover the provisions related to the operations as well as the sale and purchase of Power. The provisions with respect to the "Roles and responsibilities" and "Representation and Warranties" in the Implementation Agreement, are applicable to the contracting parties i.e. GoK, as the concessionaire of the project and the Petitioner as the developer of the BOOT project. Therefore, the Implementation Agreement will not automatically become the essential part of the PPA.

it is humbly prayed that KSEBL may be directed to include certain provisions of the tender/Implementation Agreement/Model PPA pertaining to (i) change in law, (ii) roles and responsibilities of parties to the agreement, (iii) representations and warranties from the side of parties to agreement.

25. It is further submitted that the project was allotted to the Petitioner, through competitive bidding, pursuant to a tender issued by the Small Hydro Promotion Cell (SHPC), Power Department, Government

of Kerala. The said tender documents, *inter-alia*, comprised of a model implementation agreement and a **Model PPA** for IPPs, such as the Petitioner herein. The Petitioner initially placed the bid and the lender agreed to fund/finance the Petitioner's project, on the basis of such tender terms and conditions. It is most respectfully submitted that such tender conditions cannot now be unilaterally altered by KSEBL.

26. The RFP (including the Model PPA) could only be amended any time prior to the Proposal Due Date. KSEBL cannot be permitted now, after the execution of the Project by the Petitioner, to unilaterally alter such terms. Certain relevant clauses of the RFP are reproduced hereunder for convenience:

“CONTENTS OF RFP

PART I Instructions to Bidders
PART II Draft Implementation Agreement
PART III Draft Power Purchase Agreement
PART IV Draft Wheeling Agreement
PART V Project Information Memorandum
PART VI Availability of Detailed Project Report/ Detailed Investigation Report for sale
PART VII SHP Policy 2012 -GO(P) No. 25/2012/PD dated 3.10.2012
PART VIII 62 SHP schemes earmarked by Government with installed capacities for bidding -GO (MS) No 30/2012/PD dated 12.12.2012

...

1.7 Contents of RFP

The RFP document consists of eight parts as listed above including errata/addenda issued therein.

...

1.9 Amendments to RFP

At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, SHPC/GoK may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda. Any Addendum thus issued would be in writing and sent to all the Bidders who have received and acknowledged the RFP document and shall form part of the RFP document and be binding upon them. Bidders shall promptly acknowledge receipt thereof to SHPC. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reasons, SHP/GoK may, at its discretion, extend the Proposal Due Date.

...

1.19 Proposal Due Date

Proposals should be submitted before 1600 Hrs(IST) on the Proposal Due Date, 30.09.2013, at the address provided in Clause 1.18.6 in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex or email will not be accepted. SHPC/GoK, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum.

Therefore, any amendments to the RFP documents including the Model PPA were permissible only prior to the Proposal Due Date that is, 30.09.2013. In the present case, the KSEBL PPA draft is at variance with the Model PPA contained in the tender documents. This is not permissible.

27. In view of the aforesaid submissions, it is humbly prayed that this Hon'ble Commission may graciously be pleased to approve the PPA with the following additions/ modifications:

a. Clause No. 5.4 of PPA may be modified as under:

"Tariff for power generated from the Project shall be project specific tariff, as determined by the Commission

b. Clause 6.1 of the PPA may be modified as under:

6.1 Billing date of the 5th business day after the metering date. Due Date of payment is the 5th day from the date of receipt of bill.

...

c. The following clauses may be added in the PPA:

- *The Project shall be treated as a 'MUST RUN' power plant and shall not be subjected to 'Merit order Dispatch' principles."*

- *"KSEB Ltd. shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by KSEB Ltd. , KSEB Ltd. shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Developer. The initial value of the LC shall be the value payable for the preceding 3 months."*

- Roles and Responsibilities of contracting parties shall be as under:

1. *Responsibilities of the Developer and KSEB Ltd. :*

1.1 *Responsibilities of Developer*

a) *The Developer shall operate the Project in a safe manner and shall comply with the statutory/regulatory measures applicable to the operation of the Project promulgated by the Government of Kerala /Government of India.*

b) *The Developer shall generate power at 6.6 kV, stepped up to 33 kV and transmitted to KSEB Ltd.'s nearest switch yard. The net power generated after deductions for Auxiliary Power Consumption will be transmitted over the line.*

c) *The Developer undertakes to maintain the Interconnection Facilities in accordance with the specification and*

requirements as notified to the Developer by KSEB Ltd. at its own cost and in accordance with Prudent Utility Practices.

- d) *The Developer shall at its own cost and expense purchase and maintain by due reinstatement or otherwise such insurance as may be necessary till the expiry of this Agreement.*
- e) *The Developer shall operate and maintain the Project during the term of the Agreement, in accordance with:*
- 1) Implementation Agreement;*
 - 2) Prudent Utility Practices;*
 - 3) All applicable laws and directives;*
 - 4) The manuals, instructions and manufacturer's guidelines supplied by construction contractors, manufacturers of equipment/suppliers etc;*
 - 5) Despatch Instructions;*

1.2 Responsibilities of KSEB Ltd.

- a) *The KSEB Ltd. will provide all possible assistance to the Developer in its initiatives in obtaining all way-leaves required for construction, installation, operation and maintenance of the Project including:*
- (i) Access to the Project*
 - (ii) Transmission facilities for the export of energy to the Board Grid system*
 - (iii) Pipelines for water and Other utility supplies along with communication links*
- b) *KSEB Ltd. shall off take all the electricity made available by the Developer at the Interconnection Point subject to the Force Majeure conditions.*

1.3 Mutual Covenants

Each party will duly pay all rents, taxes, cesses, fees, revenues, assessments, duties, other outgoing and other amounts owed by it and will observe all the rules and regulations pertaining to the same, and will not do or omit to do or suffer to be done anything which could reasonably be expected to adversely affect or prejudice

the interest and rights of the other party in any manner whatsoever.

- Representation and Warranties:

Representation and Warranties of the Developer

The Developer represents and warrants to KSEB Ltd. that:

- (a) the Developer duly organised and validly existing under 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) this agreement constitutes valid, legal and binding obligation of the Developer, enforceable in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences; the discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;*
- (c) there are no actions, suits or proceedings pending or to the Developer's knowledge threatened, against or affecting the Developer before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the Developer to meet and carry out its obligations under this Agreement; and*
- (d) the execution and delivery by the Developer of this Agreement has been duly authorised 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 or its property may be bound.*

Representations and Warranties of KSEB Ltd.

KSEB Ltd. represents and warrants to the Developer that:

- (a) *KSEB Ltd. is a statutory body duly constituted under the Electricity (Supply) Act, 1948, as amended, and validity 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) *this Agreement constitutes the valid legal and binding obligation of KSEB Ltd., enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;*
- (c) *There are no actions, suits or proceedings pending or to the KSEB Ltd's knowledge threatened, against or affecting the KSEB Ltd. before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the KSEB Ltd. to meet and carry out its obligations under this Agreement; and*
- (d) *the execution and delivery by KSEB Ltd. of this Agreement has been duly authorised by all requisite corporate 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 or its property may be bound.*

- **Change in Law:**

"Change in Law" means the occurrence of any of the following events after the approval of project specific tariff by KSERC resulting into any additional recurring / non - recurring expenditure by the Developer or any income to the Developer:

- the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re - enactment or consolidation) in India, of any law, including rules and regulations framed pursuant to such law;*

- a change in the interpretation or application of any law by any Indian Governmental Instrumentality having the legal power to interpret or apply such law or any Competent Court of Law;
- the imposition of a requirement for obtaining any Consents, Clearances and ;
- Permits which was not required earlier;
- a change in the terms and conditions prescribed for obtaining any consents, clearances and permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits, except due to any default of the APPL;
- any statutory change in tax structure or introduction of any new tax made applicable for setting up / operation of Hydro Power Project and supply of power from the Project by the Developer, shall be treated as per the terms of this Agreement. For the purpose of considering the effect of this change in Tax structure due to change in law after the date of submission of Tariff petition, the date such law comes into existence shall be considered as effective date for the same; but shall not include (1) any change in any withholding tax on income or dividends distributed to the shareholders of the APPL, or (2) any change on account of regulatory measures by the Appropriate Commission.

Relief for 'Change in Law':

The aggrieved party shall be required to approach the regulatory commission for seeking approval of "Change in Law".

The decision of the regulatory commission to acknowledge a "Change in Law" and the date from which it will become effective, provide relief for the same, shall be final and governing on both the parties."

28. It is most respectfully submitted that Section 86 (1) (e) provides that the function of the State Commission is to "promote co-generation and generation of electricity from renewable sources of energy by

providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee."

29. Section 86 (2) provides that the State Commission shall advise the State Government on (i) promotion of competition, efficiency, and economy in activities of the electricity industry; (ii) promotion of investment in electricity industry.
30. Section 86 (4) of the Act provides that in discharge of its function, the State Commission shall be guided by the National Electricity Policy, National Electricity Plan and tariff policy published under Section 3 of the Act. The National Electricity Policy and the Tariff Policy, 2016 have asserted the need to promote renewable sources of energy. Thus, promotion of renewable sources of energy is a statutory mandate which has time and again been emphasized through various policies and enactments.
31. In the present case, the the parties have been able to resolve most of the issues, barring the issues mentioned in Para 24 read with Para 27 hereinabove. The contested clauses are contrary to the tender documents, the KSERC Regulations, 2020 and the orders passed by this Hon'ble Commission. The Petitioner humbly prays that this Hon'ble Commission may graciously be pleased to approve the

initialled power purchase agreement executed between the Petitioner/Applicant and KSEBL, after resolving the issues elaborated in Para 24 read with Para 27 hereinabove.

PRAYER

In light of the above-mentioned facts and circumstances, this Hon'ble Commission may most graciously be pleased to:

- a. approve the purchase agreement dated 12.08.2021 initialled by the Petitioner and KSEBL, with the modifications proposed in Para 27 hereinabove;;
- b. pass any other order/orders as this Hon'ble Commission may deem fit and proper in the facts and circumstances of the instant case.

AND FOR THIS ACT OF KINDNESS, YOUR HUMBLE PETITIONER AS IN DUTY BOUND SHALL EVER PRAY.

Through



**SHIKHA OHRI/SAMYAK MISHRA
ADVOCATES FOR THE PETITIONER**

**M/S PRAXIS COUNSEL
ADVOCATES AND SOLICITORS
C-66, GROUND FLOOR,
NIZAMUDDIN EAST
NEW DELHI - 110013**

PLACE:
DATE:

**BEFORE THE KERALA STATE ELECTRICITY REGULATORY
COMMISSION**

PETITION NO. OF 2022

IN THE MATTER OF:

PETITION UNDER SECTION 86 OF THE ELECTRICITY ACT, 2003
READ WITH THE PROVISIONS OF THE KERALA STATE
ELECTRICITY REGULATORY COMMISSION (RENEWABLE ENERGY
AND NET METERING) REGULATIONS, 2020 FOR APPROVAL OF
THE POWER PURCHASE AGREEMENT FOR THE 8 MW SMALL
HYDEL PROJECT DEVELOPED BY M/S ANAKAMPOIL POWER
PRIVATE LIMITED AT CHALIAR BASIN AT KOZHIKODE
DISTRICT.

AND IN THE MATTER OF:

M/s Anakampoil Power Private Limited
Plot No. 304-L-III, 3rd Floor
Road No 78, Jubilee Hills
Hyderabad - 96

...PETITIONER

VERSUS

Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695004

...RESPONDENT

AFFIDAVIT

I, Tanmay Das, S/o Nikunja Kishore Das, aged about 50 years,
working for gain at Anakampoil Power Private Limited working
as Director, R/o 1-60/8/E-24, Rolling Hills, Opp. Ramky Towers,
Gachibowli, Hyderabad, Telangana - 500032, do hereby
solemnly affirm and state as follows:



Tanmay Das

1. That I am the authorized representative of the Petitioner in the abovementioned matter, I have been dealing with the matters relating to the above-mentioned case and I am conversant with the facts of the case. I am duly authorised by the Petitioner to make this affidavit on its behalf.
2. The Statements made in paragraphs _____, of the Petition herein now shown to me and marked with letter 'A' are true to my knowledge and the statements made in paragraphs _____ are based on the information received and I believe them to be true.
3. The annexures filed along with Petition are true copies of their respective originals.

T.S.

PETITIONER

Solemnly affirmed at Hyderabad on this day of _____ January, 2022 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.

T.S.

PETITIONER

Declaration by Petitioner

The Petitioner above named hereby declare(s) that nothing material has been concealed or suppressed and further declare(s) that the annexures and typed set of material papers relied upon and filed herewith are true copies of the originals(s)/fair reproduction of the originals/ true translation thereof.



Verified at Hyderabad on this _____ day of January, 2022.

T. Das
PETITIONER

Shilpa
COUNSEL FOR PETITIONER

VERIFICATION

I, Tanmay Das, aged about 50 years the Authorized Representative of the Petitioner herein, do hereby verify that the contents of Paras _____ to _____ are true to my knowledge (derived from official record) and believed to be true on legal advice and that I have not suppressed any material facts.

Date: *31st* January, 2022
Place: Hyderabad

T. Das
**SIGNATURE OF THE PETITIONER
OR AUTHORIZED OFFICER**



ATTESTED
B. Agaiyah
B. AGAIAH, B.A., L.L.M.
ADVOCATE NOTARY
Indra Reddy Allwyn Colony,
Miyapur, Hyderabad, G.O.M.S. No.1972/121
My Commission Expires on 15-11-2026

31 JAN 2022

Power Department



Government of Kerala

REQUEST FOR PROPOSAL (RFP)

For

ALLOTMENT OF SMALL /MINI HYDRO ELECTRIC PROJECTS

As

INDEPENDENT POWER PROJECTS (IPPs)

&

CAPTIVE POWER PROJECTS (CPPs)



August, 2013



Disclaimer

The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of Small Hydro Promotion Cell, Power Department, Government of Kerala (SHPC) or Government of Kerala (GoK) (both SHPC and GoK together referred to as “Government Representatives”) or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the Government Representatives to any parties other than the Applicants who are qualified to submit the Proposal (“Bidders”). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent advice from appropriate sources. The Government Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this (Request for Proposal) RFP document.

INVITATION FOR DEVELOPMENT OF SMALL HYDRO PROJECTS

Tender Notice No. SHPC/RFP 2/13

30.07.2013

In continuation to the pre qualification tender – Request for Qualification (RFQ) – No. SHPC/RFQ/1/13, sealed and separate tenders are invited from pre-qualified Captive Power Producers/ Independent Power Producers/ Entrepreneurs for setting up sixty two (62) Small /Mini Hydro Power Projects for which DPR/DIR/PIR/Identified Sites are available and is opened up for private participation vide GO(MS) No. 30/2012 dated 12.12.2012 in line with the Small Hydro Power Policy 2012 of Government of Kerala vide GO(P) No. 25/2012/PD dated 03.10.2012. The basic criterion for allotment for CPP and IPP is the highest quoted upfront premium greater than or equal to the threshold premium of Rs. 15 Lakhs/ MW or part thereof from the pre qualified bidders subject to the respective bidding limits already allotted at the RFQ stage.

The Request for Proposal (RFP) document containing the available project profile, instructions and other details can be obtained from SHP Cell, Energy Management Centre for the pre-qualified bidders.

Cost of RFP document	Rs 5,000 - Rupees Five Thousand only
RFP Processing Fee	Rs. 50, 000 - Rupees Fifty Thousand only
Bid Security/*tender	Rs 50,000/MW or part there of

*** Each of the 62 Small Hydro schemes offered is considered as a separate tender.**

Period of issue of RFP 28 September, 2013

Last Date of Submission of bid 1600 hrs on 30th September 2013

The DD towards (i) the cost of RFP document (non refundable) and (ii) RFP processing fee (non refundable) and (iii) Bid Security should be submitted along with the application in the form of a crossed DD drawn in favour of the **Small Hydro Promotion Cell, Energy Management Centre** payable at **Thiruvananthapuram 17.**

The under signed reserves the right to modify the time frames, cancel or reject any bid or to annul the bidding process any time without any liability or any obligation for such rejection or annulment, without assigning any reason thereof. Power Department will not be responsible for any delay, loss or non-receipt of the RFP document sent by e mail.

Sd/-

Director & Head – SHP Cell
Energy Management Centre

CONTENTS OF RFP

- Part I Instructions to Bidders**
- Part II Draft Implementation Agreement**
- Part III Draft Power Purchase Agreement**
- Part IV Draft Wheeling Agreement**
- Part V Project Information Memorandum**
- Part VI Availability of Detailed Project Report / Detailed Investigation Report for sale**
- Part VII SHP Policy 2012 – GO(P) No. 25/2012/PD dated 3.10.2012**
- Part VIII 62 SHP schemes earmarked by Government with installed capacities for bidding – GO (MS) No 30/2012/PD dated 12.12.2012**

PART - I**INSTRUCTIONS TO BIDDERS****TABLE OF CONTENTS**

Sl. No.	Particulars	Page No.
A	GENERAL	6
B	PREPARATION AND SUBMISSION OF THE PROPOSAL	10
C	EVALUATION METHODOLOGY	20
D	RFP TIME SCHEDULE	21
E	APPENDICES	
E-1	Format for Acknowledgement of RFP Document.	22
E-2	Format for Covering Letter-cum-Project/s Undertaking.	23
E-3	Format for Power of Attorney for Signing of Proposal.	24
E-4	Format for Power of Attorney for Lead Member of Consortium.	25
E-5	Format for Anti-Collusion Certificate.	27
E-6	Bid Processing Charges.	28
E-7	Proforma – Clarifications/ Exceptions and Deviations	29
E-8	Format for Bid Security.	30
E-9	Premium quote - details	31

SECTION I

INSTRUCTIONS

A. General

1.1 Scope of Proposal

- 1.1.1 Small Hydro Promotion Cell, Power Department, Government of Kerala (hereinafter referred to as “SHPC”) invites detailed proposals (hereinafter referred to as “Request for Proposal/s”) for development of sixty two (62) Small Hydro Power Projects in Kerala (hereinafter referred to as the “Project/s”) on Build, Own, Operate, and Transfer (BOOT) basis for a BOOT period of 30 years from the date of allotment of the Project (“BOOT Period”) from qualified bidders who have participated in the Request for Qualification bid No. SHPC/RFQ/1/13.
- 1.1.2 Each of the sixty two Projects is independent of each other and is to be bid separately. All references to Projects refer to each one of these sixty two independent Projects. Sixty two separate Implementation Agreements would, therefore, be executed between the Successful Bidders of the Projects and Government of Kerala. Power Purchase Agreement(s) (PPA) in case of Independent Power Producer and Power Wheeling Agreement(s) in case of Captive Developer shall be executed with Kerala State Electricity Board (KSEB). It is, however, possible that a qualified Bidder may be the Successful Bidder for more than one Project. In this situation, project/(s) will be allotted based on the bidding limit of the qualified bidder. If one bidder is successful in more than one project, the allotment of the project/(s) will be restricted to his bidding limit subject to opting the project as per highest bidders choice since each project is considered as a separate tender. The bidder should opt out of the other successful bids, if any, depending on the bidding limit already allotted during the pre-qualification stage. Also please to refer **Section C – Evaluation Methodology for further details.**
- 1.1.3 SHPC shall provide available information on the salient features of the Project depicting therein, a general idea about each Project, especially its location, access, head, and other features related to the Project, rated capacity and average generation potential (for the rated capacity) to assist entrepreneurs in making a preliminary assessment of these Projects.
- 1.1.4 KSEB/EMC have prepared detailed project reports (DPR) and detailed investigation reports (DIR) for some of the projects (Refer Part VI). These documents will be made available to all successful pre-qualified Applicants as part of this RFP, on payment of Rs 15,000 (Rupees Fifteen Thousand only) for each copy of DPR and Rs 10,000 (Rupees ten Thousand only) for each copy of DIR and Rs.5,000 for each copy of Pre Feasibility Report (PFR). An Applicant of RFP should have procured a copy of the DPR/DIR from the SHPC prior to submitting the RFP, depending on the availability of these reports as per Part VI of the document. For other projects the bidders will have to assess the potential

by themselves. On allotment, each successful bidder will have to remit the requisite cost of the DPR/DIR as mentioned in **clause 1.12**.

- 1.1.5 Bidders may submit Proposals for any/ all the Projects for which they have been qualified under each Category (Category CPP or Category IPP). However, the total installed capacity of Projects allotted to any Bidder would be such that the total installed capacity does not exceed their pre-qualified capacity in MW, as stated in the pre-qualification letter. Change in the identified and qualified Captive Consumer(s) for a CPP shall not be permitted at any stage of the bidding process or during the BOOT period.
- 1.1.6 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document (“Evaluation Methodology”) in order to identify the successful Bidder/s for the Project/s (“Successful Bidder/s”). The Successful Bidder/s would be required to enter into an Implementation Agreement with GoK, Power Purchase Agreement in case of IPP with KSEB/Buyer and Power Wheeling Agreement in case of CPP with KSEB and perform the obligations as stipulated therein, in respect of each of the respective Projects.
- 1.1.7 Terms/expressions used in this RFP document, which have not been defined herein, shall have the meaning ascribed thereto in the Request for Qualification (RFQ) Document and/or the Draft Implementation Agreement/the Draft Power Wheeling Agreement/ the Draft Power Purchase Agreement. If there is any difference between the definitions in these documents and those given in the agreements, latter shall prevail.

1.2 Eligible Bidders

- 1.2.1 Applicants who have been qualified (referred to as “**Bidders**”) are eligible to submit Proposal/s in response to this RFP under the Category/Categories for which they have been pre-qualified. **Bidders shall acknowledge receipt of this RFP document and intimate their intention to bid for the Project/s in the format provided as Appendix 1.**
- 1.2.2 Bidders shall provide such evidence of their continued eligibility to the satisfaction of SHPC/GoK, as SHPC/GoK may reasonably request.
- 1.2.3 Bidders shall, as part of their Proposal provide updated information in respect of any information submitted with the Application for Qualification, since changed, and shall continue to meet the Qualification criteria set out in the RFP document.
- 1.2.4 Each Bidder shall submit a Power of Attorney as per the format enclosed as **Appendix 3**, authorising the signatory of the Proposal to commit the Bidder.

1.3 Additional Requirements for Proposals to be submitted by a Consortium (applicable for both CPP and IPP)

- 1.3.1 Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.

- 1.3.2 The members of the Consortium shall furnish a Power of Attorney for designating the Lead Member duly signed by authorised representative(s) of the members as per the format set out in **Appendix 4**. The Lead Member should be the same as indicated in the Application for Qualification.
- 1.3.3 The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium.
- 1.3.4 The Consortium shall submit a fresh Memorandum of Understanding (MoU) as part of its Proposal. The MoU shall inter alia: (Please refer section 2.3.5 of RFQ document)
- (i) State that the members of the Consortium will agree upon and form, a company to implement the Project awarded to the Consortium prior to signing of the Implementation Agreement, while ensuring that the credentials and experience of this Project Company would remain the same as that of the Consortium,
 - (ii) Clearly outline the proposed roles and responsibilities of each member of the Consortium,
 - (iii) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the implementation of the Project/s in accordance with the terms of the Implementation Agreement, Power and Purchase Agreement (IPPs), Wheeling Agreement (CPPs).
 - (iv) Convey the intent of the concerned Consortium Members to enter into suitable long-term Agreements for Technical & Financial Service Support and a Shareholders Agreement, subsequently carry out all the responsibilities of the Successful Bidder in terms of the Implementation Agreement and /or Power Purchase Agreement and/or Wheeling Agreement in case of Project/s is/are awarded to the Consortium,
 - (v) Clearly refer to the Project/s for which arrangement is proposed, and
 - (vi) Upon award of a Project to a Consortium, prior to signing of the Implementation Agreement its members shall form the Project Company and enter into a suitable Shareholder's Agreement and thereby binding the respective members to their technical/financial commitments towards the Project.

A copy of the MoU should be submitted as part of the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project/s and should contain the above requirements, failing which the Application would be liable to be considered non-responsive.

1.4 Change in Composition of the Consortium

1.4.1 Change in composition of a qualified Consortium may be permitted by the Power Department in writing after the Qualification stage prior to the Proposal Stage, only if:

- (i) there is no change for the leader of the consortium
- (ii) the modified Consortium would continue to meet the Qualification criteria;
- (iii) the new Consortium expressly adopts the commitments made by the Consortium in the Application for Qualification already submitted, as if it were a party to it originally.

1.4.2 Such change in composition, responsibilities, equity contribution of members of the Consortium may be permitted against written permission by the Power Department, Government of Kerala. Such change may be permitted after (i) submission of Proposal or (ii) after allotment of Project or (iii) after signing of the Implementation Agreement for a Project, subject to the following conditions:

- (i) The changes do not adversely impact the capabilities/qualification of the Consortium in completion of the Project,
- (ii) The new Consortium also accedes to the terms of any existing agreements entered into / conditions already accepted by the original Consortium as if it were a party to them originally, and
- (iii) The modified Consortium would be required to submit a revised Memorandum of Understanding and/or Technical Service Contract and Shareholders Agreement.

1.4.3 The Power Department, Government of Kerala, shall evaluate any such requests and its permission/rejection in this regard would be at its sole discretion. A processing fee of **Rupees One Lakh** per request would be charged for processing any such request irrespective of the decision of the Power Department.

1.4.4 Change in the Lead Member of a consortium is not at all permitted under any circumstances both at allotment stage and development stage till declaration of Commercial Operation of the Project and the Lead Member shall hold and maintain the minimum equity requirements as per this document and RFQ document.

1.5 Number of Proposals

Each Bidder shall submit only one (1) Proposal for each category (CPP/IPP) for any given Project. Any Bidder or Lead Member of a Consortium, which submits or participates in more than one Proposal for any given Project would be disqualified and would also cause the disqualification of the Consortium in which it is a member. This disqualification would be applicable, only for that particular Project.

1.6 Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. SHPC and GoK will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.

1.7 Contents of RFP

The RFP document consists of eight parts as listed above including errata/addenda issued therein.

1.8 Clarifications

A prospective Bidder requiring any clarification on the RFP document may notify SHPC in writing or by facsimile within such date as specified in RFP Time Schedule (RFP Document Part I: Section -D). At its sole discretion, SHPC may forward to each Bidder, a copy of its response, including a description of the enquiry but without identifying its source.

1.9 Amendments to RFP

At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, SHPC/GoK may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda. Any Addendum thus issued would be in writing and sent to all the Bidders who have received and acknowledged the RFP document and shall form part of the RFP document and be binding upon them. Bidders shall promptly acknowledge receipt thereof to SHPC. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, SHPC/ GoK may, at its discretion, extend the Proposal Due Date.

PREPARATION AND SUBMISSION OF THE PROPOSAL

1.10 Language and Currency

The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.11 Bid Security

1.11.1 Each Proposal shall be accompanied by Bid Security of Rs 50,000/- (Rupees Fifty thousand only) per MW of installed capacity of the Project for which Proposal has been submitted.

(Explanation: In case a Bidder submits Proposals for more than one Project, each Proposal shall be accompanied by a separate bid security of Rs. 50,000/- per MW. For e.g. where a Bidder submits Proposals for five projects each of 3 MW capacity - for which five separate Proposals would need to be submitted, then five separate Bid Securities would need to be submitted, one with each Proposal and each being for an amount of Rs. 50,000 X 3).

1.11.2 The Bid Security shall be kept valid throughout the Proposal Validity Period and would need to be extended, if so required by SHPC, for any extension of Proposal Validity Period. The Bid Security shall be in the form of an irrevocable Bank Guarantee issued by Scheduled/ Nationalised Bank in favour of SHPC as per the format set out in Appendix 8. In case a Bidder submits Proposals for more than one Project, then separate Bank Guarantees of the requisite amount (Rs. 50,000/- per MW) shall be furnished for each Project. The Bid Security of every unsuccessful Bidder would be returned within a period of sixteen (16) weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder would be released upon furnishing of the Implementation Guarantee in the form and manner stipulated in the Implementation Agreement.

1.11.3 The Bid Security shall be forfeited in the following cases:

- i) If the Bidder modifies/ withdraws its Proposal except as provided in **Clause 1.21**
- ii) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
- iii) If the Successful Bidder fails to provide the Implementation Guarantee under the Implementation Agreement within the stipulated time or any extension thereof provided by SHPC; and
- iv) If any information or document furnished by the Bidder either at the qualification stage or later turns out to be misleading or untrue in any material respect.

1.12 Fee payable

Fee in connection with the purchase/submission of RFP shall be payable as set out in the table below. **All bidders should submit their proposals in the printed copy of the RFP document forwarded through e-mail by Small Hydro Promotion Cell, Energy Management Centre.**

1.12.1 Purchase of RFP- Captive Power Producers & Independent Power Producers

Sl. No	Particulars	Cost/ Fee per project*
1.	Cost of RFP document to be submitted along with the bid	Rs. 5000/-
2.	Charges for copy of Detailed Project Report (DPR)	Rs. 15,000/-
3.	Charges for copy of Detailed Investigation Report (DIR)	Rs. 10,000/-

* Each project is considered as a separate tender by itself.

1.12.2 Submission of RFP - Captive Power Producers & Independent Power Producers

Sl.No.	Particulars	Cost/ Fee per project*
1.	Processing of RFP	Rs. 50,000/-
2.	Bid Security	Rs. 50,000/- per MW in the form of Bank Guarantee valid for 16 weeks from proposal due date.

* Each project is considered as a separate tender by itself.

1.12.3 Bidders should purchase available DIR/DPR if they want to bid for these projects. For other projects for which reports are not available, the bidders have to make their own assessment of the projects.

The **Allotment Fee** payable by Independent Power Producers/Captive Power Producers is the highest premium quoted equal to or above the threshold premium of Rs 15 Lakhs (Rs Fifteen Lakhs only) /MW

Sl. No.	Particulars	For Whom Applicable	Cost/Fee per Project
1.	If the Project being allotted is the Project for which DPR has been prepared – on signing of Implementation Agreement (IA)	IPP/CPP	OLD Rs. 1 (one) lakh per MW subject to a minimum of Rs. 2 (two) lakh.
			NEW Rs. 9 (Nine) lakh per MW

2.	If the Project being allotted is the Project for which DIR has been prepared – on signing of Implementation Agreement (IA)	IPP/CPP	OLD Rs. 50,000/- (Fifty thousand) per MW subject to a minimum of Rs. 1 (one) lakh.
			NEW Rs. 6 (Six) lakh per MW
3.	i) Up Front Premium quoted - 50% by demand draft on allotment. ii) Balance 50% by way of bank guarantee till approval of TEFR – balance premium amount to be remitted on getting in principle approval of Techno Economic Feasibility Report (TEFR)	CPP/IPP	Highest premium quoted equal to or above the threshold premium of Rs. 15 (Fifteen) lakh per MW or part thereof.

All the above payments, other than Bank Guarantee shall be by Demand Draft, Payable at Thiruvananthapuram in favour of Small Hydro Promotion Cell C/o Energy Management Centre. Bank Guarantee shall be obtained from a Scheduled/Nationalised Bank.

1.13 Validity of the Proposal

The Proposal shall indicate that it would remain valid for a period not less than sixteen (16) weeks from the Proposal Due Date. (“Proposal Validity Period”) and shall be forwarded under a covering letter in the format set out in Appendix 2. SHPC reserves the right to reject any Proposal that does not meet this requirement. Prior to expiry of the Proposal Validity Period, SHPC may request the Bidders to extend the Proposal Validity Period for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, except as provided under Clause 1.21 but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 1.21 of this RFP document in all respects. The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the Implementation Agreement, failing which the Bid Security shall be forfeited.

1.14 Project(s) Inspection/Site Visit

The Bidders may carry out Project(s) inspection/site visit at any time at their cost. The Bidder would be granted necessary assistance, if possible by KSEB for visit of the Project(s) site on receipt of a formal written request, reasonably in advance of the proposed date of visit, to the Chief Engineer (Investigation & Planning), KSEB, Pattom, Thiruvananthapuram with a copy to EMC.

1.15 Bidder's Responsibility

The Bidder is expected to examine carefully the contents of all the documents provided. It shall be deemed that prior to the submission of Proposal, the Bidder has

- (i) made a complete and careful examination of terms and conditions/requirements, and other information set forth in this RFP document,
- (ii) received all such relevant information as it has requested and made a complete and careful examination of the various aspects of the Project/s including but not limited to,-
 - a) the property on which the project is located (Project Site);
 - b) existing facilities and structures on the Project Site;
 - c) condition of the transmission lines, if existing;
 - d) legal status of land to be acquired for the Project and other structures;
 - e) hydrology data /contents of the Detailed Project Report, the conditions of the access roads and utilities in the vicinity of the Project/s Site;
 - f) conditions affecting transportation, access, disposal, handling and storage of materials; and
 - g) all other matters that might affect the Bidder's performance under the terms of this RFP document, clearances/approvals as required under the rules in force.

SHPC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.15.1 Construction of Transmission Facility and Grid Interface.

Construction and maintenance of transmission facility and grid interface upto the nearest KSEB/STU grid shall be at the cost and responsibility of the developer. However, if the transmission line is to be constructed by the KSEB, which may be decided by the developer, the execution of such works will be undertaken by KSEB as a deposit work at the cost of the developer. The ownership of the evacuation facilities, except dedicated tie lines shall vest with KSEB after commissioning.

1.16 Pre-Proposal Meeting

To clarify and discuss issues with respect to this RFP document and agreements/ Project/s SHPC may hold Pre-Proposal meeting. Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries, if any.. Bidders must formulate their queries and forward the same to SHPC as per RFP Time Schedule prior to the meeting. SHPC may, at its sole discretion or based on inputs provided by Bidders that it considers acceptable, have the right to amend the RFP documents. Bidders may note that SHPC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. **The Proposal to be submitted by the Bidders shall be unconditional and**

unqualified and the Bidders shall be deemed to have accepted the terms and conditions of the RFP documents with all its contents including the Draft Implementation Agreement/Draft Power Purchase Agreement/ Draft Power Wheeling Agreement. Any conditional Proposal shall be regarded as non-responsive and liable to be rejected. SHPC will endeavor to hold the Pre-Proposal meeting as per RFP Time Schedule. The details of the meeting shall be separately communicated to the Bidders. Attendance of the Bidders at the Pre-Proposal meeting is not mandatory. **However, subsequent to the meeting, SHPC shall not respond to queries from any Bidder.** All correspondence / enquiries shall be submitted to the following in writing by fax/ registered post / courier/e mail:

ATTENTION. OF:

THE HEAD, SMALL HYDRO PROMOTION CELL

Address : C/o Director, Energy Management Centre, Sreekrishna Nagar, Sreekariyam. P.O, Thiruvananthapuram 695 017, Kerala State

Phone : (0471) – 2594922 & 2594924 Fax: (0471) – 2594923

e-mail: shpcell@keralaenergy.gov.in

No interpretation, revision, or other communication from SHPC regarding this solicitation is valid unless it is in writing and is signed by Head, Small Hydro Promotion Cell. SHPC may choose to publish the same in the web site/e mail to all the Bidders, SHPC's responses, including a description of the enquiry, without identifying its source, to all the Bidders.

1.17 Format and Signing of Proposal:

The Bidders shall provide all the information as per this RFP documents and in the specified format. SHPC reserves the right to reject any Proposal that is not in the specified format. The Proposal shall be submitted in three parts:

Part I Submission - General

Part I Submission of the Proposal shall consist of:

- Covering Letter-cum- Project/s Undertaking as per **Appendix 2**
- Power of Attorney as per **Appendix 3**, authorising the signatory of the Proposal to commit the Bidder
- Power of Attorney as per **Appendix 4**, for designating lead member of Consortium (wherever required)
- Anti-Collusion Certificate as per **Appendix 5**
- Mode of Payment details – Cost of RFP document & Bid processing Charges as per **Appendix 6**

- Exceptions and Deviations on the RFP – **to be submitted before the Pre-Proposal Meeting** as per **Appendix 7**
- Bid Security as per **Appendix 8**
- **Premium Quote, details - Appendix 9**

Part II Submission: Price Bid

Part II Submission shall consist of the Price bid as per the formats set out in Appendix 9.

Category: For both Captive Power Projects (CPP) and Independent Power Projects (IPP).

The Bidders shall quote the premium per MW, payable upfront to Government of Kerala. The Minimum threshold premium is fixed at Rs 15 lakhs (Rupees Fifteen lakhs only) per MW per project. **Bids with premium lesser than threshold premium shall be rejected.**

The Bidder shall prepare one original of the Proposal, clearly marked “**ORIGINAL**”. In addition, the Bidder shall make one (1) copy of the Proposal, clearly marked “**COPY**”. In the event of any discrepancy between the original and the copy, the original shall prevail. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents. The Proposal and its copy shall be typed or printed and the Bidder shall put his signature in each page including the relevant agreements. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be attested by the person(s) signing the Proposal.

1.18 Sealing and Marking of Proposals

1.18.1 The Bidder shall seal the Part I and Part II of the Proposal in separate envelopes, duly marking the envelopes as “**PART I- SUBMISSION - General**”, and “**PART II –SUBMISSION – Price Bid**”. In case, the Bidder is submitting Proposals for more than one Project, Submission of the Proposal for each Project must be sealed in separate envelopes clearly stating the name of Project with installed capacity as per Part VII for such submission.

1.18.2 The “PART I SUBMISSION” envelope and “PART II SUBMISSION” envelope (containing separate sealed offers for each individual Project) should then be placed in a single outer envelope and sealed, clearly indicating the tender number, name of project with capacity (MW).

- 1.18.3 The original and copy of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as “ORIGINAL” and “COPY”.
- 1.18.4 The original and copy of the Proposal should then be sealed in one common envelope. All the envelopes shall indicate the Name and Address of the Bidder /Lead Member in case of a Consortium, tender number, name of SHP Project with capacity in MW as per part VIII.
- 1.18.5 All the envelopes shall clearly bear the following identification:

**“Proposal for Development of Small/Mini Hydro Power Projects in Kerala-
To be opened by Tender Opening Committee Only”**

Name of SHP Project - Capacity (MW) –

“Submitted by

Name, Address and Contact Phone No. of the Applicant”

Category – CPP/IPP (Tick (✓) against the applied category/categories)

Name of Project with capacity (MW)

- 1.18.6 All the envelopes shall be addressed to:

Attn. of: THE HEAD, THE SMALL HYDRO PROMOTION CELL

Address:

C/o Director, Energy Management Centre,
Sreekrishna Nagar, Sreekariyam.P.O, Thiruvananthapuram 695 017

Phone : (0471) – 2594922/24 Fax: (0471) – 2594923

e-mail: shpcell@keralaenergy.gov.in.

- 1.18.7 **If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and liable for rejection.** SHPC assumes no responsibility for the misplacement or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.

1.19 Proposal Due Date

Proposals should be submitted before 1600 Hrs (IST) on the Proposal Due Date, 30.09.2013, at the address provided in **Clause 1.18.6** in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex or e-mail will not be accepted. SHPC/GoK, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum.

1.20 Late Proposals

Any Proposal received by SHPC after the Proposal Due Date will be returned unopened to the Bidder.

1.21 Modification and Withdrawal of Proposals

The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by SHPC before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.18 with envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" and also "PART I SUBMISSION" or "PART II SUBMISSION" as appropriate. Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the original Proposal Validity Period would result in forfeiture of the Bid Security in accordance with Clause 1.11.3 of this document.

1.22 Tests of Responsiveness

1.22.1 Prior to evaluation of Proposals, SHPC will determine whether each Proposal is responsive to the requirements of the RFP document. A Proposal shall be considered responsive if; it is received before 1600 Hrs (IST) on the Proposal Due Date given in Clause 1.19, it is signed, sealed, and marked as stipulated in Clause 1.17 and Clause 1.18, it contains the information and documents as requested in the RFP documents, it contains information in formats specified in the RFP documents, it mentions the validity period as set out in Clause 1.13, it provides the information in reasonable detail ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by SHPC without communication with the Bidder).

1.22.2 SHPC reserves the right to determine whether,-

- (i) the information has been provided in reasonable detail; and
- (ii) there are no inconsistencies between the Proposal and the supporting documents. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which, affects in any substantial way, the scope, quality, or performance of the Project/s, or limits in any substantial way, inconsistent with the RFP document, SHPC's rights or the Bidder's obligations under the Implementation Agreement/Power Purchase Agreement/ Power Wheeling Agreement, or unfairly affects the competitive position of other Bidders presenting substantially responsive bids. SHPC reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by SHPC in respect of such Proposals.

1.23 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. SHPC shall treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. SHPC shall not divulge any such information.

1.24 Clarifications

To assist in the process of evaluation of Proposals, SHPC may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal shall be permitted by way of such clarification/substantiation.

1.25 Proposal Evaluation:

1.25.1 Part I Submission

The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP documents. In case the Proposal is found to be responsive, then Part II submission will be considered. The evaluation of the Part II Submission, would be taken up only after the contents of the Part I Submission, are found to meet the requirements of this RFP documents. SHPC reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP documents.

1.25.2 Part II Submission

The Part II Submission would be evaluated on the basis of the evaluation criteria set out in Clause 1.30. The Successful Bidder after evaluation of the Part I & Part II Submissions, shall, subject to terms and conditions set out in Clause 1.30, be ranked and will be declared as the Preferred Bidder.

1.26 Declaration of Successful Bidder

SHPC may choose to accept the Proposal of the qualified Bidder whose bid is the highest which is equal to or above the threshold premium fixed. Upon acceptance of the Proposal of the Preferred Bidder, SHPC shall declare the Preferred Bidder as the Successful Bidder.

1.27 Notifications

SHPC will notify the Successful Bidder by e mail/facsimile and by a Letter of Allotment (LOA) that its Proposal has been accepted.

1.28 SHPC's Right to Accept or Reject Proposal

SHPC reserves the right to take recourse to annulment of the bidding process at any time prior to intended allotment. SHPC further reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without assigning any reason. SHPC further reserves the right to reject any Proposal if at any time:

- (i) a material misrepresentation made at any stage in the bidding process is uncovered; or
- (ii) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

And the same would lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Proposal have been opened and the Successful Bidder gets disqualified / rejected, then SHPC reserves the right to:

- (i) declare the Bidder receiving the next ranking as the Preferred Bidder and where warranted, invite such Bidder to equal or better the score secured by such disqualified Successful Bidder; or
- (ii) take any such measure as may be deemed fit in the sole discretion of SHPC, including annulment of the bidding process.

If no Proposals are received for a particular Project, SHPC would take the said Project out of the bidding process and proceed with the bidding process for the other Projects.

1.29 Acceptance of Letter of Allotment (LoA) and Execution of Implementation Agreement

Within three (3) weeks from the date of issue of the LoA, the Successful Bidder shall accept the LoA and return the same to SHPC. The Successful Bidder shall execute the Implementation Agreement, and simultaneously pay the Implementation Guarantee/ Implementation Security, within eight weeks of the issue of LoA or within such further time as SHPC may agree to in its sole discretion. SHPC will promptly notify other Bidders that their Proposal(s) have been unsuccessful and their Bid Security will be returned within a period of sixteen (16) weeks from the date of announcement of the Successful Bidder.

C. EVALUATION METHODOLOGY

1.30 Evaluation Parameters

1.30.1 Criteria for Evaluation of CPP/ IPP proposal

The Bidder has to quote for premium per MW, payable upfront to the Government of Kerala, equal to or above the threshold premium of Rs 15 lakhs (Rs Fifteen lakhs only) or part thereof. Bids received beneath threshold limit shall be rejected. **The allotment would be considered on the basis of the best bid irrespective of whether it is in CPP or IPP category.**

1.30.2 VOID

1.30.3 Special Conditions relating to Selection of Preferred Bidder If the Proposals have exactly the same Payment Offer, then SHPC reserves the right either to,

(i) Invite fresh Proposals from those highest Bidders whose quotes are tied,

or

(ii) take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

1.31 If a bidder bids for more than one project within their qualified Bidding limit, and gets more than one project based on their highest premiums quoted and if the capacity of winnable projects are more than that of the qualified bidding limit, the bidder should opt for a project of his preference from among his highest bids and that project will be allotted to the concerned bidder and the bidder should drop other projects even if these are the highest premium bids quoted.

D. RFP TIME Schedule

The schedule of key activities during the bidding period is as follows

Proposal Stage		
1.	Issue of RFP to pre-qualified applicants	16.08. 2013
2	Last date for receiving queries	19.09. 2013
3.	Pre-Proposal meeting	19.09. 2013
4.	Proposal due date	16 00 hrs, 30.09. 2013
5.	Opening of Proposals	01.10 2013
6.	Declaration of successful bidder	31.10.2013

APPENDIX 1

FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT

To

The Head, Small Hydro Promotion Cell (SHPC),
C/o Director, Energy Management Centre,
Sreekrishna Nagar, Sreekariyam.P.O, Thiruvananthapuram – 695 017

Sir,

Sub: Acknowledgement of RFP Document

Ref: Your Letter of Intimation No: xxx/xx/xx/ citing the qualification of the firm to submit Proposals for allotment of Small Hydro Power Projects in Kerala State.

The undersigned hereby acknowledges and confirms the receipt of RFP Document for the notified sixty two small hydropower projects in Kerala State) from the Small Hydro Promotion Cell, Power Department, Government of Kerala (SHPC).

.....Signature of the Authorised Person
.....Name of the Authorised Person

Date :.....

Note: On the Letterhead of the Bidder or Lead Member of Consortium. To be signed by the Lead Member in case of a Consortium. The acknowledgement should be sent within two weeks of receipt of the RFP Document

APPENDIX 2
**FORMAT FOR COVERING LETTER-CUM-PROJECT/S
UNDERTAKING**

The Head, Small Hydro Promotion Cell (SHPC),
Director, Energy Management Centre,
Sreekrishna Nagar, Sreekariyam.P.O, Thiruvananthapuram – 695 017

Dear Sir,

Ref: Allotment of Small Hydro Power Project in Kerala State to Captive & Independent Power Producers by Government of Kerala.

Being duly authorized to represent and act on behalf of...(hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Request for Proposal (RFP) document provided to us by SHPC in respect of the captioned Project/s, the undersigned hereby submits the Proposal/s in response to the RFP documents for your evaluation. Please find enclosed our Proposal in one (1) original and two (2) copies, with the details as per the requirements of the RFP, for the following Projects:

Sl. No	Name of Project	Category	Remarks

We confirm that our Proposal is valid for a period of sixteen (16) weeks from Proposal Due Date.

We also hereby agree and undertake that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Implementation Agreement/ Power Purchase Agreement/ Power Wheeling Agreement, a draft of which also forms a part of the RFP document provided to us.

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

DateNote: On the Letterhead of the Bidder or Lead Member of Consortium (To be signed by the Lead Member in case of a Consortium).

APPENDIX 3

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of adequate value)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office¹) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for taking up on Build , Own, Operate and Transfer (BOOT) basis, Small Hydro Power Projects allotted by the Small Hydro Promotion Cell, Power Department, Government of Kerala (hereinafter referred to as SHPC), including signing and submission of all documents and providing information/responses to SHPC in all matters in connection with our Proposal for the following Project/s;

Sl. No	Name of Project	Category	Remarks

We do hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2013

For _____ (Name and designation of the person(s) signing on behalf of the Lead Member)

Accepted _____ Signature) (Name, Title and Address of the Attorney) Date:(contd.)

¹ In case of partnership firm: name and address of principal office of the partnership firm to be provided

Note: To be executed by the Lead Member in case of a Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter - documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Bidder should submit for verification the extract of the charter - documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder. In case the Application is signed by an authorized Director/Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX 4
FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING
LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of adequate value) POWER OF ATTORNEY

Whereas, the Small Hydro Promotion Cell, Power Department, Government of Kerala “SHPC” has invited proposals from qualified applicants for taking up on Small hydro projects at various locations in the State on Build, Own, Operate and Transfer (BOOT) basis, (hereinafter referred to as “Projects”). Whereas, the Consortium consisting of M/s. -----, M/s. ----- and M/s. ----- being one of the qualified applicants is interested in bidding for the Project/s and implementing the Project/s in accordance with the terms and conditions of the Request for Qualification (RFQ Document), Request for Proposal (RFP Document) and other connected documents in respect of the Project/s, and Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project/s who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s Proposal/s for the following Project/s

Sl. No.	Name of Project	Category	Remarks

NOW THIS POWER OF ATTORNEY WITNESSETH THAT; We, M/s. _____
 _____, and M/s..... (the respective names and addresses of the registered office, in case of companies; principal office, in case of partnership firms; permanent residence, in case of sole proprietors and other individuals) do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal/s for the Project/s, including submission of Proposal/s, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with SHPC,

any other Government Agency or any person, in connection with the Project/s until culmination of the process of bidding and thereafter till the Implementation Agreement/Power Purchase Agreement/ Power Wheeling Agreement is entered into with GoK/KSEB or any other agency authorised by GoK. We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member and our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium. dated this the day of 2013

.....(Executants)

(TO BE EXECUTED BY All THE MEMBERS OF THE CONSORTIUM)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (for a body corporate).

APPENDIX 5
FORMAT FOR ANTI-COLLUSION CERTIFICATE
Anti-Collusion Certificate

We do hereby certify and confirm that in the preparation and submission of our Proposal(s) for the Small Hydro Power Projects listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive and foul play.

Sl. No.	Name of Project	Category CPP/IPP	Remarks

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2013

.....(Name of the Bidder¹)

.....(Signature of the Authorised Person)

.....(Name of the Authorised Person)

Note: On the Letterhead of the Bidder. To be executed by all members in case of Consortium

¹Names of all members in case of Consortium.

APPENDIX 6**BID PROCESSING CHARGES**

Details and mode of remittance of payment

1. DD No. & Date
2. Name of Drawer Bank/Branch
3. DD Drawn in favour of
4. DD Amount
5. Payable at
6. Amount remitted for
 - (i)..... Rs. &
 - (ii)..... Rs.....

APPENDIX – 7
Proforma for Exception & Deviations
(To be furnished before the pre-proposal meeting)

The Bidder is required to state clearly the list of Exceptions and Deviations, if any in the Proforma given below.

Sl.No	Description of Section of RFP	Clause No	Exceptions & Deviations/ Clarification required

Note: RFP will be evaluated without any pre- conditions & deviations

Appendix – 8

Format for Bid Security

(to be issued by any Scheduled/Nationalised Bank of India in favor of the company on stamp paper of adequate value)

Bank Guarantee No..... Dated

This deed of guarantee executed by.....(name of the Bank) having its registered office at.....and head office at(*place*) and wherever the context so requires shall include its successors and assignees (herein after called “the surety / bank”) in favour of Power Department, Government of Kerala having its office at Thiruvananthapuram and wherever the context so requires shall include its successors and assignees (herein after called “the Government.”)

Whereas, the Government having agreed to exempt from payment of bid security in cash for due fulfillment of their proposal to M/s.....*Company*.....having its registered office at.....and wherever the context so required include their successors or assignees (herein after called “Company”), who have been pre-qualified to bid for....., provided they produce a security in the form of an unconditional and irrevocable bank guarantee equivalent to a sum of Rs.(Rupees.....only).

Now this deed witnesseth that in consideration of the premises, We ----- (bank) hereby declare, undertake and agree as follows:

1. We..... (bank) do hereby undertake to pay to Government an amount not exceeding Rs.....(Rupees..... only), against breach by the said Company of any of the terms and / or conditions contained in the Request for Proposal dated ----- and other prior / post communications (Herein after termed as ‘RFP and other communication”). The decision of the Government as to any such breach having been committed and loss / damage caused or suffered shall be absolute and binding on us.

2. We.....(name of bank) do hereby undertake without any reference to the Company or any other person and irrespective of the fact whether any dispute is pending between Government and the Company before any Court or Tribunal or Arbitrator relating thereto pay the amount during and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss suffered by reason of any breach by the said company of any of the terms and conditions contained in the said RFP and other communications or by reason of the said Company’s failure to perform the covenant of the same. Any such demand made on the bank shall be conclusive, absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, the bank’s liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupeesonly).

3. We..... (bank) further agree that the guarantee herein contained shall remain in full force and effect for a period of months from (date) or for such

extended period as may be mutually agreed between the Government and the Bidder and shall continue to be enforceable till all amounts under the guarantee are paid. **Any claim on the guarantee shall be made within a period of six months from the expiry date of the guarantee and the Bank will not entertain any claim raised on the guarantee after this period.**

4. In order to give full effect to the guarantee herein contained, the Government shall be entitled to act as if we (bank) are your principal debtor in respect of all your claims against the company hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights or surety-ship and other rights, if any, which are in any way inconsistent with the above or any other provision of this guarantee. The banker's guarantee to pay hereunder will not be determined or affected by your proceeding against the Company and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you even before any legal or other proceedings are taken against the company. Any letter of demand delivered at the bank's above branch / branch in India or other branch office under the seal of the Principal Secretary, Power Department shall be deemed to be sufficient under this guarantee.

5. We.....(bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions to extend time of performance by the said company from time to time or to postpone for any time or from time to time any or the power exercisable by the Government against the said Company and forbear or enforce any of the terms and conditions; and we shall not be relieved from our liability by reason of any such variation of execution being granted to the said bidder or for any of the forbearance, acts or omission on the path of the Board, or any indulgence by the Government to the said Company or any such matter or things what so ever which under the law relating to the sureties would but for this provision, have effect of being relieved.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the Company or ourselves or liquidation or winding up or dissolution or insolvency of the Company, nor shall it be affected by any change in the Government's constitution or by any amalgamation or any absorption thereof or herewith, but shall ensure for and be available to and enforceable by the absorbing or amalgamated Government or concern till the payment of the amount not exceeding Rs.....only made by the Bank.

7. This guarantee shall not be discharged / vitiated or affected if the Government holds/obtains any other security / guarantee / promissory note from any person and or the Company and this guarantee shall be in addition to any such guarantees.

8. We,.....(Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

9. For the purpose of enforcing legal rights in respect of this guarantee, Courts in the State of Kerala alone shall have jurisdiction.

10. The Bank has powers to issue this guarantee in favour of the Government and the undersigned has full powers to do so under power of Attorney dated..... granted to him by the Bank.

In Witnesseth, whereof the Bank has set its hands hereunto on the day, month and year first hereinabove written. .

Signed and Delivered by the hand of Shri _____ its authorised signatory.

APPENDIX - 9**PREMIUM QUOTE DETAILS****(To be submitted along with Part II)****APPLICABLE FOR BOTH CPP AND IPP BIDDERS**

Name of the SHP Project quoted with Capacity (MW) Refer Part VIII	Premium quoted per MW Rs Lakh & Rupees..... Lakh (In words)	Total premium quoted for the project Rs Lakh & Rupees..... Lakh (In words)

Name of the authorized person:**Signature:****Date****Seal**

Note: The premium amount quoted shall not be less than the threshold premium fixed at Rs 15.00 (Rupees Fifteen Lakhs/ MW)

Part II – A

DRAFT

(for IPPs)

IMPLEMENTATION AGREEMENT

BETWEEN

GOVERNMENT OF KERALA

AND

COMPANY

FOR

_____PROJECT

_____, 200_

IMPLEMENTATION AGREEMENT

THIS AGREEMENT entered into on this the ----- day of ----- (Month) -----
- (Year) at Thiruvananthapuram.

BETWEEN

The Governor of Kerala, represented herein by the Principal Secretary to Government, Power Department, Government of Kerala (hereinafter referred to as the "Government" which expression shall whenever the context so requires or admits, mean and includes its successors and assignees) of the one part.

AND

M/s -----, a Company incorporated under Companies Act 1956 having its registered office at -----(hereinafter referred to as the "Company" which expression shall when the context so admits or implies be deemed to include its successors and assignees as well) of the other part.

WHEREAS:

- A. In pursuance of the Government of India policy regarding participation of private sector in the development of renewable hydel projects the Government of Kerala (GOK) has proposed to encourage and facilitate the development of small/mini hydel projects as independent power projects to exploit the hydel potential and develop low cost generation sources within the state.
- B. Government of Kerala vide Government order G.O (P) No. 25/2012/PD dated 3.10. 2012 encouraged private sector participation in generation of power through small/ mini/ micro hydel schemes.
- C. The Power Department invited competitive proposals from eligible developers for implementing the Project and in response thereto, Power Department received proposals from several persons including that of the Company/ Consortium for implementing the Project,
- D. The Power Department after evaluating the aforesaid proposals, accepted the proposal submitted by the Company/ the Consortium

and issued the provisional Letter of Allotment dated ----- (LOA) to the Company/ the Consortium (included as Schedule A).

- E. In accordance with the terms of the proposal submitted by the Consortium, the Consortium has incorporated the Company as a special purpose vehicle to implement the Project and the Power Department has agreed to allot the Project to the Company .
- F. The Parties hereto are desirous of entering into the Implementation Agreement being these presents to record the terms, conditions and covenants of the allotment of the Project to the Company

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

- (a) **Agreement** means this Agreement including all appendices, exhibits schedules and annexures together with any amendments thereto as may be made by mutual consent of both the Parties in writing.
- (b) **“Applicable Laws”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement which the Company is required to comply with for the proper conduct of its business, including implementation of the Project and operation and maintenance of the Project Facilities in accordance with this Agreement.
- (c) **“Applicable Permits”** means all clearances, permits, authorisations, consents and approvals under or pursuant to any of the Applicable Laws, required to be obtained and maintained by the Company, in order to implement the Project and to provide, operate and maintain the Project Facilities in accordance with this Agreement.
- (d) **“Authorities”** means any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Company, the Project Site/ Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Company under or pursuant to this Agreement.
- (e) **“Board”** means Kerala State Electricity Board, its sucesors, legal heirs or assignees
- (f) **“BOOT”** means Built-Own-Operate and Transfer the project in accordance with the prudent utility practices as per the terms and conditions set forth in this agreement for a period from the

date of allotment till expiry/ termination of implementation agreement

- (g) **“BOOT Period”** shall have a meaning ascribed to it in Section 2.1 of this Agreement.
- (h) **“Change in Law”** means the occurrence or coming into force of any of the following:
- (i) the enactment of any new Indian law or legislation passed by the State Legislature; or
 - (ii) the repeal, modification or re-enactment of any existing Indian law

Provided that Change in Law shall not include:

- coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement; or
 - any new law or any change in existing law under the active consideration of or in the contemplation of any government as of the date of signing this Agreement, which is a matter of public knowledge
 - Any change in the rates of any of the taxes.
- (i) **“Check Meter”** means any meter and /or metering device with TOD facility and of accuracy class equivalent to the Main Meter installed and maintained by the Board at the interconnecting point at the cost of the Company to measure the delivery and receipt of energy and power for the purpose of checking the Main Meter.
- (j) **“Commercial Operation Date (COD)”** shall mean the date on which the Board/ any other independent agency authorised by the Government, issues a certificate of completion of the Project pursuant to the Performance Tests demonstrated by the Company before Board/ such agency in accordance with the provisions of the Power Purchase Agreement.
- (k) **“Contractor”** means any Person with whom the Company has entered into/ may enter into any of the Project Agreements.
- (l) **“Construction Works”** means all works and things required to be undertaken by the Company for construction and completion of the Project in accordance with Prudent Utility Practices.

- (m) **“Construction Period”** shall mean the period between Financial Close and COD.
- (n) **“Date of Allotment”** shall mean the Scheduled date of allotment.
- (o) **“Design Requirements”** means the design requirements of the Project/ Project Facilities as set forth in the Techno Economic Feasibility Report approved by the Government and includes the approved changes incorporated by the Company during the Construction Period.
- (p) **“Detailed Investigation Report (DIR)”** means Detailed Investigation Report given to the Company for the particular project
- (q) **“Detailed Project Report (DPR)”** means Detailed Project Report given to the Company for the particular Project.
- (r) **“Dispute”** means any dispute, disagreement or difference in opinion or interpretation between the Parties, in connection with or arising out of this Agreement.
- (s) **“Drawings”** means all of the drawings, designs, calculations and documents pertaining to the Project in accordance with the Design Requirements.
- (t) **“Equity Document”** means document evidencing contribution/ subscription to Company’s equity/ preference capital and includes documents relating to the funds in any other form committed by the Sponsors as per the Means of Finance.
- (u) **“Financial Close”** means the date on which the Financing Documents and Equity Documents have become effective, and the Borrower has immediate access to the funds/ financial assistance committed thereunder.
- (v) **“Financing Document”** means the documents executed by the Company in respect of financial assistance (including refinancing) for the Project to be provided by the Lender/s by way of loans, advances, subscription to debentures and other debt instruments and guarantees, risk participation, take-out financing or any other form of credit enhancement and shall include loan agreements, guarantee agreements, subscription agreements, notes and any documents providing security for such financial assistance, and includes amendments or modifications made thereto.

- (w) **Force Majeure Events** shall have the meaning set forth in Article 7 hereof.
- (x) **“Force Majeure Period”** means period commencing from the date of occurrence of a Force Majeure Event and ending on (i) the date on which the Affected Party acting in accordance with Prudent Utility Practice, resumes or should have resumed such of its obligations the performance of which was excused in terms of sub-article 7.4 (b); or (ii) Termination Date as applicable.
- (y) **“Implementation Guarantee”** shall have the meaning ascribed to it in Section 4.1 of this Agreement.
- (z) **“Independent Auditor”** means a reputed firm of Chartered Accountants registered with ICWA/ ICFAI/ ICAI and who are practising in India.
- (aa) **“Installed Capacity”** means sum of measured output at the generator terminal in kilo (or mega) watts at the rated frequency, voltage and power factor of the turbine generators installed at the Project as per the test procedure set forth in the PPA, at the design head and flow as decided in consultation with the Board/ any other agency authorised by Government, from time to time considering the up-rating, de-rating, etc. as may be applicable.
- (ab) **“Lender”** shall mean financial institution, bank, fund or trust who provide or refinance the debt component of the cost of the Project (including guarantee, letter of credit, risk participation facility, take-out facility and other forms of credit enhancement) and includes subscribers to/ trustee for the holders of debentures/ bonds or other securities issued by the Company to meet the cost of the Project)
- (ac) **“Lead Member”** shall mean the member of the Consortium who has been authorised by the other members of the Consortium to do on behalf of the Consortium all or any of the acts, deeds or things necessary or incidental to this agreement/ PPA.
- (ad) **“Main Meter”** shall mean the Electronic Trivector Meter with Time of Day (TOD) facility of 0.2-class accuracy installed by the Company to record delivery and receipt of Electricity.
- (ae) **“Material Adverse Effect”** means a material adverse effect on the ability of Company to exercise any of its rights or perform/

discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement.

- (af) **“Means of Finance”** means the means of financing the cost of the Project envisaged as at Financial Close.
- (ag) **“O&M”** means the operation and maintenance of the Project during Operations Period including but not limited to functions of maintenance, collection and retention of Fees and performance of other services incidental thereto.
- (ah) **“O&M Contract”** means the Operation and Maintenance Contract that may be entered into between the Company and the O&M Contractor for O&M of the Project/ Project Facility.
- (ai) **“O&M Contractor”** means the person or entity with whom the Company has entered into an O&M Contract for discharging O&M functions for and on behalf of the Company.
- (aj) **“O&M Requirements”** shall mean the requirements as operation and maintenance of the Project Facilities set forth in Schedule G.
- (ak) **“Operations Period”** means the period commencing from COD and ending at the expiry of the BOOT Period.
- (al) **“Power Purchase Agreement”** or PPA shall mean the power purchase agreement to be entered into between the Company and KSEB.
- (am) **“Project”** shall mean design, financing, construction, operation and maintenance of the Project Facilities in accordance with this Agreement.
- (an) **“Project Agreements”** means collectively this Agreement, PPA, any contract for the design, engineering, procurement and construction of the Project, O&M Contract and any other material contract (other than the Financing Documents) entered into or may hereafter be entered into by the Company in connection with the Project.
- (ao) **“Project Cost”** means the cost of the Project as estimated as per the Means of Finance and as approved in the approved TEFR
- (ap) **“Project Facilities”** means collectively the facilities set out in Schedule B of this Agreement
- (aq) **“Project Requirements”** shall mean the requirements set out in the TEFR.

- (ar) **“Project Site”** shall mean the area of land used by the Company for building, operating and maintaining the Project as per the approved TEFR and as described in Schedule B.
- (as) **“Prudent Utility Practices”** means those practices, methods, techniques and standards as changed from time to time that are generally accepted internationally for use in Electric Utility and Power Generation industries (taking into account conditions in India), and used in prudent Electric Utility engineering and operations to design, engineer, construct, test, operate and maintain equipments lawfully, safely, efficiently and economically, as applicable to the power station of the size, service and type of the Project and that generally conform to the manufacturer's operation and maintenance guidelines.
- (at) **“Scheduled Date of Allotment”** shall mean the date of execution of this agreement.
- (au) **“Substitution Agreement”** shall mean the agreement substantially in the form set out in the Schedule C to be entered into between the Government, Company and the Lenders.
- (av) **“Termination”** means termination of this Agreement pursuant to the Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not include the expiry of this Agreement due to efflux of time in the normal course.
- (aw) **“Termination Date”** means the date specified in the Termination Notice as the date on which the Termination could occur.
- (ax) **“Termination Notice”** means the notice of Termination by either Party to the other Party in accordance with the applicable provisions of this Agreement.
- (ay) **“Termination Payment”** means the amount payable by the Government to the Company, based on any appropriate procedure to be decided by the Government, upon termination.
- (az) **Techno Economic Feasibility Report (TEFR):** Techno - Economic Feasibility Report means the report prepared for the 'Project' by the Company in accordance with Schedule D of this Agreement, which shall be inclusive of all the details as required in DPR and the financial viability evaluation.

- (ba) “**Technical Committee**” shall be the committee appointed by the Government under sub article 4. 3(a) comprising of experts from different fields of project development.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,-

- (a) any reference to a statutory provision 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;
- (b) references to Applicable Law shall include the Laws, Acts, Ordinances, Rules, Regulations, notifications, guidelines or bye-laws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) references to "construction" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- (g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) any reference to day shall mean a reference to a calendar day;
- (i) any reference to month shall mean a reference to a calendar month;

- (j) the Annexure and the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (k) any reference at any time to any agreement, deed, instrument, or document of any description shall be construed as reference to that agreement, deed, instrument, or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (l) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (m) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Government and/ or the Independent Auditor shall be valid and effectual only if it is in writing under the hands of the party or the Secretary to Government of the concerned Department or independent auditor or their duly authorised representative, as the case may be, in this behalf and not otherwise;
- (n) unless otherwise stated, 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.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Ambiguities and Discrepancies

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;

- (b) between the written description of the Drawing and the specifications and standards, the latter shall prevail;
- (c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail;
- (d) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2

TERM OF AGREEMENT

- 2.1 This Agreement shall be valid for a period of 30 years from the Date of Allotment (the **BOOT Period**) during which period the Company is authorised to implement the Project and to operate and maintain Project Facilities in accordance with the provisions hereof.

Provided that in the event of Termination, the BOOT Period shall mean and be limited to the period commencing from Date of Allotment and ending with the Termination Date.

ARTICLE 3

PROJECT SITE

3.1 Purchase of Private land

The Company shall purchase private land as may be necessary for implementing the Project without any recourse to the Government or the Board.

3.2 Purchase/lease of Government/ Forest/ Board land

The Company shall obtain on lease/ by purchase Government/ Forest/ Board land as may be necessary for implementation of the project on mutually accepted terms and conditions.

ARTICLE 4

DEVELOPMENT OF THE PROJECT

4.1 Implementation Guarantee

The Company shall on the date of signing of this Agreement furnish a bank guarantee from a Nationalised Bank in favour of the Government valid upto COD or 36 months from Financial Close whichever is later, for an amount equal to 4 lakhs/MW (hereinafter referred to as the “**Implementation Guarantee**”) in a format set out in Schedule F.

4.2 Cancellation of Allotment

(a) The Government may cancel the allotment of the Project and appropriate the Implementation Guarantee in the following circumstances:

- i) In the event of failure of the Company to submit the TEFR in accordance with sub- clause 4.3 below within 15 months from the Date of Allotment; or
- (ii) In the event of the Government/Techinal Committee determining that the Project is techno-economically viable and the Company maintains that the Project is techno- economically unviable; or
- (iii) In the event of non approval of the TEFR by the Government; or
- (iv) In the event of failure of the Company to obtain the Clearances within 33 months from the Date of Allotment.

Provided that the Government may on being satisfied after examination of the relevant documents submitted by the Company that the Clearances have not been obtained despite the earnest efforts made by the Company in this regard return 75% of the Implementation Guarantee to the Company. The decision of the Government shall be final in this respect.

(b) On cancellation of allotment the TEFR submitted by the Company shall become the property of the Government. The

Government shall not compensate the Company for the expenses incurred for preparing the TEFR.

4.3 Submission and Approval of TEFR:

- (a) The Company shall submit the Techno-Economic Feasibility Report (TEFR) in the form and manner as detailed in Schedule D of this Agreement to the Government for scrutiny and approval within 15 months from the Date of Allotment.
- (b) The Government shall scrutinise and take a decision on the TEFR within a period of 120 days from the date of submission and failing which the Company shall be entitled to proceed with the Project as if the TEFR has been approved /released from the Project, as the case may be.

4.4 Techno- Economic Unviability of the Project:

- (a) If pursuant to the preparation of the TEFR, the Company considers the Project to be techno-economically unviable it may request to be relieved of the obligations under this Agreement and submit to the Government necessary documents/data to support their point of view.
- (b) Government may if necessary constitute a Technical Committee to examine the report along with the supporting documents and determine the techno- economic viability of the Project.
- (c) In the event of the Government determining that the Project is techno- economically unviable the Company may be relieved of their obligations under this Agreement without any penalties. In the event of such termination the Government shall return 75 % of the Implementation Guarantee after retaining 25% of the same towards meeting miscellaneous expenses, within 30 days thereof and the TEFR shall become the property of the Government. The Government shall not compensate for any other expenditure incurred by the Company for preparation of the TEFR.

Provided that, if the project is found to be viable by the Government, the Government may intimate the same with details to the Company for review of their stand

Provided further that if the Company refuses to review their stand and submit a revised TEFR accordingly within a period of 90 days, the implementation agreement shall stand cancelled and the implementation gurantee shall be forfeited.

ARTICLE 5

COMPANY'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Company shall have the following obligations:

5.1 Clearances

Company shall in respect of the Project, procure all clearances listed in Schedule E within 33 months from the Date of Allotment. The Company shall be responsible and shall be in compliance with the terms and conditions subject to which these clearances have been issued.

5.2 Financing Arrangement

- (a) The Company shall at its cost, expense and risk make such financing arrangement as would be necessary to finance the Project and other obligations under this Agreement.
- (b) The Company shall achieve Financial Close within 33 months from the Date of Allotment and shall within 30 days thereof submit to the Government and the Board one set each of the Equity Documents and the Financing Documents alongwith a summary sheet containing the Means of Finance and the key terms thereof for information and record.

5.3 Drawings

- (a) The Company shall adopt the Drawings which have been approved by the Government as part of TEFr.
- (b) If the Company proposes any modifications to the Drawings made available as part of TEFr or submits alternate Drawings or Drawings in respect of any item for which no Drawings are made available to it, the same shall be subject to review by the Government/Board as provided in the succeeding clause (c).
- (c) Within 15 days of the receipt of the Drawings pursuant to the preceding clause (b) the Government/Board or any other agency authorised by Government shall review the same and convey its comments/observations to the Company on the conformity of the Drawings with the Design Requirements. If

the comments/observations indicate that the Drawings are not in conformity with the Design Requirements such drawings shall be revised by the Company to the extent necessary and resubmitted to the Government.

- (d) The Government shall thereafter review these Drawings within 15 days of the date of submission failing which the Company shall be entitled to proceed with the Project on the basis of such Drawings.
- (e) Within 90 (ninety) days of COD, the Company shall furnish to the Government and the Board a copy each of "as built" Drawings, including without limitation an "as built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities reflecting the Project as actually designed, engineered and constructed.

5.4 Project Implementation

(a) Construction Works

- (i) The Company is required to commence Construction Works only on or after Financial Close. The Company shall immediately prior to commencement of Construction Works intimate the Board and the Government of the same.
- (ii) Nothing contained in the preceding sub-clause (i) shall be deemed to preclude the Company from commencing Construction Works prior to Financial Close, provided that the Company shall do so entirely at its own cost and risk, and shall not be entitled to seek any compensation therefor or in respect thereof in the event the Agreement is terminated prior to Financial Close for reasons whatsoever. Provided that unless otherwise permitted by Government, no Construction Works shall begin until the Drawings have been approved by the Government/Board or any other agency authorised by Government. The Company shall immediately prior to commencement of Construction Works intimate the Board and the Government of the same.
- (iii) The Company shall adhere to the Prudent Utility Practices and achieve COD within 36 months from the date of Financial Close.

Provided at the request of the Company, the Government may grant an additional period of nine months for achieving the COD on payment of amount of Rs 25000/MW per week for the delay.

- (iv) The Company may undertake Construction Works by itself or through one or more contractors possessing requisite technical, financial and managerial expertise/capability in accordance with the Prudent Utilities Practices; but in either case, the Company shall remain solely responsible for the Construction Works of the Project.
- (v) The Company shall, before commencement of Construction Works have requisite organisation and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project, to deal with the Government/Board and to be responsible for all necessary exchange of information required pursuant to this Agreement;

(b) Construction of Transmission facilities for evacuation of power

The transmission facilities upto the interconnection point shall be constructed by the developer either on its own or through Board as deposit work at the cost and responsibility of the developer. Any modification/upgradation of Substation of the Board, which draws power from the Project, shall be carried out solely by Board as deposit work at the cost of the Company. Carrying out transmission lines by the Company does not entitle the Company transmission license for that line and the Board shall have the right to transmit excess power through this transmission line. On completion of the interconnection facilities the developer has to get it validated and certified by Board/ any other agency authorised by the Government.

(c) Meters

The Company shall at its own cost install the necessary Main and Check Meters with TOD facility and of 0.2 accuracy class, calibrated and certified by Board/ any other authorised agency at the point of grid interface.

(d) Monitoring

Government may authorise Board or any other agency to ensure that the works are carried out as per the approved TEFR and as per the terms and conditions set forth in this agreement. The agency shall monitor the project and give their comments on the lapses, if any, on the part of the Company in the implementation of the Project,. The Company shall take early actions/ precautions necessary as the case may be to correct the lapses. In the event of dispute between the agency and the Company, Government may give a hearing and the decision of the Government will be final and binding.

5.5 Operation and Maintenance

(a) Operation and Maintenance Requirements

The Company shall operate and maintain the Project/Project Facilities in accordance with the Prudent Utility Practices, by itself, or through a contractor possessing the requisite technical, financial and managerial expertise/capability, but in either case, the Company shall remain solely responsible to meet the O&M Requirements.

(b) Failure to meet O&M Requirements

In the event the Company has failed to operate and maintain the Project Facilities in accordance with the Prudent Utility Practices, and such failure has not been remedied despite a notice to that effect issued by the Government/the Board ("**Notice to Remedy**"), Government/Board may, without prejudice to any of its other rights/remedies under this Agreement, but at its discretion, be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the Company. In such an event, the Company shall be liable to reimburse to the Government/Board one and half times the cost incurred in causing such repairs and maintenance within 7 days of receipt of a demand thereof by the Government/Board.

5.6 Insurance

(a) Construction Period

The Company shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the

Construction Period such insurance as are necessary by statute including but not limited to the following:

- (i) builders' all risk insurance;
- (ii) comprehensive third party liability insurance including injury or death to personnel / representatives of Persons who may enter the Project Site;
- (iii) workmen's compensation insurance;
- (iv) Fire protection coverage insurance
- (v) any other insurance that may be necessary as per Prudent Utility Practices to protect the Company, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

(b) Operation Period

The Company shall at its cost and expense, purchase and maintain by re-instatement or otherwise, during the Operation Period insurance against:

- (i) loss, damage or destruction of the Project Facilities, at replacement value;
- (ii) the Company's general liability arising out of the Project;
- (iii) liability to third parties;
- (iv) Fire Protection Coverage insurance
- (v) any other insurance that may be necessary as per Prudent Utility Practices to protect the Company, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

(c) Evidence of Insurance

The Company shall, provide to the Government/Board annually, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of

insurance) obtained by the Company in accordance with this Agreement.

(d) Validity of Insurance

- (i) The Company shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the BOOT Period and furnish copies thereof to the Government/Board. The insurance policy shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Government/ Board in writing. Authenticate Copy of insurance policies taken by the Company shall be submitted to Government annually as a proof of compliance.
- (ii) If at any time the Company fails to obtain or maintain in full force and effect any or all of the insurance required under this Agreement, the Government/Board may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by the Government/Board therefor shall be reimbursed by the Company to the Government/Board together with interest thereon at 5 % p.a over SBI - PLR from the date the respective sums were incurred by the Government/Board, within 7 days from the receipt of claim in respect thereof made by the Government/Board.

(e) Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Company towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Company may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Company shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

(f) Un-insurable Risks

If during the BOOT Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/re-instated in respect of such risk, the Company shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

5.7 Shareholding

During implementation period till COD transfer of ownership of a Company shall be permitted subject to the condition that the transferee satisfies prequalification requirements already set forth, and the same approved by the Government. After COD such transfers shall not involve any conditions.

The Lead member of the Consortium and the Financial Partner shall hold and maintain 26% of the total equity paid up in the Project or 10% of the incurred Project Cost which ever is higher till COD.

5.8 General Obligations of the Company

The Company shall at its own cost and expense:

- (a) investigate, study, design, construct, operate and maintain the Project/Project Facilities in accordance with the Project Requirements;
- (b) Provide access to the Government/Board representatives to the Project Site at all reasonable times for inspecting the Project;
- (c) obtain in such sequence as is necessary to meet the Project requirements all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the BOOT Period;
- (d) operate the Project Facilities within the overall grid operation instructions of the State Load Despatch Centre;
- (e) Ensure that the water shall be used only for the purposes of this Project;
- (f) Use latest available technology, quality materials and equipments for construction of the Project;

- (g) In case, the Company utilizes the services of Board in respect of field investigations, preparation of TEFR, preparation of design specifications, preparation of detailed cost estimate, preparation of tender documents for both civil and electrical works, execution and supervision of construction including site consultation etc the same shall be availed of at mutually agreed rates and conditions;
- (h) Obtain prior permission of the concerned Authorities if the Construction works affect existing structures/ installations of Board/ Irrigation Department/ PWD or any other Department/ Local body;
- (i) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (j) appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
- (k) make efforts to maintain harmony and good industrial relations with and among the personnel employed in connection with the performance of its obligations under this Agreement;
- (l) make its own arrangements for construction materials and observe and fulfil the environmental and other requirements under the Applicable Laws and Applicable Permits;
- (m) be responsible for quality, soundness, durability, safety and the overall Project Requirements notwithstanding the appointment by it of Contractor(s) to implement and/or operate and maintain the Project/Project Facilities;
- (n) comply with all the directions/ controls/ rectifications issued by CEA/ Central Bodies/ Southern Regional Electricity Board Authorities/ CERC/ SERC from time to time and as may be adopted by Government/ Board;
- (o) Carry out such remedial/compensatory measures directed by Authorities to protect environment or any other activity found necessary by concerned Government Departments/Local Bodies;

- (p) Submit quarterly reports on the progress of the Project during the Construction Period to the Government or anybody authorised by the Government;
- (q) ensure that the Project Site remains free from all encroachments and take all steps necessary to prevent or as the case may be remove encroachments, if any;
- (r) Take adequate measures to protect the life and present and future riparian rights of the people living in the upstream/downstream side of the reservoir;
- (s) If blasting operations, etc. are to be resorted to the same shall be undertaken as stipulated by the approved guidelines/ IS codes/ safety provisions;
- (t) Submit annual financial statements certified by the Auditors;
- (u) ensure that the development of the Project does not endanger any structure in the vicinity during construction or in the future;
- (v) obtain at its costs and charges special or temporary right of access, occupation or user of any property that may be required by it in connection with implementation of the Project;and
- (w) Shall not indulge in any act which may directly or indirectly affect the public amenities. In this case the decision of the Government shall be binding on the Company.

5.9 No Breach of Obligations

The Company shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent of performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (a) Force Majeure Event, subject to sub-article 6.4(b) of Article 6;
- (b) Government Event of Default;
- (c) Compliance with the instructions of the Government/Board or the directions of any Government Body other than instructions issued as a consequence of a breach by the Company of any of its obligations hereunder;

- (d) Closure of the Project Facilities or part thereof with the approval of the –Government.

ARTICLE 6

FORCE MAJEURE

6.1 Force Majeure Events

As used in this Agreement, Force Majeure Event means any of the Non-Political Events or the Political Events as set out in sub-articles 6.2 and 6.3 respectively including the impact/consequence thereof which:

- (a) is beyond the control of the Party claiming to be affected thereby (the "**Affected Party**");
- (b) causes Material Adverse Effect and prevents the Affected Party from performing or discharging its obligations under this Agreement; and
- (c) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

6.2 Non-Political Events

Any of the following events which prevents the Affected Party from performing any of its obligations for a continuous period of not less than 7 days from the date of its occurrence, shall constitute a Non-Political Event :

- a) earthquake, flood, inundation, landslide;
- b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) fire caused by reasons not attributable to the Company or the Contractor or any of the employees or agents of the Company or the Contractor;
- d) acts of terrorism;
- e) strikes, boycotts, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Company or the Contractor;
- f) war, hostilities (whether war be declared or not);

- g) invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war;
- h) ionising radiation, contamination by radio activity from nuclear fuel, any nuclear waste, radioactive toxic explosion;
- i) volcanic eruptions;
- j) a Non Political Force Majeure Event causing a Material Adverse Effect under the Power Purchase Agreement.
- k) Any other event of like nature;
- l) any failure or delay of a contractor caused by any of the aforementioned Non-Political Events, for which no offsetting compensation is payable to the Company by or on behalf of the contractor.

6.3 Political Events

Any of the following events shall constitute Political Event

- (a) Change in Law.
- (b) action of Authorities having Material Adverse Effect including but not limited to acts of expropriation, compulsory acquisition or takeover by any Government Body of the Project/Project Facilities or any part thereof or of the Company's or the contractor's rights under any of the Project Agreements, or
- (c) any failure or delay of a Contractor caused by any of the aforementioned Political Events, for which no offsetting compensation is payable to the Company by or on behalf of the contractor.

6.4 Obligations of the Parties

(a) Obligation to Intimate

- (i) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall intimate the other Party of the Force Majeure Event setting out, inter alia, the following in reasonable detail:

- a) the nature, extent of the Force Majeure Event and classification of the same as political/ non-political;
 - b) the estimated Force Majeure Period;
 - c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - d) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
 - e) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- (ii) As soon as practicable and in any case within 5 days of intimation by the Affected Party in accordance with the preceding clause (i), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project / Project Facilities in order to:
- a) finalise the classification of the force majeure event mentioned in item (ia) of (i) above;
 - b) assess the impact of the underlying Force Majeure Event;
 - c) to determine the likely duration of Force Majeure Period; and
 - d) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- (iii) The Affected Party shall during the Force Majeure Period provide the other Party with regular (not less than weekly) reports concerning the matters set out in the preceding clause (ii) as also any information, details or document, which the other Party may reasonably require.

(b) Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (political/ non-political), it shall be excused from performance of such obligations to the extent to which it is unable to perform the same on account of such Force Majeure Event provided that:

- (i) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (ii) the Affected Party shall make all reasonable efforts to mitigate or limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (iii) the Affected Party shall take all remedial measures including duly prosecuting and exhausting all such remedies available to the Affected Party under the Applicable Laws;
- (iv) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other party and the Board written notice to that effect and shall promptly resume performance of its obligations hereunder; and
- (v) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement.

(c) Compensation

In the event of any loss sustained, which is quantified by the Company and accepted by the Government, due to a political force majeure event as aforesaid for a period which may extend from 120 to 365 days at a stretch during a current year/ two consecutive years, it shall be compensated upto 25% of the same by the Government.

6.5 Termination due to Force Majeure Event

(a) Termination

If a Force Majeure Event which is a Non-Political Event continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to approach Government to terminate this Agreement.

If a Force Majeure Event is a Political Event and the same subsists for a period exceeding 365 days the Company shall be entitled to approach Government to terminate this Agreement.

Provided that the Government may at its sole discretion have the option to terminate this Agreement any time after the occurrence of the Political Event.

(b) Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause (a), it shall under intimation to the Board issue Termination Notice to the other Party setting out ;

- (i) details regarding the Force Majeure Event;
- (ii) the proposed Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) any other relevant facts pertaining to the force majeure event.

(c) Obligation of Parties

Following issue of Termination Notice by a Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that,-

- (i) the Termination Payment, if any, based on any appropriate procedure to be decided by the Government by the Government, taking into account the circumstances of such termination and the impact of the same on the affected party is paid to the Company; and

- (ii) the Project Site/Project Facilities is transferred to the Government/ any other agency , on being authorised by Government, by the Company on Termination Date free from all Encumbrance

(d) Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event (political/ nonpolitical, Termination Payment shall be made to the Company by the Government in accordance with the following:

- (i) Prior to COD
 - a) If Termination is due to a Force Majeure Event which is a Non Political Event, the Company shall be entitled to receive and appropriate the proceeds of any insurance obtained by it.
 - b) If Termination is due to a Force Majeure Event which is a Political Event, the Government shall pay Termination Payment based on any appropriate procedure to be decided by the Government. taking into account the political event and the impact on the affected party. This payment shall be given after setting part compensation given as per clause 6.4 (c)
- (ii) After COD
 - a) If Termination is due to a Force Majeure Event which is a Non Political Event, the Company shall be entitled to receive and appropriate the proceeds of any insurance obtained by it.
 - b) If Termination is due to a Force Majeure Event which is a Political Event, the Government shall pay to the Company Termination payment based on any appropriate procedure to be decided by the Government taking into account the political event and the impact on the affected party. This payment shall be given after setting part compensation given as per clause 6.4(c)

Provided that the Government/Board shall be entitled to deduct from the Termination Payment any amount due and recoverable from the Company as on the Termination Date.

6.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Article , no Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

ARTICLE 7

EVENTS OF DEFAULT AND TERMINATION

7.1 Events of Default

(a) Company Event of Default

Any of the following events shall constitute an event of default by the Company ("**Company Event of Default**") unless such event has occurred as a result of one or more reasons set out in sub-article 5.9 of Article 5.:-

- (i) The Company fails to furnish the Implementation Guarantee under Article 4.1;
- (ii) The Company has failed to achieve Financial Close within 33 months from the Date of Allotment;
- (iii) The Company has failed to adhere to the Project Requirements and such failure, in the reasonable estimation of the Government/Board is likely to delay achievement of COD beyond 36 months from Financial Close;
- (iv) The Company has failed to achieve COD within 36 months from Financial Close. Provided at the request of the Company, the Government may grant an additional period of nine months for achieving the COD on payment of amount of Rs 25000/MW per week for the delay.
- (v) Any representation made or warranties given by the Company under this Agreement is found to be false or misleading;
- (vi) The Company has failed to ensure minimum shareholding requirements specified in sub-article 5.8 of Article 5;
- (vii) A Company Event of Default under the Power Purchase Agreement;
- (viii) A resolution has been passed by the shareholders of the Company for the voluntary winding up of the Company;

- (ix) Any petition for winding up of the Company has been admitted and liquidator or provisional liquidator has been appointed or the Company has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of the Government and in consultation with the Board, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Company are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Company under this Agreement and the Project Agreements

provided that,-

- a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Company as on the Date of Allotment.
 - c) each of the Project Agreements remains in full force and effect.
- (ix) A default has occurred under any of the Financing Documents and any of the Lender(s) has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
 - (x) The Company has abandoned the Project Facilities;
 - (xi) The Company has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
 - (xii) The Company has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days;

- (xiii) The Company has delayed any payment that has fallen due under this Agreement for 90 days or more; and
- (xiv) The Company has otherwise been in Material Breach of any of its other obligations under this Agreement.

(b) Government Event of Default

Any of the following events shall constitute an event of default by Government ("**Government Event of Default**"), unless caused by a Company Event of Default or a Force Majeure Event:

- (i) Government is in breach of any of its commitments under this Agreement except those for which specific remedy has been provided elsewhere, and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Company;
- (ii) Government has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (iii) Government has delayed the payment of any amount that has fallen due in terms of this Agreement beyond 90 days.

7.2 Termination due to Events of Default

(a) Termination for Company Event of Default

- (i) Without prejudice to any other right or remedy which Government may have in respect thereof under this Agreement, upon the occurrence of a Company Event of Default, the Government shall subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement as hereinafter provided, under due intimation to the Board.
- (ii) If the Government decides to terminate this Agreement pursuant to preceding sub-clause (i), it shall in the first instance issue Preliminary Notice to the Company. Within 30 days of receipt of the Preliminary Notice, the Company shall submit to the Government in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "**Company's Proposal to Rectify**"). In case of non submission of the Company's Proposal to Rectify within the said period of

30 days, the Government shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Implementation Guarantee, if subsisting.

- (iii) If the Company's Proposal to Rectify is submitted within the period stipulated therefore, the Company shall have further period of 30 days to remedy / cure the underlying Event of Default. If, however the Company fails to remedy/cure the underlying Event of Default within such further period allowed, the Government shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Implementation Guarantee if subsisting.

(b) Termination for Government Event of Default

- (i) Without prejudice to any other right or remedy which the Company may have in respect thereof under this Agreement, upon the occurrence of a Government Event of Default, the Company shall be entitled to approach the Government to terminate this Agreement, except under Cl 7.1 (b) (iii) for which interest at SBI PLR shall be paid by the Government, as hereinafter provided, under due intimation to the Board.
- (ii) If the Company decides to terminate this Agreement pursuant to preceding sub-clause (i) it shall in the first instance issue Preliminary Notice to the Government. Within 30 days of receipt of Preliminary Notice Government shall forward to the Company its proposal to remedy/cure the underlying Event of Default the **"Government 's Proposal to Rectify"**. In case of non submission of Government 's Proposal to Rectify within the period stipulated therefor, Company shall be entitled to approach the Government to terminate this Agreement.
- (iii) If Government 's Proposal to Rectify is forwarded to the Company within the period stipulated therefor, the Government shall have a further period of 30 days to remedy/cure the underlying Event of Default. If, however the Government fails to remedy/cure the underlying Event of Default within such further period allowed, the Company shall be entitled to approach the Government to terminate this Agreement

(c) Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) the estimated Termination Payment including the details of computation thereof; and
- (iv) any other relevant information.

(d) Obligation of Parties

Following issue of Termination Notice by a Party entitled to do so, the Parties shall promptly take all such steps as may be necessary or required to ensure that,-

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities;
- (ii) the Termination Payment, if any, payable by the Government is paid to the Company on the Termination Date; and
- (iii) the Project Site and Project Facilities are transferred to the Government by the Company free from any Encumbrance.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same:

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

7.3 Unilateral Termination

Notwithstanding anything inconsistent contained anywhere in this agreement, in the event of unilateral termination of this Agreement by the Government without the consent of the Company or in the absence of any default by the Company, the procedure for Termination prescribed in the preceding sub articles shall not apply. In such an event, the Company shall be entitled to receive from the Government Termination Payment specified in the following clause (a) of sub-article 7.4.

7.4 Termination Payments

Upon Termination of this Agreement the Company shall be entitled to receive Termination Payment as under;

- (a) If the Agreement is terminated due to Government Event of Default (including unilateral termination referred to in the preceding sub article 7.3), the Company shall receive from the Government, Termination Payment based on any other appropriate procedure to be decided by the Government
- (b) If the Agreement is terminated due to a Company Event of Default the Government reserves the right to take over the Project Site/Project Facilities with/ without any compensation and free from encumbrances.

7.5 Right of Government on Termination

- (a) Upon Termination of this Agreement for any reason whatsoever, the Government shall upon payment of the Termination Payment (if any) to the Company have the power and authority to:
 - (i) Enter upon the Project site and take over the Project Facilities either by itself or through the Board subject to the provisions of the Substitution Agreement;
 - (ii) Subject to the provisions of the Substitution Agreement, enter into an Implementation Agreement with another party on such terms and conditions as the Government shall deem fit;
 - (iii) prohibit the Company or any Person claiming through or under the Company from entering upon/dealing with the Project Site / Project Facilities; and
 - (iv) step in or nominate any person to step in without the necessity of any further action by the Company, to the

interests of the Company under such of the Project Agreements, as the Government may in its discretion deem appropriate with effect from such date as the Government may specify.

Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by the Government for step in shall always constitute debt between the Company and such counter party and the Government shall in no way or manner be liable or responsible for such sums. The Company shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this sub- article .

- (b) Notwithstanding anything contained in this Agreement, Government shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Company in connection with the Project, and the Transfer of the Project Site/Project Facilities by the Company to the Government shall be free from any such obligation.

7.6 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 8

MODE OF PAYMENT BY GOVERNMENT

8.1 Mode of Payment

The Company hereby expressly authorises the Government to pay, Termination Payment and any other payment which becomes payable by the Government to the Company under this Agreement directly to the credit of such account at Thiruvananthapuram as may be designated jointly by the Lenders and the Company and advised to the Government (the “**Designated Account**”).

8.2 Valid Discharge

The Company hereby agrees, undertakes and confirms that,-

- (a) the payment to the credit of the Designated Account shall be made by Government notwithstanding any instructions to the contrary issued subsequently or disputes raised thereof by the Company;
- (b) any payment made in accordance with the preceding clause (a) shall be valid and Government shall to the extent of the payment so made be relieved and discharged of all its obligations in respect of such payments under this Agreement:

Provided that no such discharge shall prejudice any claim which the Company may have against the Lenders.

- (c) In the absence of the Designated Account or upon the Company procuring and furnishing to the Government a certificate from the Lenders to the effect that the Company has discharged all of its obligations under the Financing Documents, all payments accruing to the Company under

this Agreement shall be made by the Government to the Company directly.

ARTICLE 9

TRANSFER OF PROJECT

9.1 Transfer of Project

- (a) Upon the expiry of the BOOT Period by efflux of time and in the normal course, all rights of the developer with respect to the Project gets extinguished and the land found necessary by the Government for the operation and maintenance of the project which was purchased/ leased or obtained otherwise by the Company shall also vest with the Government. The Company shall, transfer the Project Site/ Project Facilities to the Government or Board authorised by the Government free of cost in compliance with the Transfer Requirements as per Schedule H. Title of the land which was purchased by the Company shall also be transferred to Government at a nominal consideration. No compensation shall be payable by the Government on any account under this clause.
- (b) The process of transfer shall be initiated at least 12 months before the actual date of expiry of the BOOT Period by a joint inspection by Government/ Board and the Company. The Government shall, within 15 days of such inspection prepare and furnish to the Company a list of works/ jobs, if any, to be carried out to conform to the Transfer Requirements. The Company shall promptly undertake and complete such works/ jobs at least two months prior to the date of expiry of the BOOT Period and also ensure that the Project Facilities continue to meet the Transfer Requirements until the same are transferred to the Government.

9.2 Retention Money

- (a) In case the Company fails to carry out the works/ jobs envisaged in Clause 9.1 (b), within the stipulated period the Government shall be at liberty to have the same executed by any other Person at the risk and cost of the Company and in such an event the Company shall be liable to reimburse the Government one and half times the cost incurred (as certified by an Independent Auditor) in carrying out such works/ jobs.
- (b) For this purpose the Company shall ensure that suitable clauses are inserted in the Power Purchase Agreement to enable the Board to withhold 25% of bill amount from each payment made to the Company during two years prior to the

expiry of the Power Purchase Agreement (collectively the "Retention Amount").

- (c) The Retention Amount shall be returned to the Company by the Board upon completion of the Transfer Requirements or appropriated to the extent required towards the costs reimbursable by the Company in terms of sub clause 9 (a).

ARTICLE 10

DISPUTE RESOLUTION

10.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement including disputes, if any, with regard to any acts, decision or opinion of the Board or the Independent Auditor and so notified in writing by any Party to the other party (the "**Dispute**") shall in the first instance be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Principal Secretary, Power Department and the Chief Executive Officer of the Company for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 30(thirty) days of such meeting between the two, the Dispute may be referred for arbitration in accordance with the provisions of sub-article 10.2 below.

10.2 Arbitration

(a) Procedure

Subject to the provisions of sub-article 10.1, any Dispute which is not resolved amicably shall be finally settled under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one each to be appointed by the Government and the Company and the third to be appointed by the two arbitrators so appointed. The Party requiring arbitration shall appoint the arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 45 days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with the Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall ordinarily be Thiruvananthapuram but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration and Conciliation Act, 1996.

(e) Performance during Arbitration

Pending the submission of and/ or decision on a Dispute and until the arbitral award is pronounced and enforced, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award as decreed.

ARTICLE 11**REPRESENTATIONS AND WARRANTIES, DISCLAIMER****11.1 Representations and Warranties of the Company**

The Company represents and warrants to the Government that,-

- (a) it is duly organised, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other actions under Applicable Laws and its charter documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) 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;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Company's Memorandum and Articles of Association or of any member of the Consortium or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (h) there are no actions, suits, proceedings or investigations pending or to the Company's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Company Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Body which may result in Material Adverse Effect;
- (j) 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;
- (k) subject to receipt by the Company from the Government of the Termination Payment and any other amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement, all rights and interests of the Company under this Agreement; and in to the Projec / Project Facilities shall cease and be inoperative to the intent and purpose that Project Facilities shall be free and clear of all Encumbrances consequent thereto without any further act or deed on the part of the Company or the Government;
- (l) no representation or warranty by the Company contained herein or in any other document furnished by it to Government or to any Government Body in relation to Applicable Permits 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 not misleading;
- (m) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Company to any Person in connection with this agreement;
- (o) Without prejudice to any express provision contained in this Agreement, the Company acknowledges that prior to the execution of this Agreement, the Company has after a complete and careful examination made an independent evaluation of the Project Site, Project Requirements and the information provided to it as part of the bid documents or otherwise, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Company in the course of performance of its obligations hereunder; and

The Company also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Government shall not be liable for the same in any manner whatsoever to the Company.

11.2 Representations and Warranties of Government

Government represents and warrants to the Company that:

- (a) Government has the full power and authority to enter into this Agreement and perform/ disclose their obligations contained herein ;
- (b) This Agreement constitutes Government 's legal, valid and binding obligation enforceable in accordance with the terms hereof; and
- (c) There are no suits or other legal proceedings pending or threatened against Government in respect of the Project.

11.3 Obligation to notify change

In the event that any of the representations or warranties made/ given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 12

MISCELLANEOUS

12.1 Assignment and Charges

- (a) Subject to clauses (b) and (c) herein below, no Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.
- (b) Except as provided in clause (c) herein below, the Company shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of the Government, which the Government shall be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in clauses (a) and (b) above shall not apply to,-
 - (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Company;
 - (ii) mortgages/ pledges/ hypothecation of goods/ assets/ Project/ Project Facility, as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
 - (iii) assignment of Company's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

12.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by any Party shall, except that under Article 5.6(d), if the same be not paid to the Party entitled to receive the same, within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at SBI PLR from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off:

Provided that the stipulation regarding interest for delayed payments contained in this sub-article shall neither be deemed or construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

12.3 General Liability and Indemnity

- (a) The Company shall indemnify, defend and hold Government harmless against any and all proceedings, actions and third party claims arising out of a breach by Company of any of its obligations under this Agreement except to the extent that any such claim has arisen due to breach by Government of any of its obligations under this Agreement or a Force Majeure Event which is a Political Event.
- (b) The Government shall, indemnify, defend and hold harmless the Company against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of breach by Government, its officers, servants and agents of any obligations of Government under this Agreement except to the extent that any such claim has arisen due to breach by the Company of any of its obligations under this Agreement.

12.4 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Thiruvanthapuram, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.5 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement,-
 - (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.

- (b) Neither the failure by a Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to any other Party shall be treated or deemed as waiver/ breach of any terms, conditions or provisions of this Agreement.

12.6 Survival

Termination of this Agreement,-

- (a) shall not relieve the Company or Government of any obligations already incurred hereunder which expressly or by implication survives Termination hereof; and
- (b) (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

12.7 Amendments

This Agreement, Annexure and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

12.8 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below :

If to Government

If to the Company

Or such address, telex number, or facsimile number as may be duly intimated by the respective Parties from time to time, and shall be deemed to have been made or delivered,-

- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address; and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

12.9 Severability

If for any reason whatsoever any provision of this 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 shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable:

Provided that failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

12.10 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

12.11 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

12.12 Exclusion of Implied Warranties etc

This 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 any Party not contained in a binding legal agreement executed by the Parties.

12.13 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of Government by

(Signature)
(Name).....
(Designation).....

In the presence of:

1).....
2).....

SIGNED, SEALED AND DELIVERED

For and on behalf of COMPANY by:

(Signature)
(Name).....
(Designation).....

In the presence of:

1).....
2).....

List of Schedules

- Schedule A:** Letter of Allotment
- Schedule B:** Project Facilities and Project Site
- Schedule C:** Substitution Agreement
- Schedule D :** Format for TEFR
- Schedule E:** Clearances
- Schedule F:** Implementation Guarantee
- Schedule G:** O & M Requirements
- Schedule H :** Transfer Requirements

SCHEDULE A
LETTER OF ALLOTMENT

Date

Letter of Allotment

Ref: _____ on BOOT basis (Project)

Sir

1. With reference to your Proposal dated _____ under cover of your letter no. _____ dated _____ submitted in response to the Request for Proposal for the captioned Project issued by the Governor of Kerala, represented herein by the Principal Secretary to Government, Power Department, Government of Kerala (hereinafter referred to as the "Government"), I hereby convey that the your Proposal with the ----- Quote has been accepted and the Project is being allotted to you, by the Government.
2. This Letter of Allotment is subject to your execution of the Implementation Agreement, and furnishing the Implementation Guarantee valid upto ----- by way of an irrevocable Bank Guarantee of an amount equal to Rs. _____, within four weeks from the date of this Letter of Allotment in accordance with the provisions of the RFP.

As provided in the RFP, your failure to comply with this requirement shall constitute sufficient grounds for annulment of this allotment and forfeiture of the Bid Security.

Please acknowledge receipt of this letter immediately.

Yours sincerely,

(Authorized Signature)
(Name and Title of Signatory)

SCHEDULE B

Project Facilities

(as per approved TEFR)

(will be attached in the format given in RFP)

SCHEDULE C

SUBSTITUTION AGREEMENT

(will be attached later in the format given in RFP)

SCHEDULE D

**TECHNO ECONOMIC FEASIBILITY REPORT
FOR
HYDRO ELECTRIC PROJECTS**

(will be attached later in the format given in RFP)

SCHEDULE E

Clearances

CLEARANCES/ PREREQUISITES REQUIRED BEFORE START OF EXECUTION OF SMALL HYDRO POWER PROJECT

In general the following clearances/ prerequisites are required before start of execution of the Small Hydro Project

1. Registration of the company under Companies Act, 1956.
2. Gazette Notification under Section 29(ii) of Electricity (Supply) Act 1948
3. Approval of Techno Economic Feasibility Report (T.E.F.R) & Designs submitted by the developer by the Government of Kerala / Kerala State Electricity Board.
4. Signing of Implementation Agreement with Power Department, Government of Kerala, for the Construction of the Project.
5. Signing of Power Purchase Agreement with Kerala State Electricity Board.
6. Land Acquisition.(Execution of lease agreements with Government of Kerala/Kerala State Electricity Board/Local Bodies/other agencies if required), outright purchase of private land.
7. Approval from State Forest Department/ Ministry of Environment & Forests, if required.
8. Clearance from Kerala State Pollution Control Board, if required.
9. NOC from Kerala State Electricity Board, if required.
10. Any other clearances as may be required by Central/ State Government/local bodies for the execution of these projects.

Note :

In case of change in statutory laws, respective changes come in effect as and when they come into effect upon being adopted by the Government of Kerala.

SCHEDULE F

IMPLEMENTATION GUARANTEE

(PROFORMA OF BANK GUARANTEE)¹

THIS DEED OF GUARANTEE executed on this the ---- day of ---- at ----- by ----- (Name of the Bank) having its Head/Registered office at ----- (hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns);

In favour of

The Governor of Kerala, represented herein by the Principal Secretary to Government, Power Department, Government of Kerala (hereinafter referred to as the “Government” which expression shall whenever the context so requires or admits, mean and includes its successors and assignees).

WHEREAS

- A. By the Implementation Agreement dated ----- (“the Implementation Agreement”) entered into between the Government and M/s. ----- Limited, a company incorporated under the Companies Act, 1956 having its registered office at ----- (“the Company), the Company has been authorised to implement the Project on build, own, operate and transfer basis.
- B. In terms of Article 4.1 of the Implementation Agreement, the Company is required to furnish to the Government, an unconditional and irrevocable bank guarantee for an amount of Rs. _____/- (Rupees _____ Million only)² as security for due and punctual performance/discharge of its obligations under the Implementation Agreement during the Implementation Period.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Implementation Agreement during the Implementation Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :

¹ To be issued by a Scheduled Bank in India

² to be modified as per RFP

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Implementation Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by Company of all its obligations under the Implementation Agreement during the Implementation Period.
3. The Guarantor shall, without demur, pay to the Government sums not exceeding in aggregate Rs. _____/- (Rupees _____ Million only),³ within five (5) calendar days of receipt of a written demand therefor from the Government stating that the Company has failed to meet its performance obligations under the Implementation Agreement during the Implementation Period. The Guarantor shall have not go into the veracity of *any breach or failure on the part of the Company or validity of demand* so made by the Government and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, the Government shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Implementation Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by the Government or any indulgence shown by the Government to the Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by the Government or any indulgence shown by the Government provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/released earlier by the Government in accordance with the provisions of the Implementation Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____/- (Rupees _____ Only)⁴.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.

³ to be modified

⁴ to be modified

7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by ----- Bank by
the hand of Shri -----
its ----- and authorised official.

SCHEDULE G

O & M REQUIREMENTS

OPERATION AND MAINTENANCE (O & M) REQUIREMENTS

- 1.0 General
- a. The Company shall comply with the O&M Requirements set out in this Schedule. In doing so, the Company shall ensure that the Project Facilities are maintained to the standards and specifications as set out in the TEFR and DPR and shall also meet the other requirements, if any, set out in the Agreement. The O&M Requirements specified should be made available for each and every equipment/ system in a simple and lucid manner, so that even new personnel do not have any difficulty in following it.
- b. In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, the Company shall take all such actions and do all such things (including without limitation, organising itself, adopting measures and standards, executing procedures including inspection procedures and engaging contractors, if any, agents and employees) in such manner, as will :
- (i) Ensure the safety of personnel deployed on Project Facilities or part thereof;
 - (ii) Ensure that leakages of compressed air, pressure oil and water from pipelines, receivers and fittings etc., is minimum and thus unnecessary operation of motor is avoided;
 - (iii) Ensure that the amount of water leakages should be minimised to the least possible extent;
- c. During the BOOT Period, the Company shall ensure that :
- (i) The Project Facilities are kept free from undue deterioration and undue wear;
 - (ii) applicable and adequate safety measures are taken;

- (iii) Any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/ minimised;
- (iv) disturbance or damage or destruction to property of third party by operations of the Project Facilities is controlled/ minimised;

2.0 Operation and Maintenance Schedule

- a. The Company shall operate and maintain the Project in accordance with the Operation and Maintenance Schedule (O&M Schedule). 60 days prior to the commencement of each tariff year, the Company, shall get the O&M Schedule approved from the Board.
- b. Six weeks prior to the anniversary of COD each year, the Company shall submit an annual O&M Schedule for the next year of operations.

3.0 Outages

- a. The Company shall submit a written schedule to the Board of its desired Scheduled Outage periods, at least 60 days before the commencement of each Tariff year. Within 15 days of the receipt of the same, the Board shall notify the Company in writing if the requested Scheduled Outage periods are acceptable to the Board. If there are any requested Scheduled Outage periods that the Board cannot accept, the Board shall advise the Company of the time period when such proposed Scheduled Outage can be rescheduled, which rescheduled time periods shall be of equal duration as the Scheduled Outage period proposed by the Company. The Board may only request a revision to the Company's proposed Scheduled Outage to accommodate the reasonable requirement of the Board and the Grid System subject to Prudent Utility Practices and this Agreement, the Company shall use reasonable efforts to accommodate all the reasonable requests of the Board. If the Board does not notify the Company in writing within 15 days of receipt of the written schedule of desired Scheduled Outages, it shall be deemed to have consented to the desired Schedule Outage as per the written schedule. A minimum of fifteen day's notice shall be given by the Company to the Board prior to taking the shutdown for maintenance of the Project.
- b. Either party may, upon written notice given not later than 30 days prior to a Scheduled Outage, request the rescheduling of such Scheduled Outage. Any rescheduling of a Scheduled Outage in accordance with Section (a) shall be subject to mutual approval of the Parties, which approval shall not be unreasonably withheld or delayed.

- c. The Company shall use reasonable efforts to give advance notice to the Board to the extent possible of any Unscheduled Outage and shall provide the Board with an estimate of the duration and scope of such outage. Following any Unscheduled Outage the Company shall use reasonable efforts to return the equipment of the Unit/ Project as soon as reasonably practicable to the level of generation immediately prior to such Unscheduled Outage.
- d. Except when the equipment of the station is under forced shutdown or is under Scheduled Outage, such equipment or any auxiliaries or works in relation thereto shall not be taken out for maintenance, testing or overhaul resulting in outages or reduced generation unless mutually agreed upon by both the Parties.

4.0 Reporting Requirements

The reporting and information that generally need to be provided by the Company are given below. The Requirements given below are indicative of the type of information to be provided. The format of such reports, recording requirements, software standards and number of copies required would be finalised in consultation with the Board. All reports and records shall be in the English language.

5.0 Inspection Reports and Remedial Measures

The periodicity of inspections for maintenance activities by the Company shall be set out in the O&M Schedule and regular reports on the same shall be sent to the Board. Where required, the Company shall carry out any maintenance, repair or rehabilitation works found necessary as a result of such inspections.

6.0 Maintenance of registers

In addition to the hourly readings following registers may be adopted.

a. Defect register:

Any defect/ breakdown observed on the operating equipment/ device shall be entered in the register by operation staff. The defects shall be segregated according to their nature viz. immediate action Normal action and Action during outage shutdown. Maintenance personnel shall note the problem and take action. It is mandatory that maintenance shall be under taken at the earliest given opportunity.

b. Message Registers:

For easy and proper flow of communication within the plant and with outside agencies, such registers shall be maintained. This serves as a source for useful future reference.

c. History Card:

Details of important maintenance or repair other than routine maintenance carried out on an equipment or system is reflected in History card which proves very useful during future references. A history card shall be maintained for each and every device/equipment/ system.

d. Service Agencies:

A detailed and comprehensive list of OEM's suppliers and contractors connected with power plants is maintained. Service reports are carefully preserved as a bible for future reference.

SCHEDULE H

TRANSFER REQUIREMENTS

1. This Schedule sets out the minimum requirement of the physical condition of the Project Site/Project Facilities ["Minimum Criteria"] at the time of transfer .
2. Before transferring back, a joint inspection of the Project Facilities would be carried out by the Government/the Board and the Company.
3. An inventory of all assets to be handed to the Government/the Board shall be prepared in detail itemwise in a format approved by the Government.
4. The Minimum Criteria shall be:

Project Facilities	MINIMUM REQUIREMENTS
LAND	Project Site (Land) / Project Facilities shall be free of all encumbrances.
Access to sites	Cleared of from thick vegetation and access to site shall be jeepable road for transportation of men,equipements and materials.
Dam/Weir and Intake	Properly maintained, there shall not be any damage
Dam Gates/ Intake Gates	In working condition. Properly greased and maintained. No leakage through the gates
Waterconductor system (Tunnel/ Tunnel adits/ Penstocks)	No leakage through the water conductor system
Forebay/ Surge tank	In working condition
Power House building	Properly maintained

Generators, Turbines/ power station	In working condition. Maintenance as per manufacturers requirements shall be done by the Company as stipulated in the relevant Indian Standards prevailing at the time of handing over. Capable of 24 hour continuous operation during the water available season in the last year of BOOT period. Capable of possible generation with the available water at the time of transfer.
Gates/ Valves/ other electro-mechanical equipments	In working condition. All leaks to be rectified
Switchyard	Transformer, CT, PTs, Breakers etc should be proper working condition and as per the Safety Standards.
Evacuation System	Bridges, cables ,condutors, towers should be in working condition as per relevant standards

5. Provided that repairs/ rectification recommended by Dam Safety Authority (DSA) to any of the structures, equipments and appurtenantats shall be carried out by the Company to the satisfaction of the Government. Any charges incurred by the Government towards the noncomplaine of the directions of the DSA shall be appropriated against the retention energy.
6. All surveys, investigation, tests made in respect of the inspection for transfer shall be at the Company's cost and expense.
7. Deliverables :
 - As built drawing, Project Records,
 - All Operation and Maintenance manuals as updated and restored

Part III

DRAFT - 28.6.2013

(subject to final approval of KSERC)

MODEL

POWER PURCHASE AGREEMENT

BETWEEN

KERALA STATE ELECTRICITY BOARD

AND

.....

..... **2013**

(Reference: PPA between KSEB & Viyyat Power P Ltd.)

This agreement entered into on this day the _____ day of _____ (Month) _____ (Year) at Thiruvananthapuram

BETWEEN

Chairman, Kerala State Electricity Board (hereinafter referred to as "Board" which expression shall, unless repugnant to the subject or context include its successors, legal heirs and /or assignees as well) of the one part,

AND

....., a company incorporated under Companies Act 1956 having its registered office at (hereinafter referred to as the "Company" which expression shall when the context so admits or implies be deemed to include its successors, legal heirs and/or assignees as well) of the other part.

WHEREAS:

- A. In pursuance of the Government of India policy regarding participation of the private sector in development of renewable hydel projects the Government of Kerala (GOK) has proposed to encourage and facilitate the development of Small Mini Hydel projects as captive and independent power projects to exploit the hydel potential and develop low cost generation sources within the state.
- B. Government of Kerala vide Government order No..... dated 2013 allowed private sector participation in generation of power through Small/Mini/Micro hydel schemes.
- C. Power Department, Government of Kerala invited competitive proposals from eligible persons for implementing the Project and in response thereto, Power Department received proposals from several persons including the Company for implementing the Project
- D. Power Department after evaluating the aforesaid proposals accepted the proposal submitted by the Company / the Consortium and issued Letter of Allotment dated (LOA) to the Company/the Consortium.
- E. In accordance with the terms of the proposal submitted by the Company, the Company is incorporated as a special purpose vehicle to implement the Project and Power Department has agreed to grant to the Company, the Concession.
- F. Board is now desirous of purchasing the power generated by the Company.

NOW, THEREFORE, in view of the foregoing promises and in consideration of the mutual covenants and agreements hereinafter set forth, the Board and the Company (each together with their respective successors and assigns) intending to be legally bound, HEREBY AGREE AS FOLLOWS

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Wherever the following terms appear in this agreement, whether in the singular or in the plural, present or past tense, they shall have the meaning stated below, unless repugnant to the context:

(a) **“Agreement”** means this agreement including all appendices, exhibits and schedules together with any amendments thereto as may be made by mutual consent of both the parties in writing.

(b) **“Authorised Agency”** means any agency duly authorized by Government for the purpose.

(c) **“Auxillary Power Consumption”** means the difference between the number of units (Kwh) generated by the Project as measured at the generator terminals at each generator unit and the number of units (kwh) as measured at the Delivery Point including transformation losses (which shall be limited to 1% of energy generated).

(d) **“Availability”** in relation to the Project means the capacity of the Project (including all the generator units) to generate power on availability of water. The annual availability of the project shall be determined as per the following formula:

$$\text{Percentage Annual availability} = \frac{(H1U1 + H2U2 + \dots) * 100}{(U1 + U2 + \dots) * 8760}$$

Where U1 and U2--- are the capacities in Mega watt of the units, H1, H2—are the hours for which the respective units were available for operation during the years. In leap year, instead of 8760 hours it shall be substituted by 8784 hours.

(e) **“Billing Date”** means the 5th day after the Metering Date.

(f) **“Billing year”** shall mean the period beginning on the Commercial Operation Date and ending at 12.00 midnight of March 31st of the following year. Thereafter each successive billing year shall begin on April 1st and end on March 31st of the following year, except that the final billing year shall end on the date of expiry of the term or on termination of this agreement, whichever is earlier.

(g) **“BOOT”** means Built, Own, Operate and Transfer the project in accordance with the prudent utility practices as per the terms and conditions set forth in this agreement and implementation agreement.

(h) **“BOOT Period”** shall have the meaning assigned to it in the Implementation agreement:

(i) **“Business Day”** shall be construed as a reference to a day (other than a Sunday) on which the commercial bank and Board are open for business in Thiruvananthapuram.

(j) **“Change in Law”** shall have the meaning ascribed to it in the Implementation Agreement.

- (k)“**Check Meter**” means any meter and/or metering device of accuracy class equivalent to the Main Meter installed and maintained by the Board at the cost of the Company at the interconnecting point in the Company’s switchyard with metering facilities at 66 kV side to measure the delivery and receipt of energy and power for the purpose of checking the Main Meter.
- (l)“**Clearances**” shall mean the clearances as mentioned in Schedule 7.
- (m)“**Commercial Operation Date (COD)**” shall mean with respect to each generating unit, the date on which such generating unit marks entry into commercial service and with respect to the Project the date on which the Project marks commercial operation pursuant to the Performance Tests demonstrated by the Company before Board or any other agency authorized by GOK pursuant to the Article 4.
- (n)“**Day**” shall mean 24 (twenty four) hours period beginning at 0.00 Hrs Indian Standard Time and ending at 24.00 Hrs on the same day.
- (o)“**Date of Completion**” means the CoD.
- (p)“**Delivered Energy**” means the total energy delivered and metered at the 66kV at a point specified in clause 3.1(b) of article 3 and delivered at the substation bus bars.
- (q)“**Design Energy**” means the energy to be generated by the Project in a year as detailed in the hydrology study contained in the approved Techno - Economic Feasibility Report (TEFR). .
- (r)“**Despatch Instructions**” means the instruction from control centre of State Load Despatch Centre in accordance with Prudent Utility Practices and this Agreement to schedule and control the generation at the Project in order to commence, increase, decrease or cease the energy delivered to the Board grid system.
- (s)“**Dispute**” shall have the meaning ascribed thereto in Article 15 hereof.
- (t)“**Delivery Point**” shall be the point or points at which interconnection is made between the Interconnection Facilities of the Company and the Grid System of the Board.
- (u)“**Due date of Payment**” means the 10th day after Billing Date.
- (v)“**Evacuation System**” shall mean transmission facilities built from the generator switch yard of the Project at ____ kv upto the Delivery Point.
- (w)“**Equity**” means the amount spent on Project Cost equal to the sum of:
- i) Paid up capital and premium contributed by the promoters, the public or any other persons towards the share capital of the Company
 - ii) Any portion of loan, debenture or other obligation converted as equity.

- iii) Any other contributions by the promoters or others, as approved by the Government / Board, where no interest or other similar remuneration is charged to the Board/ Government.

No part of any such amount referred to in this definition shall be Equity unless it is exclusively used in connection with the Project cost .The amount of Equity shall be calculated as of the date of such investment or advance and shall be calculated in the applicable currency in which Equity contribution was paid.

(x)“Financial Close” means the signing of the Financing Documents for Project financing and the fulfillment of all conditions precedent to the initial availability of funds thereunder and the receipt of commitments for such Equity as required by the Company in order to satisfy the requirements of the Lenders, provided however that the Company has immediate access to funds (subject to giving the required draw down notices) regarded as adequate by the Company and on terms regarded as satisfactory by the Company.

(y)“Force Majeure” shall have the meaning set forth in Article 13 hereof.

(z)“Government” shall mean the Government of Kerala.

(aa)“Generating Unit” means one set of hydro turbine generator and auxiliary equipment and facilities forming part of the project.

(ab)“Grid System” means Board’s network of transmission and distribution through which the Delivered Energy is evacuated and distributed.

(ac)“Implementation Agreement” shall mean the agreement dated 10.12.2004 entered into between the Government of Kerala and the Company for this Project.

(ad)“Infirm Energy” means energy generated prior to the date of Commercial Operation Date of each generating unit and metered at the Delivery Point.

(ae)“Installed capacity” shall mean the capacity of the Project at the generating terminals guaranteed by the Company to the Board and for the Project equal tokW.

(af)“Interconnection Facilities” shall mean all facilities installed by the Company to enable the Board’s Grid System to receive the Delivered Energy from the Project at the Delivery Point including the transformer and the associated equipments, relay and switching equipments, protective devices and safety equipments and transmission lines from the Project to the **interconnecting point in the Company’s switchyard.**

(ag)“Inter connection Point” shall mean gantry point or points in the outdoor switch yard of the project from or at the interconnecting facility at the grid /sub station from where the board system and the project are connected . Delivery point and interconnecting point shall be at the company’s switch yard.

(ah)“State Load Despatch Centre” shall include Load Despatch Centre of the Board till the constitution of State Load Despatch Centre as defined in the Electricity Act 2003..

- (ai) **“Material Adverse Effect”** means a material adverse effect on the ability of Company to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement
- (aj) **“Maintenance Outage”** shall mean an interruption or reduction of the generating capability of the Project for purpose of performing work on specific components which work should not in the reasonable opinion of the Company be postponed until the next Scheduled Outage and shall be scheduled and allowed by the Board.
- (ak) **“Main Meter”** shall mean the Electronic Trivector Meter of 0.2-class accuracy with TOD facility installed by the Company to record the delivery and receipt of Electricity.
- (al) **“Meters”** shall mean Main and Check Meters
- (am) **“Metering Date”** for a billing period shall mean the first working day of each calendar month
- (an) **“Metering Point”** means the point located at the interconnection point at which the energy delivered is metered.
- (ao) **“MVAR”** means Megavars
- (ap) **“MW”** means Megawatts
- (aq) **“MWh”** means Megawatt hour.
- (ar) **“Nominal Capacity”** with respect to a generating unit means the net generating unit capacity of 1.5MW, at 0.9 pf at the Delivery Point and with respect to the Project the net generating capacity of 3.0MW of 0.9 pf at the Delivery Point under the Project Site condition and frequency variation between 47.5 Hz and 51.5 Hz (at 40^oc and at 80% relative humidity) as furnished by the manufacturer/supplier in the purchase contract with the Company and after deduction of auxiliary consumption.
- (as) **“Operation and Maintenance Expenses”** means annual amount, for the operation and maintenance of the Project including insurance charges.
- (at) **“Performance Tests”** shall mean the tests specified in Schedule 3.
- (au) **“Project”** shall mean the design, financing, construction, operation and maintenance of the hydro electric power station proposed to be established by the Company at Iruttukanam comprising of 2units with individual capacity of 1500kW and a total Installed Capacity of 3000kW.
- (av) **“Project Facilities”** shall mean buildings, diversion structure, dam/weir, water conductor systems, forebay, powerhouse, switchyard, tail race, all energy producing equipment and its auxiliary equipment, switch gear, transformer, protection equipment, access road, evacuation line upto Delivery Point and the like necessary to deliver the electrical energy of the power house to the Board at the Delivery Point.

- (aw) **“Project Site”** shall mean the real estate particulars whereof are set out in Schedule 11 on which the Project is to be implemented and the Project facilities are to be provided by the Company in accordance with this Agreement
- (ax) **“Prudent Utility Practices”** mean those practices, methods, techniques and standards as changed from time to time that are generally accepted internationally for use in Electric Utility and Power Generation industries (taking into account conditions in India), and used in prudent Electric Utility engineering and operations to design, engineer, construct, test, operate and maintain equipments lawfully, safely, efficiently and economically, as applicable to the power station of the size, service and type of the Project and that generally conform to the manufacturer's operation and maintenance guidelines.
- (ay) **“Schedule Outage”** means a planned interruption or reduction of the generating capability of a unit or the power station that:
- (i) is not a Maintenance Outage.
 - (ii) has been scheduled and allowed by the Board in accordance with Article 7.3.
 - (iii) is for inspection, testing, preventive maintenance, corrective maintenance, repairs, replacement or improvements.
- (az) **“Substitution Agreement”** shall mean the Substitution Agreement to be entered into between the Government, the Lenders and the Company.
- (aaa) **“Synchronisation Date”** shall mean the date on which electric energy is generated and delivered in the Board system for commissioning, testing and initial startup.
- (aab) **“System Emergency”** emergency in the grid system of Board due to failure of system consequent on shortfall in capacity out of technical constrain or otherwise.
- (aac) **“Tariff”** shall mean as defined in Article 8
- (aad) **“Tariff Year”** shall mean the period commencing from July 1st till June 30th of the following year.
- (aae) **“Technical Limits”** shall mean the limits and constraints described in Schedule 4, relating to operation and maintenance and dispatch of power from the Project.
- (aaf) **“Termination”** means the early termination of this Agreement pursuant to the Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not unless the context otherwise requires include the expiry of this Agreement due to efflux of time in the normal course.
- (aag) **“Termination Date”** means the date specified in the Termination Notice as the date on which the Termination occurs
- (aah) **“Termination Notice”** means the notice of Termination by either Party to the other Party in accordance with the applicable provisions of this Agreement.
- (aai) **“Termination Payment”** means the amount payable by the Government to the Company under the Agreement upon termination.
- (aaj) **“Tested Capacity”** shall mean the capacity of the plant determined pursuant to the Performance Tests.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision 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;
- (b) references to Applicable Law shall include the laws, Acts, Ordinances, Rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) any terms which are used but not defined under this Agreement shall have the meaning ascribed thereto under the Implementation Agreement entered into between the Government of Kerala and the Company.
- (e) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (f) references to "construction" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- (g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) any reference to day shall mean a reference to a calendar day;
- (i) any reference to month shall mean a reference to a calendar month;
- (j) the Annexure and the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (k) any reference at any time to any agreement, deed, instrument, Concession or document of any description shall be construed as reference to that agreement, deed, instrument, Concession or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (l) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (m) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Government and/or the Independent Auditor shall be valid and effectual only if it is in writing under the hands of the party or Secretary

(Principal) of the concerned Department or Independent Auditor or their duly authorised representative as the case may be, in this behalf and not otherwise;

- (n) unless otherwise stated, 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.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Ambiguities and Discrepancies

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) between the written description of the Drawing and the specifications and standards, the latter shall prevail;
- (c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail;
- (d) between any value written in numerals and that in words, the latter shall prevail.

Article 2**TERM OF AGREEMENT AND CONDITIONS PRECEDENT****2.1 Term of Agreement:**

This Agreement shall be valid for the entire BOOT Period under the Implementation Agreement;

Provided that in the event of Termination, the term of this Agreement shall mean and be limited to the period commencing from date of this Agreement and ending with the Termination Date.

2.2 Conditions Precedents

The obligations of Board and the Company under this Agreement shall become effective except for infirm energy as provided in relevant articles on fulfillment of conditions specified in clauses a and b below:

a) Obligations of the Company:

The Company shall have:

- (i) Achieved COD as per the Implementation Agreement.
- (ii) Received all Clearances, statutory or otherwise required to execute and operate the Project; and
- (iii) Obtained approval of the Kerala State Electricity Regulatory Commission (KEREC) for the terms of this Agreement.

Note:

The Company shall promptly inform the Board the date on which the conditions precedent pursuant to Article 2.2 has been fulfilled.

b) Obligations of the Board

The Board shall have obtained all approvals, consents and licenses that are required to enable the Board to enter into this Agreement.

2.3 Non Fulfillment of Conditions Precedent:

Non fulfillment of the conditions precedent or refusal to waive the conditions precedent which are not fulfilled on completion of 36 months from date of Financial Close of the Project unless extended by mutual agreement are grounds for termination of the Agreement by either Party.

**ARTICLE 3
RESPONSIBILITIES OF THE COMPANY AND THE BOARD**

3.1 Responsibilities of Company

- a) The Company shall operate the Project in a safe manner and shall comply with the statutory/regulatory measures applicable to the operation of the Project promulgated by the Government of Kerala /Government of India.
- b) The Company shall generate power at kV, stepped up to ...kV and transmitted to Board inter connecting point in the existing ...kV transmission line located at, which is at a distance of km from the project switch yard. The net power generated after deductions for Auxiliary Power Consumption will be transmitted over the line.
- c) The Company undertakes to maintain the Interconnection Facilities including transmission line upto Delivery Point in accordance with the specification and requirements as notified to the Company by the Board at its own cost and in accordance with Prudent Utility Practices. The transmission lines so constructed shall remain as dedicated transmission line without provisions for any tapping.
- d) The Company shall at its own cost and expense purchase and maintain by due reinstatement or otherwise such insurance as may be necessary till the expiry of this Agreement.
- e) The Company shall operate and maintain the Project during the term of the Agreement, in accordance with:
 1. Implementation Agreement;
 2. Prudent Utility Practices;
 3. All applicable laws and directives;
 4. The manuals, instructions and manufacturer's guidelines supplied by construction contractors, manufacturers of equipments/suppliers etc;
 5. Despatch Instructions; and
 6. Guaranteed capacity.
- f) The Company shall give four months advance notice to the Board intimating the readiness of each generating unit to be electrically synchronised for the first time and connected to the inter- connecting point.
- g) The Company shall give Board 60 days notice before COD of each generating unit/Project.
- (h) The Company shall ensure that reactive power corresponding to active power generation pumped into Board grid system corresponding to a power factor of 0.9 based on the design parameters as approved in the TEFR.
- (i) The Company undertakes that in case of emergency in Board's evacuation System, it will back down the generation till such time normalcy is restored. **Board and the Company would abide by the decision of SLDC regarding scheduling of generation. Board and the Company realises that stoppage of generation for long duration due to such exigencies will be rare.**

- (j) The Company shall submit the Financing Documents to the Board within 30 days of the signing thereof.
- (k) The Company shall prepare the Operation and Maintenance schedule consistent with the Implementation Agreement of units and get it approved by the Board within 60 days before each Tariff Year.

3.2 Responsibilities of Board

- (a) The Board will provide all possible assistance to the Company in its initiatives in obtaining all way-leaves required for construction, installation, operation and maintenance of the Project including:
 - i) Access to the project;
 - ii) Transmission facilities for the export of energy to the Board Grid system;
 - iii) Pipelines for water;
 - iv) Other utility supplies and communication links and
 - v) Supply of construction power to the Project **shall be at industrial tariff.**
- (b) The Board shall give the Company 15 days notice regarding the readiness of the Interconnection Facility at the switching sub station/grid for the full evacuation and utilisation of energy/power from the Project.
- (c) The Board shall off take all the electricity made available by the Company at the Delivery Point subject to system constraints and Force Majeure conditions.

3.3 Mutual Covenants

Each party will duly pay all rents, taxes, cesses, fees, revenues, assessments, duties, other outgoing and other amounts owed by it and will observe all the rules and regulations pertaining to the same, and will not do or omit to do or suffer to be done anything which could reasonably be expected to adversely affect or prejudice the interest and rights of the other party in any manner whatsoever.

ARTICLE 4**COMMISSIONING AND ENTRY INTO COMMERCIAL SERVICE****4.1 Performance Test to establish Entry into Commercial Service**

The Company shall, at least 7 days prior to the Date of Completion, give the Board notice of and shall invite Board's representatives or any other agency authorized by Government to attend the Performance Tests.

4.2 Certificate of Commercial Operation

The Board or authorized agency of Government shall issue Certificate of Commercial Operation of the Project to the Company on successful completion of the Performance Tests.

For the purposes of this clause each of the generating unit and/or the Project shall be deemed to enter into commercial service after the Company has demonstrated fourteen day's operation with a minimum of one day's continuous operation of such generating unit and/or the Project and during such period it achieves the Tested Capacity of at least ninety percent (90%) of the Nominal Capacity for a minimum period of twenty four (24) consecutive hours within the electrical and hydrological system characteristics, the functional specifications, as specified in Schedule 5 and Technical Specification specified in Schedule 4.

4.3 Provisional Certificate of Commercial Operation:

- a. If due to non-availability of water, the Performance Tests cannot be carried out by the Company, the Board may issue a Provisional Certificate of Commercial Operation of the Project to the Company after carrying out the tests that are possible to be conducted with the available water.
- b. The Provisional Certificate shall be valid for a period of 12 months from the date of issue or upto the date on which the Performance tests are conducted, whichever is earlier. Board shall purchase the energy generated from the Project as per the sixth year tariff as set forth in sub article 8.2 if it achieves COD after 69 month; or otherwise as per the tariff set forth in sub article 8.5 for a period of 12 months from the date of issuance of Provisional Certificate subject to the condition that the Company has to establish a Bank Guarantee towards the provisional payments made by Board till the declaration of Commercial Operation.
- c. In the event of the Performance Tests demonstrating that the Company has not satisfied the parameters set out in sub-article 4.2, then the Provisional Certificate shall stand cancelled. In such an event the power generated by the Company shall be deemed to be Infirm Power and the tariff shall be the tariff applicable for Infirm Power, which is Rs 0.25/ unit. The additional payment made by the Board shall be adjusted against Bank guarantee submitted by the Company as per clause (b).

4.4 Shortfall in Nominal Capacity

If the Tested Capacity is less than the Nominal Capacity, the Company shall endeavour to bring the capacity to Nominal Capacity within a period of sixty days. If the Company fails to do so, the Tested Capacity after the period of

sixty days shall be treated as Guaranteed Capacity. The Tariff shall thereafter be reduced on pro rata basis for the short fall in capacity below 100%.

4.5 Excess of Nominal Capacity

If the Tested Capacity is more than the Nominal Capacity, the Board shall accept the Tested Capacity as the Plant capacity and the Tested Capacity shall be deemed to be Nominal Capacity for all purposes of this Agreement.

ARTICLE 5**SALE AND PURCHASE OF ENERGY**

5.1 From and after the COD of the Project/generating unit, the Company agrees to sell and the Board agrees to purchase the entire energy made available by the Company at the delivery point as per the Tariff given in the **Schedule 10 during the term of this agreement or till the termination date in the event of termination.**

5.2 Tariff for Infirm Energy:

The Infirm Energy shall - be metered at the Delivery Point as per provisions under Article 3.1(b) and Article 6 and delivered at the Inter Connection point/grid. The Board shall pay for the metered Infirm Energy at the tariff as mentioned in Article 8.3.

ARTICLE 6**METERING**

- 6.1 The Company shall install Meters at the Interconnection Point in accordance with relevant standards.
- 6.2 Meters with TOD facilities shall be capable of measuring and recording the following parameters for various time/frequency blocks as per Prudent Utility Practices.
- a. Active Energy (kwh) and Reactive Energy (kvarh)
 - b. Instantaneous voltage, current, power factor
 - c. Frequency
 - d. Maximum demand in kva/kw for each demand period and for the total period since the last reset.
 - e. Kwh/kvarh since last reading
 - f. Real time and time of day metering; and
 - g. Number of resets
- 6.3 The Parties shall undertake a joint reading of the Meters on the date of synchronisation, on COD, and subsequently on the first working day of every month at pre-appointed time as settled between the Parties.
- 6.4 All Meters shall be jointly inspected, calibrated and sealed by authorised representatives on behalf of the Board as well as the Company and shall not be interfered with except in the presence of the authorised representatives of both the Parties
- 6.5 The Meters shall be tested for accuracy semi annually and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for meters of the class as per readings of the Main Meters recorded jointly by the parties will form the basis for billing, so long as the results of the half-yearly checks thereof are within the prescribed limits
- 6.6 If during the half-yearly test check or annual calibration as per Clause 6.5 above, the Main Meter is found to have errors beyond permissible limits but the Check Meter is working normally, consumption shall be revised based on the consumption recorded by the Check Meter. The Main Meter shall be recalibrated immediately and billing thereafter shall be as per Main Meter.
- 6.7 If during the half yearly or annual calibration, both the Meters are found to have errors beyond permissible limits, the bill shall be revised from the date of previous calibration by applying correction equivalent to the percentage of error beyond the permissible limit on the consumption registered by the main meter.
- 6.8 All the tests on the Meters shall be conducted by the representatives of both the Parties and the results and corrections so arrived at mutually will be recorded in writing and will be applicable and binding on both the Parties.
- 6.9 The calibration and the maintenance of the Meters shall be done by the Board at the cost of the Company.
- 6.10 If tampering of metering cubicle or Energy Meters at the Company's Power Plant is detected, the Board has the option to withdraw from the PPA and also take the action under applicable laws and Board's supply regulations.

ARTICLE 7**PLANT OPERATION AND MAINTENANCE****7.1 Operation of the Project**

- a) The Company shall operate and maintain the Project in accordance with the Operation and Maintenance Schedule submitted by the Company and approved by the Board under Section 3 (1) of this Agreement.
- b) The Company shall supply the generated electrical energy to the Board in accordance with the instructions of the State Despatch Centre. Failure to deliver the power based on the declared availability when instructed by the State Load Despatch Centre shall attract penalties as specified in the Availability Based Tariff Order of the CERC.

7.2 Procedures to be Determined

The Company shall submit the following to the Board 30 (thirty) days prior to the Scheduled Date of Completion of the first generating unit/Project:

- a. Detailed procedure for the co-ordination of Inter Connection Facility and transmission facilities including inter-tripping schedules;
- b. Commissioning and testing arrangements;
- c. Despatch procedures;
- d. Procedures for maintenance of records;
- e. Emergency plans;
- f. Meter reading statement format; and
- g. Water availability measurement including responsibility, procedure, periodicity, recording, verification, notification, etc.

7.3 Outages

- (a) The Company shall submit a written schedule to the Board of its desired Scheduled Outage periods, at least 60 days before the commencement of each Tariff year. Within 15 days of the receipt of the same, the Board shall notify the Company in writing if the requested Scheduled Outage periods are acceptable to the Board. If there are any requested Scheduled Outage periods that the Board cannot accept, the Board shall advise the Company of the time period when such proposed Scheduled Outage can be rescheduled, which rescheduled time periods shall be of equal duration as the Scheduled Outage period proposed by the Company. The Board may only request a revision to the Company's proposed Scheduled Outage to accommodate the reasonable requirement of the Board and the Grid System subject to Prudent Utility Practices and this Agreement, the Company shall use reasonable efforts to accommodate all the reasonable requests of the Board. If the Board does not notify the Company in writing within 15 days of receipt of the written schedule of desired Scheduled Outages, it shall be deemed to have consented to the desired Schedule Outage as per the written schedule. A minimum of fifteen day's notice shall be given by the Company to the Board prior to taking the shutdown for maintenance of the Project.
- (b) Either party may, upon written notice given not later than 30 days prior to a Scheduled Outage, request the rescheduling of such Scheduled Outage. Any

rescheduling of a Scheduled Outage in accordance with Section (a) shall be subject to mutual approval of the Parties, which approval shall not be unreasonably withheld or delayed.

- (c) The Company shall use reasonable efforts to give advance notice to the Board to the extent feasible of any Unscheduled Outage and shall provide the Board with an estimate of the duration and scope of such outage. Following any Unscheduled Outage, the Company shall use reasonable efforts to return the equipment of the Unit/Project as soon as reasonably practicable to the level of generation immediately prior to such Unscheduled Outage.
- (d) Except when the equipment of the station is under forced shutdown or is under Scheduled Outage, such equipment or any auxiliaries or works in relation thereto shall not be taken out for maintenance, testing or overhaul resulting in outages or reduced generation unless mutually agreed upon by both the Parties.

ARTICLE 9**BILLING AND PAYMENTS****9.1 Monthly Bills**

The Company shall furnish a bill to the Board on Billing Date in such a form as may be mutually agreed by the Board and the Company for the billing month. Each bill for a billing month shall be payable by the Board on the Due Date of Payment.

9.2 Billing

The monthly bill will be assumed as undisputed unless the Board informs the company within 5 days of receipt that the bill is disputed with the reasons thereof. In any event the Board shall pay the Bill on the Due Date of Payment and in the event of resolution of dispute the same shall be resolved in accordance with sub article 9.5.

9.3 Billing of Infirm Energy

The Company shall submit to the Board a separate Bill for Infirm Energy metered at the Interconnecting Point **at Company's switchyard** within 15 (fifteen) days from COD of each generating unit. The tariff for Infirm Energy shall be as per sub article 8.3 of this Agreement.

9.4 Billing for Energy Purchased by the Company

Energy consumed by the Company from the Board for consumption or during maintenance / shutdown period of the power plant shall at **EHT Industrial Tariff**

9.5 Supplementary Bill

The adjustments, if any, on account of any additional claims or errors in the billing for a month shall be made through supplementary bills and shall also be paid / adjusted with the next month's bill.

9.6 Payment

Board shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by the Board, the Board shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Company. The initial value of the LC shall be the value payable for the preceding 3 months.

9.7 Late Payments:

Late payments i.e. payments after the due date of payment shall bear interest at a rate equal to State Bank of India prime lending rate of interest per annum for the period of the delay.

9.8 Rebate for Prompt Payment

If the Company opts for early payment within 5 days of the billing date and if the Board pays the amount due within 5 days of the billing date then a rebate of 2.5 % shall be given to the Board by the Company.

9.9 Retention Money:

- i) The Board shall withhold a sum equal to 25% of each Payment made to the Company during two years immediately preceding the expiry of this Agreement (hereinafter referred to as the "Retention Amount").
- ii) The Retention Amount shall be held in trust by the Board for the Government and shall be returned by the Board upon certification by the Government that the Company has complied with the transfer Requirements in Article 9 of the Implementation Agreement or appropriated to the extent required towards the costs reimbursable by the Company in terms of Article 9 of the Implementation Agreement.

Article 10**INSURANCE****10.1 Insurance:**

The Company shall at its cost and expense, purchase and maintain by re-instatement or otherwise, during the Operations Period insurance against:

- (i) loss, damage or destruction of the Project Facilities, at replacement value;
- (ii) the Company's general liability arising out of the License;
- (iii) liability to third parties;
- (iv) Fire Protection coverage insurance; and
- (v) any other insurance that may be necessary to protect the Company, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

10.2 Evidence of Insurance

The Company shall provide annually to the Government/Board copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Company in accordance with this Agreement.

10.3 Validity of Insurance

The Company shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the agreement period and furnish copies thereof to the Government/Board. The insurance policy shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Board in writing.

Provided that if at any time the Company fails to obtain or maintain in full force and effect any or all of the insurance required under this Agreement, the Government/Board may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by the Government/Board therefore shall be reimbursed by the Company to the Government/Board together with interest thereon at 5 % p.a over SBI PLR from the date the respective sums were incurred by the Government/Board, within 7 days from the receipt of claim in respect thereof made by the Board.

10.4 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Company towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Company may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Company shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, except for normal wear and tear.

ARTICLE 11**PROTECTION SYSTEM**

- 11.1 The Company shall be responsible for designing protection system of the entire equipment for safe operation of the Project/Project Facilities as per the Prudent Utility Practices.
- 11.2 The Company shall ensure that the protective relays for the Project Facilities shall be suitably graded and co-ordinated with the Board's relays as may be required by the Board.
- 11.3 The company shall design, construct, test, control, operate and maintain the project in accordance with,-
- Prudent Utility Practices; and
 - Prudent Electrical Practices

ARTICLE 12**REPRESENTATION AND WARRANTIES****12.1 Representation and Warranties of the Company**

The Company represents and warrants to the Board that:

- (a) the Company duly organised and validly existing under 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) this agreement constitutes valid, legal and binding obligation of the Company, enforceable in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences; the discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;
- (c) 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 adversely affect the ability of the Company to meet and carry out its obligations under this Agreement; and
- (d) the execution and delivery by the Company of this Agreement has been duly authorised 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 or its property may be bound.

12.2 Representations and Warranties of Board

Board represents and warrants to the Company that:

- (a) the Board is a statutory body duly constituted under the Electricity (Supply) Act, 1948, as amended, and validity 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) this Agreement constitutes the valid legal and binding obligation of the Board, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;
- (c) There are no actions, suits or proceedings pending or to the Board's knowledge threatened, against or affecting the Board before any court or administrative body or arbitral tribunal that might materially adversely affect

the ability of the Board to meet and carry out its obligations under this Agreement; and

- (d) the execution and delivery by the Board of this Agreement has been duly authorised by all requisite corporate 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 or its property may be bound.

ARTICLE 13**FORCE MAJEURE****13.1 Force Majeure Events**

As used in this Agreement, Force Majeure Event means any of the Non-Political Events or the Political Events as set out in sub-articles 13.2 and 13.3 respectively including the impact/consequence thereof which:

- (a) is beyond the control of the Party claiming to be affected thereby (the "**Affected Party**"),
- (b) causes a Material Adverse Effect and prevents the Affected Party from performing or discharging its obligations under this Agreement; and
- (c) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

13.2 Non-Political Events

Any of the following events which prevents the Affected Party from performing any of its obligations for a continuous period of not less than 7 days from the date of its occurrence, shall constitute a Non-Political Event:

- a) earthquake, flood, inundation, landslide;
- b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) fire caused by reasons not attributable to the Company or the Contractor or any of the employees or agents of the Company or the Contractor;
- d) acts of terrorism;
- e) strikes, boycotts, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Company or the Contractor;
- f) war, hostilities (whether war be declared or not);
- g) invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war;
- h) ionising radiation, contamination by radio activity from nuclear fuel, any nuclear waste, radioactive toxic explosion;
- i) volcanic eruptions;
- j) any other events of like nature; and
- k) any failure or delay of a contractor caused by any of the aforementioned Non-Political Events, for which no offsetting compensation is payable to the Company by or on behalf of the contractor.

13.3 Political Events

Following event shall constitute Political Event:

- (a) Change in Law
- (b) any failure or delay of a contractor caused by any of the aforementioned political event, no offsetting compensation is payable to the company by or on behalf of the contractor.

13.4 Obligations of the Parties**(a) Obligation to Intimate**

- (i) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall intimate the other Party of the Force Majeure Event setting out, inter alia, the following in reasonable detail:
 - (ia) the nature and extent of the Force Majeure Event and classification of the same as political/non political;
 - (ib) the estimated Force Majeure Period;
 - (ic) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - (id) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby ; and
 - (ie) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
- (ii) As soon as practicable and in any case within 5 days of intimation by the Affected Party in accordance with the preceding clause (i), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project / Project Facilities in order to:
 - (iia) finalise the classification of Force Majeure event mentioned in item (ia) of clause (i) above;
 - (iib) assess the impact of the underlying Force Majeure Event;
 - (iic) to determine the likely duration of Force Majeure Period; and
 - (iid) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which shall have been affected by the underlying Force Majeure Event.
- (iii) The Affected Party shall during the Force Majeure Period provide the other Party with regular (not less than weekly) reports concerning the matters set out in the preceding clause (ii) as also any information, details or document, which the other Party may reasonably require.

(b) Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (Political/Non Political), it shall be excused from performance of such obligations to the extent to which it is unable to perform the same on account of such Force Majeure Event provided that:

- (i) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (ii) the Affected Party shall make all reasonable efforts to mitigate or limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (iii) the Affected Party shall take all remedial measures including duly prosecuting and exhausting all such remedies available to the Affected Party under the Applicable Laws;
- (iv) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder:

The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement.

(c) Compensation

In the event of any loss sustained which is quantified by the Company and accepted by Government due to a Political Force Majeure as aforesaid for a period which may extend from 120 days to 365 days at a stretch during a current year /two consecutive years, article 6.4 (c) of Implementation Agreement shall apply.

13.5 If a Force Majeure event which is a non political event continues or is in the reasonable judgement of the parties likely to continue beyond a period of 120 days or a political force majeure event subsist for a period exceeding 365 days, the following shall apply:

- (a) If the Board is the aggrieved party, it shall approach the Government
- (b) If the Company is aggrieved party, article 6.5 of Implementation Agreement shall apply.

13.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Article 13, no Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

ARTICLE 14**EVENTS OF DEFAULT AND TERMINATION****14.1 Events of Default****a) Company Event of Default**

Any of the following events shall constitute an event of default by the Company ("**Company Event of Default**") unless such event has occurred as a result of a Board Event of Default or a Force Majeure Event.

(i) If the Project is designed, constructed or completed in a manner that materially deviates from the provisions of the Techno Economic Feasibility Clearance or in a manner that deviated from Prudent Utility Practices.

(ii) if the Company wilfully or recklessly fails in material respect to operate and maintain the Project in accordance with Prudent Utility Practices or as per the requirements of this Agreement;

(iii) failed to construct the transmission lines for connectivity to the grid.

(iv) if the Company does not comply with Despatch Instructions,

(v) Any representation made or warranties given by the Company under this Agreement is found to be false or misleading.

(vi) The Company has otherwise been in Material Breach of any of its other obligations under this Agreement.

(b) Board Event of Default

Any of the following events shall constitute an event of default by Board ("**Board Event of Default**"), unless caused by a Company Event of Default or a Force Majeure Event:

(i) Board is in breach of any of its obligations under this Agreement except those for which specific remedy has been provided elsewhere, and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Company.

(ii) Board has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

(iii) Board has failed to make payment of undisputed amount of the monthly bills of three consecutive operational months (90 days), within the date of payment in respect of the monthly bill for third such consecutive month;

(iv) Board has delayed the payment of Tariff that has fallen due in terms of this Agreement beyond 3 consecutive months.

14.2 Termination due to Company Events of Default**(a) Termination**

- (i) Without prejudice to any other right or remedy which Board may have in respect thereof under this Agreement, upon the occurrence of a Company Event of Default, the Board shall subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement as hereinafter provided, under due intimation to the Government.
- (ii) If the Board decides to terminate this Agreement pursuant to preceding sub-clause (i), it shall in the first instance issue Preliminary Notice to the Company. Within 30 days of receipt of the Preliminary Notice, the Company shall submit to the Board in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the “**Company's Proposal to Rectify**”). In case of non submission of the Company's Proposal to Rectify within the said period of 30 days, the Board shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.
- (iii) If the Company's Proposal to Rectify is submitted within the period stipulated therefore, the Company shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the Company fails to remedy/ cure the underlying Event of Default within such further period allowed, the Board shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

b. Termination Notice

If Board having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause (a), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) any other relevant information.

C Obligation of Parties

Following issue of Termination Notice by Board, the Parties (Company/Board) shall promptly take all such steps as may be necessary or required to ensure that;

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities; and
- (ii) the Project Site and Project Facilities are handed over to Government/Board duly authorized by the Government on the Termination Date free from any Encumbrance

(d) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Company who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of Board at any time before the Termination occurs, the Termination Notice shall be withdrawn by Board which had issued the same.

Provided that the Company in breach shall compensate Board direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

14.3 Consequence due to Board Event of Default

In the event of Board event of Default as per clause 14.1(b), the Board shall provide a **Stand by Letter of Credit** in the SBT Vidyuthi Bhavanam Branch, Pattom, Tvpm, which shall be equal to 1month bill amount which is arrived as per the provisions in Clause 8.2 .The Stand by LC can be operated only in the event of default as per provisions of sub article 14.1(b).

14.4 Termination Payments:

If the Agreement is terminated due to Company Event of Default, the **Board shall not be paying any termination payment to the Company since Government of Kerala is responsible for all such settlements.**

14.5 Termination on account of Termination of Implementation Agreement.

The Agreement shall get terminated in the event of termination of the Implementation Agreement with Government of Kerala without any liability to either party on this account. The Board shall not be liable for any claims by the Company under the termination provisions of the Implementation Agreement. The Company shall however in such an event keep the Board informed of various stages of the process of termination of Implementation Agreement.

14.6 Obligations of Board on Termination

Board shall pay all undisputed outstanding dues of the Company as per the provisions of this agreement.

14.7 Obligations of the Company on Termination

Upon Termination of this Agreement and upon payment of the Termination Payment consequential to by the Government termination of implementation agreement ,the Company shall:

- (a) transfer and assign to Board, after receipt of Government approval all of its rights, title and interest in the Project, except for the cash in hand or any amount to the credit of the Company in bank accounts, trade and book debts or receivables accruing to the Company prior to transfer date unless due consideration for these can be mutually agreed upon between the parties.
- (b) If so required by the Board, make efforts to procure the novation (or failing that, assignment of the underlying rights held by the Company) to the Board

of any relevant construction or any other contract relating to the Project on such terms as the Board may reasonably require.

- (c) Upon the written request of Board, sign, execute and deliver, or cause to be signed, executed and delivered, and do or make, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise as may reasonably be required by the Board for the purpose of or in connection with the transfer set forth, including without intimation, transferring to the Board all items of equipment specifications, manufacturer's operation and maintenance manuals, schedules of protection schemes and protective relay settings, and signed and sealed copies of all as-built drawings for the project, including civil and mechanical works:

Provided that a transfer of the Project in accordance with the provisions of this clause shall be deemed to be a hand-back of the Project to the Government under the Implementation Agreement.

- (d) continue to be responsible for all liabilities and obligation that have accrued prior to such transfer.

ARTICLE 15**DISPUTE RESOLUTION****15.1 Amicable Resolution**

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement including disputes, if any, with regard to any acts, decision or opinion of the Board or the Independent Auditor and so notified in writing by any Party to the other parties (the **Dispute**) shall in the first instance be resolved amicably in accordance with the procedure set forth in clause (b) below.

Either Party may require such Dispute to be referred to the Chairman, Board and the Chief Executive Officer of the Company for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 30 (thirty) days of such meeting between the two, the Dispute may be referred to the Kerala State Electricity Regulatory Commission (KSERC)

ARTICLE 16**LIABILITY AND INDEMNITY****16.1 Limitation of Liability**

Except as expressly provided in this Agreement, neither the Company nor the Board nor their respective officers, directors, agents, employees of Affiliates (or their officers, directors, agents or employees) shall be liable or responsible to the other Party or its Affiliates, officers, directors, agents, employees, successors or assigns (or their respective insurers) for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and property due under this Agreement). The Board shall have no recourse against any officer, director or shareholder of the Company or any Affiliate of the Company or any of its officers, directors or shareholders. The Company shall have no recourse against any officer of the Board, or any affiliate of the Board or any of its officers:

Provided that this Article, a Party shall be liable to the other Party for any additional costs, expenses or loss suffered, arising directly from a wilful default of the Party's obligations under this Agreement.

Note :

For the purposes of this Article, "wilful default" shall mean-

- i) an intentional or reckless breach / disregard by a Party of its obligations under this Agreement;
- i) a failure to remedy a breach resulting from an error of judgement or mistake arising in good faith; or

- iii) a failure to remedy a breach resulting from an action in accordance with Prudent Industry Practice.

16.2 Indemnification

- (a) The Board shall bear responsibility for loss of or damage to property, death or injury to person (or any claim against the Company and / or its contractors in respect thereof) and all expenses relating thereto (including without limitation reasonable legal fees) suffered by the Company and/or its contractors in connection with the Project resulting from any negligent act or omission of the Board, without recourse to the Company and / or its contractors. The Board shall hold the Company and / or its contractors fully indemnified in respect thereof. The indemnity shall not extend to any loss, damage, death or injury (or any claim in respect thereof) or any expenses relating thereto to the extent that it was caused by any act or omission of the Company and / or its contractors to take reasonable steps in mitigation thereof. Provided that nothing in this sub article 16.2 (a) of this agreement shall apply to any loss, damage, cost or expense in respect of which and to the extent that, the Company and / or its Contractors are compensated pursuant to the terms of any insurance, or other contracts such as the construction contract or the operation and maintenance contract.
- (b) The Company shall bear responsibility for loss of or damage to property, death or injury to person (or any claim against the Board and / or its contractors in respect thereof) and all expenses relating thereto (including without limitation reasonable legal fees) suffered by the Board in connection with the Project resulting from any negligent act or omission of the Company and / or its contractors, without recourse to the Board. The Company shall hold the Board fully indemnified in respect thereof. The said indemnity shall not extend to any loss, damage, death or injury (or any claim in respect thereof) or any expenses relating thereto to the extent that it was caused by any act or omission of the Board or the failure of the Board to take reasonable steps in mitigation thereof. Provided that nothing in this sub article of this agreement shall apply to any loss, damage, cost or expense in respect of which and to the extent that the Board is compensated pursuant to the terms of any insurance, agreement or through any other means.
- (c) In the event such injury or damage results from the joint or concurrent, negligent or intentional acts of the Parties, each shall be liable under this indemnification in proportion to its relative degree of fault.

16.3 Intimation of Proceedings

- (a) Where a Party receives a claim from a third party in respect of which it is claimed to be indemnified under sub article 16.2 it shall promptly intimate the other party of such claims.
- (b) Neither Party shall settle or compromise any claim, action, suit or proceeding with third party in respect of which it is entitled to be indemnified by the other party without the prior written consent of that Party, such consent shall not be unreasonably withheld or delayed.

16.4 Defence of Claims

The indemnified party shall have the right to contest, defend, and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such

indemnified Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the indemnifying Party hereunder; provided, however, that if the indemnifying Party acknowledges in writing its obligations to indemnify the indemnified Party in respect of loss to the full extent provided by Article 16.2 of this Agreement, the indemnifying Party shall be entitled, at its option to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through counsel of its choice if it gives prompt notice of its intention to do so to the indemnified Party and reimburses the indemnified Party for the reasonable costs and expenses incurred by the indemnified Party prior to the assumption by the indemnifying Party of such defence. The indemnified Party shall not be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the indemnifying Party, which consent shall not be unreasonably withheld or delayed.

Further, the indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified Party, when and as incurred unless,-

- (a) the employment of counsel by such indemnified Party has been authorised in writing by the indemnifying party,
- (b) the indemnified Party shall have reasonably concluded that there may be a conflict of interest between the indemnifying Party and the indemnified Party in the conduct of the defence of such action,
- (c) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the indemnified Party to assume the defence of such action; and shall have been so intimated by the indemnified Party, or
- (d) the indemnified Party shall have reasonably concluded and specifically intimated the indemnifying Party either that there may be specific defences available to it which are different from or additional to those available to the indemnifying Party or that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of the Agreement.

If clause (b), (c) or (d) of the preceding sentence shall be applicable, then counsel for the indemnified Party shall have the right to direct defence of such claim, action, suit or proceeding on behalf of the indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expense.

16.5 Assignment and Charges

No Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party. Provided the Company can create/ assign all its rights and benefits under this Agreement as security for indebtedness, in favour of the Lenders and working capital providers for the Project;

ARTICLE 17**MISCELLANEOUS PROVISIONS**

- 17.1 Any variation, waiver or modification of any of the terms of this Agreement shall be valid only if communicated in writing and agreed and signed by / or on behalf of the parties hereto.
- 17.2 The invalidity or unenforceability for any reason of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder.
- 17.3 The failure of any party to insist in one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as waiver of any such provisions or relinquishment of any such rights but the same shall continue in full force and effect.
- 17.4 Unless the context otherwise requires, every arrangement, procedure or any other matter which is, under any of the provisions of this agreement, required to be mutually agreed upon between the parties, shall be concluded by a written agreement between the parties.
- 17.5 The Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability 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.
- 17.6 Cancellation, expiration or earlier termination of the Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including without limitations, warranties, remedies, promises of indemnity and confidentiality; provided, however, that all obligations surviving the cancellation, expiration or early termination of the Agreement shall only survive for a period of 5 (five) years.
- 17.7 The language of the Agreement shall be English. All documents, notices, waivers and all other communication written or otherwise between the Parties in connection with the Agreement shall be in English language.
- 17.8 The Agreement and the rights and obligations hereunder shall be interpreted, construed and governed by the Laws of India, as in force, from time to time.
- 17.9 The Agreement Schedules and annexures attached hereto are intended by the Parties as the final expression of their Agreement and are intended also as a complete and exclusive statement. All prior written or oral understandings, offers or other communications of every kind pertaining to the sale or purchase of Electrical output hereunder between the Board and the Company are hereby abrogated and withdrawn.
- 17.10 Free transfer of share of the company after the commercial operation of project shall be permitted subject to the applicability of relevant laws, with the concurrence of Government and Board.

- 17.11 The Agreement shall not confer any right of suit or action, whatsoever, on any third party.
- 17.12 The Company shall obtain and maintain necessary policies of insurance during the term of this agreement consistent with prudent utility practice.
- 17.13 Under no circumstances shall Board undertake any contingent liability by way of providing guarantee etc. for Company for implementing the Project.

ARTICLE 18**INTIMATION**

18.1 Any intimation or communication required to be in writing hereunder shall be given by any of the following means: registered, certified, or first class mail, telex, facsimile or telegram. Such intimation or communication shall be sent to the respective Parties at their addresses listed below. Except as expressly provided herein, any intimation shall be deemed to have been given on the seventh day of despatch. Any intimation given by first class mail shall be considered sent at the time of posting. Communications by telex, telecopy, or telegram shall be confirmed by depositing a copy of the same in the post office for transmission by registered, certified or first class mail in an envelope properly addressed as follows:

For K S E Board

To

The Chairman,
Kerala State Electricity Board,
Vydyuthi Bhavanam,
Pattom,
Trivandrum – 695 004
Phone: -----
Fax: -----
Email:-----

For the Company

To.

18.2 Any Party may, by 15 (fifteen) days' written notice to the other, change the representative or the address to which such notices and communications are to be sent.

SCHEDULE 1

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____.

THE COMMON SEAL OF _____, (the Company) was pursuant to a resolution of its Board of Directors passed on that behalf on the -----
----- hereunto affixed in the presence of :

SIGNED BY

Company Address

In the presence of witness:

- 1.
- 2.

AND

SIGNED BY:

For and on behalf of the Kerala State Electricity Board.

In the presence of witness:-

- 1.
- 2.

SCHEDULE 2

Project Facilities

(Brief provisions of the project report of the company as per approved TEFR)

SALIENT FEATURES**Name of Project:****Location****Name of Stream** :**River bed gradient** :**Catchment Area** :**Annual Rainfall** :**Dependable Discharge** 75% 50%

Max. (10 daily) }

Min. (10 daily) }

Not applicable for a run of the river scheme as 10day average is misleading without any storage. So a flow duration curve on the daily flow basis is developed.

Diversion Weir

Type :

Elevation :

Length :

Width :

Depth :

Desilting ChamberMinimum Particle
size to be removed :

Length :

Section :

Power Channel/Water Conductor System

Type :

Section :

Length :

Slope :

Design discharge :

Forebay/Surge Tank

Type :

Size :

Depth :
Penstock

Number :
 Type/material :
 Length :
 Diameter :
 Design discharge :

Power House

Gross Head/Net Head :
 Size of Power House :
 Installed Capacity :
 No. & Type of Turbine :
 Type of Generator &
 Generating Voltage :
 Annual Design Energy :

Switchyard

Step-up Transformer :
 Type : To be decided in consultation
 with KSEB
 Size :
 Step-up Voltage :
 No. of feeders :

**Transmission Line
 (Details)**

Existing water uses/Riparian rights :

**Proposals for maintaining
 Riparian rights** :
Cost of Project (Base Year) :

Likely completion cost :

SCHEDULE 3

PERFORMANCE TEST PROCEDURE

S3.1 Before initial synchronisation, not later than ninety (90) days before the Date of Completion, the Company shall supply the following documents to the Board for approval:

- a) Final single line electric diagram of the Project;
- b) Electrical protection study report;
- c) Start-up procedure and on-grid testing program;and
- d) Operating procedure and other agreements as described in Section 8

S3.2 Before Conducting performance test, the Company shall supply the following documents to the Board for approval:

- a) Report of completion of on-grid testing program
- b)Copies of insurance policies covering the Project

S3.3 The Company shall give a seven (7) day notice to the Board/authorized agency before starting the Performance Test. The Board/authorized agency may depute an Engineer to witness the Performance Test.

S3.4 Scope of Performance Test

(i) During each Performance Test, the Project shall be operated in a manner similar to normal Commercial operation with all auxiliary loads and losses associated.

(ii) The Performance Test will be considered successful if the Project operates for a period of fourteen days with a minimum of one day's continuous operation at or above 90% of its Nominal Capacity of operation within the Technical Limits specified in Schedule4.

ii

S3.5 Test Report

The Test Report shall include the following:-

- (i) kilowatt-hour and kilo-Watt meter readings at Inter-Connection Point to verify the net output. Reproduced copies of actual log sheets are preferred wherever possible.
- (ii) For turbine unit(s), a curve of net capability, with test result noted on the graph.
- (iii) Calculation of Tested Capacity inclusive of notes explaining reason for any failure to achieve Nominal Capacity, and intended date and means of correcting the deficiency or re-rating the unit capability.
- (iv) Test Report and settings of all relays should be intimated to the Board before Commercial Operation

SCHEDULE 4**TECHNICAL LIMITS**

- 1 Type of Turbine
2. Generation Voltage Nominal
3. Power factor
- 4 Frequency Range

- 5 Nominal Grid frequency
- 6 Grid Voltage
- 7 Load variation during normal operation

Note:

1. Even though normal regime of operation shall be 50 % to 100% the Company shall operate the Project at a lower load when so required by the SLDC with in guarantee terms as specified by Machine supplier.
2. Each unit shall be capable of generating and delivering reactive power corresponding to a pf as specified in item(3) above
3. Operation of the project outside the voltage and pf range specified above will result in a reduction of pf output consistent with generator capability curves which results in penal charges.

SCHEDULE 5**ELECTRICAL SYSTEM CHARACTERISTICS AND SPECIFICATIONS****FUNCTIONAL**

- | | |
|--|---|
| 1. Generator Terminal Voltage | : |
| 2. Frequency | : |
| 3. Speed | : |
| 4. Power Factor | : |
| 5. Generator Efficiency curve | : |
| 6. Rated Out put | : |
| 9. Single line diagram | : |
| 10 Type of Exciter | : |
| 11 Exciter Voltage | : |
| Exciter | : |
| 12 Automatic Voltage Regulator details | : |
| 13 Possibility of running the Machine as Synchronous Condenser | : |
| kVAR that can be supplied | : |

SCHEDULE 6**DESPATCH PROCEDURE****S 6.1 Despatch Procedures and Availability Declarations**

Despatch of the Project shall be controlled by the State Load Despatch Centre . The SLDC shall identify and notify the company regarding the appropriate body and the names of the designated officers for the despatch of the Project at least one month prior to the Date of Completion to the first Generating Unit. Within one week of receipt of such notification the Company shall notify the names of its designated officers to receive the despatch. instructions

The nominated executives will despatch the Unit(s) in accordance with this schedule and the merit order operation of the grid. A despatch instruction can either be conveyed orally or in writing (by fax or otherwise) provided that each oral despatch instruction shall have to be confirmed in writing within 8 (Eight) hours. The receipt of any despatch instruction shall be acknowledged by the designated officers of the Company within one hour of receipt of the same.

S 6.2 Despatch Rights

- i) In despatching the Project, the Company shall follow the directives of the SLDC to back down generation and to resume generation of Net Electrical Energy in each case consistent with the Project's Technical Limits, Prudent Utility Practices, the recommendations of the manufacturers of major equipment, this Agreement and other arrangements between the Company and the SLDC regarding communication and co-ordination of operation (each such directive being called a "Despatch Instruction")

S 6.3 Availability Declarations

- (a) Generally as soon as practicable before the Commercial Operation of the Generating Unit (or of the last Generating Unit, if there is more than one Generating Unit) and from

- time to time thereafter, but not later than the Prescribed Time each day, the Company shall deliver to the SLDC an Availability Declaration including the following information:-
- (i) The date of time that such Availability Declaration is issued;
 - (ii) The period to which such Availability declaration relates; and
 - (iii) Changes:
 Provided that the Company shall take reasonable care in preparing Availability Declarations with a view towards declaring accurately the company's expectations regarding the performance of the Generating Unit(s) and each Generating Unit in accordance with this Agreement.
 Provided further that if the Company becomes aware of any circumstance (other than a change in ambient conditions) that would be the Declared Capacity for any Settlement Period, the Company shall promptly issue a revised Availability Declaration. The Company shall change the Availability Declaration at least eight (8) hours prior to the time such changes is to become effective.
- (b) Failure to deliver power based on the declared Availability when instructed by the State Load Despatch Centre shall attract penalties as specified in the Availability Based Tariff Order of the CERC.

SCHEDULE 7

List of Permits and Clearances

Statutory permits and clearances or otherwise as required for execution and operation of Hydel Projects.

As per Schedule E of the Implementation agreement

SCHEDULE 8

GOVERNMENT ORDER

Govt. Order issued for allotment of Scheme

Govt Order No.

SCHEDULE 9

START- UP POWER MEASURING PROCEDURE

Energy required for starting the generation from the Project shall be drawn through Board's transmission system and shall be measured by energy meter provided at Delivery Point. The units of such energy drawn from Board's transmission system during any billing period shall be deducted from the energy delivered by Company to the Board in the same billing period. The bills shall be prepared on net energy basis.

SCHEDULE 10**TARIFF TABLE**

As decided by the KSERC

Schedule 11**Project Site Particulars.**

As per approved TEFR

Annexure I

GENERATOR EFFICIENCY CURVE

ANNEXURE II

Single Line Diagram of Electrical System

Annexure III

BILL METER READINGS

(Reading should be taken on first working day of every month at ---- hours)

Name of Generating Company:

Place:

District:

C.T.Ratio Available / Connected :

P.T Ratio Available / Connected :

Scale Factor (if any)

Multiplying factor (MF)

Bill Meter Make/ Number
Date of Last Meter Reading
Meter Readings:

Export Reading**Import Reading****KWH**

Previous Reading
Current Reading

Difference**Difference X Multiplying Factor****KVARH**

Previous reading
Current reading
Difference
Difference x Multiplying factor

Executive Engineer/Engineer-designate
Nearest Substation/Generating Station
KSEB

Authorised Representative
of Company

Date:

Note:

1. Load despatch center, Kalamasssery shall maintain a daily log book of hourly reading of the check meter
2. The Generating Company shall maintain a daily log to record the hourly generation and supply in kWh along with the schedule given by Load despatch center, Kalamasssery.
3. If the meter is changed, the reason/s date, time of meter change and new meter make and number must be recorded by both parties.

Annexure IV**CHECK METER READINGS**

(Reading should be taken on first working day of every month at ---- hours)

Name of Generating Company:

Place:

District:

C.T.Ratio Available / Connected :

P.T Ratio Available / Connected :

Scale Factor (if any)

Multiplying factor (MF)

Bill Meter Make/ Number

Date of Last Meter Reading

Meter Readings:**Export Reading****Import Reading****KWH**

Previous Reading
Current Reading

Difference

Difference X Multiplying Factor**KVARH**

Previous reading

Current reading

Difference

Difference x Multiplying factor

Executive Engineer/Engineer-designate
Nearest Substation/Generating Station of
KSEB

Authorised Representative
of Company

Date:

Note:

- 1 Load despatch center, Kalamasssery shall maintain a daily log book of hourly reading of the check meter
- 2 The Generating Company shall maintain a daily log to record the hourly generation and supply in kWh along with the schedule given by Load despatch center, Kalamasssery.
- 3 If the meter is changed, the reason/s date, time of meter change and new meter make and number must be recorded by both parties.

ANNEXURE V**DAILY GENERATION REPORT**

Name and Address of Generating Company

Date

Installed Capacity :

MW

Active Power:

Kwh

Time (in Hrs)	Scheduled Generation (in Kwh)	Actual Generation (in Kwh)
00-01		
01-02		
02-03		
03-04		
04-05		
05-06		
06-07		
07-08		
08-09		
09-10		
10-11		
11-12		
12-13		
13-14		
14-15		
15-16		
16-17		

17-18		
18-19		
19-20		
20-21		
21-22		
22-23		
23-24		

Total (for each column)

Summary:

Active Power , KWh

Time(in Hrs) Scheduled Generation (in Kwh) Actual Generation(In Kwh) daily

05.30- 18.00hrs

18.00-23.00 hrs

23.00- 05.30 hrs

cumulative for Month(till this date)

To

- Deputy Chief Engineer, Load despatch Center, Kalamassery

Signature of Authorised Representative of the Generating Company

ANNEXURE VI

MONTHLY TRIPPING REPORT

Name and Address of the Generating Company:

Installed Generating Capacity: MW

Date of First Commissioning (Synchronizing):

Date of Commercial Operation:

Date of Last Synchronization Progressive days (generation) Days

Tripping on Fault

S L: N o.	Tripping		Relay Operat ed	Reasons for Tripping			Synchronizat ion		Total Time Lost		Rem arks
	Date	Time		Me- ch	Ele ctric al	Othe rs	dat e	Time	Hr s	Min	
		H rs M in						H - rs M - in			

PLANNED & FORCED OUTAGE

Outage	Reason for Tripping	Synchronize	Total Time lost	Remarks

Sl No	Date	time		Mech	Electrical	other	Date	Time		hrs	Min	
		hrs	min					hrs	min			

Progressive Days

Time lost

During Month
 Year
 Since first commissioning

To

1. The Deputy Chief Engineer (Load Despatch Center), KSEB, Kalamassery

PART-V

Project Information Memorandum

(Tentative details for tender – for reference only)

LIST OF SHP SCHEMES TO BE ALLOTTED THR' COMPETITIVE BIDDING					
Sl.No.	Name of the Scheme	District	Basin	Installed capacity (MW)	Annual energy Generation (Mu)
1	Kalladathani	Kollam	Ithikkara	3.50	9.50
2	Adakkathode	Kannur	Valapattanam	2.50	7.70
3	Kokkamullu	Kannur	Valapattanam	2.00	4.80
4	Onipuzha	Kozhikkode	Onipuzha	1.50	3.16
5	Mundakayam	Kottayam /Idukki	Manimala Ar	1.25	3.08
6	Chathamala	Kannur	Valapattanam	1.00	2.08
7	Peruva	Kannur	Peruva	2.00	5.00
8	Thirunelli	Wynad	Bharathapuzha	1.20	2.60
9	Madatharuvi	Pathanamthitta	Madatharuvi	1.00	2.00
10	Malothi II	Kasargod	Malothi puzha	0.80	1.50
11	Kakkadampoyil Stage I	Kozhikkode	Chaliyar	21.00	52.22
12	Kakkadampoyil Stage II (8+3) MW	Kozhikkode	Chaliyar	11	19.87
13	Arippara	Kozhikkode	Chaliyar	3	10
14	Kozhiyakuthu	Idukki	Pooyankutty	1.00	4.57
15	Panamkudantha	Pathanamthitta	Pamba basin	0.50	1.69
16	Kishumam	Pathanamthitta	Pamba basin	3.00	7.78
17	Malothi I	Kasargod	Malothi puzha	2.00	4.70
18	Perimpala	Kannur	Perumpuzha	0.80	1.94
19	Kuthirachattam #	Kasargod	Payaswini	2.00	10.20
20	Malothy III	Kasargod	Malothi puzha	0.45	0.92
21	Fulongkara	Kannur	Kilikattthode	0.35	1.04

22	Pilachikkara	Kasargod	Pilachikkara	0.35	1.00
23	Odanpuzha	Kannur	Bharathapuzha	0.30	0.98
24	Peruthody #	Kasargod	Chandragiri	0.85	1.95
25	Pathankayam	Kozhikkode	Iruvanchi puzha	4.00	10.62
26	Anakampoil	Kozhikkode	Iruvanchi puzha	6.75	21.98
27	Keezharkuthu	Idukki	Kaliyar basin	15.00	49.80
28	Chittur upper**	Idukki	Chittur	6.00	14.24
29	Kuliramutty	Kozhikkode	Perumboola	3.00	6.58
30	Urulikuzhi (Mamalakandam)	Ernakulam	Periyar basin	3.00	7.82
31	Thoniyar**	Ernakulam	Thoniyar	2.60	8.40
32	Urumbini	Pathanamthitta	Kakkad	2.20	10.97
33	Thuval	Idukki	Eastern Kallar	1.00	3.00
34	Thanniyadi	Kasargod	Kuyangad thodu	0.50	1.57
35	Haritheerthakkara	Kannur	Peruvamba	0.10	0.25
36	Kaithakolli diversion	Wynad /Kannur	Kaithakolli	10.00	25.01
37	Kanjirakolly	Kannur	Urumbinipuzha	5.00	11.18
38	Ezhamthala	Pathanamthitta	Pamba /Kallar	3.50	16.47
39	Mukkadavu	Kollam	Mukkadavu Ar	2.25	5.83
40	Anakkal	Kottayam	Azhutha	2.00	8.64
41	Kazhuthurutti	Kollam	Kazhuthuruthi river	2.00	2.27
42	Meenmutti	Wynad	Kabani	1.50	3.30
43	Muthappanpuzha	Kozhikkode	Iruvanki puzha	1.50	3.59
44	Uruttipuzha	Kannur	Cheruthi puzha	1.00	3.43
45	Lower Marmala	Kottayam	Meenachal	0.90	4.20
46	Kozhichal	Kannur	Kariyamkode	0.75	1.82

47	Cheruvakkilchola	Thrissur	Mangad	0.74	
48	Aruvikkal	Ernakulam	Valiathodu	0.50	1.36
49	Anavilasam	Idukki	Periyar	0.30	1.15
50	Chembukatti	Palakkad	Palakkuzhipuzha	6.50	14.32
51	Koodam	Palakkad	Siruvani/ Kallanthode	4.00	9.76
52	Inchavarakuthu	Idukki	Periyar	3.00	6.00
53	Chemmannar	Idukki	Chemmannur	1.00	2.62
54	Kangapuzha	Idukki	Panniar	0.75	3.00
55	Randamkadavu	Kannur	Randamkadavu	0.50	0.99
56	Aruvikuzhipara/ Marangattupally	Kottayam		0.30	1.32
57	Vakkalar SHEP	Pathanamthitta	Pamba/Kallar	24.00	60.94
58	Poru Low Head Scheme	Ernakulam	Periyar	16.00	64.11
59	Averkutty-Chittor	Idukki	Pooyamkutty/ Chittur	8.00	19.6
60	Thumboormuzhy	Thrissur	Chalakkudy	7.00	19.77
61	Kannankuzhy	Thrissur	Chalakkudy	7.00	16.69
62	Koodam	Palakkad	Siruvani/ Kallanthode	4.50	10.50
Total MW/ Mu				222	613

* Incentives sanctioned by MNES to KSEB for DPR preparation

** Incentives sanctioned by MNES to KSEB for survey and investigation

*** Local issues & protests against the project

Salient Features not available - investor to conduct studies

1 KALLADATHANI

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR
River basin	Ithikkara	
District	Kollam	
Access to site	In Vellenoor panchayat, 7km from Ayoor and 26 km from Kottarakkara	
Nearest KSEB investigation field office		Investigation Division, Konni
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Diversion weir 120m length, 10m height. Power tunnel 2.9m dia and 390m length.
b. Water conductor system with dimensions (approx)		Penstock 2.9m dia 15m length
c. Power house with No. of machines and capacity		3.5MW (2 x 1500kw + 1 x 500kw)
d. Annual average generation potential		9.5Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest Substation – Ayoor, 5km, (tentative).
f. Design Head		15m
Land particulars(Excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		90Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

2 ADAKKATHODE

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR
River basin	Valapattanam	
District	Kannur	
Access to site	65 km by road from Thalassery	
Nearest KSEB investigation field office		Investigation Division, Padinjarathara Investigation Circle, Thrissur

Main project components viz.

a. Dam/ weir with dimensions (approx)	Diversion weir of length 61m and height 5m.
b. Water conductor system with dimensions (approx)	Power channel –2200m length, 1.5m bottom width, 2.1m depth with side slope 1:1, forebay- frustrum of a cone top dia 26m. bottom dia –4m, Penstock 175m length 1.7m dia
c. Power house with No. of machines and capacity	2.5MW (2 x 1000kw + 1 x 500kw) 3 nos.
d. Annual average generation potential	7.7Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. 11kv line 10km away from project site, (tentative).
f. Design Head	35.4m
Land particulars(excluding right of way for transmission	
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	6.5Ha
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

3 KOKKAMULLU

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR
River basin	Valapattanam	
District	Kannur	
Access to site	35 km from Thaliparamba	
Nearest KSEB investigation field office		Investigation Division, Padinjarathara Investigation Circle, Thrissur
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Diversion weir 59m length and 5m height.
b. Water conductor system with dimensions (approx)		Power channel –750m long bottom width 2m, side slope 1:1, depth –2m, forebay- 15m.dia. Penstock 1 no. 1.4m dia and 73.5m long
c. Power house with No. of machines and capacity		2MW (1 x 1000kw + 2 x 500kw)
d. Annual average generation potential		4.8Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest 11kv line 1.5km away, (tentative).
f. Design Head		32m
	Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)		Nil
b. Extent of Private land required (approx)		10Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		5 families (approx)
Litigations or any other issues including previous agreements etc.		

4 ONIPUZHA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR
River basin	Onipuzha	
District	Kozhikode	
Access to site	60 km from Kozhikode in Quilandy taluk	
Nearest KSEB investigation field office		Investigation Division, Padinjara Investigation Circle, Thrissur
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Diversion weir 29m length, 4.6m height.
b. Water conductor system with dimensions (approx)		Power channel 515m length, 1.95m bottom width, 2.45m depth, side slope 1:1 forebay – 22m dia. ,Penstock – 65m long and 1.3m dia
c. Power house with No. of machines and capacity		1.5MW (3 x 500kw) 3 nos
d. Annual average generation potential		3.16Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv line available near the P. H site (tentative).
f. Design Head		31.3m
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		Nil
b. Extent of Private land required (approx)		6Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

5 MUNDAKAYAM

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR
River basin	Manimala Ar	
District	Kottayam / Idukki	
Access to site	65 km from Pathanamthitta and about 1.5 km from Mundakkayam	
Nearest KSEB investigation field office		Investigation Field Division, Konni
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Diversion weir 70m length, 10m height.
b. Water conductor system with dimensions (approx)		Penstock of 14m length and 2.5m dia feeder pipe of 8m long 1.5 and 1m dia
c. Power house with No. of machines and capacity		1.25MW (2 x 500kw + 1 x 250kw)
d. Annual average generation potential		3.08Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest Substation – Kanjirapally, (tentative).
f. Design Head		8m
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		Nil
b. Extent of Private land required (approx)		6Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

6 CHATHAMALA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR
River basin	Valapattanam	
District	Kannur	
Access to site	67 km from Kannur	
Nearest KSEB investigation field office		Investigation Field Division, Padinjarathara Investigation Circle, North, Vydyuthi Bhavanam, Thrissur
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Diversion weir 41m long and 5m height.
b. Water conductor system with dimensions (approx)		Power channel 720m long bottom width –40cm and depth – 2.0m, side slope 1:1 forebay 10m dia. Penstock 1 no. –127m length, 0.8m dia, feeder pipes – 2nos. 0.7m dia 10m length
c. Power house with No. of machines and capacity		1MW (2 x 500kw) 2 nos.
d. Annual average generation potential		2.08Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. 11kv line 3 km from the project site, (tentative).
f. Design Head		63m
	Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)		Nil
b. Extent of Private land required (approx)		3Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		Approx. 5 families
Litigations or any other issues including previous agreements etc.		

7 PERUVA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Draft DPR
River basin	Peruva	
District	Kannur	
Access to site	30 km from Thalassery	
Nearest KSEB investigation field office		Investigation Field Division – Padinjaraathara Investigation Circle North, V. B, Thrissur

Main project components viz.

a. Dam/ weir with dimensions (approx)	Two weirs of height 5m, length 29m and 43m,
b. Water conductor system with dimensions (approx)	2 power channels 950m and 170m length, forebay 13.5m dia. Penstock – 610m length 1.2m dia
c. Power house with No. of machines and capacity	2MW (1 x 1.5MW + 1 x 0.5MW) 2 nos.
d. Annual average generation potential	5Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.66kv Substation at Nedumpoil – 5 km from project site, (tentative).
f. Design Head	74m
Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)	10.5 Ha
b. Extent of Private land required (approx)	
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

8 THIRUNELLI

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR under preparation
River basin	Kabani	
District	Wynad	
Access to site	34 km from Mananthavadi	
Nearest KSEB investigation field office		Investigation Field Division – Padinjarathara Investigation Circle North, V. B, Thrissur

Main project components viz.

a. Dam/ weir with dimensions (approx)	A diversion weir 70m length and 5m height,
b. Water conductor system with dimensions (approx)	Power channel 1710m, bottom width 2m, depth of flow 1.5m, side slope 1:1 forebay 13m dia. Penstock 40m, 1.2m dia
c. Power house with No. of machines and capacity	800kw (2 x 400kw)
d. Annual average generation potential	2.15Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv line 300m away, (tentative).
f. Design Head	24m
Land particulars	
a. Extent of Forest land required (approx)	2.5Ha
b. Extent of Private land required (approx)	1.5Ha
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

9 MADATHARUVI

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR under preparation
River basin	Madatharuvi	
District	Pathanamthitta	
Access to site	The site is 6 km from Ranny	
Nearest KSEB investigation field office		Investigation Field Division – Konni Investigation Circle South, Kothamangalam
Main project components viz.		
a. Dam/ weir with dimensions (approx)		A diversion weir of 41m length and 5m height,
b. Water conductor system with dimensions (approx)		Rectangular channel 1.4m width and 2m depth, 350m length, forebay 12m dia. Penstock 1m dia, 150m length
c. Power house with No. of machines and capacity		1MW (Single machine)
d. Annual average generation potential		2.04Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest Substation – Ranny, (tentative).
f. Design Head		38m
Land particulars (excluding right of way clearance for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		3.2Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

10 MALOTHI-II

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	DPR under preparation
River basin	Malothipuzha	
District	Kasargod	
Access to site	About 70km away from Payyannoor via Neeleswaram, Bheemanadi, Konnakkad	
Nearest KSEB investigation field office		Investigation Field Division Padinjarethara Investigation Circle North, V. B, Thrissur
Main project components viz.		
a. Dam/ weir with dimensions (approx)		A diversion weir of 49m length and 5m height,
b. Water conductor system with dimensions (approx)		A power channel 1060m length, 1.2m bottom width, 1.3m depth, 1:1 side slope, a circular forebay tank – 12.5m dia
c. Power house with No. of machines and capacity		800kw (2 x 400kw)
d. Annual average generation potential		1.5Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11 kv line 1 km length, (tentative).
f. Design Head		32m
Land particulars(excluding right of way clearance for transmission line)		
a. Extent of Forest land required (approx)		Nil
b. Extent of Private land required (approx)		4Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

11 Kakkadampoil SHP Stage I - 21 MW

#

The project envisages use of 23.25 Sq.Km catchment of Karumanpuzha, a tributary of Chaliyar, over a head of 300m to get 21MW (stage I).

Salient Features (stage I, 3 x 7 MW)

1. **Location**
 - State Kerala
 - District Malappuram/Kozhikkode
 - Taluk Eranad
 - Village Akampadam
 - Latitude 11 ° 22' - 11 ° 25' N
 - Longitude 76 ° 05' - 76 ° 08' E

2. **Access**
 - By road From Kozhikode – Via Omassery
 - Nearest Railway Station Kozhikode.
 - Nearest Airport Kozhikode (Karipur)

3. **River**
 - Karuman Puzha Tributary of Chaliyar River

4. **Hydrology**
 - Free catchment area 23.25 Sq.Km
 - Average annual runoff 155.30 Mm³
 - Design flood at Diversion site 100 Cumecs

5. **Power Evacuation** 110 KV SC line

6. **Average Annual Generation** 52.22 Mu

12 Kakkadampoil SHP Stage II - 11MW (8MW (A) + 3MW (B))

STAGE II A - 8 MW

The Kakkadampoil small hydro Electric project stage II A with 8 MW machines by utilising the combined discharge from tail waters of stage I and Stage II B and Akampuzha thodu.

The project envisages use of 5.25 Sq.Kms of catchment of Akampuzha Thodu and the total catchment of stage I and IIB, over a gross head of 85m to get 8MW.

Salient Features II A

1. Location

➤ State	Kerala
➤ District	Malappuram/Kozhikkode
➤ Panchayat	Koodaranji
➤ Village	Koodaranji
➤ Latitude	11° 20' - 11° 15' N
➤ Longitude	76° 05' - 76° 08' E

2. Access

➤ By road	From Kozhikode– Via Omassery
➤ Nearest Railway Station	Kozhikode.
➤ Nearest Airport	Kozhikode (Karipur)

3. River

➤ Kallippara River	Tributary of Chaliyar River
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4. Hydrology

➤ Free catchment area	5.25 Sq KM
➤ Total catchment area	32.50 Sq KM
➤ Average annual runoff	233.35 M.Cum
➤ Design flood at Diversion site	60 Cumecs

5. Power Evacuation

110 KV line

6. Average Annual Generation

19.87 Mu

Salient Features Stage II B - (3MW =2 x 1.5 MW)

1. Location

➤ State	Kerala
➤ District	Kozhikkode
➤ Village	Koodaranji
➤ Latitude	11° 22' - 11° 25' N
➤ Longitude	76° 05' - 76° 08' E

2. Access

➤ By road	From Kozhikode–Via Omassery
➤ Nearest Railway Station	Kozhikode.
➤ Nearest Airport	Kozhikode (Karipur)

3. River

➤ Perumpilavupuzha	Tributary of Chaliyar River
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4. Hydrology

➤ Free catchment area	4.00 Sq Km
➤ Average annual runoff	26.72Mm ³
➤ Design flood at Diversion site	40 cumecs

5. Power Evacuation	110 KV line
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6. Average Annual Generation	6.34 Mu
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13 ARIPPARA

Name of the project :Arippara
 River Basin : Chaliyar
 District : Kozhikkode
 Access to site : 60km from Kozhikkode via (Kunnamagala,
 Omassery, Kodanchery)

Main Project Components VIZ.

a) Dam/Weir with dimen.(appr.): Trench type weir, length- 45m,bed level+116.5

b) Water conductor system with

dimen. (appr.) :

c) Power house with No.of

machines and capacity : Over ground, installed capacity-3.0MW
 (2 x 1.5MW)

d) Annual average generation

Potential : 10.00 Mu @ 50% dependable year

Design Head : 30m

PROJECTS FOR WHICH DETAILED INVESTIGATIONS ARE DONE**14** KOZHILAKUTHU

Name of the project : Kozhivilakuthu

River Basin : pooyamkutty

District : Idukki

Access to site :15km from Kallar up to Mankulam, then 12km jeep road from Mankulam to PH site via Anakkulam, then 3km from PH site and then Footpath of 400m to weir site.

Main Project Components VIZ.

a) Dam/Weir with dimen.(appr.): Gravity Weir with un-gated overflow portion.

b) Water conductor system with

dimen. (appr.) : Desilting chamber- Rectangular with slopping bottom.Diameter of the penstock pipe-0.60m
leangth-700m

c) Power house with No.of

machines and capacity : Over ground leangth 9m width 7m installed
capacity 1000kW, 2x500kW

d) Annual average generation

Potential : 4.57Mu

Design Head : 216m

15 PANAMKUDANTHA

Name of the project	: Panamkudantha
River basin	: Pampa
District	: Pathanamthitta
Access to site	: 22km from Ranni up to Chathanthara, then 1.5km jeep road to Kurumpanmoozhi, then 0.5km by foot path to weir site.

Main Project Components VIZ.

- a) Dam/Weir with dimen.(appr.): Gravity Weir with un gated overflow portion
- b) Water conductor system with
dimen. (appr.) : With concrete column support and steel racks
Penstock pipe dia-0.5m leangth- 340m
- c) Power house with No.of
machines and capacity : Over ground leangth-9m, width-7m installed
capacity-500kW, 2 x 250kW
- d) Annual average generation
Potential : 1.69Mu
Design Head : 165m

16 KISHUMAM

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Detailed investigation completed
River basin	Pamba	
District	Pathanamthitta	
Access to site	Perinadu Panchayat in Pathanamthitta Dist	
Nearest KSEB investigation field office		Investigation Field Division Konni Investigation Circle, South Kothamangalam
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Height of weir 10m, top length of weir 95m
b. Water conductor system with dimensions (approx)		Power house at the toe of dam , penstock 2 Nos. length 50m, dia 2.75m and 0.75m
c. Power house with No. of machines and capacity		3.3MW
d. Annual average generation potential		9Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.Nearest Ssubstation is Kanjirappally, (tentative).
f. Design Head		10m
Land particulars(excluding right of way clearance for transmission line)		
a. Extent of Forest land required (approx)		4Ha
b. Extent of Private land required (approx)		3Ha
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

17 MALOTHI-I

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Detailed investigation completed
River basin	Malothipuzha	
District	Kasargod	
Access to site	The project site is about 2km away from Konnakkad town which is about 45km from Neeleswaram via, Vellarikkundu, Bheemanadi and Malom	
Nearest KSEB investigation field office	Investigation Field Division Padinjarethara, Investigation Circle North, V. B, Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Non overflow section length 15m, height 6.1m, overflow section length 30m, height 5m, bottom width 5m,	
b. Water conductor system with dimensions (approx)	Length of intake canal 87m, size of rectangular chamber 8 x 6.2 x 4, length of power channel 1615m Penstock length 150m, dia 1.70m	
c. Power house with No. of machines and capacity	18 x 7 x 11 Installed capacity 2000kw (2 x 800 + 1 x 400)	
d. Annual average generation potential	4.70Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Generated power is proposed to be conveyed to the nearest 11kv feeder at Konnakkad, (tentative).	
f. Design Head	31.5m	
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)	Nil	
b. Extent of Private land required (approx)	5Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

18 PERIMPALA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Detailed investigation completed
River basin	Perumpuzha	
District	Kannur	
Access to site	44km East of Thalipparamba via Manakkadavu by road, nearest Railway Kannur.	
Nearest KSEB investigation field office	Investigation Field Division Padinjarethara Investigation Circle North, V. B, Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Length 40m, height of overflow section 4m, desalting chamber 3.5 x 3.5.	
b. Water conductor system with dimensions (approx)	Power channel 750.75m trapezoidal bottom width 2.5m , depth 1.4m forebay tank 17m dia, circular. Penstock 1.2m dia, 45m long	
c. Power house with No. of machines and capacity	800kw (100+ 300+ 400kw)	
d. Annual average generation potential	1.935Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.It is proposed to feed to substation at Sreekandapuram (proposed), (tentative).	
f. Design Head	16m	
Land particulars (excluding right of way clearance for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)	4Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements		

19. Kuthirachattam – details not available

20 MALOTHI -III

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Detailed investigation completed
River basin	Malothipuzha, Kariangad river (basin)	
District	Kasargod	
Access to site	Road 68 km from Payanoor town, Rail Nileswar (nearest) 42km	
Nearest KSEB investigation field office	Investigation Field Division Padinjarethara Investigation Circle North, V. B, Thrissur	

Main project components viz.

- | | |
|--|--|
| a. Dam/ weir with dimensions (approx) | Concrete gravity weir, length 47m height 6.35m, intake canal 55m long , 3 x 25m rectangular. |
| b. Water conductor system with dimensions (approx) | Rectangular chamber 5 x 5 x 3.5m, power channel Trapezoidal 340m long forebay tank 15 x 15 x 8.5 m. Penstock 25m length 1.2m dia |
| c. Power house with No. of machines and capacity | 1 x 100+1x 150 +1x200kw =450kw |
| d. Annual average generation potential | 0.9203Mu |
| e. Evacuation details | Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.Stepped up to 11kv and conveyed to 11kv feeder at Malom, 1 km from the power house by a single circuit 11 kv line, (tentative). |
| f. Design Head | 9.37m |

Land particulars (excluding right of way for transmission line)

- | | |
|--|---------|
| a. Extent of Forest land required (approx) | } 3 Ha. |
| b. Extent of Private land required (approx) | |
| c. Extent of Government land required (approx) | |

Particulars of any upstream/ downstream structures from the proposed scheme (existing / proposed)

Rehabilitation / resettlement issues, if any, with details

Litigations or any other issues including previous agreements etc.

21 FURLONGKARA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Detailed investigation completed
River basin	Kilikattuthode / Kuppam basin	
District	Kannur	
Access to site	The project site is approximately 30 km from Thaliparamba via Alakode. Nearest Railway Kannur	
Nearest KSEB investigation field office	Investigation Field Division Padinjarethara Investigation Circle North, V. B, Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Length 37m, height 5m.	
b. Water conductor system with dimensions (approx)	Desilting chamber 3.5m wide and 2.5m deep, length 10m, Power channel 1342.50m size 0.7m bottom width 0.7m height forebay 7m dia height 6.25m penstock 137.5m long, 70cm dia	
c. Power house with No. of machines and capacity	Power house 350kw (1 x 200 + 1x 100 + 1x 50)	
d. Annual average generation potential	1.043Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. The 11kv line now available at Alakode has to be extended by 4km to the project site, (tentative).	
f. Design Head	50.0m	
Land particulars		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)	3Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

22 PILACHIKKARA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Detailed investigation completed
River basin	Pilachikkarama, Karangot river basin	
District	Kasargod	
Access to site	Project site is at Bheemanadi which is 67 km from Thaliparamba and 25km from Neleswaram	
Nearest KSEB investigation field office (Address and Telephone No.)	Investigation Field Division Padinjarethara Phone 0493 – 693507 Investigation Circle North, V. B, Thrissur Phone : 0487 –380343	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Concrete gravity weir, overflow type, height 5m length 34m	
b. Water conductor system with dimensions (approx)	Desilting chamber 50m length, conduit channel 3m dia 198m length forebay tank 15m dia and 10.6m height, penstock 1.4m dia 40m length	
c. Power house with No. of machines and capacity	1 x 250kw +1 x 100kw =350kw	
d. Annual average generation potential	1.004Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv line at Bheemanadi, (tentative).	
f. Design Head	6m	
Land particulars		
a. Extent of Forest land required (approx)	Nil	
b. Extent of Private land required (approx)	3Ha	
c. Extent of Government land required (approx)	Nil	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.	Nil	

23 ODANPUZHA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Detailed investigation completed
River basin	Bharathapuzha	
District	Kannur	
Access to site	51 km from Thalassery – Nearest Railway station at Thalassery	
Nearest KSEB investigation field office (Address and Telephone No.)	Investigation Field Division Padinjarethara Investigation Circle North, V. B, Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Over flow type concrete gravity ungated Ogee weir of 35m long and 5m high	
b. Water conductor system with dimensions (approx)	Concrete lined open channel of 275m long (Trapezoidal) having bottom width 1m	
c. Power house with No. of machines and capacity	Overground 300kw –(1 x 200 + 1 x 100)	
d. Annual average generation potential	0.9843Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv line is available at Tondy at 6 km from site, (tentative).	
f. Design Head	40.81m	
Land particulars(excluding right of way for transmission line)	} 2Ha	
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.	Nil	

25 PATHANKAYAM

Name of the project : Pathankayam

River Basin : Chaliyar

District : Kozhikkode

Access to site : 45km from Kozhikkode to Kodenchery and
8km to Narangathode from kodenchery by
Road and 400m to the river near weir site by
Coup road on right bank.

Main Project Components VIZ.

a) Dam/Weir with dimen.(appr.): Trench type length 35m, bed level- +235.290m

b) Water conductor system with

dimen. (appr.) : Length of disilting chamber-60m, size-5m
wide, 4.5m deep, Penstock length-140m
dia-1.60m

c) Power house with No.of

machines and capacity : Over ground power house, installed capacity
4000kW (1 x 1000kW & 2 x 500kW)

d) Annual average generation

Potential : 10.92Mu

Design Head : 36.50m

26 ANAKKAMPOIL

Name of the project : Anakkampoil

River Basin : Chaliyar

District : Kozhikkode

Main Project Components VIZ.

a) Dam/Weir with dimen.(appr.) : Trench type, bed level-463.00m

b) Capacity : 6.75MW

d) Annual average generation

Potential : 21.78

PROJECTS FOR WHICH PRELIMINARY INVESTIGATION DONE**27 KEEZHARKUTHU**

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Kaliyar basin	
District	Idukki	
Access to site	Weir site is about 12km from Udumbannoor. P.H site is about 8km from Udumbannoor	
Nearest KSEB investigation field office		Investigation Field Division Idamalayar Investigation Circle, South, Kothamangalam
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Weir of 6m high, 40m long
b. Water conductor system with dimensions (approx)		Power tunnel 2500m, forebay tank. Penstock 1m dia, 1750m long
c. Power house with No. of machines and capacity		15MW
d. Annual average generation potential		47.94Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. The tower line from Sengulam power house is passing over the proposed Substation near Udumpannoor. Length of Tower line comes to 6km, (tentative).
f. Design Head		470m
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		30Ha
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

28 CHITTUR UPPER

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Chittur	
District	Idukki	
Access to site	The area locally known as Averkuth, approachable by a coup road taking off from 6 th mile from Neriamangalam in Alwaye – Munnar road. Total distance from Kothamangalam to site is 43km.	
Nearest KSEB investigation field office	Investigation Field Division, Idamalar Investigation Circle South Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Weir 5m high, 35m long	
b. Water conductor system with dimensions (approx)	Penstock 600m long 2m dia	
c. Power house with No. of machines and capacity	Installed capacity 6000kw	
d. Annual average generation potential	14.24Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.66kv line passes through the right bank ridge of Devi Ar and crosses the coup road at about 2km away from 6 th mile and Arial distance from the site is about 8km, (tentative).	
f. Design Head	39m	
Land particulars(excluding right of way clearance for transmission line)		
a. Extent of Forest land required (approx)	Reserve forest 8Ha	
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed) Rehabilitation / resettlement issues, if any, with details	Chittur lower scheme capacity 6000kw, Energy – 14.75Mu	
Litigations or any other issues including previous agreements etc.		

29 KULIRAMUTTY

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Perumboola	
District	Kozhikode	
Access to site	43 km from Kozhikode to Perumboola via Koduvalli, Omassery, Thiruvambady and Karimutti junction to left bank of weir site	
Nearest KSEB investigation field office	Investigation Field Division Padinjarethara Investigation Circle, North, V. B, Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)		Trench weir, height 2.6m, length 21m,
b. Water conductor system with dimensions (approx)		Power channel 1405m, penstock 1.2m dia and length 285m, forebay tank circular 15m dia height 8.94m
c. Power house with No. of machines and capacity		Over ground type, 18m x 7m size, no. of machines 3, capacity 3000kw (1500+1000+500)
d. Annual average generation potential		6.579Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Power can be evacuated through 11kv line to a centrally oriented switching station near Koodaranhi , (tentative).
f. Design Head		70m (net head)
Land particulars (excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		Private land
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

30 URULIKUZHI (MAMALAKANDAM)

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Periyar	
District	Ernakulam	
Access to site	The weir site is approachable by 10 km long coup road from 6 th mile Mamalakandam road starting from 6 th mile from Always-Munnar road- it is 40km from Kothamangalam	
Nearest KSEB investigation field office	Investigation Field Division Idamalayar Investigation Circle, South Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Length of weir 77.0m, height 5.0m	
b. Water conductor system with dimensions (approx)	Penstock length 789m 2m dia	
c. Power house with No. of machines and capacity	3000kw	
d. Annual average generation potential	7.82Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest 11kv line is 6 th mile about 14 km from the power house, (tentative).	
f. Design Head	64m	
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)	¾ Ha (forest)	
b. Extent of Private land required (approx)	1.5Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details	Eviction of encroaches and acquisition of involved. Forest clearance required	
Litigations or any other issues including previous agreements etc.		

31 THONIYAR

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Thoniyar	
District	Ernakulam	
Access to site	The weir is located at Chelakkadu about 20 km away from Thodupuzha and 62km from Kothamangalam PH site is very near to Malayinchi	
Nearest KSEB investigation field office	Investigation Field Division Idamalayar Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Length 70m, height 6m	
b. Water conductor system with dimensions (approx)	Penstock 2 nos 700mm dia length 1500m	
c. Power house with No. of machines and capacity	Size 30 x 15 capacity 2600kw	
d. Annual average generation potential	8.4Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.	
f. Design Head	65m	
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)	3 Ha	
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

32 URUMBINI

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Kakakad	
District	Pathanamthitta	
Access to site	40 km from Pathanamthitta by road – 1km upstream of Seethathode power house, nearest railway station Chenganoor 66km	
Nearest KSEB investigation field office	Investigation Field Division Konni Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	A concrete gravity overflow type weir with height 15 m and length at top 62m	
b. Water conductor system with dimensions (approx)		
c. Power house with No. of machines and capacity	Dam toe PH – 2.20MW	
d. Annual average generation potential	10.971Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. To link with 110kv Substation at Seethathodu, (tentative).	
f. Design Head	15m	
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)	Nil	
b. Extent of Private land required (approx)	12 Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	Ullunkal, Karikkayam, Maniyar, Maniyar tail race scheme – down stream of Seethathodu	
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.	Nil	

33 THUVAL

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Eastern Kallar	
District	Idukki	
Access to site	7 km coup road from Irattayar North, Nedumkandam village, Nedumkandam taluk	
Nearest KSEB investigation field office	Investigation Field Division Munnar Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Height 3m length 40m	
b. Water conductor system with dimensions (approx)	Pipeline 205m long, dia 34cm	
c. Power house with No. of machines and capacity	Installed capacity 1MW (500kw, 400kw,100kw) 3 machines	
d. Annual average generation potential	3Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.	
f. Design Head	85m	
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)	2 Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

34 THANNIYADI

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Preliminary investigation completed
River basin	Kuyangad thodu / Chandragiri basin	
District	Kasargod	
Access to site	The site is approximately 20km – east of Kanhangad near Eriya in Kanhangad - Iriya road	
Nearest KSEB investigation field office	Investigation Field Division Padinjarethara Investigation Circle, North, V. B, Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Height of weir 5.0m length 36.0m	
b. Water conductor system with dimensions (approx)	Desilting chamber 40m long size 3.50 x 3.50m power channel – length 1005m bottom width 1.5m, forebay 19m dia circular height 3.5m, penstock length 36m, 1.2m dia	
c. Power house with No. of machines and capacity	Power house 450kw (200+150+100kw)	
d. Annual average generation potential	1.57Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Power produced can be linked to the existing 11kv line at Thanniyadi, (tentative).	
f. Design Head	10.5m	
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)	12Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

35 HARITHEERTHAKKARA

Present Status of the Project: DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted Preliminary investigation completed

River basin Peruvamba river basin Hariyilthodu

District Kannur

Access to site 15km north east of Payyannoor town

Nearest KSEB investigation field office Investigation Field Division Padinjarethara Investigation Circle, North, V. B, Thrissur

Main project components viz.

- | | |
|--|--|
| a. Dam/ weir with dimensions (approx) | Trench type diversion weir. |
| b. Water conductor system with dimensions (approx) | Desilting chamber, Trapezoidal power channel to lead water from desilting chamber to forebay, circular forebay 7m dia Penstock 50cm dia 35m length |
| c. Power house with No. of machines and capacity | 2 x 50kw Horizontal shaft frances turbine = 100kw |
| d. Annual average generation potential | 0.251Mu |
| e. Evacuation details | Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv line upto Chooral nearly 1km from project site, (tentative). |
| f. Design Head | Net head 13.50m |
| Land particulars | |
| a. Extent of Forest land required (approx) | Nil |
| b. Extent of Private land required (approx) | 2Ha |
| c. Extent of Government land required (approx) | Nil |
| Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed) | |
| Rehabilitation / resettlement issues, if any, with details | |
| Litigations or any other issues including previous agreements etc. | |

FEASIBILITY STUDIES CONDUCTED**36 KAITHAKOLLI**

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study completed
River basin	Kabani
District	Wyanad ar
Access to site	10km from
Nearest KSEB investigation field office (Address and Telephone No.)	

Main project components viz.

- a. Dam/ weir with dimensions (approx)
- b. Water conductor system with dimensions (approx)
- c. Power house with No. of machines and capacity
- d. Annual average generation potential
- e. Evacuation details

f. Design Head

Land particulars(excluding right of way for transmission line)

- a. Extent of Forest land required (approx)
- b. Extent of Private land required (approx)
- c. Extent of Government land required (approx)

Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)

Rehabilitation / resettlement issues, if any, with details

Litigations or any other issues including previous agreements etc.

37 KANJIRAKOLLY

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study completed
River basin	Valpattana
District	Kannur
Access to site	10 km from Iritty is 40 km
Nearest KSEB investigation field office	

Main project components viz.

- a. Dam/ weir with dimensions (approx)
- b. Water conductor system with dimensions (approx)
- c. Power house with No. of machines and capacity
- d. Annual average generation potential
- e. Evacuation details

f. Design Head

Land particulars(excluding right of way for transmission)

- a. Extent of Forest land required (approx)
- b. Extent of Private land required (approx)
- c. Extent of Government land required (approx)

Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)

Rehabilitation / resettlement issues, if any, with details

Litigations or any other issues including previous agreements etc.

38 EZHAMTHALA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Pamba/Kallar	
District	Pathanamthitta	
Access to site	5km from Thekkuthode which is 20km from Konni Aruvappulam panchayat in Kozhencheri taluk	
Nearest KSEB investigation field office	Investigation Field Division Konni Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	A diversion weir of about 11m height	
b. Water conductor system with dimensions (approx)	Dam toe	
c. Power house with No. of machines and capacity	3.75MW	
d. Annual average generation potential	12Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest Substation Koodal 35km away, (tentative)..	
f. Design Head	11m	
Land particulars(excluding right of way for transmission)		
a. Extent of Forest land required (approx)	} Not	Not assessed
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	Down stream of proposed Chelikkall Ar and Vakkal Ar schemes	
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

39 MUKKADAVU MINI HE SCHEME

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Chittar	
District	Kollam	
Access to site	The site is 3km from Punalur towards Pathanapuram	
Nearest KSEB investigation field office	Investigation Field Division Konni Investigation Circle, South, Kothamangalam	

Main project components viz.

a. Dam/ weir with dimensions (approx)	Concrete overflow weir height 8.5m length at top 41m
b. Water conductor system with dimensions (approx)	Power tunnel of clear dia 2.25m
c. Power house with No. of machines and capacity	3 nos. 750kw each, 2.25MW
d. Annual average generation potential	5.83Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv line is available at about 1km from the station, (tentative).
f. Design Head	15m
Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	7Ha
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

40 ANAKKAL

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Azhutha	
District	Kottayam	
Access to site	The project site is accessible by road from Mundakkayam to power house site. Nearest Railway Kottayam 70km	
Nearest KSEB investigation field office	Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Height of weir 13m	
b. Water conductor system with dimensions (approx)		
c. Power house with No. of machines and capacity	Dam toe power house, capacity 2MW	
d. Annual average generation potential	8.64Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared and get it approved from KSEB. Nearest Substation Kanjirappally 66kv Substation, 1km, 11kv line to be constructed, (tentative).	
f. Design Head	13m	
Land particulars(excluding right of way for transmission)		
a. Extent of Forest land required (approx)	Nil	
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	There is a proposal to use the tail water again for Parakkadavu low head scheme	
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

41 KAZHUTHURUTTI

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Kazhuthurutti river, Kallada Ar basin	
District	Kollam	
Access to site	The sites are accessible and nearby Kollam – Shenkotta Road	
Nearest KSEB investigation field office	Investigation Field Division – Konni Investigation Circle South Kothamangalam	

Main project components viz.

a. Dam/ weir with dimensions (approx)	}	To be finalised
b. Water conductor system with dimensions (approx)		
c. Power house with No. of machines and capacity		2MW
d. Annual average generation potential		2.27Mu
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Power can be transmitted to Thenmala Substation, (tentative).
f. Design Head		32m
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

42 MEENMUTTI

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Kabani / Cauvery basin	
District	Wayanad	
Access to site	30km from Vythiri in the Kozhikode – Kalpatta road	
Nearest KSEB investigation field office	Investigation Field Division – Padinjarathara Investigation Circle, North, V. B Thrissur	

Main project components viz.

a. Dam/ weir with dimensions (approx)	A trench type diversion weir of 5m height and 12m length
b. Water conductor system with dimensions (approx)	LPP of 320m length, 1.1m dia. A single line penstock of 0.6m dia and 620m length
c. Power house with No. of machines and capacity	2 turbines (1 x 0.5MW+1 x 1MW), 1.5MW
d. Annual average generation potential	3.3Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. The power generated can be evacuated to 33kv Substation at Padinjarathara (under construction), (tentative).
f. Design Head	145m
Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)	0.5Ha
b. Extent of Private land required (approx)	2 Ha
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

43 MUTHAPPANPUZHA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Chaliyar	
District	Kozhikode	
Access to site	Road 52km from Kozhikode via Omassery, Thiruvampadi and Anakkampoyil through left bank of Mundathodu	
Nearest KSEB investigation field office	Investigation Field Division – Padinjarathara Investigation Circle, North, V. B Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Trench type weir of length 30m	
b. Water conductor system with dimensions (approx)	Power channel of length 488m trapezoidal side slope 1:2 bed slope 1 in 2000 base width 2.35m top 5m	
c. Power house with No. of machines and capacity	18m x 7m with machine 1 x 1000, 2 x 250, 1.5MW	
d. Annual average generation potential	3.59Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.	
f. Design Head	16m	
Land particulars (excluding right of way for transmission		
a. Extent of Forest land required (approx)	0.5Ha	
b. Extent of Private land required (approx)	2 Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

44 URUTTIPUZHA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Charuthipuzha, Valapattanam basin	
District	Kannur	
Access to site	60km from Kannur by Road	
Nearest KSEB investigation field office	Investigation Field Division – Padinjarathara Investigation Circle, North, V. B Thrissur	

Main project components viz.

a. Dam/ weir with dimensions (approx)	Diversion weir, concrete gravity of 50m length 5m height
b. Water conductor system with dimensions (approx)	Power channel 1230m length, forebay, penstock 90m length 1.1m dia
c. Power house with No. of machines and capacity	2 x 400+1x 200 = 1000kw
d. Annual average generation potential	3.426Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv feeder at Aralam which is 4km from the project site, (tentative).
f. Design Head	30m
Land particulars(excluding right of way for transmission line)	4Ha (Reserve forest)
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

45 LOWER MARMALA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Meenachal	
District	Kottayam	
Access to site	Located at Marmala in Theekoy Village, Meenachal taluk of Kottayam Dist.	
Nearest KSEB investigation field office	Investigation Field Division – Konni Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Height of weir 20m	
b. Water conductor system with dimensions (approx)	Free flow conduit, forebay tank, penstock	
c. Power house with No. of machines and capacity	900kw	
d. Annual average generation potential	4.20Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest Substation at Palai, (tentative)	
f. Design Head	28m	
Land particulars(excluding right of way for transmission)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	Scheme envisages to utilise tail race water available from Marmala Small HE Scheme	
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

46 KOZHICHAL

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Kariyamkode	
District	Kannur	
Access to site	55km from Thaliparamba	
Nearest KSEB investigation field office	Investigation Field Division, Padinjara Investigation Circle, Thrissur	

Main project components viz.

a. Dam/ weir with dimensions (approx)	Diversion weir 25m length and 5m height
b. Water conductor system with dimensions (approx)	Power channel 500m length 1m bottom width 0.75m depth side slope 1:1, forebay tank 7.5m x 7.5m size, penstock 1 no. 550m length, 0.75m dia
c. Power house with No. of machines and capacity	0.75MW (1 x 500kw + 1 x 250kw)
d. Annual average generation potential	1.82Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation scheme shall be prepared by developer and get it approved from KSEB. 11kv transmission line 1.5km away is available, (tentative).
f. Design Head	108m
Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	2.5Ha (approx)
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

47 CHERUVAKKILCHOLA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Mangad	
District	Thrissur	
Access to site	12 km from Vadakkancheri, Thalapilly taluk	
Nearest KSEB investigation field office		Investigation Field Division – V. B Thrissur Investigation Circle, North, V. B Thrissur

Main project components viz.

a. Dam/ weir with dimensions (approx)		Diversion weir of 91m length and height 17.8m
b. Water conductor system with dimensions (approx)		Penstock to be finalised
c. Power house with No. of machines and capacity		700kw
d. Annual average generation potential		
e. Evacuation details		Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer evacuation and get it approved from KSEB. Nearest Substation Vadakkancheri 14 km away, (tentative)
f. Design Head		80m
Land particulars (excluding right of way clearance for transmission line)		
a. Extent of Forest land required (approx)		Reserve forest
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

48 ARUVIKKAL

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Valiathodu	
District	Ernakulam	
Access to site	14km from Muvattupuzha via Pambakuda	
Nearest KSEB investigation field office	Investigation Field Division – Idamalayar Investigation Circle, South, Kothamangalam	

Main project components viz.

a. Dam/ weir with dimensions (approx)	Length of weir 12m and height 3.5m at Mavolimuttam and a weir of length 80m and 3m height at Aruvikkal
b. Water conductor system with dimensions (approx)	Channel 215.7m from weir I to weir II, penstock pipe 110m length and 0.7m dia from weir II
c. Power house with No. of machines and capacity	500kw
d. Annual average generation potential	1.36Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. 11kv line is available 100m away from P.H, (tentative).
f. Design Head	40m
Land particulars(excluding right of way clearance for transmission)	
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	5Ha
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

49 ANAVILASAM

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Feasibility study conducted
River basin	Periyar	
District	Idukki	
Access to site	2 km of jeep road from Anavilasam and 200m of footpath	
Nearest KSEB investigation field office	Investigation Field Division – Munnar Investigation Circle, South, Kothamangalam	

Main project components viz.

a. Dam/ weir with dimensions (approx)	Weir about 30m length 5m height
b. Water conductor system with dimensions (approx)	Pipe line of about 50m in length
c. Power house with No. of machines and capacity	300kw
d. Annual average generation potential	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. 11kv line is available at 2km, (tentative).
f. Design Head	40m
Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	Less than 1Ha
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	

OTHER IDENTIFIED SCHEMES

50 CHEMBUKATTY SMALL HE SCHEME

Present Status of the Project:	Identified completed/Preliminary Investigation completed/Feasibility conducted
River basin	Bharathapuzha
District	Palakkad
Access to site	21km from
Nearest KSEB investigation field office (Address and Telephone No.)	

Main project components viz.

- a. Dam/ weir with dimensions (approx)
- b. Water conductor system with dimensions (approx)
- c. Power house with No. of machines and capacity
- d. Annual average generation potential
- e. Evacuation details

f. Design Head

Land particulars(excluding right of way for transmission 0

- a. Extent of Forest land required (approx)
- b. Extent of Private land required (approx)
- c. Extent of Government land required (approx)

Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)

Rehabilitation / resettlement issues, if any, with details

Litigations or any other issues including previous agreements etc.

51 KOODAM SMALL HE SCHEME

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Identified
River basin	Bhavani	
District	Palakkad	
Access to site	10km away from Agali near to Siruvani estate of Bharani Plantations Ltd	
Nearest KSEB investigation field office	Investigation Field Division – V.B Thrissur Investigation Circle, North, V. B Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	A concrete gravity dam 10m height and 180m length	
b. Water conductor system with dimensions (approx)	A surface penstock of 1080m length and 0.75m dia	
c. Power house with No. of machines and capacity	2 turbines of 2MW each, 4MW	
d. Annual average generation potential	9.76Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. The power generated can be fed into the 33kv Substation at Agali which is now under construction (10km), (tentative).	
f. Design Head	180m	
Land particulars(excluding right of way for trasmissionline)		
a. Extent of Forest land required (approx)	Nil	
b. Extent of Private land required (approx)	20Ha	
c. Extent of Government land required (approx)	Nil	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		

Litigations or any other issues including previous agreements etc.

52 INCHAVARAKUTHU

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Identified
River basin	Periyar	
District	Idukki	
Access to site	20km from Idukki, Thodupuzha, Chelachuvadu	
Nearest KSEB investigation field office	Investigation Field Division – Idamalayar Investigation Circle, South, Kothamangalam	

Main project components viz.

a. Dam/ weir with dimensions (approx)	Weir and penstock
b. Water conductor system with dimensions (approx)	Investigation to be done
c. Power house with No. of machines and capacity	3MW
d. Annual average generation potential	6Mu (approx)
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared and get it approved from KSEB.
f. Design Head	15m
Land particulars(excluding right of way for transmission line)	
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	2Ha
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

53 CHEMMANNAR

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Identified
River basin	Chemannar	
District	Idukki	
Access to site	Project site is near the Kuthungal HEP	
Nearest KSEB investigation field office	Investigation Field Division – Munnar Investigation Circle, South, Kothamangalam	

Main project components viz.

a. Dam/ weir with dimensions (approx)	A diversion weir of about 6m height a penstock of 200m length 0.8m dia
b. Water conductor system with dimensions (approx)	
c. Power house with No. of machines and capacity	1.2MW
d. Annual average generation potential	2.6Mu
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. 11kv line is available near the site (tentative).
f. Design Head	50m
Land particulars(excluding right of way for transmission)	
a. Extent of Forest land required (approx)	
b. Extent of Private land required (approx)	
c. Extent of Government land required (approx)	
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)	
Rehabilitation / resettlement issues, if any, with details	
Litigations or any other issues including previous agreements etc.	

54 KANGAPUZHA

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Identified
River basin	Panniar	
District	Idukki	
Access to site	Downstream of the bridge under construction across Panniar near Kangapuzha	
Nearest KSEB investigation field office	Investigation Field Division – Munnar Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	A weir of 8m height with penstock	
b. Water conductor system with dimensions (approx)	Investigation to be done	
c. Power house with No. of machines and capacity	750kw	
d. Annual average generation potential	3.5Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.	
f. Design Head	7m	
Land particulars(excluding right of way for transmission line)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

55 RANDAM KADAVU

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Identified
River basin	Random kadavu	
District	Kannur	
Access to site	From Thalasseri or Kannur Iritty Edoor –Angali kadavu, Vaniappara – Random kadavu 60km	
Nearest KSEB investigation field office	Investigation Field Division – Padinjathara Investigation Circle, North, V. B Thrissur	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Diversion weir – gravity type 5m height	
b. Water conductor system with dimensions (approx)	Power channel length 400m	
c. Power house with No. of machines and capacity	Overground 1 x 200, 1 x 100lw	
d. Annual average generation potential	0.985Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB.11kv line from Chavasseri Substation is available (tentative).	
f. Design Head	18.50m	
Land particulars(excluding right of way for transmission)		
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)	1.90Ha	
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details		
Litigations or any other issues including previous agreements etc.		

56 ARUVIKUZHIPARA/ MARANGATTUPALLY

Present Status of the Project:	DPR Ready/ Detailed Investigation completed/Preliminary Investigation completed/Feasibility study conducted	Identified
River basin	Meenachil river / Aruvekuzhy parathode	
District	Kottayam	
Access to site	Accessible by PWD road from Kurianad to Uzhavoor. Nearest township Kuravilangad is about 5km from the site.	
Nearest KSEB investigation field office	Investigation Field Division – Konni Investigation Circle, South, Kothamangalam	
Main project components viz.		
a. Dam/ weir with dimensions (approx)	Dam 3m, length at top 37m, bottom 11m	
b. Water conductor system with dimensions (approx)	Penstock 240m long, contour channel 200m and 50m long penstock	
c. Power house with No. of machines and capacity	Installed capacity 300kw	
d. Annual average generation potential	1.32Mu	
e. Evacuation details	Alignment of transmission line will be surveyed and finalised by KSEB at the cost of the developer. Evacuation Scheme shall be prepared by developer and get it approved from KSEB. Nearest Substation is at Kuthattukulam, (tentative)	
f. Design Head	Land particulars(excluding right of way for transmission)	
a. Extent of Forest land required (approx)		
b. Extent of Private land required (approx)		
c. Extent of Government land required (approx)		
Particulars of any upstream/ down stream structures from the proposed scheme (existing / proposed)		
Rehabilitation / resettlement issues, if any, with details	Three/four permanently settled families	
Litigations or any other issues including previous agreements etc.		

Part VI Availability of Detailed Project Report / Detailed Investigation Report

Sl. No	SHP Schemes for which reports are available (Ref: 1.12.3)	Availability of Reports – DPR/DIR
	OLD	
1	Pilachikkara Mini H.E Scheme	DIR available
2	Malothi Small H.E Scheme No.1	DIR available
3	Malothi II Mini Hydel Scheme	DIR available
4	Malothi Mini H.E Scheme No.III	DIR available
5	Thirunelly Mini H.E Scheme	DPR available
6	Mundakkayam Small H.E Scheme	DPR available
7	Adakkathodu Small H.E Scheme	DPR available
8	Chathamala Mini H.E Scheme	DPR available
9	Onipuzha Mini H.E Scheme	DPR available
10	Arippara Small H.E Scheme	DPR available
11	Odanpuzha mini H.E Scheme	DIR available
12	Madatharuvi Mini H.E Scheme	DIR Available
13	Kalladathanni Mini H.E Scheme	DPR available
14	Kokkamullu Small H.E Scheme	DPR available
15	Peruva Small H.E Scheme	DPR available
16	Kozhiyilakuthu	DIR available
17	Panamkudantha	DIR available
	NEW	
18	Poru Low head Scheme	DPR available
19	Mundakayam	DPR available
20	Thumboormuzhy	DPR available
21	Koodam	DPR available
22	Vakkalar	DPR available
23	Keezharkuthu	DIR available
24	Averkutty-Chittur	DIR available
25	Thoniar	DIR available
26	Kannamkuzhy	DIR available
27	Thanniyadi	DIR available
28	Haritheerthakkara	DIR available
29	Kaithakolly	DIR available
30	Meenmutty	DIR available
31	Kozhichal	DIR available
32	Randankadavu	DIR available
33	Perumpala	DIR available
34	Furlongkara	DIR available
35	Peruthody	PIR available



GOVERNMENT OF KERALA

Abstract

Power Department- Kerala Small Hydro Power Policy 2012- Approved- Orders issued.

POWER (B) DEPARTMENT

G.O.(P) No. 25/2012/PD

Dated, Thiruvananthapuram, 03.10.2012.

 Read:-1. G.O (MS) 7/2007/PD dated 11.05.2007.

2. Letters No. EMC/SHPC/policy/2011 dated 21.01.2012, 29.02.2012, 29.03.2012, 16.04.2012 and 23.05.2012 from the Director, Energy Management Centre, Thiruvananthapuram.

3. Minutes of the Small Hydro Power Investor's Meet held at Thiruvananthapuram on 10.04.2012.

ORDER

The Government of Kerala have issued several guidelines from time to time, for the development of Small Hydro Power Projects in the State, since 1992, which encouraged private investment to harness 'green energy' from natural resources. With the enactment of Electricity Act 2003 and notification of National Electricity Policy in 2005 and Tariff Policy in 2006, under section 3 of the Electricity Act 2003, it was necessary to formulate a policy for the promotion and development of Small Hydro Power Projects in the State. Accordingly, the Director, Energy Management Centre (EMC) submitted draft "Kerala Small Hydro Policy 2012", for the consideration and approval of Government. The draft policy was published in the website of EMC for suggestions from the general public and presented before the prospective investors and IPP/CPP allottees of SHPs, in their meeting held at Thiruvananthapuram on 10.04.2012. The draft policy was also reviewed in the meeting held on 26.07.2012, with the

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-2-

Representatives of the Departments of Forest and Wild Life, Revenue, Finance, Water Resources, Local Self Government, Law, Chief Electrical Inspectorate and KSEB.

2) The suggestions/ comments proposed in the above meetings were taken into consideration and suitable modifications have been made in the draft policy. Government are now pleased to approve 'Kerala Small Hydro Policy 2012', as appended to this order.

By Order of the Governor,
ELIAS GEORGE,
 Additional Chief Secretary to Government.

To.

The Director, Energy Management Centre, Thiruvananthapuram.

The Chairman, KSEB, Pattom, Thiruvananthapuram.

The Director, ANERT, Thiruvananthapuram.

The Chief Electrical Inspector, Thiruvananthapuram.

The Secretary, KSERC, Thiruvananthapuram.

The Secretary, Kerala Legislature Secretariat, Thiruvananthapuram.

The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.

The Accountant General (A&E), Kerala, Thiruvananthapuram.

The General Administration (SC) Department. (Vide item No. 2308
 dated 26.09.2012).

The Forest and Wild Life/ Revenue/ Finance/ Water Resources/

Local Self Government Departments.

The Director, Information and Public Relations (for wide publicity).

Stock File / Office Copy.

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-3-

Copy to:

The PS to Chief Minister.

The PS to Minister (Power & Transport).

The CA to Additional Chief Secretary (Power & Transport).

The CA to Additional Secretary (Power & Transport).

Forwarded/ By Order

Section Officer.

KERALA SMALL HYDRO POWER POLICY-2012

1. Preamble

Kerala is endowed with vast small hydro power potential to the tune of about 700 MW. Government of Kerala has issued several guidelines from time to time for the development of small hydro power project since 1992. The measures have encouraged private investment to harness green energy from natural resources. Till the end of December 2011, 19 Small Hydro Power projects with an installed capacity of 145.65 MW have been commissioned in the State. The State needs to evaluate the experience with them and to fine-tune policy so as to speed up investments in the area.

The Central Government has enacted the Electricity Act in 2003, and notified the National Electricity Policy in 2005 and Tariff Policy in 2006 under Section 3 of the Electricity Act, 2003. Both the policies provide for measures to undertake the development of Renewable Energy sources, including Small Hydro Power Projects. The Ministry of New and Renewable Energy (MNRE), Government of India has formulated legal, financial and administrative framework for promotion of investments in this sector and has advised the State Governments to formulate appropriate promotional policies.

Section 3 of the Kerala Irrigation and Water Conservation Act, 2003 (Act 31 of 2003) stipulates that all water courses and all water in such courses throughout the State shall be the property of Government and further as per Section 5 of the said Act no person or local authority shall construct any structure across any water course except with previous sanction of Government. Section 57 of the said enactment, a Dam Safety Authority has been constituted and mandated that all dams would be subjected to its surveillance, inspection and advice.

The Kerala Electricity Regulatory Commission (KSERC) has issued guidelines for purchase of electricity from Renewable Energy sources including SHPs, making it mandatory for the

distribution licensees to source a certain percentage of their power purchases from Renewable Energy sources.

The present Policy is issued against these developments and backdrop. This Policy is directed towards a greater thrust on overall development and promotion of Small Hydro Power Projects.

2. Title and Enforcement

This Policy will be known as Kerala Small Hydro Power Policy, 2012 and will be applicable to projects with installed capacity upto 25 MW. The Policy will come into operation with effect from the date of its publication in the Official Gazette of the State.

This Policy shall supersede all the policy guidelines /instructions issued in this behalf till date.

This Policy will be applicable to all the Small Hydro Power Projects in the process of development as per the earlier allotments.

3. Vision

The Vision under this Policy shall be to harness green and clean natural resource in the State for environmental benefits and energy security.

4. Mission

The Mission under this Policy shall be to

1. Enhance the contribution of environmentally benign natural resources to the socio-economic development of the State and to supplement rural energy needs through speedy and expeditious commissioning of Small Hydro Power Projects.
2. Create an environment conducive to public /private /community participation and investment in Small Hydro Power Projects.
3. Enhance the contribution of Small Hydro Power Projects in the total installed capacity of the State from 145 MW to about 295 MW by 2017 through private participation.

5. Proposed Targets for Small Hydro Generation for the period 2012-2017.

Presently Renewable Energy (RE) sources contribute about 556 Mu of energy per annum (2.94 %) of the total consumption of 18926 Mu during 2011-12 in the state. The energy consumption anticipated during 2016-17 is 26,584 Mu per annum and the renewable energy purchase obligation shall be 1411 Mu and the additional requirement shall be 855 Mu. Considering average plant load factor of 25% from renewable energy sources, this necessitates an addition of 390 MW by 2017.

This Policy sets a goal of commissioning 150 MW additional capacity from Small Hydro Power Projects by 2017 through private participation.

6. Approvals for Small Hydro Power Projects

- 6.1 Technical Approval for developing Small Hydro Power Projects in the State shall be given by Government.
- 6.2 The sanction orders in this regard shall be issued by the Power Department. The Small Hydro Promotion Cell in the Energy Management Centre will be the secretariat for the processing of applications and monitoring of approved projects.
- 6.3 While according Technical approval, water utilization for the project shall be given after considering the issues germane to the Kerala Irrigation and Water Conservation Act, 2003 (Act 31 of 2003), and particularly that the proposed project(s) does not infringe with the drinking and irrigation rights of the local inhabitants.
- 6.4 The Small Hydro Promotion Cell, functioning in EMC under the Chairmanship of the Principal Secretary (Power), Govt. of Kerala will assist Government for issuing technical clearance for the projects and administration of implementation agreements executed with Government..
- 6.5 The Technical Committee shall look into all aspects of development of the projects, evacuation arrangements for the power generated, effective utilization of

natural resources, interference if any with upstream and downstream existing and proposed projects implemented /being implemented by different agencies etc. The cost aspects shall be examined by KSERC while finalizing the tariff.

6.6 All Small Hydro Power Projects identified by Kerala State Electricity Board and not set apart for private participation, including all dam-toe power and cluster power projects of existing dams, and also Small Hydro Power Projects utilizing the controlled release of water from the existing hydro and/ or irrigation projects shall be reserved for development by Kerala State Electricity Board.

6.7 Small Hydro Power Projects below 25 MW will be assigned for development by Government to developers through competitive bidding.

6.8 LSGs will be generally given preference for development of Mini and Micro Projects upto 500 kW

7. Methods of assigning Small Hydro Power Projects for development

7.1 Small Hydro Power Projects identified by the Government or State sponsored agencies such as KSEB, ANERT, Energy Management Centre etc. and not reserved for development by Kerala State Electricity Board shall be assigned to private developers as independent power projects or captive power project only through the competitive bidding route on Build Own Operate Transfer mode for 30 years from date of allotment.

7.1.1 Upon the expiry of BOOT period, the Developer shall transfer the project with its facilities to the Government free of cost.

7.2 Total period of allotment of any project, including period of construction, will be limited to thirty years from the date of allotment,

7.3 Small Hydro Power Projects identified by private persons on their own land will be assigned to the owner of the land subject to payment of the upfront premium specified below.

7.4 Small Hydro Power Projects will be assigned to the Local Body where the project is located without competitive bidding if there is unanimity among the three tiers of

the Local Bodies regarding the assignment of the project.

7.4.1 However where such projects are taken up for development by an SPV of the Local Body with private sector participation, such private participant in the SPV shall be identified through competitive bidding.

7.5 The Chief Electrical Inspector shall accord necessary permission for the power being developed by the developer to be connected to the State grid duly complying with electrical safety precautions and grid standards.

7.6 Any failure to tap the available power potential as envisaged in the approved DPR is liable for penalization.

8. Statutory Clearances

8.1 Clearances for the Small Hydro Power Project shall be required from (a) Local Body where the project is located, (b) the Revenue Department in case the land involved is Government land, (c) the Forest Department in case forest land is involved, and (d) a No Objection Certificate from Irrigation Department.

8.2 Where the Small Hydro Power Project falls in forest land, the case will be processed and considered by the Kerala Forest Department under the provisions of the Forest Conservation Act, 1980 subject to Ministry of Environment and Forest guidelines.

8.3 Where the Small Hydro Power Project is located on Government land the developer will be given the land on license for 30 years from the date of assignment of project to him subject to payment of license fee as fixed by Government from time to time. Government shall give permissive sanction for utilization of land coming under Kerala Land Conservancy Act 1957 for development of Power by Private Developers.

8.4 Where the development of the Small Hydro Power Project requires land owned by other private individuals, it shall be the responsibility of the developer to accomplish purchase of such land. Such land is also to be transferred to the Government at the end of the BOOT period.

8.4.1 If 75% or more of the land required for the Small Hydro Project has been purchased by the developer, Government may assist the developer through action under the Land Acquisition Act.

8.5 It shall be the responsibility of the developer to secure all the clearances required under the various statutes.

8.6 However, Government will provide all possible assistance for the same including single window clearance functioning in KSIDC under the Kerala State Single Window Clearance Boards and Industrial Township Area Development Act, 1999 for expediting clearances.

9. Eligibility

9.1 Any Company or body Corporate or association or body of individuals, whether incorporated or not, shall be eligible to apply for development of a Small Hydro Power Project through Private participation.

9.2 In case of a Small Hydro Power Project being developed as a captive unit, any person as defined in the Electricity Act, 2003 who intends to setup a captive power plant for its own consumption within the State of Kerala shall be eligible to apply under Captive project.

10. Applicability of Water Cess to Small Hydro Power Projects

As no permanent water extraction from water courses is envisaged in Small Hydro Power Projects, such projects shall not attract levy of water cess under the Kerala Irrigation and Water Conservation Act, 2003 (Act 31 of 2003).

11. Procedure for Allotment

11.1 The allotment process shall be done in two stages. In the first stage, bidders will submit request for qualification (RFQ), which will be evaluated based on their financial strength. In the second stage, the short-listed applicants will be requested

for proposals and bids. For each project, the short-listed applicant will be required to quote for a premium per MW, payable upfront, to the Government.

Evaluation parameters of Financial Capability (applicable for both IPP&CPP)

For the purpose of financial qualification, an Applicant and /or Financing members (ie all those consortium members who commit to satisfy the minimum equity share holding requirement in the project company, as stipulated for the lead member) would be required to demonstrate financial capability on the following criteria:

a) Networth at the end of the latest financial year should be at least equal to 15% of the estimated cost of the project applied for. The project cost to be considered for the purpose would be current cost estimated including cost of the evacuation and other infrastructure that the project company would need to incur.

11.2 The minimum threshold premium shall be Rs.15 Lakhs per MW.

11.3 Projects will be allotted to the bidder making highest bids.

11.4 There will not be any preference of CPP bidders over IPP bidders in the allotment of the Project.

11.5 During implementation, transfer of ownership would be permitted if transferee satisfies pre-qualification requirements subject to the prior approval of Government of Kerala.

11.6 Free transfer of shares will be permitted in the developer company as per the procedure laid down in the bid document after project implementation.

12. Sale of power generated by Small Hydro Power Projects

12.1 The State Transmission Utility / Kerala State Electricity Board shall have the first right of purchase the power generated by IPPs and surplus of power from CPPs at a tariff and other terms and conditions set forth by the Kerala State Electricity Regulatory Commission.

12.2 If KSEB or its successor entity is not intending to purchase the power, Kerala

State Electricity Regulatory Commission will permit non-discriminatory open access within the State of Kerala to sell the power to any entity within Kerala. Kerala State Electricity Regulatory Commission may permit open access for sale of power outside Kerala duly complying with the Section 11 of EA 2003.

12.3 For open access, the Rules framed by KSERC shall be applicable.

13. Technical Clearance: Government will form a technical committee to recommend technical clearance of TEFR (Techno-Economic Feasibility Report) as well as to address all matters related with sanctioning of TEFR and quality control and monitoring of the implementation of the project by the Private developer. The Committee shall include eminent Engineers in the field of Hydro power development either in service or accredited hydro power consultant, KSEB representative, Government Officials and Director, EMC as Convener. Based on the recommendation of Technical Clearance Committee, Government shall accord Technical Clearance.

14. Fee for Technical Approval

14.1 The fees payable for scrutiny and approval of technical clearance will be as follows:

14.1.1 For projects less than 1 MW developed by Private agencies in private land and Projects developed by Local Bodies - An application fee of Rs.10,000/- to give clearance for proceeding with the project and then Rs.50 per kW for scrutiny and approval of DPR and for technical clearance.

14.1.2 For project of 1 MW or greater than 1 MW capacity identified and developed by private agencies - Technical scrutiny fee of Rs. 100 per kW will be charged subject to a minimum of Rs. 1 lakh.

14.1.3 Separate fee will be chargeable for the technical services rendered by KSEB such as load flow studies, scrutiny of drawings, power potential study, relays and protection system etc.

15. Evacuation Arrangement

- 15.1 The transmission facilities upto the inter-connection point shall be constructed by the developer through STU/KSEB as a deposit work at the cost and responsibility of the developer.
- 15.2 Interfacing including transformers, panels, protection, metering, as well as maintenance shall be undertaken by developer as per the specification and requirement of KSEB for which the developer shall bear the entire cost.
- 15.3 Any modification / up-gradation of the substation of the KSEB, which draws power from the project and line strengthening beyond inter – connection point, shall be carried out by the KSEB at the cost of the developer and can be considered towards the project cost.
- 15.4 The line constructed by the developer up to sub-station shall be vested with KSEB to transmit power through this transmission line.

16. **Banking Facilities:** KSEB will permit banking facility during a financial year subject to availability of Grid and the rights for banking the energy with the KSEB and charges applicable for the same shall be determined by the regulation in force from time to time.

17. Milestones for development of Project by Private Developers

- 17.1 It is mandatory for the developer to complete the project in all respects and Commission the project with grid synchronization within a period of 60 months from the date of allotment. The developer shall execute an implementation agreement with the Government after furnishing necessary implementation guarantee as specified in 17.12 below.
- 17.2 The Developer shall furnish a scheme for the project with broad details such as location of weir, water conductor system, power house including reduced levels and submergence details and get it approved by Government before conducting detailed survey for the preparation of DPR.
- 17.3 The Developer shall submit DPR as per CBIP guidelines for SHP Development

within 18 months incorporating all the salient levels, layouts, location and installed capacity after allotment after taking gauge observation for a minimum period of 12 months and power potential studies for a minimum period of five years. If DPR is not submitted, allotment shall be cancelled.

17.3.1 The maximum grace period for submission of DPR will be 3 months if the developer submits valid reasons for the delay.

17.4 The developer shall take up investigation and preparation of DPR on their own by engaging consultants in the private sector or through Government agencies. In the case of investigation and preparation of DPR by Government agencies, the developer should meet the cost. The data considered by the developer shall be based on the survey conducted by them through their consultant. Government will not take any responsibility for the data considered by the developer while formulating DPR.

17.5 On getting DPR technically approved, the developer shall obtain the clearance within 6 months through Single Window clearance mechanism.

17.6 A further 6 months will be given to the developer for achieving financial closure.

17.7 The projects shall be made operational within 36 months from the date of financial closure.

17.8 If the project is not commenced within 9 months after obtaining all clearances, the allotment shall be cancelled and forfeiture of Implementation guarantee.

17.9 Failure to reach any of the two milestones in 17.3 and 17.5 above result in forfeiture of implementation guarantee and cancellation of allotment. No compensation would be payable to the IPPs or CPPs in such instance.

17.10 Failure to reach the milestone as in 17.7 above would make the developer liable to liquidated damages.

17.11 The developer may surrender the allotment back to Government if on completion of DPR within the time frame the developer and Government are convinced that the project is techno-economically unviable. However, the DPR prepared by developer will become property of the Government.

17.12 The developer shall furnish a bank guarantee from a scheduled bank in favour of Government valid up to the date of commercial operation of the Small Hydro Power Project as a token of his earnestness in implementing the project.

18. Regulatory Matters: The following facilities will be extended to all the SHPs developed as per this policy.

18.1 Renewable Energy Obligation: All distribution licensees and KSEB shall follow the renewable energy purchase obligation as decided by the Kerala State Electricity Regulatory Commission.

18.2 Feed in Tariff: KSEB and other Distribution licensee may procure power from the Small Hydro Power Projects at the tariff fixed by the KSERC.

18.3 Transmission & Wheeling Charges of Electricity: Wheeling charges as per the rate fixed by KSERC from time to time will be levied from the developer. T&D losses in the Transmission & wheeling of energy from generating station to the consumption point for captive producers shall be fixed by KSERC and governed by the regulation in force from time to time.

18.4 Metering: Necessary Main and Check meters having import–export registering facility and allied equipments as prescribed by KSEB shall be installed at the inter-connection point at the cost of the developer. All the meters will be under the custody of KSEB. Cost of installing and maintaining meters, CT, PT protective equipments etc. including their replacements / repair whenever necessary shall be borne by the developer.

18.5 Power Purchase Agreement: In the case the KSEB/ Distribution Licensee intending to purchase power, the power producer has to execute PPA with the KSEB in a time-bound manner as approved by KSERC. The tariff shall be determined by KSERC in accordance with provisions of the Electricity Act, 2003. All dispute arising shall be settled by the KSERC.

18.6 Settlements: All transactions related to the procurement of power by

KSEB/Distribution licenses from the Developer Company shall be settled on monthly basis.

18.7 All the directions/ controls/ regulations/ rectifications issued by CERC/ CEA/ Central Bodies/Southern Regional Electricity Power Committee / SLDC from time to time as adopted by Government /KSERC shall be binding on the developer.

18.8 Relief on Maximum Demand Charges:

KSEB will provide a relief in demand charges to HT/EHT captive consumers for continuously operating their captive power plant for a minimum of 15 days during a month limited to 50% of the value arrived as per the formula given below.

The maximum relief in KVA

= 50% of Units of energy fed into the KSEB grid in a month

$24 \times 30 \times \text{kWh recorded in the month} / \text{kVAh recorded in the month}$

where 24 is the number of hours in a day and 30 is the number of days in a month. The readings recorded by the meters installed at the generation stations of the company shall be taken for the purpose of the above calculations. The number of days shall be taken as 30 for all the months for working out the relief in maximum demand. The relief so granted shall not exceed the recorded maximum demand of the company in all its factories and their associates or 50% of the contract demand whichever is higher. The company shall generate power continuously but due to unavoidable reasons, if there is no generation in any day, such days shall be excluded to work out the maximum demand relief. However if there is no generation continuously for a period exceeding 15 days, no relief in maximum demand for that month shall be granted.

During the period of power cut and /or other restrictions, if there is any cut and/or restriction in maximum demand, the quota of maximum demand for the

company and their associates shall be worked out on the same principles as applicable to other consumers during such periods and the maximum demand quota from the KSEB grid allotted accordingly. The company and their associates shall be permitted to utilise the maximum demand in excess of the quota limiting to the maximum demand by virtue of its contribution of power generation and supply to KSEB grid which will be worked out on the formula indicated above. Any further additionality shall be supplied subject to availability and terms applicable to other consumers during such periods. No relief in maximum demand shall be permitted during such occasions.

A separate agreement in this regard has to be executed by the captive consumer with KSEB'.

19. Financial Incentives

19.1 Government of India Incentives: The various concession and incentives allowed by MNRE/Government of India for detailed survey & investigation /detailed project report preparation, generation based incentive etc. will continue to be passed on by the State Government to the developer through ANERT. AHEC (Roorkee) is mandated for performance testing to avail capital subsidy from MNRE.

20 Safety Measures: The developer shall be responsible for the quality, soundness, durability, safety and other project requirements notwithstanding the appointment by it of consultants/ contractor(s) to implement and /or operate and maintain the project facilities.

20.1 Technical Committee shall have the right to ensure the quality and to insist on compliance with the designs as per standard specification. The broad details of layout and the detailed design and drawing of the hydraulic structures shall be approved by Technical Committee. Design safety Certificate shall be given by the Design Consultant of the Developer to the Technical Committee /Government and quality standards shall

be certified by the agency supervising the works and countersigned by the Developer.

21 Development of appropriate standards and design for Small Hydro Power Projects:

Government will facilitate through its agencies as well as through approved consultants of the Ministry of New & Renewable Energy, such as the Alternate Hydro Energy Centre (AHEC) of IIT Roorkee, the development of appropriate standards and design for Small Hydro Power Projects and cost-effective designs to obtain power from such natural resources and by cluster-based development of sites with standardized Electro-mechanical equipments.

22 Facilitation: SHP Cell functioning in EMC under Power Department will be facilitating agency for the promotion of this policy. SHP Cell will develop the data base on potential Small Hydro sites in the State and also create development models to harness the targeted capacities during the ensuing years.

23 Environmental Issues: The SHP developer has to make suitable financial provisions for mitigation of adverse impacts as per the approved environmental impact assessment plan. Environment Management Plan, measures for mitigation of degradation of environment, watershed area management, Afforestation, and soil moisture conservation due to disturbance of eco-system, and rehabilitation & resettlement package, should be incorporated in the project cost. Adequate care should be exercised in dealing with environmental-related issues such as disposal of blasting muck and soil.

24 Corporate Social Responsibility and Local Area Development: Developers will be expected to adopt Corporate Social responsibility (CSR) in project implementation. They will be urged to provide funds to adopt local people to provide job-oriented training programmes available in the locality and to provide funds for furnishing government educational and other institutions. The Government may constitute a Local Area Development Committee to provide assistance to the developer for speedy implementation and to monitor CSR.

25 Monitoring: A high level inter-departmental review committee will be constituted to regularly monitor implementation of all provision of this policy. This Committee will also ensure issue of necessary Government Orders by various departments in relation to this policy without loss of any time for mid-course correction, if required for the smooth implementation of the policy.

26 Cancellation and takeover of assigned project

26.1 In case the developer leaves the project incomplete, or closes the industry or abandons the project, or violates any conditions of allotment, the Government reserves the right to take over the project without any compensation and free from encumbrances.

26.2 On completion of BOOT period, the entire project components including land and transmission system shall be transferred by the developer to the Government in proper working condition, free of cost and free of all encumbrances.

26.3 The Government will not have any liability to take over the employees engaged in the project by the developer.

26.4 In case the Government does not extend the BOOT period and the developer does not transfer the project components as specified above, the Government/ Board on being authorized by the Government, shall have the right to recover the property with all the project components.

26.5 In case, there is any subsisting liability the developer shall be personally liable for the same.

27 Other Conditions: The Generating companies have to operate the station as per the instruction of State Load Dispatch Centre (SLDC). In case if the generation has to be regulated due to constraints in the power system, the generation from the scheme will have to be regulated /stopped as directed by the Load Dispatch Centre. The Generating Company will not be compensated for the shortfall in revenue due to intervention by

SLDC. In extraordinary circumstances arising out of threat to security of the State, public order or a natural calamity or such circumstances arising out of the public interest, the developer will have to operate the generating station in accordance with the directives of the State Government. In case of shutdown, no claim on account of loss of generation will be entertained.

28 Inspection by Dam Safety authorities: The Dam Safety Authority may inspect the dam site of all commissioned projects and examine the operation and maintenance of the dam and other appurtenant structures and may suggest remedial measures to improve the general condition of the dams and other appurtenant structures from the point of view of safety. Safety monitoring as well as safety aspects of the structures shall be made transparent. Safety audit shall be compulsory for all commissioned projects to ensure periodical evaluation and prescribe the corrective measures.

29 Amendments /Relaxation / Interpretation of Policy: Government of Kerala will have powers to amend /relax/interpret any of the provisions under this Policy.



GOVERNMENT OF KERALA



Abstract

Power Department- Assignment of 62 Small Hydro Power Projects for implementation through private participation as IPP/CPP mode through Competitive Bidding route-Sanctioned- Orders issued.

POWER (B) DEPARTMENT

G.O.(MS) No. 30/2012/PD

Dated, Thiruvananthapuram. 12.12.2012.

Read:-1. Presentation at Emerging Kerala Meet at Kochi on 13.09.2012.

2. Letter No. EMC/SHPC/EK/10 dated 29.09.2012 from the Director, Energy Management Centre.

3. G.O(P) No. 25/2012/PD dated 03.10.2012.

ORDER

As per Government Order read as 3rd paper above, Government have formulated a Comprehensive Kerala Small Hydro Power Policy 2012 with a vision to harness green energy from natural sources and for the promotion and development of Small Hydro Power Projects in the State through private participation. As per para 7 of the said Policy, Small Hydro Power Projects identified by Government or KSEB/ANERT/ EMC etc and not reserved for development by KSEB, shall be assigned to private developers as IPP/CPP through competitive bidding route on BOOT mode for 30 years from the date of allotment and subject to the conditions and procedures specified in the Small Hydro Policy.

Handwritten notes:
70
Immediate
G.O. No. 30/12
22/12

2) In the "Emerging Kerala Meet 2012" held on 13.09.2012 at Kochi, 63 Small Hydro Projects having a total installed capacity of 232 MW were offered for implementation through private participation. The Director, Energy Management Centre vide letter read as 2nd paper above has reported that out of the 63 projects showcased for implementation through private participation, the Parakkadavu Small Hydro Project (10 MW) cannot be assigned for implementation, as there is a lot of public protest against acquisition of land/submergence of land and also for the reason that an artificial head has to be created as per the scheme envisaged. The remaining 62 Small Hydro Projects (list of projects appended to this order as Annexure I) were selected for allotment for implementation through private participation as IPP/CPP, through competitive bidding route as recommended by the Director, Energy Management Centre in accordance with the procedures and conditions specified in G.O (P) No. 25/2012/PD dated 03.10.2012.

3) Government have examined the matter in detail and are pleased to accord sanction to the Energy Management Centre, Thiruvananthapuram for assigning the 62 Small Hydro Power Projects as appended to this order as Annexure-I for implementation through private participation as IPP/CPP mode through Competitive Bidding route subject to the conditions and procedures specified in G.O(P)No. 25/2012/PD dated 03.10.2012.

By Order of the Governor,
M. SIVASANKAR,
SECRETARY TO GOVERNMENT.

To.

✓ The Director, Energy Management Centre, Thiruvananthapuram.

The Chairman, KSEB, Pattom, Thiruvananthapuram.

The Director, ANERT, Thiruvananthapuram.

The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.

The Accountant General (A&E), Kerala, Thiruvananthapuram.
The General Administration (SC) Department. (Vide item No. 2685
dated 05.12.2012).

Stock File / Office Copy.

Copy to:

The PS to Minister (Power & Transport).

The PA to Secretary (Power).

The CA to Additional Secretary (Power).

Forwarded/ By Order



Section Officer.

**For List of 62 SHP Schemes Earmarked by Government
with their Installed Capacities for bidding please refer to Part V - Project Information Memorandum**

ANNEXURE P-2

GOVERNMENT OF KERALA

Abstract

Power Department- Allotment of 25 Small Hydro Projects to Private Developers for implementation on BOOT basis - Sanction accorded - Orders issued.

POWER (B) DEPARTMENT

G.O.(Ms)No. 23/2014/PD

Dated, Thiruvananthapuram, 21/07/2014.

Read:- 1.G.O (Ms) No. 30/2012/PD dated 12/12/2012.

2.G.O (Rt) No. 284/2013/PD dated 19/10/2013.

3.Letter No. SHPC/EMC/IPP-CPP/1205 dated 12/05/2014 from the Director, Energy Management Centre.

ORDER

As per the Government Order read as 1st paper above, Government assigned 62 Small Hydro Electric Projects for implementation through Private Participation as IPP/CPP mode through competitive bidding on BOOT basis for 30 years. Accordingly the Director, Energy Management Centre invited Request for Qualification (RFQ) for the Small Hydro Projects and the SHP Evaluation Committee approved the qualified bidders based on their financial strength. The successful bidders were selected after the 2 stage bid process.

2).The High Level Empowered Committee headed by the Chief Secretary, constituted as per Government Order read as 2nd paper above after examining all the aspects has recommended to allot 25 Small Hydro Projects to IPP & CPPs for implementation on BOOT basis as proposed by the Director, EMC in his letter read as 3rd paper above.

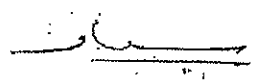
3). Government have examined the matter in detail and are pleased to allot the 25 SHPs to Private developers in IPP/ CPP mode as detailed in the Annexure to this Government Order subject to the conditions contained therein for implementation on BOOT basis for a period of 30 years from the date of execution of implementation agreement with the Government.

(By Order of the Governor),
M.SIVASANKAR,
Secretary to Government.

To

The Director, Energy Management Centre, Thiruvananthapuram.
The Chairman & Managing Director, KSEB, Thiruvananthapuram.
The Principal Accountant General (Audit), Kerala, Thiruvananthapuram,
The Accountant General (A&E), Kerala, Thiruvananthapuram
The General Administration (SC) Department
(vide Item No. 5514 dated 16/07/2014).
SAP/O/C.

Forwarded / By Order,


Section Officer.

ANNEXURE**G.O (Ms) No. 23/2014/PD Dated, Thiruvananthapuram 21/07/2014.**

SL No	SHP Project (Scheme no: in GO (MS)30/2012/P D dated 12.12.2012)	Distriot	Capa city (MW)	Company Name/Lead Member of Consortium	Other Consortium Members (if applicable)	Categ ory	Premium Quoted Rs lakhs per MW	Total Premium Quoted in Rs lakhs per project
1	Adakkathodu (2)	Kannur	2.50	Shri Saravana Industries Pvt Ltd Unit-II ,C15,SIDCO Developed Plots Estate, Thuvakudi Trichy-620015 (Consortium Lead Member)	Meelin Infra Pvt Ltd, S. Kandasamy & K.Vadivambal	IPP	18.00	45.00
2	Anakampoil (26)	Kozhikode	6.75	Minar Ispat Pvt Ltd, 13/180, Anakuzhykkara Kuttikattoor Kozhikode 673008 (Consortium Lead Member)	Rajarithna Energy Holding Pvt Ltd	IPP	23.40	157.95
3	Anakkai (40)	Kottayam	2.00	Anchor Structural's Eloor House, KOLENCHERY PO Pin 682311 (Consortium Lead Member)	Dr. Sasi Eloor Engg.Contract or	IPP	30.33	60.66
4	Arippara (13)	Kozhikode	3	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	---	CPP	18.0001	54.0003
5	Inchavarakuthu (52)	Idukki	3.00	Carborundum Universal Ltd (CUMI) Electro Mineral Divison.P.B.No.1 , Dev. Plot P.O, South Kalamassery Ernakulam Pin	---	CPP	30.00	90.00

				683109				
6	Kaithakolli Diversion (36)	Wayanad/ Kannur	10.00	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	---	IPP	15.00101	150.0101
7	Kakkadampoyi IS 1 (11)	Kozhikode	21	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O	---	IPP	15.50	325.50
8	Kangapuzha (54)	Idukki	0.75	Mr. Issac Samuel Kunnumpurathu House, Melukavumattom P O, Kottayam 686652	---	IPP	20.00	15.00
9	Kazhuthurutti (41)	Kollam	2.00	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	---	IPP	15.00101	30.00202
10	Keezharkuthu (27)	Idukki	15.00	General Mechanical Works Pvt Ltd No.10, 2nd floor, Sun Plaza, No.19 G.N.Chetty Road Chennai-600006 (Consortium Lead Member)	GMW Engineers Pvt Ltd Vadodara	IPP	30.00499	450.07485
11	Kokkamuffu (3)	Kannur	2.00	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	---	CPP	15.00101	30.00202
12	Kozhichal (46)	Kannur	0.75	Swastik India Engineering (SC) Pvt.Ltd ZO-Anil Co.op.Housing society, Vasant Rao Naik Highway, Kamaraj Nagar, Ghatkopar(East), Mumbai Pin-	M Rama Moorthy	IPP	15.00	11.25

				400077 (Consortium Lead Member)				
13	Kozhiyilakuthu (14)	Idukki	1.00	ABG Engineering (I) Pvt. Ltd. Corporate Towers, St. Marys Group, Muthoor, Thiruvalla	---	IPP	27.00	27.00
14	Kuthirachattam (19)	Kasargod	2.00	Shri Saravana Industries Pvt Ltd Unit-II ,C15,SIDCO Developed Plots Estate, Thuvakudi Trichy-620015 (Consortium Lead Member)	Meclin Infra Pvt Ltd, S. Kandasamy & K. Vadivambal	IPP	17.25	34.50
15	Lower Marmala (45)	Kottayam	0.90	Nechupadam Constructions Pvt Ltd MCP Associate Building, Opp. St. Peter's College, Kolenchery, Cochin -682311	---	IPP	22.00	19.80
16	Madatharuvi (9)	Pathanam- thitta	1.00	PEMS engineering Consultants Pvt Ltd	M. Padmakuma r	IPP	22.00	22.00
17	Malothi I (17)	Kasargod	2.00	Shri Saravana Industries Pvt Ltd Unit-II ,C15,SIDCO Developed Plots Estate, Thuvakudi Trichy-620015 (Consortium Lead Member)	Meclin Infra Pvt Ltd, S. Kandasamy & K. Vadivambal	IPP	16.00	32.00
18	Muthappanpuz ha (43)	Kozhikode	1.50	Minar Ispat Pvt Ltd 13/180, Anakuzhykkara Kuttikattoor Kozhikode 673008 (Consortium Lead Member)	Rajarithna Energy Holding Pvt Ltd	IPP	19.98	29.97

**Energy Management Centre**

An Autonomous Centre under the Department of Power
GOVERNMENT OF KERALA

Sreekrishna Nagar, Sreekariyam, P.O.
Thiruvananthapuram 695 017

Tel : 0471-2594922, 2594924 Fax : 0471-2594923
E-mail : emck@keralaenergy.gov.in
Website : www.keralaenergy.gov.in

EMC/SHPC/ SHP/BOOT /LOA/1

29.7.2014

M/s Minar Alloys & Forgings Pvt Ltd
8/615 C, New Industrial development Area
Kanjikode
Palakkad 678621
(0491 2566974/944600520)

Letter of Allotment (LOA)

Dear Sir/Madam,

Sub: LoA of SHP Projects on BOOT in Kerala, PCC of e mail message dtd 25.6.14
Ref: Request For Proposal No. **SHPC/RFP/2/13** and options from bidders & G.O. (Ms) No.
23/2014/PD dated 21.7.2014

We are very glad to convey the Government Order - GO (Ms) No. 23/2014/PD dated 21.7.2014 - allotting Small Hydro Power Scheme/s on BOOT basis to the successful bidders of Request for Proposal (RFP) No. **SHPC/RFP/2/13** subject to fulfilling the conditions as specified in the tender. The BOOT period is for 30 years from the date of execution of Implementation Agreement with the Government.

All the successful allottees of SHP projects are advised to remit 50% of the premium quoted per project within one month and submit balance 50% as Bank Guarantee along with Implementation Agreement within eight weeks from the date of issue of this LOA.

We thank all the allottees for a successful tendering process and urge all to complete the implementation/s of the respective scheme/s at the earliest, ahead of the schedules specified.

Kindly acknowledge the receipt of LoA and forward the acceptance of the same.

We wish you all the best in this endeavour.

With best regards,

Yours faithfully,


Director & Head SHP Cell

Encl: Copy of GO (Ms) No. 23/2014/PD dated 21.7.2014



GOVERNMENT OF KERALA

Abstract

Power Department- Allotment of 25 Small Hydro Projects to Private Developers for implementation on BOOT basis - Sanction accorded - Orders issued.

POWER (B) DEPARTMENT

G.O.(Ms)No. 23/2014/PD Dated, Thiruvananthapuram, 21/07/2014.

Read:- 1.G.O (Ms) No. 30/2012/PD dated 12/12/2012.
2.G.O (Rt) No. 284/2013/PD dated 19/10/2013.
3.Letter No. SHPC/EMC/IPP-CPP/1205 dated 12/05/2014 from the Director, Energy Management Centre.

ORDER

As per the Government Order read as 1st paper above, Government assigned 62 Small Hydro Electric Projects for implementation through Private Participation as IPP/CPP mode through competitive bidding on BOOT basis for 30 years. Accordingly the Director, Energy Management Centre invited Request for Qualification (RFQ) for the Small Hydro Projects and the SHP Evaluation Committee approved the qualified bidders based on their financial strength. The successful bidders were selected after the 2 stage bid process.

2).The High Level Empowered Committee headed by the Chief Secretary, constituted as per Government Order read as 2nd paper above after examining all the aspects has recommended to allot 25 Small Hydro Projects to IPP & CPPs for implementation on BOOT basis as proposed by the Director, EMC in his letter read as 3rd paper above.

3). Government have examined the matter in detail and are pleased to allot the 25 SHPs to Private developers in IPP/ CPP mode as detailed in the Annexure to this Government Order subject to the conditions contained therein for implementation on BOOT basis for a period of 30 years from the date of execution of implementation agreement with the Government.

(By Order of the Governor),
M.SIVASANKAR,
Secretary to Government.

To

The Director, Energy Management Centre, Thiruvananthapuram.
The Chairman & Managing Director, KSEB, Thiruvananthapuram.
The Principal Accountant General (Audit), Kerala, Thiruvananthapuram,
The Accountant General (A&E), Kerala, Thiruvananthapuram
The General Administration (SC) Department
(vide item No. 5514 dated 16/07/2014).

SAT/O/C.

Forwarded / By Order,



Section Officer.

ANNEXURE**G.O (Ms) No. 23/2014/PD Dated, Thiruvananthapuram 21/07/2014.**

SL No	SHP Project (Scheme no: in GO (MS)30/2012/PD dated 12.12.2012)	District	Capacity (MW)	Company Name/Lead Member of Consortium	Other Consortium Members (if applicable)	Category	Premium Quoted Rs lakhs per MW	Total Premium Quoted in Rs lakhs per project
1	Adakkathodu (2)	Kannur	2.50	Shri Saravana Industries Pvt Ltd Unit-II ,C15,SIDCO Developed Plots Estate, Thuvakudi Trichy-620015 (Consortium Lead Member)	Meclin Infra Pvt Ltd, S. Kandasamy & K.Vadivambal	IPP	18.00	45.00
2	Anakampoil (26)	Kozhikode	6.75	Minar Ispat Pvt Ltd, 13/180, Anakuzhykkara Kuttikattoor Kozhikode 673008 (Consortium Lead Member)	Rajarithna Energy Holding Pvt Ltd	IPP	23.40	157.95
3	Anakkal (40)	Kottayam	2.00	Anchor Structural Eloor House, KOLENCHERY PO Pin 682311 (Consortium Lead Member)	Dr. Sasi Eloor Engg.Contract or	IPP	30.33	60.66
4	Arippara (13)	Kozhikode	3	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	---	CPP	18.0001	54.0003
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8	Kangapuzha (54)	Idukki	0.75	Mr. Issac Samuel Kunnumpurathu House, Melukavumattom P O, Kottayam 686652	---	IPP	20.00	15.00
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13	Kozhiyilakuthu (14)	Idukki	1.00	ABG Engineering (I) Pvt. Ltd. Corporate Towers, St. Marys Group, Muthoor, Thiruvalla	---	IPP	27.00	27.00
14	Kuthirachattam (19)	Kasargod	2.00	Shri Saravana Industries Pvt Ltd Unit-II ,C15,SIDCO Developed Plots Estate, Thuvakudi Trichy-620015 (Consortium Lead Member)	Meclin Infra Pvt Ltd, S. Kandasamy & K. Vadivambal	IPP	17.25	34.50
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16	Madatharuvi (9)	Pathanam- thitta	1.00	PEMS engineering Consultants Pvt Ltd	M.Padmakuma r	IPP	22.00	22.00
17	Malothi I (17)	Kasargod	2.00	Shri Saravana Industries Pvt Ltd Unit-II ,C15,SIDCO Developed Plots Estate, Thuvakudi Trichy-620015 (Consortium Lead Member)	Meclin Infra Pvt Ltd, S. Kandasamy & K. Vadivambal	IPP	16.00	32.00
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19	Panamkudantha (15)	Pathanamthitta	0.50	ABG Engineering (I) Pvt. Ltd. Corporate Towers, St. Marys Group, Muthoor, Thiruvalla	---	IPP	20.00	10.00
20	Pathankayam (25)	Kozhikode	4.00	Minar Alloys & Forgings Pvt Ltd 8/615 C, New Industrial development Area Kanjikode Palakkad 678621 (Consortium Lead Member)	Minar Casting Pvt Ltd, Anappuram Steels Pvt Ltd and Rajarathna Energy Holding Pvt Ltd	CPP	23.40	93.60
21	Poru Low Head Scheme (58)	Ernakulam	16.00	Sree Saravana Engineering Bhavani Pvt Ltd 367-A, Mettur Main road Bhavani Erode Dt, Tamil Nadu Pin: 638301	Anna Infra Developers (P) Ltd, and RPP Infra Projects Ltd	IPP	18.00	288
22	Thoniyar (31)	Ernakulam	2.60	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	---	IPP	15.11111	39.28889
23	Thumboormuzhy (60)	Thrissur	7.00	Cochin Minerals & Rutile Ltd. PB no.73, VIII/224. Market Road, Alwaye-I Kerala	---	IPP	21.00	147.00
24	Thuval (33)	Idukki	1.00	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	---	CPP	17.11111	17.11111
25	Urumbini (32)	Pathanamthitta	2.20	Cochin International Airport Ltd CIAL Buildings, Kochi Airport P O Pin:683111	--	CPP	18.00001	39.60002



കേരളം കേരള KERALA

AK 741427

IMPLEMENTATION AGREEMENT

THIS AGREEMENT entered into on this the 16 day of JANUARY, 2015 at Thiruvananthapuram.

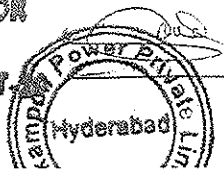
BETWEEN

The Governor of Kerala, represented herein by the Secretary to Government, Power Department, Government of Kerala (hereinafter referred to as the "Government" which expression shall whenever the context so requires or admits, mean and includes its successors and assignees) of the one part.

AND

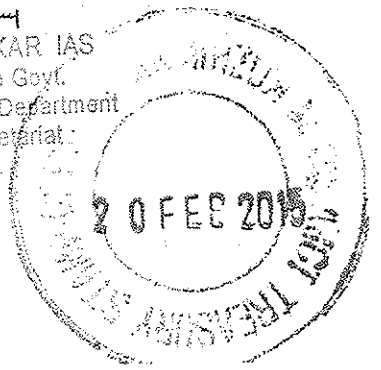
M/s Anakampoil Power Private Limited, a Company incorporated under Companies Act 1956 having its registered office at H.No.1-62/K/84, Plot No.84, Kavuri Hills, Hyderabad-33 (hereinafter referred to as the "Company" which expression shall when the context so admits or implies be deemed to include its successors and assignees as well) of the other part.

28561 100/-
DATE 24. 2-2015
SOLD TO Anakampoil Power Private Limited
HUZUR STAMP VENDOR
KISHOR. P P
CYL STATION CALICUT



Kavuri Hills
Hyderabad

M. SIVASANKAR IAS
Secretary to Govt.
Sports & Power Department
Govt. Secretariat



Part I; – A

(for IPPs)

IMPLEMENTATION AGREEMENT

BETWEEN

GOVERNMENT OF KERALA

AND

ANAKAMPOIL HYDRO POWER PRIVATE LIMITED

FOR

6.75 MW ANAKAMPOIL SHP PROJECT
(Capacity to be firmed up on TEFR approval)

16 JANUARY, 2015

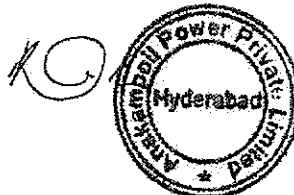
ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

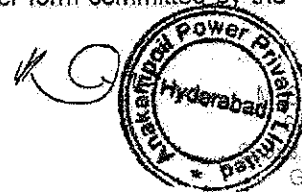
- (a) **Agreement** means this Agreement including all appendices, exhibits schedules and annexures together with any amendments thereto as may be made by mutual consent of both the Parties in writing.
- (b) **"Applicable Laws"** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement which the Company is required to comply with for the proper conduct of its business, including implementation of the Project and operation and maintenance of the Project Facilities in accordance with this Agreement.
- (c) **"Applicable Permits"** means all clearances, permits, authorisations, consents and approvals under or pursuant to any of the Applicable Laws, required to be obtained and maintained by the Company, in order to implement the Project and to provide, operate and maintain the Project Facilities in accordance with this Agreement.
- (d) **"Authorities"** means any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Company, the Project Site/ Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Company under or pursuant to this Agreement.
- (e) **"Board"** means Kerala State Electricity Board, its successors, legal heirs or assignees
- (f) **"BOOT"** means Built-Own-Operate and Transfer the project in accordance with the prudent utility practices as per the terms and conditions set forth in this agreement for a period from the date of allotment till expiry/ termination of implementation agreement
- (g) **"BOOT Period"** shall have a meaning ascribed to it in Section 2.1 of this Agreement.
- (h) **"Change in Law"** means the occurrence or coming into force of any of the following:
- (i) the enactment of any new Indian law or legislation passed by the State Legislature; or
 - (ii) the repeal, modification or re-enactment of any existing Indian law



J. Sivasankar
 M. SIVASANKAR IAS
 Secretary to Govt.
 Sports & Power Department
 Govt. Secretariat

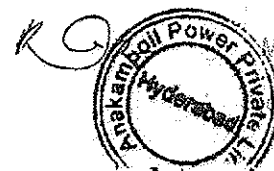
Provided that Change in Law shall not include:

- coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement; or
 - any new law or any change in existing law under the active consideration of or in the contemplation of any government as of the date of signing this Agreement, which is a matter of public knowledge
 - Any change in the rates of any of the taxes.
- (i) **"Check Meter"** means any meter and /or metering device with TOD facility and of accuracy class equivalent to the Main Meter installed and maintained by the Board at the interconnecting point at the cost of the Company to measure the delivery and receipt of energy and power for the purpose of checking the Main Meter.
- (j) **"Commercial Operation Date (COD)"** shall mean the date on which the Board/ any other independent agency authorised by the Government, issues a certificate of completion of the Project pursuant to the Performance Tests demonstrated by the Company before Board/ such agency in accordance with the provisions of the Power Purchase Agreement.
- (k) **"Contractor"** means any Person with whom the Company has entered into/ may enter into any of the Project Agreements.
- (l) **"Construction Works"** means all works and things required to be undertaken by the Company for construction and completion of the Project in accordance with Prudent Utility Practices.
- (m) **"Construction Period"** shall mean the period between Financial Close and COD.
- (n) **"Date of Allotment"** shall mean the Scheduled date of allotment.
- (o) **"Design Requirements"** means the design requirements of the Project/ Project Facilities as set forth in the Techno Economic Feasibility Report approved by the Government and includes the approved changes incorporated by the Company during the Construction Period.
- (p) **"Detailed Investigation Report (DIR)"** means Detailed Investigation Report given to the Company for the particular project
- (q) **"Detailed Project Report (DPR)"** means Detailed Project Report given to the Company for the particular Project.
- (r) **"Dispute"** means any dispute, disagreement or difference in opinion or interpretation between the Parties, in connection with or arising out of this Agreement.
- (s) **"Drawings"** means all of the drawings, designs, calculations and documents pertaining to the Project in accordance with the Design Requirements.
- (t) **"Equity Document"** means document evidencing contribution/ subscription to Company's equity/ preference capital and includes documents relating to the funds in any other form committed by the Sponsors as per the Means of Finance.



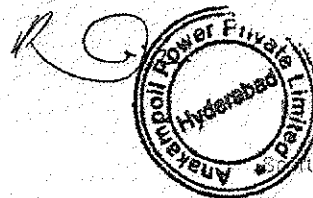
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- (u) **"Financial Close"** means the date on which the Financing Documents and Equity Documents have become effective, and the Borrower has immediate access to the funds/ financial assistance committed thereunder.
- (v) **"Financing Document"** means the documents executed by the Company in respect of financial assistance (including refinancing) for the Project to be provided by the Lender/s by way of loans, advances, subscription to debentures and other debt instruments and guarantees, risk participation, take-out financing or any other form of credit enhancement and shall include loan agreements, guarantee agreements, subscription agreements, notes and any documents providing security for such financial assistance, and includes amendments or modifications made thereto.
- (w) **Force Majeure Events** shall have the meaning set forth in Article 7 hereof.
- (x) **"Force Majeure Period"** means period commencing from the date of occurrence of a Force Majeure Event and ending on (i) the date on which the Affected Party acting in accordance with Prudent Utility Practice, resumes or should have resumed such of its obligations the performance of which was excused in terms of sub-article 7.4 (b); or (ii) Termination Date as applicable.
- (y) **"Implementation Guarantee"** shall have the meaning ascribed to it in Section 4.1 of this Agreement.
- (z) **"Independent Auditor"** means a reputed firm of Chartered Accountants registered with ICWA/ ICAI/ ICAI and who are practising in India.
- (aa) **"Installed Capacity"** means sum of measured output at the generator terminal in kilo (or mega) watts at the rated frequency, voltage and power factor of the turbine generators installed at the Project as per the test procedure set forth in the PPA, at the design head and flow as decided in consultation with the Board/ any other agency authorised by Government, from time to time considering the up-rating, de-rating, etc. as may be applicable.
- (ab) **"Lender"** shall mean financial institution, bank, fund or trust who provide or refinance the debt component of the cost of the Project (including guarantee, letter of credit, risk participation facility, take-out facility and other forms of credit enhancement) and includes subscribers to/ trustee for the holders of debentures/ bonds or other securities issued by the Company to meet the cost of the Project)
- (ac) **"Lead Member"** shall mean the member of the Consortium who has been authorised by the other members of the Consortium to do on behalf of the Consortium all or any of the acts, deeds or things necessary or incidental to this agreement/ PPA.
- (ad) **"Main Meter"** shall mean the Electronic Trivector Meter with Time of Day (TOD) facility of 0.2-class accuracy installed by the Company to record delivery and receipt of Electricity.
- (ae) **"Material Adverse Effect"** means a material adverse effect on the ability of Company to exercise any of its rights or perform/ discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement.



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- (af) **"Means of Finance"** means the means of financing the cost of the Project envisaged as at Financial Close.
- (ag) **"O&M"** means the operation and maintenance of the Project during Operations Period including but not limited to functions of maintenance, collection and retention of Fees and performance of other services incidental thereto.
- (ah) **"O&M Contract"** means the Operation and Maintenance Contract that may be entered into between the Company and the O&M Contractor for O&M of the Project/ Project Facility.
- (ai) **"O&M Contractor"** means the person or entity with whom the Company has entered into an O&M Contract for discharging O&M functions for and on behalf of the Company.
- (aj) **"O&M Requirements"** shall mean the requirements as operation and maintenance of the Project Facilities set forth in Schedule G.
- (ak) **"Operations Period"** means the period commencing from COD and ending at the expiry of the BOOT Period.
- (al) **"Power Purchase Agreement"** or PPA shall mean the power purchase agreement to be entered into between the Company and KSEB.
- (am) **"Project"** shall mean design, financing, construction, operation and maintenance of the Project Facilities in accordance with this Agreement.
- (an) **"Project Agreements"** means collectively this Agreement, PPA, any contract for the design, engineering, procurement and construction of the Project, O&M Contract and any other material contract (other than the Financing Documents) entered into or may hereafter be entered into by the Company in connection with the Project.
- (ao) **"Project Cost"** means the cost of the Project as estimated as per the Means of Finance and as approved in the approved TEFR.
- (ap) **"Project Facilities"** means collectively the facilities set out in Schedule B of this Agreement.
- (aq) **"Project Requirements"** shall mean the requirements set out in the TEFR.
- (ar) **"Project Site"** shall mean the area of land used by the Company for building, operating and maintaining the Project as per the approved TEFR and as described in Schedule B.
- (as) **"Prudent Utility Practices"** means those practices, methods, techniques and standards as changed from time to time that are generally accepted internationally for use in Electric Utility and Power Generation industries (taking into account conditions in India), and used in prudent Electric Utility engineering and operations to design, engineer, construct, test, operate and maintain equipments lawfully, safely, efficiently and economically, as applicable to the power station of the size, service and type of the Project and that generally conform to the manufacturer's operation and maintenance guidelines.



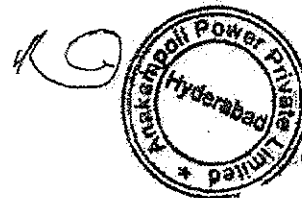
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- (at) **"Scheduled Date of Allotment"** shall mean the date of execution of this agreement.
- (au) **"Substitution Agreement"** shall mean the agreement substantially in the form set out in the Schedule C to be entered into between the Government, Company and the Lenders.
- (av) **"Termination"** means termination of this Agreement pursuant to the Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not include the expiry of this Agreement due to efflux of time in the normal course.
- (aw) **"Termination Date"** means the date specified in the Termination Notice as the date on which the Termination could occur.
- (ax) **"Termination Notice"** means the notice of Termination by either Party to the other Party in accordance with the applicable provisions of this Agreement.
- (ay) **"Termination Payment"** means the amount payable by the Government to the Company, based on any appropriate procedure to be decided by the Government, upon termination.
- (az) **Techno Economic Feasibility Report (TEFR):** Techno - Economic Feasibility Report means the report prepared for the 'Project' by the Company in accordance with Schedule D of this Agreement, which shall be inclusive of all the details as required in DPR and the financial viability evaluation.
- (ba) **"Technical Committee"** shall be the committee appointed by the Government under sub article 4. 3(a) comprising of experts from different fields of project development.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,-

- (a) any reference to a statutory provision 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;
- (b) references to Applicable Law shall include the Laws, Acts, Ordinances, Rules, Regulations, notifications, guidelines or bye-laws which have the force of law in any State or Union Territory forming part of the Union of India;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;



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- (f) references to "construction" include investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- (g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (h) any reference to day shall mean a reference to a calendar day;
- (i) any reference to month shall mean a reference to a calendar month;
- (j) the Annexure and the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (k) any reference at any time to any agreement, deed, instrument, or document of any description shall be construed as reference to that agreement, deed, instrument, or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (l) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- (m) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Government and/ or the Independent Auditor shall be valid and effectual only if it is in writing under the hands of the party or the Secretary to Government of the concerned Department or independent auditor or their duly authorised representative, as the case may be, in this behalf and not otherwise;
- (n) unless otherwise stated, 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.

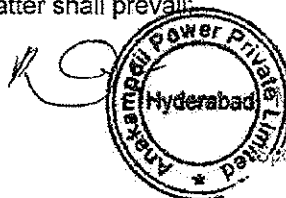
1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Ambiguities and Discrepancies

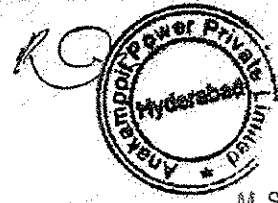
In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;
- (b) between the written description of the Drawing and the specifications and standards, the latter shall prevail;



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- (c) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail;
- (d) between any value written in numerals and that in words, the latter shall prevail.



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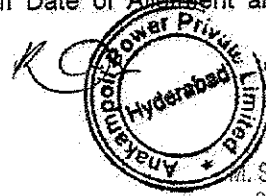
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ARTICLE 2

TERM OF AGREEMENT

2.1 This Agreement shall be valid for a period of 30 years from the Date of Allotment (the **BOOT Period**) during which period the Company is authorised to implement the Project and to operate and maintain Project Facilities in accordance with the provisions hereof.

Provided that in the event of Termination, the BOOT Period shall mean and be limited to the period commencing from Date of Allotment and ending with the Termination Date.



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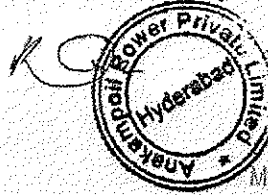
ARTICLE 3
PROJECT SITE

3.1 Purchase of Private land

The Company shall purchase private land as may be necessary for implementing the Project without any recourse to the Government or the Board.

3.2 Purchase/lease of Government/ Forest/ Board land

The Company shall obtain on lease/ by purchase Government/ Forest/ Board land as may be necessary for implementation of the project on mutually accepted terms and conditions.



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ARTICLE 4

DEVELOPMENT OF THE PROJECT

4.1 Implementation Guarantee

The company shall on date of signing of this agreement furnish an unconditional and irrevocable bank guarantee in favour of the Government for the balance 50% of the premium payment/ project as security which is to be paid within 15 months from the date of Implementation Agreement or till the approval of TEFR whichever is earlier for due and punctual performance/discharge of its obligations under the Implementation Agreement during the Implementation Period, in a format set out in schedule F.

4.2 Cancellation of Allotment

(a) The Government may cancel the allotment of the Project and appropriate the Implementation Guarantee in the following circumstances:

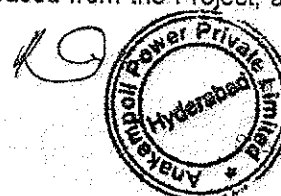
- i) In the event of failure of the Company to submit the TEFR in accordance with sub- clause 4.3 below within 15 months from the Date of Allotment; or
- (ii) In the event of the Government/Technical Committee determining that the Project is techno-economically viable and the Company maintains that the Project is techno-economically unviable; or
- (iii) In the event of non-approval of the TEFR by the Government; or
- (iv) In the event of failure of the Company to obtain the Clearances within 33 months from the Date of Allotment.

Provided that the Government may on being satisfied after examination of the relevant documents submitted by the Company that the Clearances have not been obtained despite the earnest efforts made by the Company in this regard return 75% of the Implementation Guarantee to the Company. The decision of the Government shall be final in this respect.

(b) On cancellation of allotment the TEFR submitted by the Company shall become the property of the Government. The Government shall not compensate the Company for the expenses incurred for preparing the TEFR.

4.3 Submission and Approval of TEFR:

- (a) The Company shall submit the Techno-Economic Feasibility Report (TEFR) in the form and manner as detailed in Schedule D of this Agreement to the Government for scrutiny and approval within 15 months from the Date of Allotment.
- (b) The Government shall scrutinise and take a decision on the TEFR within a period of 120 days from the date of submission and failing which the Company shall be entitled to proceed with the Project as if the TEFR has been approved /released from the Project, as the case may be.



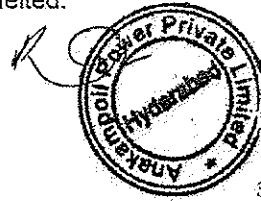
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4.4 Techno- Economic Unviability of the Project:

- (a) If pursuant to the preparation of the TEFR, the Company considers the Project to be techno-economically unviable it may request to be relieved of the obligations under this Agreement and submit to the Government necessary documents/data to support their point of view.
- (b) Government may if necessary constitute a Technical Committee to examine the report along with the supporting documents and determine the techno- economic viability of the Project.
- (c) In the event of the Government determining that the Project is techno- economically unviable the Company may be relieved of their obligations under this Agreement without any penalties. In the event of such termination the Government shall return 75 % of the Implementation Guarantee after retaining 25% of the same towards meeting miscellaneous expenses, within 30 days thereof and the TEFR shall become the property of the Government. The Government shall not compensate for any other expenditure incurred by the Company for preparation of the TEFR.

Provided that, if the project is found to be viable by the Government, the Government may intimate the same with details to the Company for review of their stand

Provided further that if the Company refuses to review their stand and submit a revised TEFR accordingly within a period of 90 days, the implementation agreement shall stand cancelled and the implementation guarantee shall be forfeited.



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ARTICLE 5

COMPANY'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Company shall have the following obligations:

5.1 Clearances

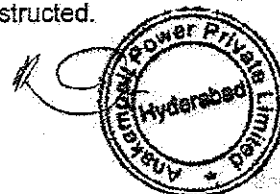
Company shall in respect of the Project, procure all clearances listed in Schedule E within 33 months from the Date of Allotment. The Company shall be responsible and shall be in compliance with the terms and conditions subject to which these clearances have been issued.

5.2 Financing Arrangement

- (a) The Company shall at its cost, expense and risk make such financing arrangement as would be necessary to finance the Project and other obligations under this Agreement.
- (b) The Company shall achieve Financial Close within 33 months from the Date of Allotment and shall within 30 days thereof submit to the Government and the Board one set each of the Equity Documents and the Financing Documents along with a summary sheet containing the Means of Finance and the key terms thereof for information and record.

5.3 Drawings

- (a) The Company shall adopt the Drawings which have been approved by the Government as part of TEFR.
- (b) If the Company proposes any modifications to the Drawings made available as part of TEFR or submits alternate Drawings or Drawings in respect of any item for which no Drawings are made available to it, the same shall be subject to review by the Government/Board as provided in the succeeding clause (c).
- (c) Within 15 days of the receipt of the Drawings pursuant to the preceding clause (b) the Government/Board or any other agency authorised by Government shall review the same and convey its comments/observations to the Company on the conformity of the Drawings with the Design Requirements. If the comments/observations indicate that the Drawings are not in conformity with the Design Requirements such drawings shall be revised by the Company to the extent necessary and resubmitted to the Government.
- (d) The Government shall thereafter review these Drawings within 15 days of the date of submission failing which the Company shall be entitled to proceed with the Project on the basis of such Drawings.
- (e) Within 90 (ninety) days of COD, the Company shall furnish to the Government and the Board a copy each of "as built" Drawings, including without limitation an "as built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities reflecting the Project as actually designed, engineered and constructed.



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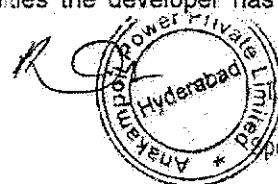
5.4 Project Implementation

(a) Construction Works

- (i) The Company is required to commence Construction Works only on or after Financial Close. The Company shall immediately prior to commencement of Construction Works intimate the Board and the Government of the same.
- (ii) Nothing contained in the preceding sub-clause (i) shall be deemed to preclude the Company from commencing Construction Works prior to Financial Close, provided that the Company shall do so entirely at its own cost and risk, and shall not be entitled to seek any compensation therefor or in respect thereof in the event the Agreement is terminated prior to Financial Close for reasons whatsoever. Provided that unless otherwise permitted by Government, no Construction Works shall begin until the Drawings have been approved by the Government/Board or any other agency authorised by Government. The Company shall immediately prior to commencement of Construction Works intimate the Board and the Government of the same.
- (iii) The Company shall adhere to the Prudent Utility Practices and achieve COD within 36 months from the date of Financial Close.
- Provided at the request of the Company, the Government may grant an additional period of nine months for achieving the COD on payment of amount of Rs 25000/MW per week for the delay.
- (iv) The Company may undertake Construction Works by itself or through one or more contractors possessing requisite technical, financial and managerial expertise/capability in accordance with the Prudent Utilities Practices; but in either case, the Company shall remain solely responsible for the Construction Works of the Project.
- (v) The Company shall, before commencement of Construction Works have requisite organisation and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project, to deal with the Government/Board and to be responsible for all necessary exchange of information required pursuant to this Agreement;

(b) Construction of Transmission facilities for evacuation of power

The transmission facilities up to the interconnection point shall be constructed by the developer either on its own or through Board as deposit work at the cost and responsibility of the developer. Any modification/up gradation of Substation of the Board, which draws power from the Project, shall be carried out solely by Board as deposit work at the cost of the Company. Carrying out transmission lines by the Company does not entitle the Company transmission license for that line and the Board shall have the right to transmit excess power through this transmission line. On completion of the interconnection facilities the developer has to



June 6-7
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get it validated and certified by Board/ any other agency authorised by the Government.

(c) **Meters**

The Company shall at its own cost install the necessary Main and Check Meters with TOD facility and of 0.2 accuracy class, calibrated and certified by Board/ any other authorised agency at the point of grid interface.

(d) **Monitoring**

Government may authorise Board or any other agency to ensure that the works are carried out as per the approved TEFR and as per the terms and conditions set forth in this agreement. The agency shall monitor the project and give their comments on the lapses, if any, on the part of the Company in the implementation of the Project. The Company shall take early actions/ precautions necessary as the case may be to correct the lapses. In the event of dispute between the agency and the Company, Government may give a hearing and the decision of the Government will be final and binding.

5.5 Operation and Maintenance

(a) **Operation and Maintenance Requirements**

The Company shall operate and maintain the Project/Project Facilities in accordance with the Prudent Utility Practices, by itself, or through a contractor possessing the requisite technical, financial and managerial expertise/capability, but in either case, the Company shall remain solely responsible to meet the O&M Requirements.

(b) **Failure to meet O&M Requirements**

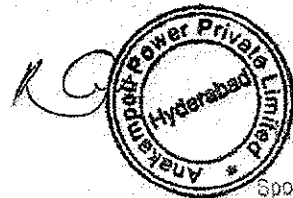
In the event the Company has failed to operate and maintain the Project Facilities in accordance with the Prudent Utility Practices, and such failure has not been remedied despite a notice to that effect issued by the Government/the Board ("**Notice to Remedy**"), Government/Board may, without prejudice to any of its other rights/remedies under this Agreement, but at its discretion, be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the Company. In such an event, the Company shall be liable to reimburse to the Government/Board one and half times the cost incurred in causing such repairs and maintenance within 7 days of receipt of a demand thereof by the Government/Board.

5.6 Insurance

(a) **Construction Period**

The Company shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Construction Period such insurance as are necessary by statute including but not limited to the following:

- (i) builders' all risk insurance;



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- (ii) comprehensive third party liability insurance including injury or death to personnel / representatives of Persons who may enter the Project Site;
- (iii) workmen's compensation insurance;
- (iv) Fire protection coverage insurance
- (v) any other insurance that may be necessary as per Prudent Utility Practices to protect the Company, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

(b) Operation Period

The Company shall at its cost and expense, purchase and maintain by re-instatement or otherwise, during the Operation Period insurance against:

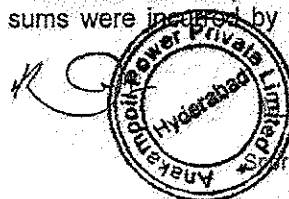
- (i) loss, damage or destruction of the Project Facilities, at replacement value;
- (ii) the Company's general liability arising out of the Project;
- (iii) liability to third parties;
- (iv) Fire Protection Coverage insurance
- (v) any other insurance that may be necessary as per Prudent Utility Practices to protect the Company, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

(c) Evidence of Insurance

The Company shall, provide to the Government/Board annually, copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Company in accordance with this Agreement.

(d) Validity of Insurance

- (i) The Company shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the BOOT Period and furnish copies thereof to the Government/Board. The insurance policy shall not be cancelled or terminated unless 10 days' clear notice of cancellation is provided to the Government/ Board in writing. Authenticate Copy of insurance policies taken by the Company shall be submitted to Government annually as a proof of compliance.
- (ii) If at any time the Company fails to obtain or maintain in full force and effect any or all of the insurance required under this Agreement, the Government/Board may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by the Government/Board therefor shall be reimbursed by the Company to the Government/Board together with interest thereon at 5 % p.a over SBI - PLR from the date the respective sums were incurred by the



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Government/Board, within 7 days from the receipt of claim in respect thereof made by the Government/Board.

(e) Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Company towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Company may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Company shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

(f) Un-insurable Risks

If during the BOOT Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/re-instated in respect of such risk, the Company shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

5.7 Shareholding

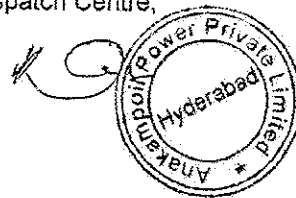
During implementation period till COD transfer of ownership of a Company shall be permitted subject to the condition that the transferee satisfies prequalification requirements already set forth, and the same approved by the Government. After COD such transfers shall not involve any conditions.

The Lead member of the Consortium and the Financial Partner shall hold and maintain 26% of the total equity paid up in the Project or 10% of the incurred Project Cost whichever is higher till COD.

5.8 General Obligations of the Company

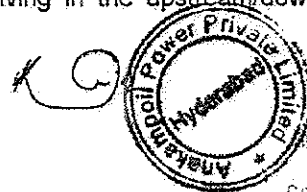
The Company shall at its own cost and expense:

- (a) investigate, study, design, construct, operate and maintain the Project/Project Facilities in accordance with the Project Requirements;
- (b) Provide access to the Government/Board representatives to the Project Site at all reasonable times for inspecting the Project;
- (c) obtain in such sequence as is necessary to meet the Project requirements all Applicable Permits in conformity with the Applicable Laws and be in compliance thereof at all times during the BOOT Period;
- (d) operate the Project Facilities within the overall grid operation instructions of the State Load Despatch Centre;



M. Sivasankar
M. SIVASANKAR IAS
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- (e) Ensure that the water shall be used only for the purposes of this Project;
- (f) Use latest available technology, quality materials and equipments for construction of the Project;
- (g) In case, the Company utilizes the services of Board in respect of field investigations, preparation of TEFR, preparation of design specifications, preparation of detailed cost estimate, preparation of tender documents for both civil and electrical works, execution and supervision of construction including site consultation etc. the same shall be availed of at mutually agreed rates and conditions;
- (h) Obtain prior permission of the concerned Authorities if the Construction works affect existing structures/ installations of Board/ Irrigation Department/ PWD or any other Department/ Local body;
- (i) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (j) appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
- (k) make efforts to maintain harmony and good industrial relations with and among the personnel employed in connection with the performance of its obligations under this Agreement;
- (l) make its own arrangements for construction materials and observe and fulfil the environmental and other requirements under the Applicable Laws and Applicable Permits;
- (m) be responsible for quality, soundness, durability, safety and the overall Project Requirements notwithstanding the appointment by it of Contractor(s) to implement and/or operate and maintain the Project/Project Facilities;
- (n) comply with all the directions/ controls/ rectifications issued by CEA/ Central Bodies/ Southern Regional Electricity Board Authorities/ CERC/ SERC from time to time and as may be adopted by Government/ Board;
- (o) Carry out such remedial/compensatory measures directed by Authorities to protect environment or any other activity found necessary by concerned Government Departments/Local Bodies;
- (p) Submit quarterly reports on the progress of the Project during the Construction Period to the Government or anybody authorised by the Government;
- (q) ensure that the Project Site remains free from all encroachments and take all steps necessary to prevent or as the case may be remove encroachments, if any;
- (r) Take adequate measures to protect the life and present and future riparian rights of the people living in the upstream/downstream side of the reservoir;



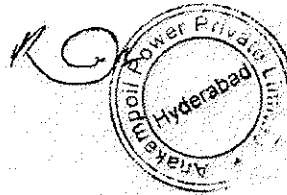
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- (s) If blasting operations, etc. are to be resorted to the same shall be undertaken as stipulated by the approved guidelines/ IS codes/ safety provisions;
- (t) Submit annual financial statements certified by the Auditors;
- (u) ensure that the development of the Project does not endanger any structure in the vicinity during construction or in the future;
- (v) obtain at its costs and charges special or temporary right of access, occupation or user of any property that may be required by it in connection with implementation of the Project; and
- (w) Shall not indulge in any act which may directly or indirectly affect the public amenities. In this case the decision of the Government shall be binding on the Company.

5.9 No Breach of Obligations

The Company shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent of performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (a) Force Majeure Event, subject to sub-article 6.4(b) of Article 6;
- (b) Government Event of Default;
- (c) Compliance with the instructions of the Government/Board or the directions of any Government Body other than instructions issued as a consequence of a breach by the Company of any of its obligations hereunder;
- (d) Closure of the Project Facilities or part thereof with the approval of the –Government.



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ARTICLE 6

FORCE MAJEURE

6.1 Force Majeure Events

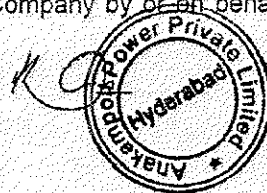
As used in this Agreement, Force Majeure Event means any of the Non-Political Events or the Political Events as set out in sub-articles 6.2 and 6.3 respectively including the impact/consequence thereof which:

- (a) is beyond the control of the Party claiming to be affected thereby (the "Affected Party");
- (b) causes Material Adverse Effect and prevents the Affected Party from performing or discharging its obligations under this Agreement; and
- (c) the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence.

6.2 Non-Political Events

Any of the following events which prevents the Affected Party from performing any of its obligations for a continuous period of not less than 7 days from the date of its occurrence, shall constitute a Non-Political Event:

- a) earthquake, flood, inundation, landslide;
- b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) fire caused by reasons not attributable to the Company or the Contractor or any of the employees or agents of the Company or the Contractor;
- d) acts of terrorism;
- e) strikes, boycotts, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Company or the Contractor;
- f) war, hostilities (whether war be declared or not);
- g) invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war;
- h) ionising radiation, contamination by radio activity from nuclear fuel, any nuclear waste, radioactive toxic explosion;
- i) volcanic eruptions;
- j) a Non Political Force Majeure Event causing a Material Adverse Effect under the Power Purchase Agreement.
- k) Any other event of like nature;
- l) any failure or delay of a contractor caused by any of the aforementioned Non-Political Events, for which no offsetting compensation is payable to the Company by or on behalf of the contractor.



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6.3 Political Events

Any of the following events shall constitute Political Event

- (a) Change in Law.
- (b) action of Authorities having Material Adverse Effect including but not limited to acts of expropriation, compulsory acquisition or takeover by any Government Body of the Project/Project Facilities or any part thereof or of the Company's or the contractor's rights under any of the Project Agreements, or
- (c) any failure or delay of a Contractor caused by any of the aforementioned Political Events, for which no offsetting compensation is payable to the Company by or on behalf of the contractor.

6.4 Obligations of the Parties

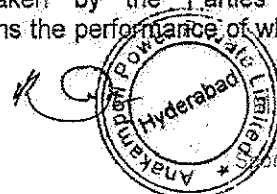
(a) Obligation to Intimate

(i) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall intimate the other Party of the Force Majeure Event setting out, inter alia, the following in reasonable detail:

- a) the nature, extent of the Force Majeure Event and classification of the same as political/ non-political;
- b) the estimated Force Majeure Period;
- c) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- d) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- e) any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

(ii) As soon as practicable and in any case within 5 days of intimation by the Affected Party in accordance with the preceding clause (i), the Parties shall meet, hold discussions in good faith and where necessary conduct physical inspection/survey of the Project / Project Facilities in order to:

- a) finalise the classification of the force majeure event mentioned in item (ia) of (i) above;
- b) assess the impact of the underlying Force Majeure Event;
- c) to determine the likely duration of Force Majeure Period; and
- d) to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations the performance of which



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shall have been affected by the underlying Force Majeure Event.

- (iii) The Affected Party shall during the Force Majeure Period provide the other Party with regular (not less than weekly) reports concerning the matters set out in the preceding clause (ii) as also any information, details or document, which the other Party may reasonably require.

(b) Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event (political/ non-political), it shall be excused from performance of such obligations to the extent to which it is unable to perform the same on account of such Force Majeure Event provided that:

- (i) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (ii) the Affected Party shall make all reasonable efforts to mitigate or limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (iii) the Affected Party shall take all remedial measures including duly prosecuting and exhausting all such remedies available to the Affected Party under the Applicable Laws;
- (iv) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other party and the Board written notice to that effect and shall promptly resume performance of its obligations hereunder; and
- (v) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement.

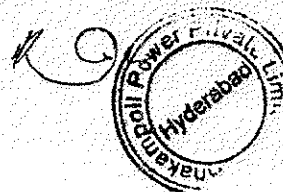
(c) Compensation

In the event of any loss sustained, which is quantified by the Company and accepted by the Government, due to a political force majeure event as aforesaid for a period which may extend from 120 to 365 days at a stretch during a current year/ two consecutive years, it shall be compensated up to 25% of the same by the Government.

6.5 Termination due to Force Majeure Event

(a) Termination

If a Force Majeure Event which is a Non-Political Event continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually



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23

agreed terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to approach Government to terminate this Agreement.

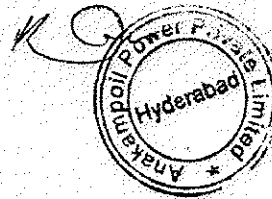
If a Force Majeure Event is a Political Event and the same subsists for a period exceeding 365 days the Company shall be entitled to approach Government to terminate this Agreement.

Provided that the Government may at its sole discretion have the option to terminate this Agreement any time after the occurrence of the Political Event.

(b) Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause (a), it shall under intimation to the Board issue Termination Notice to the other Party setting out ;

- (i) details regarding the Force Majeure Event;
- (ii) the proposed Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) any other relevant facts pertaining to the force majeure event.



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 M. SIVASANKAR IAS
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(c) Obligation of Parties

Following issue of Termination Notice by a Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that,-

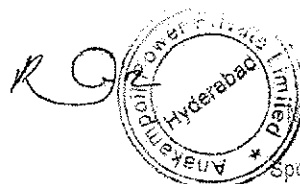
- (i) the Termination Payment, if any, based on any appropriate procedure to be decided by the Government by the Government, taking into account the circumstances of such termination and the impact of the same on the affected party is paid to the Company; and
- (ii) the Project Site/Project Facilities is transferred to the Government/ any other agency , on being authorised by Government, by the Company on Termination Date free from all Encumbrance

(d) Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event (political/ non-political, Termination Payment shall be made to the Company by the Government in accordance with the following:

- (i) Prior to COD
 - a) If Termination is due to a Force Majeure Event which is a Non Political Event, the Company shall be entitled to receive and appropriate the proceeds of any insurance obtained by it.
 - b) If Termination is due to a Force Majeure Event which is a Political Event, the Government shall pay Termination Payment based on any appropriate procedure to be decided by the Government taking into account the political event and the impact on the affected party. This payment shall be given after setting part compensation given as per clause 6.4 (c)
- (ii) After COD
 - a) If Termination is due to a Force Majeure Event which is a Non Political Event, the Company shall be entitled to receive and appropriate the proceeds of any insurance obtained by it.
 - b) If Termination is due to a Force Majeure Event which is a Political Event, the Government shall pay to the Company Termination payment based on any appropriate procedure to be decided by the Government taking into account the political event and the impact on the affected party. This payment shall be given after setting part compensation given as per clause 6.4(c)

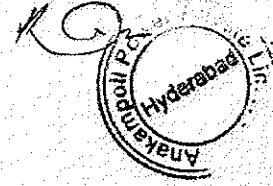
Provided that the Government/Board shall be entitled to deduct from the Termination Payment any amount due and recoverable from the Company as on the Termination Date.



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6.6 Liability for other losses, damages etc.

Save and except as expressly provided in this Article, no Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.



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ARTICLE 7

EVENTS OF DEFAULT AND TERMINATION

7.1 Events of Default

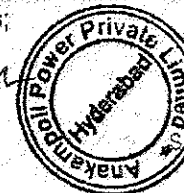
(a) Company Event of Default

Any of the following events shall constitute an event of default by the Company ("Company Event of Default") unless such event has occurred as a result of one or more reasons set out in sub-article 5.9 of Article 5:-

- (i) The Company fails to furnish the Implementation Guarantee under Article 4.1;
- (ii) The Company has failed to achieve Financial Close within 33 months from the Date of Allotment;
- (iii) The Company has failed to adhere to the Project Requirements and such failure, in the reasonable estimation of the Government/Board is likely to delay achievement of COD beyond 36 months from Financial Close;
- (iv) The Company has failed to achieve COD within 36 months from Financial Close. Provided at the request of the Company, the Government may grant an additional period of nine months for achieving the COD on payment of amount of Rs 25000/MW per week for the delay.
- (v) Any representation made or warranties given by the Company under this Agreement is found to be false or misleading;
- (vi) The Company has failed to ensure minimum shareholding requirements specified in sub-article 5.8 of Article 5;
- (vii) A Company Event of Default under the Power Purchase Agreement;
- (viii) A resolution has been passed by the shareholders of the Company for the voluntary winding up of the Company;
- (ix) Any petition for winding up of the Company has been admitted and liquidator or provisional liquidator has been appointed or the Company has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of the Government and in consultation with the Board, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Company are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Company under this Agreement and the Project Agreements

provided that,-

- a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;



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- b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Company as on the Date of Allotment.
 - c) each of the Project Agreements remains in full force and effect.
 - (ix) A default has occurred under any of the Financing Documents and any of the Lender(s) has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
 - (x) The Company has abandoned the Project Facilities;
 - (xi) The Company has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
 - (xii) The Company has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days;
 - (xiii) The Company has delayed any payment that has fallen due under this Agreement for 90 days or more; and
 - (xiv) The Company has otherwise been in Material Breach of any of its other obligations under this Agreement.
- (b) **Government Event of Default**

Any of the following events shall constitute an event of default by Government ("**Government Event of Default**"), unless caused by a Company Event of Default or a Force Majeure Event:

- (i) Government is in breach of any of its commitments under this Agreement except those for which specific remedy has been provided elsewhere, and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Company;
- (ii) Government has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (iii) Government has delayed the payment of any amount that has fallen due in terms of this Agreement beyond 90 days.

7.2 Termination due to Events of Default

(a) Termination for Company Event of Default

- (i) Without prejudice to any other right or remedy which Government may have in respect thereof under this Agreement, upon the occurrence of a Company Event of Default, the Government shall subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement as hereinafter provided, under due intimation to the Board.



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- (ii) If the Government decides to terminate this Agreement pursuant to preceding sub-clause (i), it shall in the first instance issue Preliminary Notice to the Company. Within 30 days of receipt of the Preliminary Notice, the Company shall submit to the Government in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "**Company's Proposal to Rectify**"). In case of non-submission of the Company's Proposal to Rectify within the said period of 30 days, the Government shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Implementation Guarantee, if subsisting.
- (iii) If the Company's Proposal to Rectify is submitted within the period stipulated therefore, the Company shall have further period of 30 days to remedy / cure the underlying Event of Default. If, however the Company fails to remedy/cure the underlying Event of Default within such further period allowed, the Government shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Implementation Guarantee if subsisting.

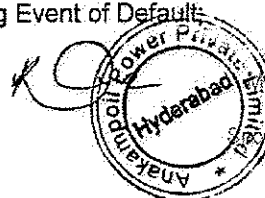
(b) Termination for Government Event of Default

- (i) Without prejudice to any other right or remedy which the Company may have in respect thereof under this Agreement, upon the occurrence of a Government Event of Default, the Company shall be entitled to approach the Government to terminate this Agreement, except under Cl 7.1 (b) (iii) for which interest at SBI PLR shall be paid by the Government, as hereinafter provided, under due intimation to the Board.
- (ii) If the Company decides to terminate this Agreement pursuant to preceding sub-clause (i) it shall in the first instance issue Preliminary Notice to the Government. Within 30 days of receipt of Preliminary Notice Government shall forward to the Company its proposal to remedy/cure the underlying Event of Default the "**Government's Proposal to Rectify**". In case of non-submission of Government's Proposal to Rectify within the period stipulated therefor, Company shall be entitled to approach the Government to terminate this Agreement.
- (iii) If Government's Proposal to Rectify is forwarded to the Company within the period stipulated therefor, the Government shall have a further period of 30 days to remedy/cure the underlying Event of Default. If, however the Government fails to remedy/cure the underlying Event of Default within such further period allowed, the Company shall be entitled to approach the Government to terminate this Agreement

(c) Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default.



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- (ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) the estimated Termination Payment including the details of computation thereof; and
- (iv) any other relevant information.

(d) Obligation of Parties

Following issue of Termination Notice by a Party entitled to do so, the Parties shall promptly take all such steps as may be necessary or required to ensure that,-

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities;
- (ii) the Termination Payment, if any, payable by the Government is paid to the Company on the Termination Date; and
- (iii) the Project Site and Project Facilities are transferred to the Government by the Company free from any Encumbrance.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same:

Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

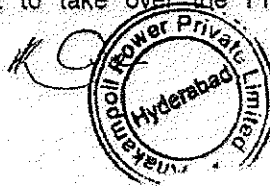
7.3 Unilateral Termination

Notwithstanding anything inconsistent contained anywhere in this agreement, in the event of unilateral termination of this Agreement by the Government without the consent of the Company or in the absence of any default by the Company, the procedure for Termination prescribed in the preceding sub articles shall not apply. In such an event, the Company shall be entitled to receive from the Government Termination Payment specified in the following clause (a) of sub-article 7.4.

7.4 Termination Payments

Upon Termination of this Agreement the Company shall be entitled to receive Termination Payment as under;

- (a) If the Agreement is terminated due to Government Event of Default (including unilateral termination referred to in the preceding sub article 7.3), the Company shall receive from the Government, Termination Payment based on any other appropriate procedure to be decided by the Government
- (b) If the Agreement is terminated due to a Company Event of Default the Government reserves the right to take over the Project



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 30 Govt. Secretariat

Site/Project Facilities with/ without any compensation and free from encumbrances.

7.5 Right of Government on Termination

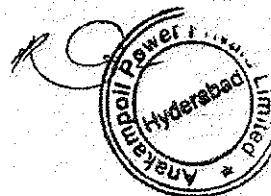
- (a) Upon Termination of this Agreement for any reason whatsoever, the Government shall upon payment of the Termination Payment (if any) to the Company have the power and authority to:
- (i) Enter upon the Project site and take over the Project Facilities either by itself or through the Board subject to the provisions of the Substitution Agreement;
 - (ii) Subject to the provisions of the Substitution Agreement, enter into an Implementation Agreement with another party on such terms and conditions as the Government shall deem fit;
 - (iii) prohibit the Company or any Person claiming through or under the Company from entering upon/dealing with the Project Site / Project Facilities; and
 - (iv) step in or nominate any person to step in without the necessity of any further action by the Company, to the interests of the Company under such of the Project Agreements, as the Government may in its discretion deem appropriate with effect from such date as the Government may specify.

Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by the Government for step in shall always constitute debt between the Company and such counter party and the Government shall in no way or manner be liable or responsible for such sums. The Company shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this sub- article.

- (b) Notwithstanding anything contained in this Agreement, Government shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Company in connection with the Project, and the Transfer of the Project Site/Project Facilities by the Company to the Government shall be free from any such obligation.

7.6 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.



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ARTICLE 8

MODE OF PAYMENT BY GOVERNMENT

8.1 Mode of Payment

The Company hereby expressly authorises the Government to pay, Termination Payment and any other payment which becomes payable by the Government to the Company under this Agreement directly to the credit of such account at Thiruvananthapuram as may be designated jointly by the Lenders and the Company and advised to the Government (the "Designated Account").

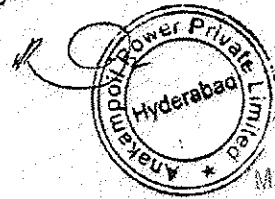
8.2 Valid Discharge

The Company hereby agrees, undertakes and confirms that,-

- (a) the payment to the credit of the Designated Account shall be made by Government notwithstanding any instructions to the contrary issued subsequently or disputes raised thereof by the Company;
- (b) any payment made in accordance with the preceding clause (a) shall be valid and Government shall to the extent of the payment so made be relieved and discharged of all its obligations in respect of such payments under this Agreement:

Provided that no such discharge shall prejudice any claim which the Company may have against the Lenders.

- (c) In the absence of the Designated Account or upon the Company procuring and furnishing to the Government a certificate from the Lenders to the effect that the Company has discharged all of its obligations under the Financing Documents, all payments accruing to the Company under this Agreement shall be made by the Government to the Company directly.



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ARTICLE 9

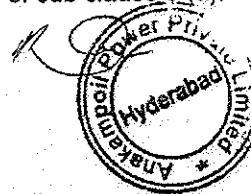
TRANSFER OF PROJECT

9.1 Transfer of Project

- (a) Upon the expiry of the BOOT Period by efflux of time and in the normal course, all rights of the developer with respect to the Project gets extinguished and the land found necessary by the Government for the operation and maintenance of the project which was purchased/ leased or obtained otherwise by the Company shall also vest with the Government. The Company shall, transfer the Project Site/ Project Facilities to the Government or Board authorised by the Government free of cost in compliance with the Transfer Requirements as per Schedule H. Title of the land which was purchased by the Company shall also be transferred to Government at a nominal consideration. No compensation shall be payable by the Government on any account under this clause.
- (b) The process of transfer shall be initiated at least 12 months before the actual date of expiry of the BOOT Period by a joint inspection by Government/ Board and the Company. The Government shall, within 15 days of such inspection prepare and furnish to the Company a list of works/ jobs, if any, to be carried out to conform to the Transfer Requirements. The Company shall promptly undertake and complete such works/ jobs at least two months prior to the date of expiry of the BOOT Period and also ensure that the Project Facilities continue to meet the Transfer Requirements until the same are transferred to the Government.

9.2 Retention Money

- (a) In case the Company fails to carry out the works/ jobs envisaged in Clause 9.1 (b), within the stipulated period the Government shall be at liberty to have the same executed by any other Person at the risk and cost of the Company and in such an event the Company shall be liable to reimburse the Government one and half times the cost incurred (as certified by an Independent Auditor) in carrying out such works/ jobs.
- (b) For this purpose the Company shall ensure that suitable clauses are inserted in the Power Purchase Agreement to enable the Board to withhold 25% of bill amount from each payment made to the Company during two years prior to the expiry of the Power Purchase Agreement (collectively the "Retention Amount").
- (c) The Retention Amount shall be returned to the Company by the Board upon completion of the Transfer Requirements or appropriated to the extent required towards the costs reimbursable by the Company in terms of sub clause 9 (a).



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ARTICLE 10

DISPUTE RESOLUTION

10.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement including disputes, if any, with regard to any acts, decision or opinion of the Board or the Independent Auditor and so notified in writing by any Party to the other party (the "Dispute") shall in the first instance be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Principal Secretary, Power Department and the Chief Executive Officer of the Company for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 30(thirty) days of such meeting between the two, the Dispute may be referred for arbitration in accordance with the provisions of sub-article 10.2 below.

10.2 Arbitration

(a) Procedure

Subject to the provisions of sub-article 10.1, any Dispute which is not resolved amicably shall be finally settled under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one each to be appointed by the Government and the Company and the third to be appointed by the two arbitrators so appointed. The Party requiring arbitration shall appoint the arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 45 days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with the Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

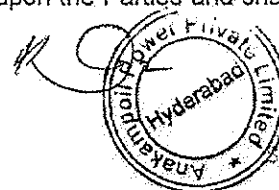
The place of arbitration shall ordinarily be Thiruvananthapuram but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be

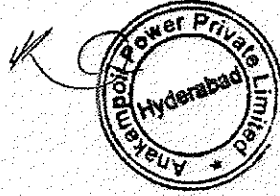


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enforceable in accordance with the provision of the Arbitration and Conciliation Act, 1996.

(e) **Performance during Arbitration**

Pending the submission of and/ or decision on a Dispute and until the arbitral award is pronounced and enforced, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award as decreed.



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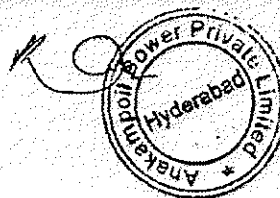
ARTICLE 11

REPRESENTATIONS AND WARRANTIES, DISCLAIMER

11.1 Representations and Warranties of the Company

The Company represents and warrants to the Government that,-

- (a) it is duly organised, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other actions under Applicable Laws and its charter documents to authorise the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) 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;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Company's Memorandum and Articles of Association or of any member of the Consortium or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (h) there are no actions, suits, proceedings or investigations pending or to the Company's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Company Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Body which may result in Material Adverse Effect;
- (j) 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;
- (k) subject to receipt by the Company from the Government of the Termination Payment and any other amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement, all rights and interests of the Company under this Agreement; and in to the Project / Project Facilities shall cease and be inoperative to the intent and purpose that Project Facilities shall be free and



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clear of all Encumbrances consequent thereto without any further act or deed on the part of the Company or the Government;

- (l) no representation or warranty by the Company contained herein or in any other document furnished by it to Government or to any Government Body in relation to Applicable Permits 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 not misleading;
- (m) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Company to any Person in connection with this agreement;
- (o) Without prejudice to any express provision contained in this Agreement, the Company acknowledges that prior to the execution of this Agreement, the Company has after a complete and careful examination made an independent evaluation of the Project Site, Project Requirements and the information provided to it as part of the bid documents or otherwise, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Company in the course of performance of its obligations hereunder; and

The Company also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Government shall not be liable for the same in any manner whatsoever to the Company.

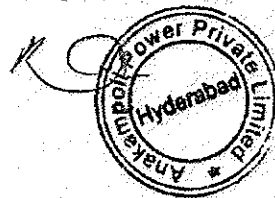
11.2 Representations and Warranties of Government

Government represents and warrants to the Company that:

- (a) Government has the full power and authority to enter into this Agreement and perform/ disclose their obligations contained herein ;
- (b) This Agreement constitutes Government 's legal, valid and binding obligation enforceable in accordance with the terms hereof; and
- (c) There are no suits or other legal proceedings pending or threatened against Government in respect of the Project.

11.3 Obligation to notify change

In the event that any of the representations or warranties made/ given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.



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ARTICLE 12

MISCELLANEOUS

12.1 Assignment and Charges

- (a) Subject to clauses (b) and (c) herein below, no Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party.
- (b) Except as provided in clause (c) herein below, the Company shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of the Government, which the Government shall be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in clauses (a) and (b) above shall not apply to,-
- (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Company;
 - (ii) mortgages/ pledges/ hypothecation of goods/ assets/ Project/ Project Facility, as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
 - (iii) assignment of Company's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

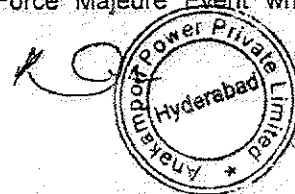
12.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by any Party shall, except that under Article 5.6(d), if the same be not paid to the Party entitled to receive the same, within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at SBI PLR from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided that the stipulation regarding interest for delayed payments contained in this sub-article shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

12.3 General Liability and Indemnity

- (a) The Company shall indemnify, defend and hold Government harmless against any and all proceedings, actions and third party claims arising out of a breach by Company of any of its obligations under this Agreement except to the extent that any such claim has arisen due to breach by Government of any of its obligations under this Agreement or a Force Majeure Event which is a Political Event.



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- (b) The Government shall, indemnify, defend and hold harmless the Company against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of breach by Government, its officers, servants and agents of any obligations of Government under this Agreement except to the extent that any such claim has arisen due to breach by the Company of any of its obligations under this Agreement.

12.4 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Thiruvanthapuram, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.5 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement,-
- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - (iii) shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by a Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to any other Party shall be treated or deemed as waiver/ breach of any terms, conditions or provisions of this Agreement.

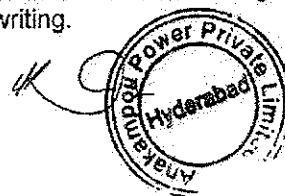
12.6 Survival

Termination of this Agreement,-

- (a) shall not relieve the Company or Government of any obligations already incurred hereunder which expressly or by implication survives Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

12.7 Amendments

This Agreement, Annexure and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.



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12.8 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Government
The Secretary to Government,
Power Department,
Government of Kerala,
Thiruvananthapuram.

If to the Company
H.No.1-62/K/84
Plot No.84,
Kavuri Hills,
Hyderabad-33

Or such address, telex number, or facsimile number as may be duly intimated by the respective Parties from time to time, and shall be deemed to have been made or delivered,-

- (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address; and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

12.9 Severability

If for any reason whatsoever any provision of this 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 shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable:

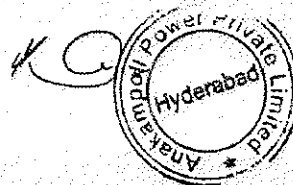
Provided that failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

12.10 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

12.11 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.



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12.12 Exclusion of Implied Warranties etc.

This 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 any Party not contained in a binding legal agreement executed by the Parties.

12.13 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS ON THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of Government by

(Signature) *Jasaboy*
(Name)..... M. SWASANKAR IAS
(Designation)..... Secretary to Govt.
Sports & Power Department
Govt. Secretariat

In the presence of:

1) K. M. DHARASAN UNNITHAN
Director
Energy Management Centre
Thiruvananthapuram - 695 017

[Signature]

2) S. Anil
Jt. Director
Energy Management Centre

[Signature]

SIGNED, SEALED AND DELIVERED

For and on behalf of ~~COMPANY~~ **Power Private Limited**

(Signature) *[Signature]*
(Name) B. Raveendran
(Designation) Head – Civil [Projects] **Authorised Signatory**

In the presence of:

1)Shahul Hameed V P,
Vayalpeediyakkal House,
Vallikunnu North (P.O),
Malappuram,
673314, Kerala.

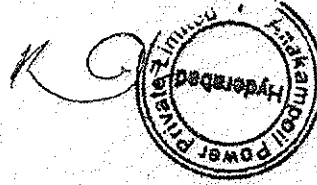
[Signature]

2)Shameer.U,
Charvakam House
Vallikunnu (P.O),
Malappuram, Kerala-673314.

[Signature]
Shameer.U.

List of Schedules

- Schedule A: Letter of Allotment
- Schedule B: Project Facilities and Project Site
- Schedule C: Substitution Agreement
- Schedule D: Format for TEFR
- Schedule E: Clearances
- Schedule F: Implementation Guarantee
- Schedule G: O & M Requirements
- Schedule H: Transfer Requirements



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SCHEDULE A
LETTER OF ALLOTMENT

Attach copies of:

(1) GO (Ms) No.23/2014/PD dated 21.7.2014 & (2) LoA - EMC/SHPC/ SHP/BOOT /LOA/1 dated 29.7.2014



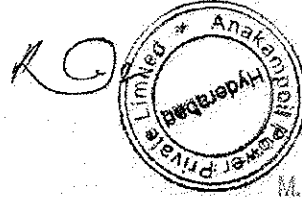
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Secretary to Govt.
Sports & Power Department
Govt. Secretariat

SCHEDULE B

Project Facilities

(as per approved TEFR)

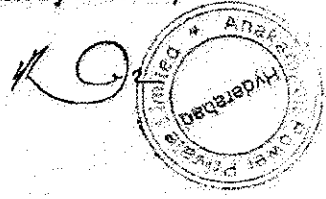
(will be attached later)



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SCHEDULE C

SUBSTITUTION AGREEMENT
(will be attached later in the format given by bank/ FI)



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SCHEDULE D

TECHNO ECONOMIC FEASIBILITY REPORT
FOR
HYDRO ELECTRIC PROJECT
(will be attached later)



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SCHEDULE E

Clearances

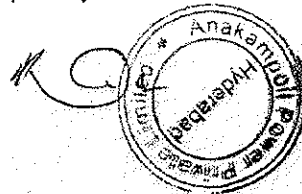
CLEARANCES/ PREREQUISITES REQUIRED BEFORE START OF EXECUTION OF SMALL HYDRO POWER PROJECT

In general the following clearances/ prerequisites are required before start of execution of the Small Hydro Project

1. Registration of the company under Companies Act, 1956.
2. Gazette Notification under Section 29(ii) of Electricity (Supply) Act 1948
3. Approval of Techno Economic Feasibility Report (T.E.F.R) & Designs submitted by the developer by the Government of Kerala / Kerala State Electricity Board.
4. Signing of Implementation Agreement with Power Department, Government of Kerala, for the Construction of the Project.
5. Signing of Power Purchase Agreement with Kerala State Electricity Board.
6. Land Acquisition.(Execution of lease agreements with Government of Kerala/Kerala State Electricity Board/Local Bodies/other agencies if required), outright purchase of private land.
7. Approval from State Forest Department/ Ministry of Environment & Forests, if required.
8. Clearance from Kerala State Pollution Control Board, if required.
9. NOC from Kerala State Electricity Board, if required.
10. Any other clearances as may be required by Central/ State Government/local bodies for the execution of these projects.

Note :

In case of change in statutory laws, respective changes come in effect as and when they come into effect upon being adopted by the Government of Kerala.

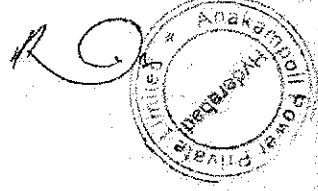


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SCHEDULE F

IMPLEMENTATION GUARANTEE

(Attach a copy of the bank guarantee for 50% of the balance premium payment)



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SCHEDULE G

O & M REQUIREMENTS

OPERATION AND MAINTENANCE (O & M) REQUIREMENTS

1.0 General

- a. The Company shall comply with the O&M Requirements set out in this Schedule. In doing so, the Company shall ensure that the Project Facilities are maintained to the standards and specifications as set out in the TEFR and DPR and shall also meet the other requirements, if any, set out in the Agreement. The O&M Requirements specified should be made available for each and every equipment/ system in a simple and lucid manner, so that even new personnel do not have any difficulty in following it.
- b. In the design, planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, the Company shall take all such actions and do all such things (including without limitation, organising itself, adopting measures and standards, executing procedures including inspection procedures and engaging contractors, if any, agents and employees) in such manner, as will :
- (i) Ensure the safety of personnel deployed on Project Facilities or part thereof;
 - (ii) Ensure that leakages of compressed air, pressure oil and water from pipelines, receivers and fittings etc., is minimum and thus unnecessary operation of motor is avoided;
 - (iii) Ensure that the amount of water leakages should be minimised to the least possible extent;
- c. During the BOOT Period, the Company shall ensure that :
- (i) The Project Facilities are kept free from undue deterioration and undue wear;
 - (ii) applicable and adequate safety measures are taken;
 - (iii) Any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/ minimised;
 - (iv) disturbance or damage or destruction to property of third party by operations of the Project Facilities is controlled/ minimised;

2.0 Operation and Maintenance Schedule

- a. The Company shall operate and maintain the Project in accordance with the Operation and Maintenance Schedule (O&M Schedule). 60 days prior to the commencement of each tariff year, the Company, shall get the O&M Schedule approved from the Board.
- b. Six weeks prior to the anniversary of COD each year, the Company shall submit an annual O&M Schedule for the next year of operations.

3.0 Outages



Jms 264
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- a. The Company shall submit a written schedule to the Board of its desired Scheduled Outage periods, at least 60 days before the commencement of each Tariff year. Within 15 days of the receipt of the same, the Board shall notify the Company in writing if the requested Scheduled Outage periods are acceptable to the Board. If there are any requested Scheduled Outage periods that the Board cannot accept, the Board shall advise the Company of the time period when such proposed Scheduled Outage can be rescheduled, which rescheduled time periods shall be of equal duration as the Scheduled Outage period proposed by the Company. The Board may only request a revision to the Company's proposed Scheduled Outage to accommodate the reasonable requirement of the Board and the Grid System subject to Prudent Utility Practices and this Agreement, the Company shall use reasonable efforts to accommodate all the reasonable requests of the Board. If the Board does not notify the Company in writing within 15 days of receipt of the written schedule of desired Scheduled Outages, it shall be deemed to have consented to the desired Schedule Outage as per the written schedule. A minimum of fifteen days' notice shall be given by the Company to the Board prior to taking the shutdown for maintenance of the Project.
- b. Either party may, upon written notice given not later than 30 days prior to a Scheduled Outage, request the rescheduling of such Scheduled Outage. Any rescheduling of a Scheduled Outage in accordance with Section (a) shall be subject to mutual approval of the Parties, which approval shall not be unreasonably withheld or delayed.
- c. The Company shall use reasonable efforts to give advance notice to the Board to the extent possible of any Unscheduled Outage and shall provide the Board with an estimate of the duration and scope of such outage. Following any Unscheduled Outage the Company shall use reasonable efforts to return the equipment of the Unit/ Project as soon as reasonably practicable to the level of generation immediately prior to such Unscheduled Outage.
- d. Except when the equipment of the station is under forced shutdown or is under Scheduled Outage, such equipment or any auxiliaries or works in relation thereto shall not be taken out for maintenance, testing or overhaul resulting in outages or reduced generation unless mutually agreed upon by both the Parties.

4.0 Reporting Requirements

The reporting and information that generally need to be provided by the Company are given below. The Requirements given below are indicative of the type of information to be provided. The format of such reports, recording requirements, software standards and number of copies required would be finalised in consultation with the Board. All reports and records shall be in the English language.

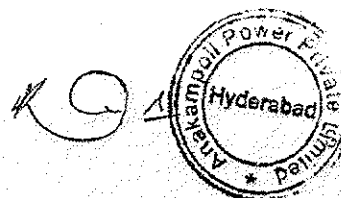
5.0 Inspection Reports and Remedial Measures

The periodicity of inspections for maintenance activities by the Company shall be set out in the O&M Schedule and regular reports on the same shall be sent to the Board. Where required, the Company shall carry out any maintenance, repair or rehabilitation works found necessary as a result of such inspections.

6.0 Maintenance of registers

In addition to the hourly readings following registers may be adopted.

- a. Defect register:



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Any defect/ breakdown observed on the operating equipment/ device shall be entered in the register by operation staff. The defects shall be segregated according to their nature viz. immediate action Normal action and Action during outage shutdown. Maintenance personnel shall note the problem and take action. It is mandatory that maintenance shall be under taken at the earliest given opportunity.

b. Message Registers:

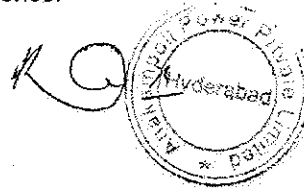
For easy and proper flow of communication within the plant and with outside agencies, such registers shall be maintained. This serves as a source for useful future reference.

c. History Card:

Details of important maintenance or repair other than routine maintenance carried out on an equipment or system is reflected in History card which proves very useful during future references. A history card shall be maintained for each and every device/ equipment/ system.

d. Service Agencies:

A detailed and comprehensive list of OEM's suppliers and contractors connected with power plants is maintained. Service reports are carefully preserved as a bible for future reference.



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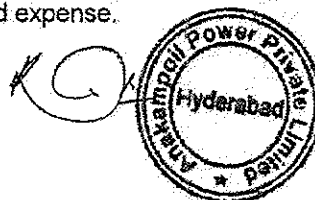
SCHEDULE H

TRANSFER REQUIREMENTS

1. This Schedule sets out the minimum requirement of the physical condition of the Project Site/Project Facilities ["Minimum Criteria"] at the time of transfer.
2. Before transferring back, a joint inspection of the Project Facilities would be carried out by the Government/the Board and the Company.
3. An inventory of all assets to be handed to the Government/the Board shall be prepared in detail item wise in a format approved by the Government.
4. The Minimum Criteria shall be:

Project Facilities	MINIMUM REQUIREMENTS
LAND	Project Site (Land) / Project Facilities shall be free of all encumbrances.
Access to sites	Cleared of from thick vegetation and access to site shall be jeepable road for transportation of men, equipments and materials.
Dam/Weir and Intake	Properly maintained, there shall not be any damage
Dam Gates/ Intake Gates	In working condition. Properly greased and maintained. No leakage through the gates
Water conductor system (Tunnel/ Tunnel audits/ Penstocks)	No leakage through the water conductor system
Forebay/ Surge tank	In working condition
Power House building	Properly maintained
Generators, Turbines/ power station	In working condition. Maintenance as per manufacturers requirements shall be done by the Company as stipulated in the relevant Indian Standards prevailing at the time of handing over. Capable of 24 hour continuous operation during the water available season in the last year of BOOT period. Capable of possible generation with the available water at the time of transfer.
Gates/ Valves/ other electro-mechanical equipments	In working condition. All leakages to be rectified
Switchyard	Transformer, CT, PTs, Breakers etc. should be proper working condition and as per the Safety Standards.
Evacuation System	Bridges, cables ,conductors, towers should be in working condition as per relevant standards

5. Provided that repairs/ rectification recommended by Dam Safety Authority (DSA) to any of the structures, equipments and appurtenant shall be carried out by the Company to the satisfaction of the Government. Any charges incurred by the Government towards the noncompliance of the directions of the DSA shall be appropriated against the retention energy.
6. All surveys, investigation, tests made in respect of the inspection for transfer shall be at the Company's cost and expense.

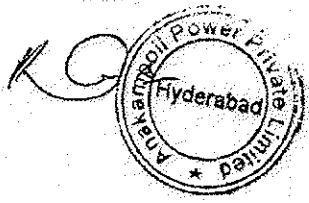


Jms 29
M. SIVASANKAR IAS
 Secretary to Govt.
 Sports & Power Department
 Govt. Secretariat

7. Deliverables :

- As built drawing, Project Records,
- All Operation and Maintenance manuals as updated and restored

Jansankar



M. SIVASANKAR IAS
Secretary to Govt.
Sports & Power Department
Govt. Secretariat



GOVERNMENT OF KERALA

Abstract

Power Department –Techno Economic Feasibility Report submitted by Anakkampoil Power Pvt Ltd for Anakampoil SHP 8MW under IPP category - Approved - Orders issued.

POWER (B) DEPARTMENT

G.O.(Ms) No. 10/2015/PD Dated, Thiruvananthapuram, 25/03/2015.

- Read:-
- 1). G.O (MS) No. 23/2014/PD dated 21/07/2014.
 - 2). Letter No. APPL/TD/2015 dated. 6/01/15 from the Director, Anakkampoil Pvt Ltd.
 - 3). G.O (Rt) No. 240/2013/PD dated. 23/08/2013.
 - 4). Letter NO. EMC/SHPC/BOOT/TC/TEFR/A/1 dated. 10/03/15.

ORDER

As per Government Order read as 1st paper above Government have allotted 6.75 MW Anakkampoil Small Hydro Project to the IPP allottee consortium with M/s Minar Ispat Pvt Ltd as the lead Member for implementation and running under BOOT Scheme for 30 years.

2)As per letter read as 2nd paper above Anakkampoil Power Pvt Ltd have submitted the TEFR of Anakkampoil SHP for scrutiny and approval of Technical Committee Constituted vide G.O read as 3rd paper above. The capacity of the project has been enhanced to 8MW by the allottee during preparation of TEFR from the allotted capacity of 6.75MW at the allottees risk and cost which is permitted as per the SHP policy.

3) The Director, Energy Management Centre in his letter read as 4th paper above has reported that the TEFRR has been scrutinized by the Technical Committee and has recommended for Government approval.

4) Government have examined the matter in detail and are pleased to approve the TEFRR submitted by Anakampoil Power Pvt. Ltd for Anakampoil SHP with the enhanced capacity of 8MW from 6.75 MW as allotted to Anakampoil Power Projects Ltd, subject to remittance of additional premium for 1.25 MW at the quoted rate of Rs. 23.4 lakhs/MW. Further, as per clause 1.12.3 (3) of the tender document, the allottee should pay the balance 50% of the original premium amount of Rs. 78.975 Lakhs (50% of total premium amount for 6.75 MW of 157.95 Lakhs) on getting in principle approval of TEFRR for which the allottee submitted a bank guarantee valid till 22/12/2015.

Necessary clearances/ permissions / No objection certificates are to be obtained by the allottee company from the concerned Government Departments like irrigation, Forest etc. as the case may be, as per the SHP policy, implementation Agreement and as per the tender conditions.

(By Order of the Governor),
P.P.SAJITHA,


Additional Secretary to Government.

To

✓ The Director, Anakampoil Power Pvt. Ltd Plot No. 84, Karuvi Hills, Phase-II, Madhapur, Hyderabad- 500 033, Telengana.
The Director, Energy Management Centre, Sreekariyam P.O, Thiruvananthapuram.

S/F / O/C.

Forwarded / By Order,


Section Officer.

ANNEXURE P-6 (Colly)

331



KERALA STATE ELECTRICITY BOARD Ltd.
(Incorporated under the Indian Companies Act, 1956)
Office of The Assistant Executive Engineer,
Erection Sub Division, Kakkayam, Kozhikode-673527
Phone: 04962698234 email: erectionkakkayam@gmail.com

No : KKYM/AEE(ELE)/DB17/093

21/12/2020

To

The Director,
Anakkampoyil Power Private Limited
Plot no 304-L-III, 3rd Floor,
Road No 78, Jubilee Hills,
Hyderabad - 500096

Subject:- 8 MW Anakkampoyil SHEP – Synchronization and Commissioning- Reg.

Ref:- APPL letter No. APPL/KSEB/PE/2020/81 Dated 19th Dec, 2020.

In connection with the commissioning of the 8 MW Anakkampoyil SHEP, all the protection relays have been tested and found to be okay. The Current Transformers, Potential Transformers and Trivector meters to be used for billing of energy exported and imported have been calibrated, tested and sealed.

All the three units have been run, excited and synchronized to KSEB grid on 17th December 2020. The units are commissioned and being operated depending on the availability of water in the river.

This is for your kind information.

Yours faithfully,

Assistant Executive Engineer,
Erection Sub Division,
Kerala State Electricity Board Ltd.,
Kakkayam, Kozhikode District.

60



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956)

Registered Office: VYDYUTHI BHAVANAM, PATTOM, THIRUVANANTHAPURAM - 695 004

CIN: U40100KL2011SGC027424 GST No:32AAECK2277NBZ1

OFFICE OF THE DEPUTY CHIEF ENGINEER

GENERATION CIRCLE, NALLALAM, KOZHIKODE-673027

Telephone Nos.: 0495-2964044

E-Mail: dcegckzd@gmail.com

Website: www.kseb.in

No.GCK/DB/Anakkampoyil/2021-22 / 458

Date: 15.07.2021

To

The Chief Engineer (REES)
K.S.E. Board Ltd,
VB, Thiruvananthapuram,

Sir,

Sub: Anakkampoyil 8 MW SHEP by M/s. Anakkampoyil Power Private Limited
Hyderabad- Formation of coordination committee to declare Commercial Operation
Date (COD) of the project -reg
Ref: 1.This BO (CMD) No.773/20-21 KSEB/CE/REES/SHEP/Anakkampoyil/2017-18)
TVPM 08/07/2021

Vide Board order referred above, the Board has accorded sanction for performing procedural formalities for the declaration of Commercial Operation Date (COD) for the Anakkampoyil 8 MW SHEP by M/s. Anakkampoyil Power Private Limited, Hyderabad.


As such the coordination committee comprising three members from KSEBL and two members from M/s. Anakkampoyil Power Private Limited Hyderabad with the Deputy Chief Engineer, Generation Circle, Kozhikode as the Chairman was formed and conducted the procedural formalities and witnessed the performance of SHEP on 14.07.2021.

The copy of the detailed minutes of the meeting duly signed by the members of the coordination committee for conducting COD tests for Anakkampoyil SHEP is attached herewith for your kind perusal and necessary sanction.

Thanking You

Acc: as above

Yours faith fully


DEPUTY CHIEF ENGINEER
12

Copy submitted to The Chief Engineer (Generation) Moolamattam
The Chief Engineer (Transmission) Kozhikode

- Copy to :
1. The Executive Engineer, Generation Division Kakkayam.
 2. The Executive Engineer, Transmission Division Kaniambatta
 3. M/s. Anakkampoyil Power Private Limited, Hyderabad
 4. DB files


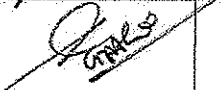
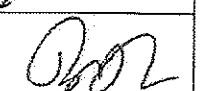
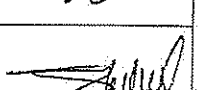
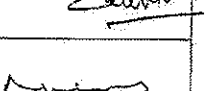
**MINUTES OF THE MEETING HELD AT ANAKAMPOIL SHEP BY THE CO-ORDINATION
COMMITTEE (COD) ON 14-07-2021**

Sub:- Declaration of Commercial Operation Date (COD) of 8 MW Anakampoil SHEP owned by Anakampoil Power Private Limited, Hyderabad.

Ref: Office Order (CMD)No:773/2021 (KSEB/CE(REES)/SHEP/Anakampoil/2017-18, Tvm dated 08-07-2021.

A Co-ordination Committee comprising of three Members from KSEBL and two Members from Anakampoil Power Private Limited (APPL) was constituted for carrying out / witnessing the required tests for declaration of Commercial Operation Date (COD) vide Office Order cited above.

The following are the Committee Members. The Committee visited Anakampoil SHEP on 14th July 2021 for inspection and test-witnessing.

1	Smt Santhy K	Deputy Chief Engineer	Generation Circle, Kozhikode	Chairman	
2	Mr Muhammed Ali E	Executive Engineer	Generation Division, Kakkayam	Member	
3	Mr Biju K Oommen	Executive Engineer	Transmission Division, Kaniyampetta	Member	
4	Shahul Hameed	Project Coordinator	Anakampoil Power Pvt Ltd	Member	
5	M Balakrishnan	Director	Anakampoil Power Pvt Ltd	Member	

Details of Generating Plant

1	Type of Generating Plant	SMALL HYDRO ELECTRIC PROJECT
2	Name of Project	ANAKAMPOIL SHEP
3	Scheme	Run - off- the River Scheme (RoR)
4	Name of the River	Iruvanjipuzha, Tributary of Chaliyar River
5	Type of Turbine	Horizontal Francis
6	Rated Head / Design Head	120 m
7	Rated Speed	2 Units of 750 RPM & 1 Unit of 1000 RPM
8	Type of Generator	Horizontal Synchronous Generator with Brushless Excitation System
9	Generation Voltage	6.6 kV
10	Rating of Generator Units	2 Units of 3.50 MW & 1 Unit of 1.0 MW. ie. 8 MW Installed Capacity
11	Maximum Export Capacity	2 x 3.50 MW + 10% COL and 1 x 1.0 MW + 20% COL . ie. 8.90 MW Total Capacity
12	Power Evacuation Voltage	33 kV

The following documents submitted by M/s Anakampoil Power Private Limited are enclosed which gives the details of the Project.

1	Salient Features of the Project	Annexure 1
2	Name Plate Details of Main equipment	Annexure 2
3	Electrical Single Line Diagram	Annexure 3
4	Power House Layout and Sections	Annexure 4
5	33 kV Switch Yard Layout	Annexure 5

The following Statutory Clearances and Approvals were verified with reference to Records:

Sl No	Description	Remarks	Reference Doc
1	Installation Scheme – Single Line Diagram - as approved by Electrical Inspectorate	Verified	Annexure 6
2	Sanction for energisation of Electrical Equipment installed in the SHEP – Issued by Chief Electrical Inspectorate	Verified	Annexure 7
3	Sanction for energisation of 33kV Transmission Line – Issued by Chief Electrical Inspectorate	Verified	Annexure 8
4	Energisation approval for 33kV Line – issued by PTCC (Same route of Pathankayam Tr Line)	Verified	Annexure 9

5	Pollution Control Board – Consent to Establish and subsequent exemption	Verified	Annexure 10
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Testing and Installation of Tariff Meter

SI No	Description	Remarks	Reference Doc
1	Test Report of Tri Vector Meters from TMR Kannur dated 23-10-2020	Verified	Annexure 11
2	Test Report of Tri Vector Meters from TMR Kannur dated 25-05-2021	Verified	Annexure 12
3	Test Report of CT and PT used for Tariff Meters – Tested by TMR Kannur	Verified	Annexure 13
4	Commissioning Report of TOD Meters, CT & PT by TMR Kannur dated 15-12-2020	Verified	Annexure 14
5	Joint Meter Reading with Asst Engineer, Electrical Section, Kodanchery dated 24-6-2021, 1-7-2021 & with COD Committee dated 14-7-2021	Verified	Annexure 15

The following records related to commissioning activities of the power plant were verified and found to be acceptable.

SI No	Description	Remarks	Reference Doc
1	Commissioning Report of Protection and Metering systems by OEM M/s Flovel Energy Pvt Ltd dated 19-12-2020	Verified	Annexure 16a
2	Relay Test Reports by KSEB dated August 2020	Verified	Annexure 16 b
3	Initial Synchronisation in presence of KSEB Engineers on 15-12-2020 & 24-6-2021 (log Book)	Verified	Annexure 16c

The following documents related to the performance of the generating units were verified by the Committee.

SI No	Description	Remarks	Reference Doc
1	Unit No 1 – 72 hours continuous operation test	Verified	Annexure 17
2	Unit No 2 – 72 hours continuous operation test	Verified	Annexure 18
3	Unit No 3 – 72 hours continuous operation test	Verified	Annexure 19
4	Full load and partial load throw-off tests on Unit 1, Unit 2, Unit 3 and all Units together	Verified	Annexure 20

As per log book record produced by M/s Anakampoil Power Pvt Ltd., it is observed that 72 hours continuous operation of all the three Units were carried out by the OEM M/s Flovel Energy Pvt Ltd and it is noted that there was no interruption in the 72 hours period and that the temperatures were within limits (Annexure 17, 18 & 19).

Sl No	Unit No	Start Date	Start Time	Finish Date	Finish Time	Total Outages	Remarks
1	Unit 1	4-7-2021	1709 hrs	7-7-2021	2200 Hrs	Nil	Verified Log Sheets and found to be OK – Ann 17
2	Unit 2	4-7-2021	1805 Hrs	7-7-2021	Continued through Mid Night	Nil	Verified Log Sheets and found to be OK- Ann 18
3	Unit 3	4-7-2021	1704 Hrs	7-7-2021	2200 Hrs	Nil	Verified Log Sheets and found to be OK – Ann 19

As per record produced by M/s Anakampoil Power Pvt Ltd., it is observed that Load Throw-Off Tests of all the Units individually at 25%, 50%, 75%, 100% and 110% rated load, have been conducted successfully by the OEM M/s Flovel Energy Pvt Ltd. Also Load Throw – Off Tests of all the three Units combined (Total Station) have been conducted by OEM at 75%, 100% and 110% rated load successfully. It is noted that the Wicket Gate Closing time, Speed rise % and Pressure rise % are within limits.

Test	Date	Load	Remarks
Load Throw-Off Test on Unit 1	25-06-2021	25%, 50%, 75%, 100% & 110%	Verified the Record and found to be OK – Ann 20
Load Throw-Off Test on Unit 2	26-06-2021	25%, 50%, 75%, 100% & 110%	Verified the Record and found to be OK – Ann 20
Load Throw-Off Test on Unit 3	27-06-2021	25%, 50%, 75%, 100% & 110%	Verified the Record and found to be OK – Ann 20
Load Throw-Off Test on all Units together (Total Station)	30-06-2021	75%, 100% and 110%	Verified the Record and found to be OK – Ann 20

A reading of Tariff Meters (both Main Meter and Check Meter) were taken and compared with the earlier readings taken jointly by M/s Anakampoil Power Pvt Ltd and KSEB's Electrical Section Kodanchery. Statement below shows a comparison of readings.

SI No	Description	Date	Export MWH	Import MWH	Ref Doc
1	Joint reading with staff of TMR Kannur & Elec Section (Main)	24-06-2021	14.3	28.9	Annexure 15a
2	COD Committee Check reading (Main)	14-07-2021	2497.8	29.4	Annexure 15c
3	Joint reading with staff of TMR Kannur & Elec Section (Check)	24-06-2021	14.3	29.5	Annexure 15a
4	COD Committee Check reading (Check)	14-07-2021	2498.3	30.0	Annexure 15c

Details of Test-Synchronisation done was verified with the records. The Company has synchronized the the three Units in December 2020 and operated the Units. This year after signing of Connection Agreement between The Chief Engineer (Distribution – North) and the Company, the three Units were synchronized and run from June 2021. Details in log book are as follows:

Unit	Description	Date	Remarks
Unit 1	Test -Synchronisation and trial run	17-12-2020	24-06-2021 after Conn. Agrmnt
Unit 2	Test -Synchronisation and trial run	15-12-2020	24-06-2021 after Conn. Agrmnt
Unit 3	Test- Synchronisation and trial run	16-12-2020	24-06-2021 after Conn. Agrmnt

Examined Operator's Diary and log sheets and noted that all Units are in service at part load or full load depending on the availability of water in Iruvanjipuzha river.

Power evacuation arrangement has been upgraded this year by converting the 33kV Single-Circuit to Double Circuit from Location PNP1 to 110kV Tambalamanna Sub station. A pooling station is envisaged at Location CKT47 where the 33kV feeders from Chembukadavu 1&2 (KSEBL), Pathankayam (IPP), Anakampoil (IPP) and Arippara (IPP) are proposed to be pooled and the total power transmitted to Tambalamanna Sub Station through Double circuit with AL59 (Dog size) conductor.

During the site Inspection, the river was full flowing and the Generators in Anakampoil SHEP were operating on full load of 8 MW. The settings of relays were checked and found to be normal. Load Throw-Off test at full load was conducted on Unit 3 and found that the Station is stable and that the shut-down sequence was functioning normal.

In view of the above observations, Commercial Operation Date (COD) for Anakampoil Power Private Limited may be declared in view of the following points:

- As per Tariff Meter Main readings, the Plant has exported 2483.5 MWH and Imported 0.5 MWH from 24-6-2021 (Synchronisation after Connection Agreement) to 14-7-2021 (Committee check reading).
- Continuous operation of 72 hours without interruption has been successfully completed by all the three Units .
- Load Throw-Off tests on all the three Units and total station have been successfully completed.
- Operation of the Plant with full load of 8 MW has been witnessed by the COD Committee.

Accordingly the Commercial Operation Date (COD) of 8 MW Anakampoil SHEP, with Continuous Overload capacity of 10%, can be considered as 14th July 2021, the date of Inspection of the Plant by the Co-ordination Committee.

Kozhikode

15-07-2021


Chairperson, Co-ordination Committee

Deputy Chief Engineer,

Generation Circle, Kozhikode



Salient Features

1	Location	
i)	State	: Kerala
ii)	District	: Kozhikode
iii)	River	: Iruvanhipuzha
iv)	Village	: Nellipoyil
v)	Nearest Airport	: Kozhikode
vi)	Nearest Railway station	: Kozhikode
vii)	Nearest Town (Across Road)	: Anakampoil
viii)	Diversion Weir at Iruvanhipuzha	
	Latitude	: 11°26' 32" N
	Longitude	: 76°04' 26" E
x)	Power House	
	Latitude	: 11°26' 30" N
	Longitude	: 76°03' 51" E
2	Purpose of the Project	: Generation and Transmission of Hydro Electric Power.
3	Installed Capacity	: 2 x 3.5 MW (with 10% overload) + 1 x 1 MW (with 10% over load)
4	Annual Energy Generation in Mu in 75% Dependable year(1995-1996)	: 23.76 MU
5	Hydrology	
i)	Catchment Area of Iruvanhipuzha up to Proposed Weir Site	: 36.10 Sq km
ii)	Design Power Discharge	: 7.492 cumec
iii)	Maximum Power Discharge	: 8.24 cumec
6	Diversion Weir at Iruvanhipuzha	
i)	Location	: Barrage across Iruvanhipuzha, near Nellipoyil village.



M/s. Raajratna Energy Holdings Pvt. Ltd.,
Hyderabad.

	ii)	Type	:	Ogee Weir Ungated Gravity section built out of mass concrete.
	iii)	FRL	:	EL. 347.00 m
	iv)	MWL	:	EL. 350.00 m
	v)	Deepest Foundation level	:	EL.339.50 m
	vi)	Deepest River bed level	:	EL.342.00 m
	vii)	Height of the Weir	:	5 m
	viii)	Length of Weir including Power Intake	:	41.80 m
	ix)	Flood discharge capacity	:	254 cumec.
		Gates		
		Sluice Gate		
		Nos.	:	1
		Size	:	2.00 m(W) x 3.00m(H)
		Type	:	Vertical lift Gate.
		Hoist	:	Screw rod hoist
7		Diversion Weir Intake		
		No. of bays	:	1
		Maximum Design Discharge	:	8.24 cumec
		Invert Level of Head Race Pipe Intake	:	EL.340.047m.
		Trash Rack		
		Type	:	Fixed
		Size /Nos.	:	2.5mx2.3m / 3nos.
		Power Intake Gate		
		Service Gate		
		Nos.	:	1
		Size	:	3.00 m(W) x 2.5 m(H)
		Type	:	Vertical lift roller Gate.
		Hoist	:	Rope Drum Hoist.
8		Pipe Aqueduct		
		Length of Aqueduct	:	55m, pipe thickness 20 mm
9		HRP		
	i)	Diameter of Headrace Pipe	:	2.0 m
	ii)	Shape of Tunnel	:	Circular Shape



	iii)	Steel pipe thickness	:	8mm
	iv)	Length of the Headrace Pipe	:	994 m
	v)	Design Discharge	:	8.24 cumec
10		Surge Shaft		
	i)	Diameter of Surge Shaft	:	10.0 m
	ii)	Invert level	:	EL.335.00 m
	iii)	Top Level	:	EL.353.50 m
	iv)	Maximum Surge Level	:	EL.352.00 m
	v)	Minimum Surge Level	:	EL.340.00 m
	vi)	Height of the Surge shaft	:	17.50 m
	vii)	Shaft Lining	:	RCC lined
		Gates		
		Surge Shaft Gate		
		Nos.		1
		Size		1.60 m(W) x 1.60 m(H)
		Type		Vertical lift roller Gate.
		Hoist		Rope Drum Hoist.
11		Main Penstock		
	i)	Type/ Flow	:	Tunnel penstock/ Pressure Flow.
	ii)	Shape	:	Circular
	iii)	Diameter	:	1.60 m
	v)	Length	:	665.2.00 m
	vi)	Penstock Manifold		
		a) For the unit-1 capacity of 3.5MW		1.0 m dia for length of 8.00 m
		b) For the unit-2 capacity of 3.5 MW		1.0 m dia for length of 5.60 m
		c) For the unit-3 capacity of 1 MW		0.6 m dia for length of 4.00 m
12		Power House		
	i)	Location	:	Near Kandappanchal
	ii)	Type	:	Surface
	iii)	Size of Power house (excluding Service Bay)	:	15.4 m x 27.00 m
	iv)	Size of Service Bay	:	10.60 m x 6.00m



M/s. Raajratna Energy Holdings Pvt. Ltd.,
Hyderabad.

	v)	Size of Battery Room	:	2.80 m x 3.0 m
	vi)	Size of Control room	:	8.420 m x 4.50 m
	vii)	Switch gear room.	:	8.270 m x 4.50 m
	viii)	No. of Bays	:	3 unit bays and one Service bay
	ix)	Installed Capacity	:	2 x 3.5 MW (with 10% overload) + 1 x 1 MW (with 10% over load)
	x)	El. Of Turbine C/L	:	EL.218.50 m
	xi)	Generator Floor Level	:	EL.217.50 m
	xii)	Control Room Floor Level	:	EL.220.0 m
	xiii)	Service/Equipment handling Bay Level	:	EL.220.0 m
		a) Draft Tube Gates		
		No. of gates	:	2 + 1 Nos.
		Size of gates	:	
	i)	For unit Bay of capacity 3.5MW	:	3.00 m(W) x 3.00m(H)
	ii)	For unit Bay of capacity 1MW	:	2.00 m(W) x 1.50m(H)
		Type	:	Vertical lift Gate
		Hoisting Arrangement	:	Moving Gantry Crane.
13		Tail Race Channel		
	i)	Length	:	33.00 m
	ii)	Width	:	20.00 m
	iii)	Type	:	Open Channel
	iv)	Longitudinal slope	:	1 in 1200
	v)	Max TWL	:	217.50 m
	vi)	Min TWL	:	216.00 m
	vii)	High Flood Level	:	219.00 m
	viii)	Sill Level of trough varying from	:	EL.215.80 m to EL.215.77 m
14		Turbines		
	i)	Type	:	Horizontal Francis Turbine
		Units	:	a) 2 x 3.5 MW b) 1 x 1 MW
	ii)	Design discharge per unit	:	3.278cumec 0.936 cumec
	iii)	Gross Head	:	129.50 m 129.50 m
	iv)	Rated Head	:	120 m 120 m

Kerala State Electricity Regulatory Commission
Thiruvananthapuram

Present : Shri Preman Dinaraj, Chairman
Shri K.Vikraman Nair, Member
Shri S.Venugopal, Member

OP 2/ 2018

In the matter of : Petition filed by M/s Anakampoil Power Private Limited under Section 86 (1) (e) of Electricity Act 2003 read with Kerala State Electricity Regulatory Commission (Power Procurement from Renewable Sources by Distribution Licensee) Regulations, 2013

Petitioner: M/s Anakampoil Power Private Limited

Respondent: 1. KSEB Ltd, Thiruvananthapuram
2. Energy Management Centre, Trivandrum.

Petitioner represented by: Smt. Rhea Luthra, Advocate
Sri. Tanmay Das, Director
Sri Santhosh Kumar, Manager
Sri Anand Sankar, Engineer

Respondent represented by: Sri. Bipin Sankar, Dy CE, KSEB Ltd
Sri. K G P Nampoothiri, EE, KSEB Ltd
Smt.Latha S V, AEE. KSEB Ltd

Order dated 20.07.2018

1. M/s Anakampoil Power Private Ltd (herein after referred to as the petitioner or M/s APPL) has filed a petition before the Commission on 09.11.2017 with the following prayers:
 - (a) Direct the KSEBL to forthwith execute the PPA with the Petitioner in terms of the RFP and the bidding documents;
 - (b) Direct KSEBL to construct and ensure completion of the evacuation facilities from the project switchyard of the Petitioner by April, 2018 to ensure that the Petitioner is in a position to generate and supply electricity from the SHP without any delay.
 - (c) Determine the generic tariff for the projects to be commissioned in the financial years 2017-18 and 2018-19; and
 - (d) Pass such further order(s) as deemed appropriate on the facts and circumstances of the case.

2. The summary of the issues raised by the petitioner is extracted below.
 - (i) The petitioner is a generating company is in the process of construction of an 8 MW small hydro generating station in Kozhikode (Chaliyar basin).
 - (ii) The State Government in the year 2013 had invited proposal for development of 62 small hydro projects (SHP) on Build, Own, Operate and Transfer (BOOT) basis for 30 years from the date of allotment of the project. The RFP and the model power purchase agreement to be signed with KSEB Ltd was also circulated.
 - (iii) The petitioner was successful in the bid and the State Government allotted the 6.75 MW Anakampoil small hydro project to them under the IPP category on BOOT basis, vide the allotment letter dated 29.07.2014.
 - (iv) Subsequently on 16.01.2015, the implementation agreement was signed between the petitioner and GoK as envisaged in the bidding documents.
 - (v) Further, the State Government vide the G.O dated 25.03.2015 approved the Techno Economic Feasibility Report submitted by the Petitioner and enhanced the capacity of the Project to 8 MW.
 - (vi) The petitioner paid Rs.187.2 lakh (@ Rs.23.4 lakh per MW) to the State Government as premium for allotting the project.
 - (vii) The petitioner completed the financial closure for the project, wherein the lender Power Finance Corporation (PFC) sanctioned Rs 44.10 crore as term loan to part finance the estimated project cost of Rs.63 crore.
 - (viii) The project is expected to be completed and commissioned by 31st July 2018. The petitioner has been regularly following up with KSEBL for execution of the PPA but no action is taken in this regard till date.
 - (ix) The tariff applicable for the sale of electricity by the petitioner to KSEBL is the generic tariff as determined by the Commission, which does not take into account the capital cost of the evacuation facilities. Furthermore, the aspect of cost of evacuation infrastructure up to interconnection point is to be included in the capital cost of the project. Therefore, the construction of the evacuation arrangements from the project site to the grid is the responsibility of KSEBL. The petitioner further submitted that the entire evacuation infrastructure has to be in place by April 2018 and further disbursement of fund is subject to the evacuation arrangement and the execution of PPA.
3. The Commission admitted the petition as OP 2/2018 and forwarded a copy of the petition to KSEB Ltd for their comments.
4. KSEBL vide letter dated 09.02.2018 submitted the following.

- (i) Anankampoil SHP (8 MW) in Kozhikode district was allotted to the petitioner on 29.07.2014 on BOOT basis by GoK in pursuance of the Kerala Small Hydro Policy 2012, for a period of 30 years from the date of the execution of the implementation agreement with the State government. The implementation agreement was signed with the State Government on 16.01.2015.
 - (ii) As per the decision of the State Government in the meeting convened by Hon'ble Chief Minister on 01.07.2017, KSEB Ltd decided to enter into PPA for purchasing power from the project at the project specific tariff fixed by KSERC or generic tariff, whichever is lower.
 - (iii) Existing Regulations do not provide for generic tariff for SHPs having capacity above 5MW, the petitioner will have to apply for project specific tariff with all details.
 - (iv) As per the paragraph 15 of the Kerala Small Hydro Policy 2012, it is the responsibility of the petitioner to construct the transmission facilities upto the inter-connection point through STU/KSEB as deposit work. Any modification/ upgradation of the substation of the KSEB and line strengthening beyond inter connection point shall be carried out by KSEB at the cost of the developer and can be considered towards the project cost.
 - (v) As per the clause 5.4(b) of the implementation agreement signed by the petitioner with the GoK, the transmission facilities upto the interconnection point shall be constructed by the developer as its own or through Board as deposit work at the cost and responsibility of the developer. Any modification/ upgradation of substation of the Board, which draws power from the project, shall be carried out solely by Board as deposit work at the cost of the company.
 - (vi) As per the Regulation 6(6) of the KSERC (Connectivity and Intrastate Open Access) Regulations, 2013 also, the cost of construction/installation of dedicated line or augmentation of the transmission or distribution system and associated facilities shall be borne by the petitioner. KSEB Ltd has not signed any PPA or agreement with the petitioner. The developer has the responsibility of constructing the dedicated line to the grid of KSEB Ltd at their own cost and KSEB Ltd as the STU is mandated only to provide connectivity as per the eligibility criteria specified in KSERC (Connectivity and Open Access) Regulations, 2013.
5. The Commission conducted the hearing on 12.2.2018 at the Court Hall of the Commission. When the matter came before the Commission for hearing, the advocate, appearing on behalf of the petitioner could not produce the 'vakalathnama'. As per the Regulation 30 of the KSERC (Conduct of Business) Regulation, 2003, 'an advocate (legal practitioner) appearing and acting in the proceedings on behalf of any person before the Commission

shall file a 'vakalathnama' duly executed by the person for whom he/she appears. Hence the Commission decided to adjourn the matter.

6. The petitioner vide the letter dated 26.02.2018 has filed the rejoinder to the remarks of the KSEB Ltd. The summary of the issues raised by the developer in the rejoinder is given below.
 - (i) There is no restriction in the KSERC (Renewable Energy) Regulations, 2015 for providing generic tariff for hydro projects having installed capacity above 5MW.
 - (ii) The draft PPA circulated in the bidding process was the PPA entered by the respondent KSEB Ltd with another SHP developer M/s Viyyat Power Private Ltd. It is not open to the respondent to discriminate between different small hydro project developers on the terms of the PPA.
 - (iii) The construction of the transmission line or the evacuation arrangement from the Petitioner's project site to the grid/sub-station is the responsibility of the Respondent.
 - (iv) The cost of the construction of the line is in any event to be a capital expenditure. If generator constructs the evacuation facilities, even for thermal generators the cost is covered as part of generation tariff. In case where the licensee builds the line, the servicing of the capital cost is allowed in the revenue requirements.
7. The petitioner vide the letter dated 09.03.2018 requested before the Commission for the urgent listing of the petition for hearing and the Commission scheduled the hearing at the court hall of the Commission on 10.04.2018. Adv. Rhea Luthra presented the petition on behalf of the petitioner.
8. The summary of the issues raised by the petitioner during the hearing is extracted below.
 - (i) The State Government had allotted the project to the petitioner as an IPP and as per the RFP documents the petitioner has to sign PPA with the KSEB Ltd. The project is expected to be commissioned by July 2018, however there was no initiative from KSEB Ltd to sign the PPA. However, now KSEB Ltd agreed to execute the PPA with the condition that, the tariff will be the project specific tariff to be determined by the Commission. It is the prerogative of the Commission to determine generic tariff or project specific tariff, and the petitioner has no difficulty in submitting the details, as required for determination of project specific tariff if necessary.
 - (ii) The argument of the KSEB Ltd that the cost of transmission line is to be borne by the developer is not correct. The evacuation facility

beyond delivery point, which is at gantry of the project, is to be developed by KSEB Ltd.

- (iii) The generic tariff determined by the Commission does not include cost of evacuation facilities. As per CERC regulations also, the cost of evacuation facilities upto interconnection only is included in the capital cost and concerned licensees are responsible for evacuation beyond interconnection point.
 - (iv) Sri. Tanmay Das, Director, M/s Anakampoil Power (P) Limited submitted that KSEB Ltd has demanded about Rs 6.00 crore as the proportionate cost of evacuation for the project and this will be added to project cost and ultimately reflected in the tariff. Also, the cost of evacuation varies from project to project across the State. The loan for the project is taken from PFC @ 12% interest and the petitioner has achieved financial closure.
9. Sri Bipin Sankar, Dy. Chief Engineer, on behalf KSEB Ltd submitted the following.
- (i) KSEB Ltd decided to purchase power from the Anakampoil SHP with the approval of the Commission.
 - (ii) As per the Small Hydro Power Policy, 2012 and also as per the Implementation Agreement signed by the petitioner with the State Government, the cost of evacuation facilities are to be borne by the developer.
 - (iii) KSEB Ltd has taken steps to construct evacuation facilities for the various SHPs developing at Chaliar basin and decided to share the cost among the developers on proportional basis. If there is any delay in completion of the evacuation facilities, the petitioner may be allowed connectivity and power can be injected to the grid through temporary arrangement.
 - (iv) KSEB Ltd has not appraised the draft PPA circulated along with the bid documents to the petitioner.
10. There was no representation from the second respondent, Energy Management Centre, Thiruvananthapuram.
11. The petitioner vide the submission dated 20.04.2018, has submitted the following additional points before the Commission for consideration.
- (i) The respondent KSEB Ltd demanded Rs 5.1393 crore from the petitioner, as proportionate cost of the evacuation facilities for the SHPs developing in the Chaliar basin.

- (ii) The petitioner vide the letter dated 13.04.2018, informed KSEB Ltd that, it shall bear only the cost of construction of evacuation for 7.5 km, 33 kV transmission line from the power house to the 33kV substation at Thaliparamba, since the cost of the above evacuation scheme only is included in the project cost as per the TEFRR approved by the Government of Kerala and in the detailed estimate of the project, based on which bid premium offered by the petitioner to the State Government.

Analysis and Decision of the Commission

12. The Commission has examined in detail the petition filed by M/s Anakampoil Power Private Ltd, the remarks of the respondent KSEB Ltd and other documents and details placed before it. The petitioner had placed copies of the Kerala Small Hydro Policy 2012, and the Implementation Agreement signed by the petitioner with the State Government, along with the petition.
13. The State Government, in pursuance of the provisions of the Kerala Small Hydro Policy 2012 had awarded the Anakampoil Small Hydro Project to the petitioner under IPP category to Build, Own, Operate and Transfer (BOOT) for thirty years from the date of allotment on 29.07.2014. Subsequently the petitioner had entered into the implementation agreement with the State Government on 16.01.2015.
14. The project is now under development and is expected to be commissioned by July 2018. As per the provisions of the Kerala Small Hydro Policy, 2012, the first right of purchase of power from the project is vested with KSEB Ltd at the tariff and other terms and conditions set forth by the Kerala State Electricity Regulatory Commission.
15. In the above background, the Commission has examined the prayers of the petitioner one by one.
16. The first prayer of the petitioner is to direct the KSEB Ltd to execute the PPA with the petitioner in terms of the RFP and the bidding documents.
Analysis
 KSEB Ltd, vide the letter dated 09.02.2018 and also during the hearing held on 10.04.2018 submitted that, they had decided to purchase the entire electricity generated from the project and to enter into PPA with the petitioner. Hence the first prayer of the petitioner become infructuous now.
17. The second prayer of the petitioner is to direct KSEB Ltd to construct and ensure completion of the evacuation facilities from the project switchyard of the petitioner by April 2018 at the cost of KSEB Ltd.

Analysis

The Commission has examined the prayer of the petitioner with reference to the provisions of the Kerala Small Hydro Policy 2012 and Implementation Agreement signed by the petitioner with State Government, the provisions of

the KSERC (Connectivity and Open Access Regulations), 2013 and other rules and regulations. The observation of the Commission in this issue is discussed below.

- (i) The paragraph 15 of the Kerala Small Hydro Policy 2012, specify as follows regarding evacuation arrangement.

“15. Evacuation Arrangement

15.1 The transmission facilities upto the inter-connection point shall be constructed by the developer through STU/KSEB as a deposit work at the cost and responsibility of the developer.

15.2 Interfacing including transformers, panels, protection, metering, as well as maintenance shall be undertaken by developer as per the specification and requirement of KSEB for which the developer shall bear the entire cost.

15.3 Any modification / up-gradation of the substation of the KSEB, which draws power from the project and line strengthening beyond inter – connection point, shall be carried out by the KSEB at the cost of the developer and can be considered towards the project cost.

15.4 The line constructed by the developer up to sub-station shall be vested with KSEB to transmit power through this transmission line.

- (ii) The clause 5.4 (b) of the implementation agreement deals with ‘construction of Transmission facilities for evacuation of power’, which is extracted below.

5.4 (b) Construction of Transmission facilities for evacuation of power

The transmission facilities upto the interconnection point shall be constructed by the developer either on its own or through Board as deposit work at the cost and responsibility of the developer. Any modification/upgradation of Substation of the Board, which draws power from the Project, shall be carried out solely by Board as deposit work at the cost of the Company. Carrying out transmission lines by the Company does not entitle the Company transmission license for that line and the Board shall have the right to transmit excess power through this transmission line. On completion of the interconnection facilities the developer has to get it validated and certified by Board/ any other agency authorised by the Government.

- (iii) As above, the Kerala Small Hydro Policy 20102, notified by the State Government, and also the Implementation agreement executed by the petitioner with the State Government specify the following.

- (a) The transmission facilities upto the inter connection point shall be constructed by the developer either on its own or through KSEB Ltd as deposit work at the cost and responsibility of the developer.

- (b) Any modification/ up gradation of the substation of the KSEB Ltd, shall be carried out by KSEB Ltd as deposit work at the cost of the Company.
- (iv) During the hearing, it was clarified before the Commission that, KSEB Ltd has already taken steps to construct the evacuation for the various SHPs in the Chaliyar basin having a total capacity of 48.5 MW, with a total cost of Rs 2300.98 lakh. This cost will be recovered from the developers on proportionate basis of the installed capacity developed by each one of them. Accordingly, KSEB Ltd has demanded Rs 513.93 lakh as share of the cost of evacuation facilities of the 8 MW Anakampoil SHP. A copy of the demand raised by KSEB Ltd is placed before the Commission for information. The demand raised by the KSEB Ltd includes the following.
- (a) Proportionate cost of construction of the substation proposed by the KSEB Ltd for evacuating the SHPs developing at the Chaliar basin.
- (b) The cost of construction of the 3.5 km 33 kV lines from the generator switchyard of the petitioner to the substation proposed by KSEB Ltd.
- (v) Subsequently, the petitioner on 20.04.2018 submitted that, they shall bear only the cost of construction of evacuation for 7.5 km, 33 kV transmission line from the power house to the 33kV substation at Thampalamanna on the reason that, the petitioner had estimated the project cost and offered the premium to the State Government, only to the extent of the evacuation scheme as above as part of the cost of the project.
- (vi) In this matter, as per Section 39 of the Electricity Act 2003, KSEB Ltd as the STU is empowered to plan and construct the evacuation scheme for the entire SHPs being developed in the Chaliar basin at the cost effective manner for the benefit of all the beneficiaries and stakeholders.
- (vii) The Regulations 4 to 9 of the KSERC (Connectivity and intra-State Open Access) Regulations, 2013 specify the procedures for getting connectivity to a generating station with the transmission and distribution system of KSEB Ltd. In the said Regulations, it is clearly specified that, the cost of construction of the dedicated line required for granting connectivity and also the cost of augmentation of the substations etc shall be borne by the generator. Further the provisions in the Kerala Small Hydro Policy 2012 and the Implementation Agreement signed by the petitioner with the State Government also envisages that the cost of the dedicated transmission system for evacuating power from the project and also the cost of modification and up gradation of the substation of the KSEB Ltd shall be borne by the petitioner.

- (viii) Vide the affidavit dated 20.04.2018, the petitioner has admitted that, the cost of construction of evacuation facility for 7.5 km, 33 kV transmission line from the power house to the 33kV substation at Thampalamanna was included in the project cost as per the TEFR approved by the Government of Kerala and in the detailed estimate of the project cost based on which bid premium was offered by the petitioner to the State Government. However, the transmission scheme now finalized by KSEB Ltd for evacuating the SHPs developing in the Chaliyar basin is different from the evacuation scheme originally envisaged at the time of awarding the project to the petitioner.
- (ix) The Commission has examined the entire issue. The transmission facilities from generator switchyard upto the nearest substation of KSEB Ltd shall be constructed by the developer either on its own or through KSEB Ltd as deposit work at the cost and responsibility of the developer. The petitioner shall also bear the cost for augmenting the distribution system of KSEB Ltd, if any, as per the Regulation 8 of the KSERC(Connectivity and Intra-State Open Access) Regulations, 2013. The petitioner can claim such cost as part of the capital cost of the project and the Commission may consider such costs while determining the tariff, after appraising the prudence of such claim.
- (x) It is also important to note that in a meeting held on 01.07.2017 and chaired by the Hon'ble Chief Minister, it was decided that, tariff for the RE projects henceforth shall be the project specific tariff as approved by this Commission. Further, the KSERC (Renewable Energy) Regulations, 2015 provides for generic tariff of Small Hydro up to 5 MW only.
- (xi) Considering all these aspects, the Commission has taken a considered decision to determine the project specific tariff for the Anakampoil SHP once the petitioner complete the project and achieve COD. The petitioner shall file proper application for determining the project specific tariff with all details and parameters including the total capital cost of the project as on COD with all supporting documents. The petitioner is at liberty to submit the details of the additional cost, if any, incurred on evacuation facilities borne by them as per the demand of KSEB Ltd over and above the evacuation cost of the original evacuation scheme as per the TEFR.
- (xii) Since the planned evacuation facility may take some time, the petitioner is advised to apply to KSEB Ltd for getting connectivity for their generating station with necessary details including the fees as per the KSERC (Connectivity and Open Access) Regulations, 2013. The petitioner has to construct the transmission facilities from generator switchyard upto the nearest substation of KSEB Ltd, either on its own or through KSEB Ltd as deposit work at the cost and responsibility of the developer. If the petitioner decides to construct the transmission facilities through KSEB Ltd as deposit work, the developer has to remit the cost of the evacuation facilities as specified under paragraph (ix) above. Once the petitioner remits the cost of the evacuation system

above, Respondent KSEB Ltd shall complete the evacuation system as per the timeline specified in the KSERC (Connectivity and Open Access) Regulations, 2013. In the event of any delay in completion of the evacuation system as per the open access regulations, KSEB Ltd shall be liable to pay penalty as per the provisions of the Electricity Act, 2003 and appropriate Regulations notified by the Commission.

- (xiii) If any difficulty is faced by the petitioner in getting connectivity after remitting the cost of evacuation facilities as above, the petitioner is at liberty to approach this Commission with relevant details.
18. The third prayer of the petitioner is to determine the generic tariff of the SHPs commissioned in the financial years 2017-18 and 2018-19.

Analysis

As discussed under paragraph 17(xi)& (xii) above, the Commission has taken a considered decision to dispense with the system of determining generic tariff. Henceforth, project specific tariff shall be determined once the project is commissioned and COD achieved. For determining the project specific tariff, the petitioner has to file an appropriate petition for determination of the project specific tariff with all details and parameters including the total capital cost of the project as on COD with supporting documents.

Order of the Commission

19. The Commission after duly examining the petition filed by M/s Anakampoil Power Private Ltd, the counter argument of the respondent KSEB Ltd, and other documents placed before it, here by orders that,
- (i) The respondent KSEB Ltd has confirmed their willingness to purchase power from the 8 MW SHP developed by the petitioner at the tariff and terms and conditions as decided by this Commission, the first prayer of the petitioner is answered in the affirmative.
- (ii) Regarding the second prayer of the petitioner, the Commission hereby direct the petitioner and respondent that,
- (1) The petitioner has to construct the transmission facilities from generator switchyard upto the nearest substation of KSEB Ltd, either on its own or through KSEB Ltd as deposit work at the cost and responsibility of the developer. If the petitioner decides to construct the transmission facilities through KSEB Ltd as deposit work, the developer has to remit the cost of the evacuation facilities as specified under paragraph 17 (ix) above.
- (2) The petitioner shall apply for connectivity for the generating stations with the grid of the KSEB Ltd as per the provisions of the KSERC (Connectivity and Open Access) Regulations, 2013 and KSEB Ltd shall grant connectivity as per the provisions of the said Regulations , and the petitioner shall also bear the cost for augmenting the distribution system of KSEB Ltd, if any, as

per the Regulation 8 of the KSERC(Connectivity and Intra-State Open Access) Regulations, 2013..

- (3) KSEB Ltd shall construct the substation and other evacuation facilities for the SHPs developing in the Chaliyar basin as per the time lines specified in the KSERC (Connectivity and Open Access) Regulations, 2013.
- (4) In the event of any delay in completion of the evacuation system as per the open access regulations, KSEB Ltd shall be liable to pay penalty as per the provisions of the Electricity Act, 2003 and appropriate Regulations notified by the Commission.
- (iii) The petitioner shall file proper application before the Commission with necessary and sufficient details with supporting documents for determination of the project specific tariff, after declaration of date of commercial operation.

The petition disposed off.

Sd/-
K.Vikraman Nair
Member

Sd/-
S.Venugopal
Member

Sd/-
Preman Dinaraj
Chairman

Approved for Issue

Sd/-
Santhosh Kumar. K.B
Secretary

ANAKAMPOIL POWER PRIVATE LIMITED

ANNEXURE P-8

Ref: APPL/KSEB/2019/19

Dated: 16th March, 2019

The Chief Engineer,
Renewable Energy and Energy Savings,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram, Kerala - 695004

Dear Sir,

Sub: 8 MW Anakampoil Small Hydro Electric Project – Request for the execution of the Power Purchase Agreement ('PPA') Reg.

Ref:

1. Our letter no APPL/KSEB/2015/020 dated 22nd Dec, 2015
2. Your letter dated 2nd Mar, 2016
3. Our letter no APPL/KSEB/2016/043 dated 2nd Mar, 2016
4. Our letter no APPL/KSEB/2016/075 dated 4th May, 2016
5. KSEB Letter No. D(T &SO)/T3/Iruvanjipuzha SHEP/2017-18, dated 13th Dec,2017
6. KSEBL Letter No. CE(REES)/SHEP-Anakampoil/2017-18/2288,dated 5th Jan,2018
7. Our Letter No. APPL/KSEBL/PPA/2018/09, dated 1st Feb, 2018
8. Our Letter No. APPL/KSEBL/PPA/2018/55, dated 13th April, 2018
9. Our Letter No. APPL/KSEBL/PE/2018/93, dated 1st August,2018
10. KSERC order dated 20th July, 2018 regarding petition no OP 02/2018 by APPL
11. Minutes of the Meeting held on 04/01/2019 in the chamber of Director (T&SO) to discuss the evacuation plan for various SHEPs at Eravinjipuzha River Basin

Kindly refer to our aforementioned letters and representations made by our officials on the captioned subject. You may be kindly aware that we, vide our letter Ref 3, had submitted all the documents required for the execution of the PPA to KSEBL. Subsequently, KSEBL had verbally communicated to us that a Letter of Comfort in this regard shall be issued shortly, which would be followed by signing of PPA. However, despite our continuous follow-ups, we received neither the proposed Letter of Comfort nor any communication regarding the same.

Meanwhile, KSEBL finalized a power evacuation scheme for Eravinjipuzha River Basin and vide their letter referred at s.no. 5 informed that the cost of power evacuation would be shared among the KSEBL and Private developers on Pro-rata basis. Further, we were verbally informed that PPA couldn't be executed without undertaking for readiness to bear the shared cost of power evacuation system. KSEBL, vide letter referred at s.no. 6, instructed us to confirm the cost sharing proposal.

Thereafter, Anakampoil Power Pvt. Ltd (APPL) had filed a petition with KSERC requesting necessary directions regarding power evacuation for the Project and execution of the PPA. KSERC, vide its order at Ref 6 (enclosed as **Annexure 1**), had provided necessary

TAVASYA
enabling dreams

Registered Office: 1/62/K/84, Plot No 84, Kavuri Hills, Phase-II, Hyderabad - 500081

040-23558701/720 040-23110775 contactus@rehpl.co.in www.rehpl.co.in

directions in these regard. During the hearing of aforesaid Petition, KSEBL had also confirmed that it would execute the PPA with APPL. However, PPA could not be executed immediately as the power evacuation arrangement was yet to be finalized.

Subsequently, we had requested Government of Kerala for its intervention to bring clarity regarding power evacuation and the issue got sorted out in a way described in MOM at Ref 11 (enclosed as **Annexure 2**). Now, the PPA can be executed in the line of the draft PPA provided in the tender documents (enclosed as **Annexure 3**). You may please note that the Project is expected to be commissioned by May 2019.

We, therefore, request your good self to kindly initiate the process of the execution of the PPA at the earliest.

Thanking you in anticipation of your prompt response,

Yours faithfully

For and Behalf of APPL



(Tanmay Das)
Director

Encl: As Above

23/12/2020

Tavasya Mail - Fwd: Anakkampoil PPA fwdg. -reg.



Santosh Kumar <santosh@tavasya.com>

Fwd: Anakkampoil PPA fwdg. -reg.

1 message

Anand Sankar <anandsankar88@gmail.com>
To: santoshkumar@aicsolar.in
Cc: Gautam Kumar <gautamkumar@ksk.co.in>


Sat, Mar 23, 2019 at 11:32 AM

Please find the PPA draft received from CEREES.

Regards
Anand Sankar

----- Forwarded message -----
From: Chief Engineer-REES, KSEB <cerees@kseb.in>

>>> Chief Engineer-REES, KSEB 03/23/19 10:26 AM >>>
Sir,
Please find the attachment.

 approved and initialled PPA Pathankayam (1).pdf
567K



KERALA STATE ELECTRICITY BOARD LIMITED

358

(Incorporated under the Indian Companies Act, 1956) CIN:U40100KL2011SGC027424
Office of the Deputy Chief Engineer (Commercial & Planning)
8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala.
Telephone: +91 471 2514473, 9446008581 Fax: 0471 2514405
E-mail: cecomm1@ksebnet.com, dcecomm1@ksebnet.com

No:CML-EE2-AEE-2/PKM SHEP/2017-18/CE(C&T)/370

Dated:22.1.2018.

To
M/s Minar Renewable Energy Projects Pvt. Ltd.
Kandappanchal, Mundoor, Kodancherry,
Kozhikkode-673560

Sir,

Sub :- Execution of PPA-KSEBL Approved modifications-8MW PATHANKAYAM SHEP- reg

Ref :- Letter no. MREPPL/PKM/PPA/54/2017-18 dated 29.12.2017 of M/s Minar
Renewable Energy Projects Pvt. Ltd.

Please refer to the above.


Board has considered the suggestions contained in your letter cited above and has approved the following modifications in the draft Power Purchase Agreement with respect to Pathankayam SHEP

- 1.Insertion of Clause on definition 1(aj) "*Implementation Agreement- the agreement dated 10/4/2015 entered into between the Government of Kerala and the Company for this Project.*"
2. Para (2) under Clause 5.3 read as "*In case power is available with the Developer and KSEB Ltd. does not schedule the plant, KSEB Ltd shall provide open access facility to the Developer to transmit the power through its network to avoid spillage of water consequent to the non scheduling of plant, subject to the Regulations issued by the Commission, as amended from time to time.*" is deleted.
3. Clause 5.4 modified as "*Tariff for power generated from the project shall be project specific tariff as determined by the Commission or generic tariff notified by the Commission, whichever is lower .*"

The PPA as modified above is initialed and attached herewith for initialing at your end before submission to Hon'ble KSERC.

acc: initialed PPA

Yours faithfully


Deputy Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer

POWER PURCHASE AGREEMENT
BETWEEN
KERALA STATE ELECTRICITY BOARD LIMITED
AND
MINAR RENEWABLE ENERGY PROJECTS PVT LTD
FOR SALE OF POWER FROM PATHAMKAYAM
SMALL HYDRO ELECTRIC POWER PLANT(8MW)

Datedday of2018

This Power Purchase Agreement, hereinafter called Agreement entered into on thisday of2018

Between

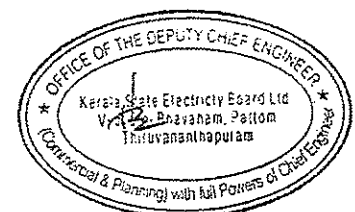
Kerala State Electricity Board Limited a company incorporated under the Companies Act, 1956 and having its registered office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram represented by Sri./Smt.(here enter Name and Designation), hereinafter referred to as '**KSEB Ltd**' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as a party of the **First Part** and

Minar Renewable Energy Projects Pvt.Ltd having its Head Quarters at Kandappanchal, Mundoor Kodancherry, Kozhikode-673580 and registered office at 2/415, Anappuram, Nakshathra Nagar, Chandra Nagar, Palakkad-678007 represented by Sri./Smt.(here enter Name and Designation), hereinafter referred to as the '**Developer**' (which expression, shall unless repugnant to the context or meaning thereof, include its successors and assignees) as a party of the **Second Part**.

Whereas Government of Kerala has accorded approval to Minar Renewable Energy Projects Pvt. Ltd. for setting of Pathamkayam Small Hydro Electric power plant of capacity 8 MW at Kozhikode District, herein after referred to as the 'Project'.

AND WHEREAS the project is fully owned, operated and maintained by M/s. Minar Renewable Energy Projects Pvt. Limited, Kandappanchal, Mundoor P.O, Kodancherry, Kozhikode-673580

AND WHEREAS KSEB Ltd is desirous of purchasing all the declared capacity of energy generated from the Project and the Developer is willing to sell the same to KSEB Ltd, on mutually agreed terms and conditions.



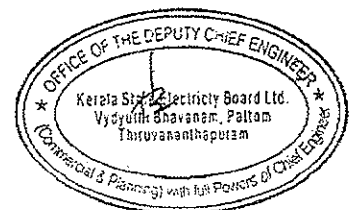
The terms and conditions of the PPA are as per prevailing KSERC Regulations and any changes that may occur in future shall be applicable for all operating norms or any other parameters.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, it is hereby agreed by and between the Parties hereto as follows.

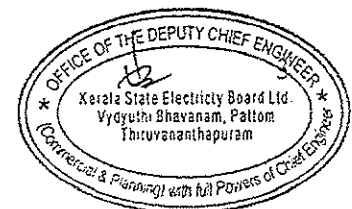
1.0 Definitions

In this Agreement unless the context otherwise requires

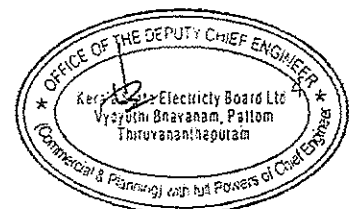
- | | | |
|----|---------------------------------|--|
| a. | Agreement | means this Power Purchase Agreement dated as of the date hereof, as the same may be amended, supplemented or modified from time to time in accordance with the terms and conditions hereof. |
| b. | Authority | means the Central Electricity Authority |
| c. | Billing Date | means the 5 th business day after the metering date. |
| d. | Billing month | means the calendar month starting with the metering date. |
| e. | BOOT | Means Built Own Operate and Transfer the project in accordance with the prudent utility practices as per the terms and conditions set forth in this agreement for a period from the date of allotment till expiry/termination of implementation agreement. |
| f. | BOOT Period | Shall have the meaning assigned to it in the Implementation Agreement. |
| g. | Commission | means the Kerala State Electricity Regulatory Commission referred to in sub-section (1) of Section 82 of the Electricity Act 2003. |
| h. | Contracted Capacity | capacity contracted by KSEB Ltd under Article 3.1 of this Agreement. |
| i. | Co-ordination Committee | means a committee constituted by the parties comprising of members of both the Developer and KSEB Ltd for the purpose of co-ordination of the commissioning and operation of the interconnection and transmission facilities and the power station and their co-ordination with the grid system. |
| j. | Commercial Operation Date (CoD) | means in relation to unit or block the date declared by the Developer after demonstrating the maximum installed capacity through a successful trial run after notice to the beneficiaries and in relation to the generating station as a whole the date of commercial operation of the last unit or block of the generating station. |
| k. | Day | shall mean 24 (twenty four) hour period beginning and ending at 12.00 midnight, Indian Standard Time (IST). |
| l. | Due date of Payment | means the 15 th day on receipt of bill. If such day is not a Business day the due date will be the next Business day. |



- m. Evacuation facilities shall mean transmission facilities built from the interconnection point in the Developer's switchyard up to the existing transmission line of KSEB Ltd which will be constructed by the Developer and transferred to KSEB Ltd.
- n. Force Majeure shall have the meaning set forth in article 7 hereof.
- o. Generating Unit means one set of hydro turbine generator and auxiliary equipment and facilities forming part of the Project. The project comprises 3 units of 2x3.5 MW and 1x1 MW machines.
- p. Grid Code means the Kerala State Electricity Grid Code specified by the Commission from time to time.
- q. Inter connection Point Shall mean gantry point in the project switch yard at 33 kV level from where the evacuation system starts.
- r. Inter connection facility shall mean such facilities installed by the Developer to enable grid system of KSEB Ltd to receive the delivered energy from the Project at the interconnection point.
- s. Maintenance Outage shall mean an interruption or reduction of the generating capability of the Project for the purpose of performing work on specific components of the Project, the work which should not, in the reasonable opinion of the Developer be postponed until the next scheduled outage.
- t. Metering Date shall mean the first working day of each calendar month for a scheduled time mutually agreed between the parties. However the metering date of the financial year ends at 24:00 hrs on 31st March of subsequent year and so on.
- u. Metering point shall mean the point located at the interconnection point at which the energy delivered is metered.
- v. Main meter, Check meter and Standby Meter shall mean the meter for measurement and checking of import/export of energy on the outgoing feeders for Deviation charges/Energy account.
Check Meter means a 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.
Standby meter means a meter connected to CT and VT, other than those used for main meter and check meter. If both main meter and check meter are not working, the reading of stand by meter is used for accounting and billing of electricity.
- w. Open Access Facility means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission



- x. Prudent Electrical Practices means the use of equipment, practices and methods, as required to comply with applicable codes, standards and regulations in India to protect the electrical system, employees, agents and customers of KSEB Ltd from malfunctioning by the Project and to protect the Project and Developer's employees and agents from malfunctioning by the grid system of KSEB Ltd.
- y. Prudent Utility Practices mean those practices, methods, techniques and standards as changed from time to time that are generally accepted internationally for use in electric utility and power generation industries (taking into account conditions in India), and used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipments lawfully, safely, efficiently and economically, as applicable to the power station of the size, service and type of the Project and that generally conform to the manufacturer's operation and maintenance guidelines.
- z. Performance tests shall mean the tests specified by the Co-ordination Committee.
- aa. Project facilities shall mean buildings, diversion structure, dam/weir, water conductor systems, forebay, powerhouse, switchyard, tailrace, all energy producing equipment and its auxiliary equipment, switchgear, transformer, protection equipment, access road, evacuation line up to Inter connection Point and the like, necessary to deliver the electrical energy of the powerhouse to KSEB Ltd at the Inter connection Point.
- ab. Reactive Energy means the integral reactive power with respect to time and measured in the unit of Volt Ampere hours Reactive (VARh) or standard multiples thereof.
- ac. Scheduled Outage means a planned interruption or reduction of the generating capability of a unit or the power station for inspection, testing, preventive maintenance, corrective maintenance, repairs, replacement or improvements which has been scheduled by the Developer after receiving concurrence from SLDC.
- ad. Synchronisation Date shall mean the date on which the Project starts delivering electrical energy generated from the Project into the system of KSEB Ltd for testing and initial start up.
- ae. State Transmission Utility (STU) means Kerala State Electricity Board Ltd or a Government Company notified by the Government of Kerala under sub-section (1) of Section 39 of the Electricity Act 2003.
- af. State Load Despatch Centre (SLDC) means the Centre established under Section 31 of the Electricity Act 2003.



- ag. Termination Notice means the notice of Termination by either party to the other party in accordance with the provisions of this agreement.
- ah. Termination means the early termination of this Agreement pursuant to the Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not unless the context otherwise requires include the expiry of this Agreement due to efflux of time in the normal course.
- ai. Termination Date means the date on which the Termination occurs, which shall not be less than 60 days from the date of Termination Notice.
- aj. Implementation Agreement the Agreement dated 10/4/2015 entered into between the Government of Kerala and the Company for this project"

2.0 Effective date and Term of Agreement :

This Agreement shall come into force at once and remain operative for BOOT period from the date of commencement of Commercial Operation. The term of the Agreement may be extended for further period by mutual agreement with modification as considered necessary and mutually agreed.

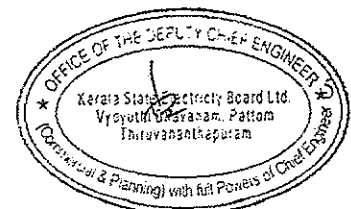
3.0 Installed Capacity :

Installed capacity or IC means the summation of the name plate capacities of all the units of the generating station or the capacity of the generating station (reckoned at the generator terminals) approved by the Commission from time to time.

- 3.1 The installed capacity of the project is 8 MW and the contracted capacity to KSEB Ltd is also 8MW.
- 3.2 The project is being developed as a small hydro electric plant based on renewable energy source.

4.0 Plant Operation and Maintenance, Evacuation facilities:

- 4.1 The Developer shall construct the Project as per the technical standards prescribed by the Authority and operate the Project in a safe manner during the term of the Agreement in accordance with the Kerala State Electricity Grid code 2005 and its amendments from time to time. It shall comply with the statutory/regulatory measures applicable to the construction and operation of the project promulgated by the Government of Kerala /Government of India/KSERC (Commission).
- 4.2 The Developer shall be responsible for designing, implementing and maintaining protection system of the entire equipment for safe operation of the Project/project facilities as per the Prudent Utility Practices, Prudent Electrical Practices and KSEGC and its amendments from time to time.



- 4.3 Energy sold from the project, shall be metered at the interconnection point.
- 4.4 The developer shall declare the date of commercial operation (CoD), considering the proposal and result of the performance test furnished by the Co-ordination Committee.
- 4.5 The Project shall maintain the standards as per CEA (Technical Standards of Connectivity to the Grid) Regulations 2007.

5.0 Metering, Tariff and Energy Accounting

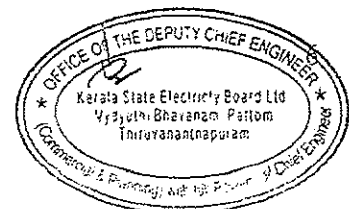
The Developer shall provide to the State Load Despatch Centre (SLDC), the generation summation outputs. The Developer shall provide other logged readings, which the SLDC may reasonably require, for monitoring purposes.

- 5.1 Metering : Both meters (main and check) and associated equipments (CT & PT) shall be of 0.2S class accuracy. The parties shall undertake a joint reading of the meters on the metering date. A standby meter also to be installed by the Developer to take readings in case of failure of Main and Check meters.

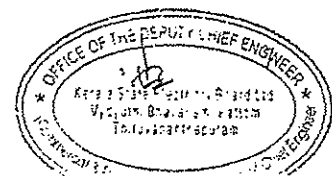
The main and check meters shall be checked jointly at the installation as per CEA (Installation and Operation of Meters) Regulations 2006. Data shall be downloaded from the meters at regular intervals as decided by SLDC for preparation of energy account. If the main meter or check meter is found to be not working at the time of meter readings or at any other time, the Developer shall inform SLDC of the same.

Periodic testing of both main and check meters shall be carried out in the presence of representatives of Developer and KSEB Ltd as per procedure laid out in CEA (Installation and Operation of Meters) Regulations 2006 and its amendments from time to time. For any testing and/ or replacement, notice of seven days shall be given. Calibration of main and check meters shall be done as per the CEA (Installation and Operation of Meters) Regulations 2006 and its amendments from time to time. Cost of calibration of the meters and associated equipments shall be borne by the Developer. The faulty metering equipments shall be replaced by the Developer at their cost.

- 5.2 Energy Accounting: Both the parties agree to facilitate issue of energy accounts by 1st day of every month. Developer shall prepare and submit bills to KSEB Ltd. on the basis of such energy accounts. The energy accounts so prepared shall be binding on all the parties for billing and payment purposes. Any change in the methodology of energy accounting shall be done only as per the decisions taken in the appropriate fora and both the parties agree to abide by the methodology so finalized.



- 5.3 From and after the CoD of the Project/ generating unit, the Developer agrees to sell the contracted energy to KSEB Ltd. and KSEB Ltd. agrees to purchase energy from the Developer at the interconnection point, subject to the terms and conditions of this Agreement, during the term of this Agreement or till the termination date in the event of termination.
- 5.4 Tariff for power generated from the project shall be project specific tariff as determined by the Commission or generic tariff notified by the Commission, whichever is lower.
- 5.5 The charges for power drawn by the Developer from the grid of KSEB Ltd during construction period, testing and pre-commissioning period, maintenance/ shutdown period of the plant shall be billed by KSEB Ltd on monthly basis at the tariff decided by the Commission.
- 5.6 The Developer shall ensure reactive power generation/ absorption as per the terms laid out in KSEGC(Kerala State Electricity Grid Code). In the event of any conditions not specified in the KSEGC, the relevant clauses of Indian Electricity Grid Code (IEGC) shall be applicable. Reactive power transaction shall be billed as per the relevant regulations.
- 5.7 Benefits, if any offered for the renewable power project such as tax holiday benefits, benefits accruing on account of carbon credit etc. may be shared between the Developer and KSEB Ltd as per the norms of the Commission, amended from time to time.
- 5.8 Renewable Purchase Obligation (R.P.O) : The entire energy procured by KSEBL will be accounted against RPO of KSEBL and the developer will not have any claim with respect to such power for renewable energy certificates or any such instruments.
- 6.0 Billing and Payment**
- 6.1 Billing date is the 5th business day after the metering date. Due Date of payment is the 15th day from the date of receipt of bill. Business day means a day other than Sunday or a statutory holiday on which banks remain open for business in the state of Kerala. The Developer shall furnish a bill to KSEB Ltd on the billing date in such a form as may be mutually agreed by KSEB Ltd and the Developer for the billing month. Each bill for a billing month shall be payable by KSEB Ltd on or before the Due Date of Payment, in Indian Rupees by transferring credit / cheque to the account of Developer with State Bank of India at If the Due Date is a not a business day, the next business day both for the Bank and KSEB Ltd shall be the Due Date. The Developer shall provide



proper receipt to KSEB Ltd for the amount credited to their account within 5 days of credit.

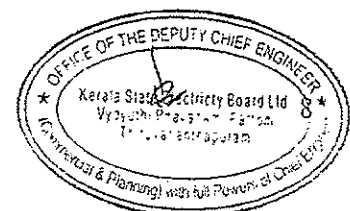
- 6.2 The monthly bill will be assumed as undisputed unless KSEB Ltd informs the Developer within 5 days of receipt, that the bill is disputed with the reasons thereof. In any event KSEB Ltd shall pay the Bill on the Due Date of Payment and in case of any dispute, 90% of the total bill amount shall be paid and in the event of resolution of dispute the balance amount shall be released/ recovered with interest, if it exceeds 60 days of time.
- 6.3 The adjustments, if any, on account of any additional claims or errors in the billing for a month shall be made through a supplementary bill and shall also be paid / adjusted with the bill of the next month.
- 6.4 If KSEB Ltd pays the amount due within the due date of payment, then a rebate of 2% shall be given to KSEB Ltd by the Developer. The rebate shall be availed in advance at the time of payment.
- 6.5 If KSEB Ltd does not pay the amount due within 60 days from the date of billing, then KSEB Ltd shall pay interest @ 1.25% per month for such belated payment from the date on which payment was due until the payment is made in full.

7.0 Force Majeure

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God, emergency shutdown of the line for immediate maintenance or repairs, or any other such reason beyond the control of concerned party. Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/ drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

8.0 Dispute Resolution

All disputes or differences of any kind between the parties arising out of or in connection with this Agreement including any issue on the interpretation and scope of the terms of this Agreement shall be mutually discussed and amicably resolved within 90 days. In the event that the parties are unable to resolve the disputes as stated above, the same shall be referred to the Commission by either party.



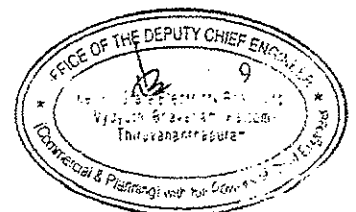
9.0 Termination

In the event of a continuing default by way of violations of the terms and conditions of the Agreement by either party lasting for more than 60 days, except in force majeure conditions, the other party shall issue a termination notice to the defaulting party. If the defaulting party does not cure the default within 30 days from the date of termination notice, the other party shall have the right to seek termination of the Agreement on a date, which shall not be less than 60 days from the date of Termination Notice.

In case, an agreement for the purchase of electricity is terminated before the expiry of agreement period, the generator or purchaser shall not be eligible for any incentives under the regulation approved by the Commission till the date of expiry of original period of the power purchase agreement or till the completion of 3 years from the date of termination of the power purchase agreement whichever is later.

10.0 Miscellaneous Provisions

- 10.1 The obligations of the Developer under this Agreement shall become effective on fulfillment of conditions specified below and on due intimation to KSEB Ltd:
- (i) Received all clearances, statutory or otherwise required to execute and operate the Project.
 - (ii) Obtained approval of the Commission for the terms and conditions of this Agreement.
- 10.2 Procurement of power from the Project shall be as per the applicable rules and regulations in this regard.
- 10.3 The Developer represents and warrants to KSEB Ltd that the Developer is duly organised and validly existing under laws of India and has all requisite legal power and authority to execute this Agreement and carry out the terms and conditions and provisions thereof.
- 10.4 In case of change in law or restriction imposed by Regulator (Central or State) and Appellate Tribunal on any aspect for purchase of power, the same shall be binding on both the parties.
- 10.5 The Developer shall at his cost and expenses, purchase and maintain by re-instatement or otherwise, during the operations period insurance against any loss, damage or destruction of the Project facilities, at replacement value; the Developer's general liability arising out of the License; liability to third parties; Fire protection coverage insurance; and any other insurance that may be necessary to protect the Developer, his employees and his assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.



- 10.6 Under no circumstances KSEB Ltd shall undertake any contingent liability by way of providing guarantee etc. for Developer for implementing the Project.
- 10.7 Any variation, waiver or modification of any of the terms of this Agreement shall be valid and signed by/or on behalf of the parties hereto and agreed by the Commission.
- 10.8 All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered Mail / Speed Post of Department of Posts with an acknowledgement due to the other parties in terms of implementation of the Agreement.

IN WITNESS whereof the Parties have executed this agreement at Thiruvananthapuram on the date above mentioned.

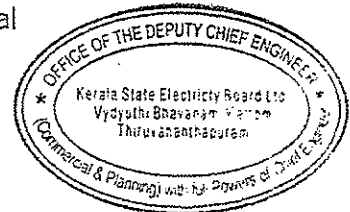
For and on behalf of
M/s. MINAR Renewable Energy Projects
 Pvt. Limited

For and on behalf of
KERALA STATE ELECTRICITY BOARD LTD.

[Signature]
PRADEEP. B
 DEPUTY CHIEF ENGINEER (COMMERCIAL & PLANNING)
 with Full Powers of Chief Engineer
 Kerala State Electricity Board Limited
 Vidyuthi Bhavanam, Pattom P.O
 Thiruvananthapuram-695 004

Signature with seal

Signature with seal



Witness:

1.

2.

- Witness:
- 1. *[Signature]* 24/1/18
 Sangeetha S
 EE-II Commercial
 - 2. *[Signature]*
 22/1
 Sheelini Cyril P
 AEE-I Commercial

ANAKAMPOIL POWER PRIVATE LIMITED

ANNEXURE P-10

Ref: APPL/KSEB/PPA/2019/49

Dated: 29th May, 2019

The Chief Engineer (REES),
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam,
Pattom, Thiruvananthapuram
Kerala - 695004

Sub: 8 MW Anakampoil Small Hydro Electric Project – Power Purchase Agreement ('PPA') Reg.

Ref: KSEBL email dated 23rd March 2019

Dear Sir,

At outset, we express our sincere thanks to KSEBL for sharing the draft PPA with us.

We hereby enclosed our observation/comments (mentioned in track change mode) on draft PPA for your kind perusal and necessary action.

Thanking you in anticipation of your prompt response,

Yours faithfully

For and Behalf of APPL



(Tanmay Das)
Director

Encl: As Above

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10



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956) CIN:U40100KL2011SGC027424
Office of the Deputy Chief Engineer (Commercial & Planning)
8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala.
Telephone: +91 471 2514366, E-mail: dce.cp@kseb.in

No:CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/73

Dated:01.8.2019.

To
M/s Anakampoil Power Projects Pvt. Ltd.
Plot No. 304-L-III, Third Floor, Road No.78,
Jubilee Hills. Hyderabad, Telengana-500096.

Sir,

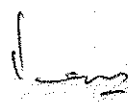
Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

- Ref :-1. Letter no. APPL/KSEB/PPA/2019/49 dated 29th May 2019 of M/s Anakampoil Power Private Limited.
2. Letter No. CE(REES)/SHEP-Anakampoil/19-20/422 dated 15/6/2019 of Chief Engineer (RE&ES)
3. KSERC order no. OP2/2018
4. Letter no. CETRN/E6/SHEP/2019-20/563 dated 12/7/2019 of Chief Engineer (Transmission North) addressed to M/s MREP and M/s AHPL.

Please refer to the above. Vide letter referred (2) above your request regarding execution of PPA of Anakampoil SHEP has been forwarded to this office. On perusal it is noted that many substantial modifications are suggested in the draft PPA format furnished by Chief Engineer (REES), KSEBL. It may be noted that the terms and conditions of PPA followed by KSEBL cannot be significantly different among different generators and accordingly the suggestions are not acceptable.

Further, compliance of the direction of KSERC order vide ref(4) above viz 'the petitioner has to construct the transmission facilities from the generator switchyard upto the nearest substation of KSEB Ltd, either on its own or through KSEBL as deposit work at the cost and responsibility of the developer 'may be reported at the earliest.

Yours faithfully


Deputy Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer


9/8


9/8

ANAKAMPOIL POWER PRIVATE LIMITED

ANNEXURE P-12

No. APPL/KSEB/PE/2019/73

Dated: 31th Aug, 2019**The Deputy Chief Engineer (Commercial & Planning),**

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala – 695004

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District – Power Purchase Agreement Reg.

We are in receipt of your letter at Ref 9.

As you are kindly aware, we were allocated the captioned Project by Government of Kerala (GOK), vide its letter at **Ref 2**, through a competitive bidding under the tender at **Ref 1**, made in accordance with the Small Hydro Power Policy 2012 of GOK.

The said tender documents inter-alia comprised of drafts of model Implementation Agreement and model Power Purchase Agreement ('PPA') for Independent Power Projects ('IPPs'). We had subsequently executed Implementation Agreement at **Ref 3** with GOK in line with the model Implementation Agreement.

You may please note that Power Finance Corporation Limited ('PFC'), our Lender, appraised our project on the basis of terms and conditions of the aforementioned tender documents, including model PPA and sanctioned the term loan of Rs.44.1 crore for the project.

In the meanwhile, KSEBL had shared a separate draft PPA, vide email at **Ref 5**, for our review. We had then vide our letter at **Ref 6**, sent our observations in a track change mode, which was strictly in accordance to the model PPA enclosed in the tender

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document, without making any changes to the terms and conditions contained in your draft PPA.

We wish to bring to your kind notice that we have not made any "substantial" modification to your effort and our effort was only limited to align your draft with the model PPA enclosed in the tender. We had taken up this effort only with a view to comply with PFC's lending requirement as the bankability of the project was done strictly on the basis of the tender floated by GOK. We also appreciate the need to enter into a common PPA format for all the projects emanating from the aforementioned tender of GOK and are willing to present our case in person, if you feel it is necessary.

Further, we are pleased to inform you that we, vide our letter at Ref 11, have submitted the demand draft of Rs. 44.08 Lakh to the office Chief Engineer (Transmission North), according to the instructions of KSEBL vide its letter at Ref 10. The entire material for the transmission line has already been delivered at the site.

We are in an advanced stage of implementation of the project, which is expected to be completed in next month's time. We, therefore, request your good self to kindly approve the draft PPA so as to file it with the Honourable Commission at the earliest.

Thanking you.

Yours faithfully,
For Anakampoil Power Private Limited,



(Director)

Copy to: The Director (Transmission), Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala - 695004.

ANAKAMPOIL POWER
PRIVATE LIMITED**ANNEXURE P-13**

No. APPL/KSEB/PPA/2019/90

Dated: 04th Dec, 2019**The Deputy Chief Engineer (Commercial & Planning),**

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Dear Sir,


We are pleased to inform you that erection of water conductor pipe and penstock is completed and civil work of weir is going at full swing which is expected to complete by mid-December. Further, the erections of electro- mechanical equipment including the switchyard have also been completed.


As you are kindly aware, we have also deposited Rs. 44.08 Lakh to the office Chief Engineer (Transmission North) for power evacuation system according to the instructions of KSEBL vide its letter at Ref 10. The cable laying work is going on and the entire material for the transmission line has already been delivered at the site.


Further, we vide our letter Ref at 12 have also submitted our observation/comments of draft PPA shared by KSEBL.

1 of 2


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 040-23110775


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We, therefore, request your good self to kindly approve the draft PPA so as to file it with the Honourable Commission at the earliest as the Project is expected to complete in mid-December.

Thanking you in anticipation of your prompt response.

Yours faithfully,
For Anakampoil Power Private Limited,



(Director)

Copy to: The Director (Transmission), Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala – 695004.



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956) CIN:U40100KL2011SGC027424
Office of the Deputy Chief Engineer (Commercial & Planning)
8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala.
Telephone: +91 471 2514366, E-mail: dce_cp@kseb.in

375

ANNEXURE P-14

No:CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321 Dated: 13.01.2020.

To
M/s Anakampoil Power Projects Pvt. Ltd.
Plot No. 304-L-III, Third Floor, Road No.78,
Jubilee Hills, Hyderabad, Telengana-500096.

Sir,

Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

- Ref :-1. Letter no. APPL/KSEB/PPA/2019/49 dated 29th May 2019 of M/s Anakampoil Power Private Limited.
2. This office reply even no. 173 dated 9.8.2019.
3. Your letter no. APPL/KSEB/PPA/2019/90 dated 04th Dec 2019.
4. Tender Documents No.SHPC/RFP2/13 dated 30th July 2013

Please refer to the above. Vide letter referred (1) above your request regarding execution of PPA of Anakampoil SHEP has been forwarded to this office. On perusal it was noted that many substantial modifications are suggested in the draft PPA format furnished by KSEBL. The difficulty of KSEBL to accept the deviations was communicated vide ref (2) above. But under vide ref (3) you have insisted on the modifications based on the model PPA attached with the Request for Proposal published along with the bidding documents vide ref (4).

Please note that the mentioned model PPA refers to the PPA executed between KSEBL and M/s Viyyat Power Private limited for Iruttukanam Stage I SHP. This project was awarded to M/s Viyyat on BOOT basis through tariff based competitive bidding route by GoK. M/s Viyyat had quoted the lowest levelised tariff for subject project and was awarded vide GoK order no. GO(MS) No.16/04/PD dated 21.6.2004. The quoted tariff for the entire BOOT period was adopted by KSERC.

Anakampoil project was allotted by GoK vide GO(MS) No.23/2014/PD dated 21/07/2014 along with 25 Small Hydro Projects for implementation through private participation as IPP/PPP mode through competitive bidding on BOOT basis for 30 years. The basic criteria for allotment for IPP under this bid process is noted as the highest quoted upfront premium greater than or equal to the threshold premium of Rs. 15 lakhs/MW or part thereof from the prequalified bidders subject to the respective bidding limits already allotted at the RFQ stage.

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www.kseb.in

In this mode of allotment, the tariff for such projects are finalised by KSERC in accordance with project specific features and approval is issued based on the terms and conditions agreed between the allottee and KSEB Ltd. The standard draft model PPA already forwarded to you is the format approved by KSERC for projects whose tariff is determined by Hon'ble Commission based on allotment other than on tariff based competitive bidding.

Hence it may please be noted that the model PPA provided as part III of RFP is only a reference document and it is clearly mentioned therein that the same is subject to the final approval of KSERC. It may be noted that the terms and conditions of the PPA format forwarded by KSEBL is similar to the PPAs being approved by KSERC presently. KSEB Ltd cannot follow a different format at this stage. The draft PPA forwarded to you is not likely to adversely affect the bankability of the project viz a viz the model PPA forming part of the RFP in any manner. It may be noted that KSEBL is now following the PPA draft forwarded to you in respect to all SHEP's awarded by the Government for implementation as IPP's. Thus only project specific deviations can be made in the PPA format already furnished by KSEBL, which if any, may be furnished.

Deputy Chief Engineer (Copr)
with full power

1/1
1/1

ANNEXURE P-15 (Colly)

ANAKAMPOIL POWER PRIVATE LIMITED

Dated: 6th Feb, 2020

No. APPL/KSEB/PPA/2020/012

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004
Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020

We are in receipt of your letter at **Ref 13**, wherein you have mentioned that the model PPA provided in our tender referred to a PPA executed between KSEBL and another developer, wherein the Project was awarded through the tariff based competitive bidding. Hence, KSEBL cannot follow this format in our case.

You may please note that Government of Kerala had made the model PPA a part of the tender document, being fully aware that the Project is going to awarded on the basis of the highest quoted upfront premium greater than or equal to the threshold premium of Rs. 15 Lakh/MW or part thereof. Based on this critical techno commercial document enclosed in the tender, we had submitted our bid for upfront premium and more importantly, our lender had assessed the bankability of the project for sanctioning the project Loan. Further, neither we nor Power Finance Corporation, our lender, were privy to the origin of the model PPA. While we do appreciate that the model PPA is only a reference document, we as well as our Lender had not expected an entirely new draft of the PPA with major deviation to the model PPA. Therefore, without trying to precipitate

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this issue any further, we had made changes in the draft PPA shared with you, strictly in line with covenants in the model PPA as well as the extant CERC guidelines, wherever necessary.

As you have pointed out in your letter, we also endorse the fact that the PPA format shall be subjected to the final approval of the KSERC. Hence, any observation made by the KSERC will be binding on us. Please note that this draft condition has also been prima-facie accepted by our Lender.

We, therefore, once again request your goodself to table the modified draft submitted by us with your comments to KSERC for obtaining the final approval.

Thanking you in anticipation of your prompt response.

Yours faithfully,
For **Anakampoil Power Private Limited,**



(Director)

Copy to: The Director (Transmission), Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala – 695004.



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956) CIN:U40100KL20115GC027424
 Office of the Deputy Chief Engineer (Commercial & Planning)
 8th Floor, Vydyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala.
 Telephone: +91 471 2514366, E-mail: dce.cp@kseb.in

No: CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(O&T) 394 Dated: 18.03.2020.

M/s Anakampoil Power Projects Pvt. Ltd.
 Plot No. 304-L-III, Third Floor, Road No.78,
 Jubilee Hills, Hyderabad, Telengana-500096.

Sir,

Sub: Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

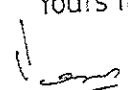
- Ref: 1. Letter no. APPL/KSEB/PPA/2020/012 dated 29th May 2019 of M/s Anakampoil Power Private Limited.
 2. Letter no. APPL/KSEB/PPA/2020/012 dated 04th December 2019 of M/s Anakampoil Power Private Limited.
 3. This office letter even no. 321 dated 13.01.2020.
 4. Letter no. APPL/KSEB/PPA/2020/012 dated 06th February 2020 of M/s Anakampoil Power Private Limited.
 5. Tender Documents No.SHPC/RFP2/13 dated 30th July 2013.

Please refer to the above.

As already indicated in our letter cited (3) above, we as a public sector utility which works under the regulatory purview of KSERC cannot follow different PPA's among different developers. It was also pointed out that Government had itself clarified that the model PPA was only for reference purpose and that KSEBL can only follow the formats which has the approval of KSERC. The same is reiterated. It is further clarified that only after initialling a mutually acceptable PPA, parties can seek approval of KSERC and to facilitate initialling at our end, we can follow only the standard format already provided to you.

At the same time, your concern appears to be the bankability of the project. You may point out any specific clauses in the standard PPA format provided to you that affects the bankability, with clear reasoning. The same can be reviewed at our end to facilitate early initialling of the PPA.

Yours faithfully


 Deputy Chief Engineer (Commercial & Planning)
 with full powers of Chief Engineer

Registered Office : Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, - 695 004. Website :
 www.kseb.in

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2020/021

Dated: 16th April, 2020

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020

We are pleased to inform you that we have duly completed the erection of E&M equipment as well as all major civil works. Now, we are working on the additional protection works. Further, the upgradation of 33 kV transmission line up to Thambalamanna substation is expected to be completed by end of May, 2020. Hence, the project will be ready for commissioning by 31st May, 2020.

Immediately upon the completion of aforesaid remaining works, we are planning to file the tariff petition in Kerala State Electricity Regulatory Commission ('KSERC') for determination of tariff. We have already started drafting of the petition.

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We, therefore, once again request your good self to table the modified draft, to be submitted by us with your comments, to KSERC for obtaining the final approval.

Thanking you in anticipation of your prompt response.

Yours faithfully,
For **Anakampoil Power Private Limited,**



(Tanmay Das)
Director

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2020/029

Dated: 02nd May, 2020

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020
15. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/394, dated 18th Mar 2020

We are in receipt of your letter at **Ref 15**.

In the letter, you have stated that KSEB as a public sector utility, which works under the purview of KSERC, cannot follow different PPA among different developers. In this regard, you may appreciate that different PPA would be required, if the projects have been awarded under different tenders. Keeping the PPA same, irrespective of the tender conditions, would be violation of the tender conditions. Further, you may be aware that

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all the power sector utilities/companies - either private or public operate under the purview of the applicable Electricity Regulatory Commission.

Further, PFC has done the financial closure of the Project based on the terms and conditions of the model PPA provided in the tender documents. Neither PFC nor Anakampoil Power Private Limited was privy to any other PPA applicable to this Project at the time of financial closure. Hence, the complete appraisal of the Project was done on the basis of the terms and conditions of the model PPA.


You may please note that PFC is also a Government of India undertaking. If the terms of PPA executed are different from those of the model PPA provided with the tender documents, it will change the basis of the appraisal and hence not acceptable to PFC at this point of time.

If we are going to adhere to terms and conditions of the model PPA in letter and spirit, it would be in line with the tender conditions and hence acceptable to all the concerned parties, including KSERC. In fact, going by our past experience with KSEBL, we had expected KSEBL to strictly follow the formats enclosed with tender invited by it.

We, therefore, once again request your good self to table the modified draft, to be submitted by us with your comments, to KSERC for obtaining the final approval.

Thanking you in anticipation of your prompt response.

Yours faithfully,
For **Anakampoil Power Private Limited,**



(Tanmay Das)
Director



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956)

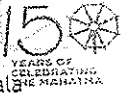
Office of the Chief Engineer (Commercial & Planning)

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Fax: 0471 2514405

E-mail: dceplg@kseb.in, dce.cp@kseb.in



No: CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/196

Dated: 19.10.2020

To

M/s Anakampoil Power Projects Pvt. Ltd.
Plot No. 304-L-III, Third Floor, Poad No.78,
Jubilee Hills, Hyderabad, Telengana-500 096.

Sir,

Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

- Ref :-
1. Letter no. APPL/KSEB/PPA/2020/012 dated 29th May 2019 of M/s APPL
 2. This office letter even no.321 dated 13.01.2020.
 3. Letter no. APPL/KSEB/PPA/2020/012 dated 04thDecember 2019 of M/s APPL.
 4. Letter no. APPL/KSEB/PPA/2020/012 dated 6thFebruary 2020 of M/s APPL
 5. This office letter even no.394 dated 18.03.2020.
 6. Letter no. APPL/KSEB/PPA/2020/029 dated 02nd May 2020 of M/s APPL
 7. This office letter even no.175 dated 19.05.2020.
 8. Minutes dated 21.08.2020 convened by CMD with M/s Minar Renewables Energy Ltd
 9. E mail dated 21.08.2020 of M/s MRPL requesting comments on track mode change in KSEBL PPA.
 10. Tender Documents No.SHPC/RFP2/13 dated 30th July 2013.

Please refer to the above.

With reference to the decision taken in the meeting dated 21/8/2020 above, the modifications suggested in the KSEBL PPA furnished in track change mode as per ref (9) have been perused. It may please be noted that the reply to the above were already furnished vide ref(2), (5) & (7) wherein it was explicitly stated why KSEBL cannot agree to include the clauses from the Model PPA, which followed tariff based bidding. Moreover KSEBL as detailed in the meeting and as already requested vide ref (7), had sought a reply specifying the clauses which purportedly affects the bankability of the project. A reply in this regard is yet to be received. Copies of the replies from KSEBL are enclosed for ready reference. An early reply is solicited from your end to proceed further in this matter.

Acc: ref(2), (5) & (7)

Yours faithfully

Deputy Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer

19/10
19/10

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2020/73

Dated: 22nd Oct, 2020

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vidyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020
15. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/394, dated 18th Mar 2020
16. APPL letter No. APPL/KSEB/PPA/2020/029, dated 02nd May, 2020
17. KSEBL letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/1196, dated 19th Oct, 2020

As you are kindly aware, PFC has done the financial closure of the Project based on the terms and conditions of the model PPA provided in the tender documents. Neither PFC nor Anakampoil Power Private Limited was privy to any other PPA applicable to this Project at the time of financial closure. Hence, the complete appraisal of the Project was done on the basis of the terms and conditions of the model PPA. While we do appreciate that the model PPA is only a reference document, we as well as our Lender had not

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expected an entirely new draft of the PPA with major deviation to the model PPA. Prima-facie the model PPA had most of the relevant covenants which typically makes the Project financing feasible.

In this regard, we reiterate that we have only incorporated the concern of our lender in the PPA format shared by KSEBL. We had therefore taken the some of the wordings from the model PPA in the track changing mode. We do not have any objection to you including your wordings in the relevant clause as long the spirit of the techno commercial understanding is duly captured.

We have hereunder once again highlighting the points which were flagged by our Lenders along with their rationale for seeking us such revision/ elaboration/ incorporation in the draft prepared at your end.

- Definitions: The some key terms used in various clauses of PPA, however, they did not define. Definitions of those terms are included in the PPA to avoid any misinterpretation in future.
- Role and responsibility: In any Contract, defining the roles and responsibilities of both the contracting parties is the basic tenant based on which the relationship including consideration for contract, events of defaults, termination, etc. are finalised. Therefore, Cl. 3 of PPA has been included. This will only help both the parties to enforce the specific performance obligations in case of any default caused by the counter party. In-fact, these are more useful from the point of view of KSEB as most of the obligations are from the developer.
- Infirm power: The provision of sale of infirm is included in Cl. 5.2 of the PPA as it is not included in the PPA.
- Must run : As per Central Electricity Regulatory Commission, the renewable energy projects shall be treated as "MUST RUN" power plants and shall not be subjected to 'merit order dispatch' principles. Hence, the Anakampoil SHP shall be treated as "Must Run" plant and the same is included in the Cl. 6.5 of PPA. This is most critical comfort for the Lenders has all renewable energy projects have single part tariff and therefore there is no comfort of the project recovering their fixed costs based on availability, which are practised for large generation assets. Therefore, the extant regulation also provided for this.

- Representation and Warranties: All the agreements contain representations and warranties of the parties to the agreement refer to statements of fact. This representation and warranty also relates to the capacity of a party to enter into and perform its obligations under the agreement. It provides the recipient assurance that entering into the agreement will not result in claims or litigation that may interfere with or defeat the purpose of the entire transaction. It requires the maker to assert that the execution, delivery, and performance of the agreement does not conflict with or violate. The same is included in the Cl. 10 of the PPA to avoid any potential disputes. For any commercial contract, this is an integral component.
- Compliance of norms of CERC/KSERC: The few clauses of PPA (like billing & payment, tariff etc.) are modified to align the provisions to the latest regulations of CERC/KSERC, as we do not have any discretionary power to change these.

Further, you may please be noted that we had made changes in the draft PPA shared with you, strictly in line with covenants in the model PPA as well as the extant CERC guidelines, wherever necessary.

We, therefore, once again request your good-self to table the modified draft submitted by us with your comments to KSERC for obtaining the final approval. As you are aware, our project is ready is getting synchronised in next 7 days time and therefore a timely approval of the draft shall be highly appreciated.

Thanking you in anticipation of your prompt response.

Yours faithfully,
For **Anakampoil Power Private Limited**,



(Tanmay Das)
Director



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956)

Office of the Chief Engineer (Commercial & Planning)

8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala

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No: CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T) / 218

Dated: 30.10.2020

To

M/s Anakampoil Power Projects Pvt. Ltd.
Plot No. 304-L-III, Third Floor, Road No.78,
Jubilee Hills, Hyderabad, Telengana-500 096.

Sir,

Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

- Ref :-
1. Letter no. APPL/KSEB/PPA/2020/012 dated 29th May 2019 of M/s APPL
 2. This office letter even no.321 dated 13.01.2020.
 3. Letter no. APPL/KSEB/PPA/2020/012 dated 04thDecember 2019 of M/s APPL
 4. Letter no. APPL/KSEB/PPA/2020/012 dated 6thFebruary 2020 of M/s APPL
 5. This office letter even no.394 dated 18.03.2020.
 6. Letter no. APPL/KSEB/PPA/2020/029 dated 02nd May 2020 of M/s APPL
 7. This office letter even no.175 dated 19.05.2020.
 8. Minutes dated 21.08.2020 convened by CMD with M/s Minar Renewables Energy Ltd
 9. E mail dated 21.08.2020 of M/s MRPL requesting comments on track mode change in KSEBL PPA.
 10. This office letter even no. 196 dated 19.10.2020.
 11. Letter No. APPL/KSEB/PPA/2020/73 dated 22-10-2020.
 12. Tender Documents No.SHPC/RFP2/13 dated 30th July 2013.

Please refer to the above.

At the outset, it may please be noted that the PPA format followed by KSEBL is aimed at encouraging private participation in Small Hydro Project development. Accordingly the PPA is desired to be a lean document to make it less complex, keeping in view that the Implementation Agreement executed between GoK and the developer comprehensively covers all aspects of the project development, which also forms an essential part of the PPA.

With reference to the letter cited (11) above, it is noted that the modifications suggested are not project specific, but are in respect of the general PPA format which cannot be considered at this stage. As already informed, KSEBL has been following a


standard PPA format approved by KSERC in respect of all other SHEPs awarded under the tender invited in July 2013.

The Clauses highlighted by your lender seeking revision are already included in the Implementation Agreement signed by you with GoK on 16.01.2015 which will become an inherent part of the PPA.

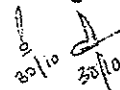
- Roles and Responsibility have been included under Article 5 & Article 7 of the Implementation Agreement.
- Sale of Infirm Power is taken care as per KSERC (Renewable Energy and Net Metering) Regulations, 2020 dated 07.02.2020 under definition (af).
- Regarding **MUST RUN** status, it is stated under KSERC (Renewable Energy and Net Metering) Regulations, 2020 dated 07.02.2020 para 38 (1) that " *All renewable energy power plants, unless and otherwise exempted, shall be treated as 'MUST RUN' power plants and shall not be subjected to 'Merit Order Dispatch' principles*".
- Compliance of norms of CERC/KSERC: It may be noted that norms specified in the regulations are ceiling norms. Parties are free to have improved norms.
- Representations and Warranties are included under Article 11 of the Implementation Agreement.

Hence as pointed out several times, the modifications suggested by you is not project specific or affecting the bankability of the project and is causing inordinate delay in initialing the draft PPA.

Yours faithfully



Deputy Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer





KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956)

Office of the Chief Engineer (Commercial & Planning)

8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala

Phone: +91 471 2514366 Fax: 0471 2514405

E-mail: dce.cp@kseb.in



No: CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T) / 247

Dated: 25.11.2020

To

M/s Anakampoil Power Projects Pvt. Ltd.
Plot No. 304-L-III, Third Floor, Poad No.78,
Jubilee Hills, Hyderabad, Telengana-500 096.

Sir,


Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

- Ref :-
1. Letter no. APPL/KSEB/PPA/2020/012 dated 29th May 2019 of M/s APPL
 2. This office letter even no.321 dated 13.01.2020.
 3. Letter no. APPL/KSEB/PPA/2020/012 dated 04thDecember 2019 of M/s APPL
 4. Letter no. APPL/KSEB/PPA/2020/012 dated 6thFebruary 2020 of M/s APPL
 5. This office letter even no.394 dated 18.03.2020.
 6. Letter no. APPL/KSEB/PPA/2020/029 dated 02nd May 2020 of M/s APPL
 7. This office letter even no.175 dated 19.05.2020.
 8. Minutes dated 21.08.2020 convened by CMD with M/s Minar Renewables Energy Ltd
 9. E mail dated 21.08.2020 of M/s MRPL requesting comments on track mode change in KSEBL PPA.
 10. This office letter even no. 196 dated 19.10.2020.
 11. Letter No. APPL/KSEB/PPA/2020/73 dated 22-10-2020.
 12. This office letter even no. 218 dated 30.10.2020.
 13. Letter No. APPL/KSEB/PPA/2020/76 dated 19-11-2020.

Please refer to the above.

With reference to the letter cited (13) above, it is requested that the instructions received from your lender regarding PPA revision may please be forwarded to this office at the earliest. This is without prejudice to KSEBL's stated position in the matter.

Yours faithfully


Deputy Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer


25/11


25/11

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2020/81

Dated: 9th Dec, 2020

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020
15. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/394, dated 18th Mar 2020
16. APPL letter No. APPL/KSEB/PPA/2020/029, dated 02nd May, 2020
17. KSEBL letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/1196, dated 19th Oct, 2020
18. APPL letter No APPL/KSEB/PPA/2020/73, dated 22nd Oct, 2020
19. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/218, dated 30th Oct, 2020
20. APPL letter No APPL/KSEB/PPA/2020/76, dated 19th Nov, 2020
21. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/247, dated 25th Nov, 2020

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Registered Office: Plot No 304-L-III, 3rd Floor, Road No.78, Jubilee Hills, Hyderabad - 500096

+91-40-23110775, 23548880

contactus@rehpl.co.in

www.rehpl.co.in

With reference to your letter referred at s.no. 21, we hereby enclosed our lender's letter regarding PPA for your kind information and necessary action, please.

Thanking you in anticipation of your prompt response.

Yours faithfully,
For **Anakampoil Power Private Limited,**



(Tanmay Das)
Director

Encl: As Above



पावर फाइनेंस कॉर्पोरेशन लिमिटेड 393
POWER FINANCE CORPORATION LTD.
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)
(आई.एस.ओ. 9001:2015 प्रमाणित) (ISO 9001:2015 Certified)

No. 01/10/APPL/Vol-II

8th December 2020

M/s Anakampoil Power Private Limited (APPL),
Plot No. 304-L-III,
Road No. 78, Jubilee Hills,
Hyderabad-500096


Kind Attn: Sh. Tanmay Das

Subject: Anakampoil Power Pvt. Ltd. (APPL) – Financial assistance for setting up of 8 MW Small Hydro Electric Project in Kozhikode District of Kerala (Loan No. A7343001) – Status of commissioning of the project and execution of Power Purchase Agreement Reg.

Dear Sir,

With reference to the above captioned matter, it is requested that the current status of project commissioning may please be intimated to PFC at the earliest. APPL may also take required necessary action for timely completion of the project. Furthermore, status of execution of PPA (draft PPA shared by APPL at the time of appraisal) as per the terms of Request for Proposal (RfP) no. SHPC/RFP/2/13 dated 30th July 2013 may also be provided.

Yours sincerely,
For Power Finance Corporation Limited.


(Piyush Dutt Pandey)
Manager (Projects - SR)



KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956)

Office of the Chief Engineer (Commercial & Planning)

8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala

Phone: +91 471 2514366 Fax: 0471 2514405

E-mail: dce.cp@kseb.in



No: CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/267

Dated: 8.12.2020

To

M/s Anakampoil Power Projects Pvt. Ltd.
Plot No. 304-L-III, Third Floor, Poad No.78,
Jubilee Hills, Hyderabad, Telengana-500 096.

Sir,


Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

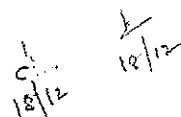
- Ref :-
1. Letter no. APPL/KSEB/PPA/2020/012 dated-29th May 2019 of M/s APPL
 2. This office letter even no.321 dated 13.01.2020.
 3. Letter no. APPL/KSEB/PPA/2020/012 dated 04thDecember 2019 of M/s APPL
 4. Letter no. APPL/KSEB/PPA/2020/012 dated 6thFebruary 2020 of M/s APPL
 5. This office letter even no.394 dated 18.03.2020.
 6. Letter no. APPL/KSEB/PPA/2020/029 dated 02nd May 2020 of M/s APPL
 7. This office letter even no.175 dated 19.05.2020.
 8. Minutes dated 21.08.2020 convened by CMD with M/s Minar Renewables Energy Ltd
 9. E mail dated 21.08.2020 of M/s MRPL requesting comments on track mode change in KSEBL PPA.
 10. This office letter even no. 196 dated 19.10.2020.
 11. Letter No. APPL/KSEB/PPA/2020/73 dated 22-10-2020.
 12. This office letter even no. 218 dated 30.10.2020.
 13. Letter No. APPL/KSEB/PPA/2020/76 dated 19-11-2020.
 14. This office letter even no. 247 dated 25.11.2020.
 15. Letter No. APPL/KSEB/PPA/2020/81 dated 09-12-2020.
 16. Letter No. 01/10/APPL/Vol-II dated 08.12.2020 of Power Financing Corporation.

Please refer to the above.

On perusal of PFC's letter dated 08.12.2020, furnished by you vide ref(16), it is observed that no concerns regarding PPA provisions is raised by the lender. It may also be noted that KSEBL will not be in a position to take responsibility for any document shared by you with your lender, which was shared so without any intimation to, nor taking concurrence of KSEBL.

Yours faithfully


Deputy Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer


18/12 18/12

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2020/84

Dated: 24th Dec, 2020

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020
15. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/394, dated 18th Mar 2020
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17. KSEBL letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/1196, dated 19th Oct, 2020
18. APPL letter No APPL/KSEB/PPA/2020/73, dated 22nd Oct, 2020
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21. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/247, dated 25th Nov, 2020
22. APPL/KSEB/PPA/2020/81, dated 9th Dec, 2020
23. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/267, dated 18th Dec, 2020

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We are in receipt of your letter at **Ref 23**.

In the said letter, you have mentioned that no concerns regarding PPA provision was raised by the lender in its letter. You may please note that in its letter, the lender has specifically referred to the execution of the draft PPA as per the terms of Request for Proposal ('RFP') no SHPC/RFP/2/13 dated 30th July 2013, which was shared by us at the time of the appraisal. However, the draft PPA shared by you was not the same one.

Further, in your said letter, you have mentioned that we had shared the said draft PPA with any intimation or concurrence of KSEBL. As you are kindly aware, the captioned Project was allotted to us vide letter at **Ref 2**, upon competitive bidding under referred tender invited by Small Hydro Promotion Cell, Power Department, Government of Kerala ('GoK') in accordance with Small Hydro Power Policy 2012 of GoK. The said tender documents inter-alia comprised of drafts of model Implementation Agreement and model Power Purchase Agreement ('PPA') for Independent Power Projects ('IPPs').

As required by the lender, we had submitted the all documents related to allotment of the project including the referred tender documents to our lender. Based on these aforementioned documents, our Lender appraised our project and sanctioned the term loan of Rs. 44.10 crore for the project.

Hence, we had submitted the documents, which were part of our allotment letter and Implementation Agreement duly accorded/approved by the GoK itself, to the lender. Now, it is you who proposed to execute a different draft PPA, which is being objected by the lender on the grounds that it is a deviation from the terms of the award of the tender as well as basis of appraisal by the lender.

We, therefore, request your good self to look into the concerns of the lender once again in the light of aforementioned facts and resolve this longstanding matter without further delay.

Thanking you,

Yours faithfully,
For **Anakampoil Power Private Limited**,



(Tanmay Das)
Director

ANAKAMPOIL POWER PRIVATE LIMITED

Dated: 5th Jan, 2021

No. APPL/KSEB/PPA/2020/85

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSEERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020
15. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/394, dated 18th Mar 2020
16. APPL letter No. APPL/KSEB/PPA/2020/029, dated 02nd May, 2020
17. KSEBL letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/1196, dated 19th Oct, 2020
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21. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/247, dated 25th Nov, 2020
22. APPL/KSEB/PPA/2020/81, dated 9th Dec, 2020
23. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/267, dated 18th Dec, 2020

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+91-40-23110775, 23548880 contactus@rehpl.co.in www.rehpl.co.in

We are pleased to inform you that, the captioned project was commissioned on 17th Dec 2020. We have also filed the tariff petition with KSERC on 2nd Jan, 2021.

Meanwhile, our lender PFC has asked us to submit a letter from KSEBL stating that our proposal for the sale of entire power generated from the captioned project is under active consideration. PFC is seeking this letter of confirmation from KSEB in order to process our request for disbursement of fund from their sanctioned financial assistance to us.

We, therefore, request your good self to issue the aforementioned letter at the earliest.

Thanking you in anticipation of your kind consideration.

Yours faithfully,
For **Anakampoil Power Private Limited,**



(Tanmay Das)
Director

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2021/92

Dated: 11th Feb, 2021

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala – 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District – Request for incorporation of appropriate clauses in proposed Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
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13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
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17. KSEBL letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/1196, dated 19th Oct, 2020
18. APPL letter No APPL/KSEB/PPA/2020/73, dated 22nd Oct, 2020
19. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/218, dated 30th Oct, 2020
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Please refer to our referred letters on the captioned matter.

In this regard, we wish to invite your kind attention that the Anakampoil SHE projects for 8MW capacity that was awarded to Anakampoil Power Private Limited (APPL) by Government of Kerala (GoK) vide Implementation Agreement (IA) at **Ref 3**.

KSEB being the purchaser of energy from the project and the seller APPL are required to enter into the Power Purchase Agreement (PPA) that details terms and conditions of sale, purchase, operation and maintenance etc. of the plant and generated energy there in as per relevant provisions of Implementation Agreement.

In this regard further to sharing of the draft PPA by KSEB and subsequent discussions with your office, we here with attach few concerns/observations in the proposed PPA for your kind consideration and inclusion / incorporation in the intended PPA.

- Must run status:

As per KSERC (Renewable Energy and Net Metering) Regulation 2020, Clause No. 38 (1), all the renewable energy power plants, unless and otherwise exempted, shall be treated as 'MUST RUN' and shall not be subjected to 'Merit order Dispatch' principles.

We, therefore, request you to please incorporate an enabling or a cross reference clause to this extent in the PPA, our project being under the renewable energy category.

- Procurement of entire generation form the project:

There is no definition of "contracted energy" in the PPA. Hence it is requested that Clause 5.3 of draft PPA be modified to ensure generation/procurement of entire energy from the plant by KSEB as

"From and after the CoD of the Project/generating unit, the Developer agrees to sell the entire ~~contracted~~ energy to KSEB Ltd and KSEBL Ltd. agrees to purchase entire energy from the Developer at the interconnection point, subject to terms and conditions of the this Agreement, during the terms of this agreement or till the termination date in the event of the termination."

- Applicable tariff:

As per Regulation 35 of KSERC (Renewable Energy and Net Metering) Regulations, 2020, Generic tariff is only applicable for small hydro projects having capacity of and below 5 MW.

Hence, the project specific tariff will be applicable for the Anakampoil SHP. Hence, we request you please modify the Clause No. 5.3 of PPA as described in enclosed **Annexure-1**.

- Payment security mechanism:

The provision of payment security mechanism is the standard feature of the power purchase agreements. Hence, it may be incorporated in the PPA as described in **Annexure-1**.

- Assignment and Charges:

This is a standard requirement of the Lenders providing project finance assistance for any BOOT projects being taken up under private public participation route.

Hence, we request you to please incorporate the provision of Assignment and Charges as described in the enclosed **Annexure-1**, which will also in line with the Implementation Agreement.

- Change in Law:

We wish to inform you that only definition of change in law is mentioned in the Implementation Agreement. However, the procedure to effect the change in law is not described in detail.

We, therefore, request you to please incorporate as suitable provision in the PPA in line with the recent such agreements executed by KSEBL for renewable power projects (Solar/hydro).

- Roles and Responsibility:

We wish to draw your attention to the fact that the "Roles and Responsibilities" defined in the Implementation Agreement is of GoK, as the concessionaire of the project and APPL as the developer of the captioned BOOT project.

Hence, the same will not be applicable in context of PPA. Therefore, we request you to kindly incorporate a suitable provision in PPA as described in the **Annexure 1** of this letter.

- Representations and Warranties:

Same as mentioned for Roles and Responsibilities.

- Billing and payment:

We request you to please align Clause No 6 (Billing and payment) of the PPA with KSERC (Renewable Energy and Net Metering) Regulation 2020, which is the metering regulation applicable for our project.

Thanking you in anticipation of your kind consideration.

Yours faithfully,
For **Anakampoil Power Private Limited,**



(Tanmay Das)
Director

Encl: As above

CC: The Chief Manager (Project - SR), Power Finance Corporation Ltd., New Delhi.

Power Purchase Agreement
(Anakampoil SHP (8 MW))

S. No.	Particulars	Particular details in PPA format shared by KSEBL	Request
1.	Must Run	Not specifically captured	<p>An enabling or cross reference clause to this extent to be incorporated in the PPA to capture the applicability of KSERC (Renewable Energy and Net Metering) Regulation 2020, clause no. 38 (1)</p> <p><i>(1) All the renewable energy power plants, unless and otherwise exempted, shall be treated as 'MUST RUN' power plants and shall not be subjected to 'Merit order Dispatch' principles."</i></p> <p>"It is understood and agreed by and between the parties that APPL shall operate the station as per the manufacturers' guidelines, applicable grid operating standards, and relevant statutory provisions and regulation of KSERC, as applicable from time to time. The scheduling of power from the plant will not be subject to 'merit order dispatch' principles and the plant will be treated as 'MUST RUN' power plant."</p>
2.	Procurement of entire generation form the project	Captured Partially	<p>Clause No. 5.3 of draft PPA shared by KSEBL may be modified in line with the recent PPA executed with the other developers as:</p> <p>"From and after the CoD of the Project/generating unit, the Developer agrees to sell the entire contracted energy to KSEB Ltd and KSEBL Ltd. agrees to purchase entire energy from the Developer at the interconnection point, subject to terms and conditions of the this Agreement, during the terms of this agreement or till the termination date in the event of the termination.</p>
3.	Applicable tariff	Captured along with non-relevant provision after KSERC order OA No 13/2018 dated 20 th August 2018.	<p>Clause No. 5.3 of draft PPA shared by KSEBL may be modified as:</p> <p>"Tariff for power generated from the project shall be project specific tariff as determined by the Commission or generic tariff as notified by the commission, whichever is lower."</p>

S. No.	Particulars	Particular details in PPA format shared by KSEBL	Request
4.	Payment security Mechanism	Not captured	<p>Suggested clause in line with the Clause no. 5.1 of Model PPA as part of with RFP document and recent PPA executed by KSEBL:</p> <p>“KSEBL shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by the Board, the Board shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Company. The initial value of the LC shall be the value payable for the preceding 3 months.”</p>
5.	Assignment and Charges	Not captured	<p>Suggested clause in line with the Clause no. 16.5 of Model PPA as part of with RFP document and recent PPA executed by KSEBL:</p> <p>Assignment and Charges</p> <p>“No Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party. Provided the Company can create/ assign all its rights and benefits under this Agreement as security for indebtedness, in favour of the Lenders and working capital providers for the Project;”</p>
6.	Change in Law	Not captured explicitly	<p>“Change in Law” means the occurrence of any of the following events after the approval of project specific tariff by KSERC resulting into any additional recurring / non - recurring expenditure by the APPL or any income to the APPL:</p> <ul style="list-style-type: none"> • the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re - enactment or consolidation) in India, of any law, including rules and regulations framed pursuant to such law; • a change in the interpretation or application of any law by any Indian Governmental Instrumentality having the legal power to interpret or apply such law or any Competent Court of Law; • the imposition of a requirement for obtaining any Consents, Clearances and ; • Permits which was not required earlier; • a change in the terms and conditions prescribed for obtaining any consents, clearances and permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits, except due to any default of the APPL; • any statutory change in tax structure or introduction of any new tax made applicable for setting up / operation of Hydro Power Project and supply of power from the Project by the APPL, shall be treated as per the terms of this Agreement. For the purpose of considering the effect of this change in Tax structure due to change in law

S. No.	Particulars	Particular details in PPA format shared by KSEBL	Request
			<p>after the date of submission of Tariff petition, the date such law comes into existence shall be considered as effective date for the same; but shall not include (1) any change in any withholding tax on income or dividends distributed to the shareholders of the APPL, or (2) any change on account of regulatory measures by the Appropriate Commission.</p> <p>Relief for 'Change in Law' : The aggrieved party shall be required to approach the regulatory commission for seeking approval of "Change in Law".</p> <p>The decision of the regulatory commission to acknowledge a "Change in Law" and the date from which it will become effective, provide relief for the same, shall be final and governing on both the parties."</p>
7.	Roles and Responsibilities	Not captured	<p>Suggested clause in line with the Article 3 of Model PPA as part of with RFP document and recent PPA executed by KSEBL:</p> <p>Roles and Responsibilities of contracting parties may be included in the PPA:</p> <p>1. Responsibilities of the Company and the Board:</p> <p>1.1. Responsibilities of Company</p> <ol style="list-style-type: none"> a) The Company shall operate the Project in a safe manner and shall comply with the statutory/regulatory measures applicable to the operation of the Project promulgated by the Government of Kerala /Government of India. b) The Company shall generate power at 6.6 kV, stepped up to 33 kV and transmitted to Board's nearest switch yard. The net power generated after deductions for Auxiliary Power Consumption will be transmitted over the line. c) The Company undertakes to maintain the Interconnection Facilities in accordance with the specification and requirements as notified to the Company by the Board at its own cost and in accordance with Prudent Utility Practices. d) The Company shall at its own cost and expense purchase and maintain by due reinstatement or otherwise such insurance as may be necessary till the expiry of this Agreement. e) The Company shall operate and maintain the Project during the term of the

S. No.	Particulars	Particular details in PPA format shared by KSEBL	Request
			<p>Agreement, in accordance with:</p> <ol style="list-style-type: none"> 1) Implementation Agreement; 2) Prudent Utility Practices; 3) All applicable laws and directives; 4) The manuals, instructions and manufacturer's guidelines supplied by construction contractors, manufacturers of equipment/suppliers etc; 5) Despatch Instructions; <p>1.2. Responsibilities of Board</p> <ol style="list-style-type: none"> a) The Board will provide all possible assistance to the Company in its initiatives in obtaining all way-leaves required for construction, installation, operation and maintenance of the Project including: <ol style="list-style-type: none"> (i) Access to the Project (ii) Transmission facilities for the export of energy to the Board Grid system (iii) Pipelines for water and Other utility supplies along with communication links b) The Board shall off take all the electricity made available by the Company at the Interconnection Point subject to the Force Majeure conditions. <p>1.3. Mutual Covenants</p> <p>Each party will duly pay all rents, taxes, cesses, fees, revenues, assessments, duties, other outgoing and other amounts owed by it and will observe all the rules and regulations pertaining to the same, and will not do or omit to do or suffer to be done anything which could reasonably be expected to adversely affect or prejudice the interest and rights of the other party in any manner whatsoever.</p>

S. No.	Particulars	Particular details in PPA format shared by KSEBL	Request
8.	Representation and Warranties	Not captured	<p>1. <u>Representation and Warranties:</u></p> <p>1.1. Representation and Warranties of the Company The Company represents and warrants to the Board that:</p> <ul style="list-style-type: none"> (a) the Company duly organised and validly existing under 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) this agreement constitutes valid, legal and binding obligation of the Company, enforceable in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences; the discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general; (c) 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 adversely affect the ability of the Company to meet and carry out its obligations under this Agreement; and (d) the execution and delivery by the Company of this Agreement has been duly authorised 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 or its property may be bound. <p>1.2. Representations and Warranties of Board Board represents and warrants to the Company that:</p> <ul style="list-style-type: none"> (a) the Board is a statutory body duly constituted under the Electricity (Supply) Act,1948, as amended, and validity 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) this Agreement constitutes the valid legal and binding obligation of the Board, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights

S. No.	Particulars	Particular details in PPA format shared by KSEBL	Request
			<p>generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;</p> <p>(c) There are no actions, suits or proceedings pending or to the Board's knowledge threatened, against or affecting the Board before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the Board to meet and carry out its obligations under this Agreement; and</p> <p>(d) the execution and delivery by the Board of this Agreement has been duly authorised by all requisite corporate 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 or its property may be bound.</p>
9.	Billing and payment	Captured Partially	Cl. No 6. (Billing and payment) may be aligned with KSERC (Renewable Energy and Net Metering) Regulation 2020.



पावर फाइनेंस कॉर्पोरेशन लिमिटेड POWER FINANCE CORPORATION LTD.

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)

(आई.एस.ओ. 9001:2015 प्रमाणित)

(ISO 9001:2015 Certified)

409

No. 01/10/APPL/Vol-III/D.No-071276

15th February 2021

To,
The Chief Engineer-Commercial & Planning
Kerala State Electricity Board Ltd.,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram – 695 004

Sub: M/S Anakampoil Power Private Limited (APPL) 8MW SHEP in Kozhikode District of Kerala - Execution of Power Purchase Agreement (PPA) between APPL and Kerala State Electricity Board Limited (KSEBL) etc. – Modifications in KSEB draft PPA -Reg.

Ref: 1. KSEBL's Email dated 23rd March 2019 Sharing draft PPA.
2. KSEBL's Letter CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/273 dated 5th January 2021.
3. M/S APPL letter 11th February 2021.

Please refer to above.

As you are aware, M/s Anakampoil Power Private Limited (M/S APPL) is executing the 8 MW SHEP in Kozhikode District of Kerala. This project was awarded to M/S APPL through bidding process of Department of Power, Government of Kerala vide RFP No SHPC/RFP/2/2013 dated 30th July 2013.

Power Finance Corporation Limited (PFC) is the sole Lender in this 8 MW Small Hydro Electric Project to be developed by M/s Anakampoil Power Private Limited in Kozhikode District of Kerala.

We are extremely thankful to you for your letter under reference 2 above intimating the present status of PPA execution. Further to this, PFC has reviewed the subject matter as brought out by APPL under reference 3 and KSEBL's email under reference 1.

PFC being the sole lender to the subject project and has considered the following major features/terms/provisions of Tender/Implementation agreement/model PPA while carrying out appraisal, sanction and subsequent modification of terms and condition of sanction.

- The project having taken up under "renewable energy generation" category and relevant provisions of "must run" feature of plant and "not subject to merit order dispatch principles" applicable to renewable energy plants were considered for appraisal/evaluations.
- Procurement of entire energy generated from the plant by KSEBL.
- Tariff for the power generated from the plant shall be project specific tariff as determined by KSERC
- There is adequate payment security assurance as is indicated in the model PPA.
- Billing and payment as specifically indicated and covered in Tender/Model PPA/Implementation Agreement for the project.
- Various other legal /commercial/contractual provisions as is covered by the Tender, Implementation Agreement and model PPA for the project in terms of provisions for
 - Assignment and Charges


- Change in law
- Roles and responsibilities, representations & warranties of / from parties to agreement.

We sincerely appreciate the efforts of KSEBL in simplifying the PPA content while not losing the spirit and clarity of the legal/contractual/commercial conditions with reference to model PPA. However, while reviewing the PPA shared by KSEBL, we have identified certain concerns/observations for favourable consideration for inclusion /amendment of draft PPA given by KSEBL for giving better clarity and conformance with respect to bidding/implementation guidelines/conditions/provisions for the subject project.

We hereby enclose the letter of M/s APPL addressed to KSEBL in this regard.

Major concerns/modifications identified and suggested are as below.

- "Must run" feature and "plant not subject to merit order dispatch shall be explicitly indicated in the PPA as - "It is understood and agreed by and between the parties that APPL shall operate the station as per the manufacturers 'guidelines, applicable grid operating standards, and relevant statutory provisions and regulation of KSERC, as applicable from time to time. The scheduling of power from the plant will not be subject to 'merit order dispatch 'principles and the plant will be treated as 'MUST RUN' power plant."
- Clause 5.3 of draft PPA to be modified to ensure generation/procurement of entire energy from the plant by KSEBL as - "From and after the CoD of the Project/generating unit, the Developer agrees to sell the entire ~~contracted~~ energy to KSEB Ltd and KSEB Ltd. agrees to purchase entire energy from the Developer at the interconnection point, subject to terms and conditions of the this Agreement, during the terms of this agreement or till the termination date in the event of the termination."
- Tariff for the power generated from the plant shall be project specific tariff as determined by KSERC – clause 5.3 to be modified as "Tariff for power generated from the project shall be project specific tariff as determined by the Commission ~~or generic tariff as notified by the commission, whichever is lower."~~
- Payment Security provision to be included by modifying clause 5.1 as "KSEBL shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by the Board, the Board shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Company. The initial value of the LC shall be the value payable for the preceding 3 months."
- Billing and Payment terms as per relevant provisions of model PPA
- PPA to include relevant provisions of tender/Implementation Agreement/model PPA for following provisions in additions to others already covered and as per the enclosed letter of M/s APPL:
 - Provisions in respect of "Assignment and Charges"
 - Provision in respect of "Change in law"
 - Provision in respect of "Roles and responsibilities of parties to agreement"
 - Provisions in respect of "Representations and warranties from the side of parties to agreement"


15/12/2021

We are sure that KSEBL will appreciate the fact that these modifications are requested from the point of view of bankability, legality and commercial aspects of the project that have been considered while the project was awarded and also with an intent to give better clarity to the provisions cited.

We hopeful that KSEBL will consider these suggestions/modifications/amendments requested by APPL/PFC for favourable inclusion in the draft PPA for the reasons and circumstances cited therein.


We look forward to a favourable decision on the matter.

Yours sincerely,
For Power Finance Corporation Limited.

Nitin Kumar
General Manager (Southern Region)

CC:

1. The Director, Energy Management Centre, Sreekrishna Nagar, P.O. Sreekariyam, Thiruvananthapuram, Kerala – 695017.
2. M/s Anakampoil Power Pvt. Ltd. (APPL), H.NO.1-62/K/84, Plot No.84, Kavuri Hills, Madhav Nagar, Banjara Hills, Hyderabad – 500033.


15/2/2021



KERALA STATE ELECTRICITY BOARD LIMITED
 (Incorporated under the Indian Companies Act, 1956)
 Office of the Chief Engineer (Commercial & Planning)
 8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004,
 Phone: +91 471 2514366 Fax: 0471 2514405
 E-mail: dce.cp@kseb.in



No: CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/378

Dated: 20.03.2021

To

M/s Anakampoil Power Projects Pvt. Ltd.
 Plot No. 304-L-III, Third Floor, Poad No.78,
 Jubilee Hills, Hyderabad, Telangana-500 096.

Sir,

Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

- Ref :-
1. Letter no. APPL/KSEB/PPA/2020/012 dated 29th May 2019 of M/s APPL .
 2. This office letter even no.321 dated 13.01.2020.
 3. Letter no. APPL/KSEB/PPA/2020/012 dated 04thDecember 2019 of M/s APPL .
 4. Letter no. APPL/KSEB/PPA/2020/012 dated 6thFebruary 2020 of M/s APPL .
 5. This office letter even no.394 dated 18.03.2020.
 6. Letter no. APPL/KSEB/PPA/2020/029 dated 02nd May 2020 of M/s APPL .
 7. This office letter even no.175 dated 19.05.2020.
 8. Minutes dated 21.08.2020 convened by CMD with M/s Minar Renewables Energy Ltd
 9. E mail dated 21.08.2020 of M/s MRPL requesting comments on track mode change in KSEBL PPA.
 10. This office letter even no. 196 dated 19.10.2020.
 11. Letter No. APPL/KSEB/PPA/2020/73 dated 22-10-2020.
 12. This office letter even no. 218 dated 30.10.2020.
 13. Letter No. APPL/KSEB/PPA/2020/76 dated 19-11-2020.
 14. This office letter even no. 247 dated 25.11.2020.
 15. Letter No. APPL/KSEB/PPA/2020/81 dated 09-12-2020.
 16. Letter No. 01/10/APPL/Vol-II dated 08.12.2020 of Power Financing Corporation.
 17. This office letter even no. 267 dated 18.12.2020.
 18. Letter No. APPL/KSEB/PPA/2020/84 dated 22-12-2020.
 19. Letter No. APPL/KSEB/PPA/2020/84 dated 24-12-2020.
 20. Letter No. 01/10/APPL/Vol-III dtd 05.01.2021 of Power Financing Corporation.
 21. This office letter even no. 283 dated 12.01.2021.
 22. Letter No. APPL/KSEB/PPA/2020/92 dated 11-02-2021.
 23. Letter No. 01/10/APPL/Vol-III/D-No-071276 dated 15.02.2021 of PFC.

With reference to your letter cited (22) above, the modifications suggested by you on the draft PPA has been examined in detail. The following modifications in the draft PPA are agreeable as per the revised provisions noted below.

• **Clause 5.3 :Procurement of entire generation from the project:**

“From and after CoD of the project/generating unit, the Developer agrees to sell the entire energy to KSEB Ltd. and KSEB Ltd agrees to purchase entire energy from the developer at the interconnection point, subject to the terms and condition of this Agreement, during the term of this Agreement or till the termination date in the event of Termination.”

• **Clause 6.1 :Billing and Payments**

“Billing date is the 5th business day after the metering date. Due date of payment is the 10th day from the date of receipt of bill.”.

Ms AHPL modifications in clauses suggested on 11_02_2021

Sl No.	Particulars	Request of AHPL	KSEBL remarks
1	MUST RUN	<p>An enabling or cross reference clause to this extent to be incorporated in the PPA to capture the applicability of KSERC (Renewable Energy and Net Metering) Regulation 2020, clause no. 38 (1)</p> <p>(1) "All the renewable energy power plants, unless and otherwise exempted, shall be treated as 'MUST RUN' power plants and shall not be subjected to 'Merit order Dispatch' principles."</p> <p>"It is understood and agreed by and between the parties that APPL shall operate the station as per the manufacturers' guidelines, applicable grid operating standards, and relevant statutory provisions and regulation of KSERC, as applicable from time to time. The scheduling of power from the plant will not be subject to 'merit order dispatch' principles and the plant will be treated as 'MUST RUN' power plant."</p>	Refer clause 10.2 of draft PPA. No modifications are required.
3	Applicable tariff	<p>Clause No. 5.3 of draft PPA shared by KSEBL may be modified in line with the recent PPA executed with the other developers as : "Tariff for power generated from the project shall be project specific tariff as determined by the Commission or generic tariff as notified by the commission, whichever is lower."</p>	This provision reflects the policy decision of Government and KSEBL and cannot be changed for a particular project.
4	Payment Security Mechanism	<p>Suggested clause in line with the Clause no. 5.1 of Model PPA as part of with RFP document and recent PPA executed by KSEBL:</p> <p>"KSEBL shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by the Board, the Board shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Company. The initial value of the LC shall be the value payable for the preceding 3 months."</p>	Such a facility is not given by KSEBL for other SHEPs and other projects within the State. Hence not considered
5	Assignment and Charges	<p>Suggested clause in line with the Clause no. 16.5 of Model PPA as part of with RFP document and recent PPA executed by KSEBL:</p> <p>Assignment and Charges</p> <p>"a) No Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party. b) Provided the Company can create/ assign all its rights and benefits under this Agreement as security for indebtedness, in favour of the Lenders and working capital providers for the Project;"</p>	Covered in Implementation Agreement

Change in Law 11_02_2021

Sl No.	Particulars	Request of AHPL	KSEBL remarks
6	Change in Law	<p>"Change in Law" means the occurrence of any of the following events after the approval of project specific tariff by KSERC resulting into any additional recurring / non - recurring expenditure by the APPL or any income to the APPL:</p> <p>a. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re - enactment or consolidation) in India, of any law, including rules and regulations framed pursuant to such law;</p> <p>b. change in the interpretation or application of any law by any Indian Governmental Instrumentality having the legal power to interpret or apply such law or any Competent Court of Law;</p> <p>c. the imposition of a requirement for obtaining any Consents, Clearances and ;</p> <p>d. Permits which was not required earlier;</p> <p>e. change in the terms and conditions prescribed for obtaining any consents, clearances and permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits, except due to any default of the APPL;</p> <p>f. any statutory change in tax structure or introduction of any new tax made applicable for setting up / operation of Hydro Power Project and supply of power from the Project by the APPL, shall be treated as per the terms of this Agreement. For the purpose of considering the effect of this change in Tax structure due to change in law after the date of submission of Tariff petition, the date such law comes into existence shall be considered as effective date for the same; but shall not include (1) any change in any withholding tax on income or dividends distributed to the shareholders of the APPL, or (2) any change on account of regulatory measures by the Appropriate Commission.</p> <p>Relief for 'Change in Law' : The aggrieved party shall be required to approach the regulatory commission for seeking approval of "Change in Law".</p> <p>The decision of the regulatory commission to acknowledge a "Change in Law" and the date from which it will become effective, provide relief for the same, shall be final and governing on both the parties."</p>	<p>Refer Imp. Agtt and Clause 10.4 of the draft PPA . Relief for Change in Law if any, shall be as per applicable regulations issued by KSERC from time to time.</p>

Roles and Responsibilities 11_02_2021

SI No.	Particulars	Request of AHPL	KSEBL remarks
7	Roles and Responsibilities	<p>Suggested clause in line with the Article 3 of Model PPA as part of with RFP document and recent PPA executed by KSEBL: Roles and Responsibilities of contracting parties may be included in the PPA: Responsibilities of the Company and the Board: Responsibilities of Company a. The Company shall operate the Project in a safe manner and shall comply with the statutory/regulatory measures applicable to the operation of the Project promulgated by the Government of Kerala /Government of India. b. The Company shall generate power at 6.6 kV, stepped up to 33 kV and transmitted to Board's nearest switch yard. The net power generated after deductions for Auxiliary Power Consumption will be transmitted over the line. c. The Company undertakes to maintain the Interconnection Facilities in accordance with the specification and requirements as notified to the Company by the Board at its own cost and in accordance with Prudent Utility Practices. d. The Company shall at its own cost and expense purchase and maintain by due reinstatement or otherwise such insurance as may be necessary till the expiry of this Agreement. e. The Company shall operate and maintain the Project during the term of the Agreement, in accordance with: 1)Implementation Agreement; 2)Prudent Utility Practices; 3)All applicable laws and directives; 4)The manuals, instructions and manufacturer's guidelines supplied by construction contractors, manufacturers of equipment/suppliers etc; 5)Despatch Instructions; Responsibilities of Board a. The Board will provide all possible assistance to the Company in its initiatives in obtaining all way-leaves required for construction, installation, operation and maintenance of the Project including: Access to the Project 1)Transmission facilities for the export of energy to the Board Grid system 2)Pipelines for water and Other utility supplies along with communication links 3)The Board shall off take all the electricity made available by the Company at the Interconnection Point subject to the Force Majeure conditions. Mutual Covenants Each party will duly pay all rents, taxes, cesses, fees, revenues, assessments, duties, other outgoing and other amounts owed by it and will observe all the rules and regulations pertaining to the same, and will not do or omit to do or suffer to be done anything which could reasonably be expected to adversely affect or prejudice the interest and rights of the other party in any manner whatsoever.</p>	<p>Roles & Responsibilities of the Company are covered in the Implementation Agreement Roles and Responsibilities of the Board It may be noted that the clauses regarding power purchase by a distribution licensee are only warranted under this agreement</p>

Representation and Warranties 11_02_2021

Sl No.	Particulars	Request of AHPL	KSEBL remarks
8	Representation and Warranties	<p>Representation and Warranties: Representation and Warranties of the Company The Company represents and warrants to the Board that: a. the Company duly organised and validly existing under 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. this agreement constitutes valid, legal and binding obligation of the Company, enforceable in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences; the discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general; c. 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 adversely affect the ability of the Company to meet and carry out its obligations under this Agreement; and d. the execution and delivery by the Company of this Agreement has been duly authorised 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 or its property may be bound.</p> <p>Representations and Warranties of Board Board represents and warrants to the Company that: a. the Board is a statutory body duly constituted under the Electricity (Supply) Act, 1948, as amended, and validity 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. this Agreement constitutes the valid legal and binding obligation of the Board, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general; c. There are no actions, suits or proceedings pending or to the Board's knowledge threatened, against or affecting the Board before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the Board to meet and carry out its obligations under this Agreement; and d. the execution and delivery by the Board of this Agreement has been duly authorised by all requisite corporate 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 or its property may be bound.</p>	<p>Representation and Warranties of the Company are covered in the Implementation Agreement . Representation and Warranties of the Board: It may be noted that the clauses regarding power purchase by a distribution licensee are only warranted under this agreement</p>

Billing and Payment 11_02_2021

Sl No	Particulars	Request of AHPL	KSEBL remarks
9	Billing and Payment	Clause "6.4. If KSEB Ltd pay the amount due within due date of payment, then a rebate of 2% shall be given to KSEB Ltd by the developer. <u>If the payment was made by KSEBL within a period of one month of presentation of bills by the developer, a rebate of 1% shall be given to KSEBL Ltd by the developer.</u> The rebate shall be availed in advance at the time of payment".	Not Agreed

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2021/101

Dated: 4th May, 2021

The Deputy Chief Engineer (Commercial & Planning),

With full power of Chief Engineer,
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Request for incorporation of appropriate clauses in proposed Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020
15. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T)/394, dated 18th Mar 2020
16. APPL letter No. APPL/KSEB/PPA/2020/029, dated 02nd May, 2020
17. KSEBL letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/1196, dated 19th Oct, 2020
18. APPL letter No APPL/KSEB/PPA/2020/73, dated 22nd Oct, 2020
19. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/218, dated 30th Oct, 2020
20. APPL letter No APPL/KSEB/PPA/2020/76, dated 19th Nov, 2020
21. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/247, dated 25th Nov, 2020
22. APPL/KSEB/PPA/2020/81, dated 9th Dec, 2020
23. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/267, dated 18th Dec, 2020
24. APPL letter No APPL/KSEBL/PPA/202/92, dated 11th Feb, 2021
25. KSBEL letter no. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/378, dated 20th Mar, 2021

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Registered Office: Plot No 304-L-III, 3rd Floor, Road No.78, Jubilee Hills, Hyderabad - 500096

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At the outset, we express our sincere gratitude to your good office for agreeing the provision of procurement of entire generation from the project.

With reference to our letter referred at s.no. 24, we hereby again request you to please consider the following concerns/observations for inclusion/incorporation in the intended PPA:

- Must run status:

As mentioned by you, Clause 10.2 of the draft PPA does not provide any specific reference to capture the "Must Run" status to the project. Please note this is the basic understanding on which PFC, the project Lender, has appraised the bankability of the project. The generation of renewable Energy due its unpredictable nature cannot be compared with conventional energy. That is the reason, all the extant regulations from CERC/ KSERC clearly provide this comfort to all renewable energy developers. As we understand KSEB too agrees to this position, we therefore request you to kindly incorporate this specific clause pertaining to the "Must Run" status of the project, in order to avoid any ambiguity and potential dispute in future.

- Applicable tariff:

Based on our petition filed and upon hearing from KSEB, the respondent, the Honourable Commission vide its Order OA No. 13/2018 dated 20th August, 2018 had passed the following order:

"KSEB Ltd has confirmed their willingness to purchase power from the 8 MW SHP developed by the petitioner at the tariff and terms and conditions as decided by this Commission."

In the same the Hon. Commission had clearly state that project specific tariff shall be determined and had also interalia ordered us to file an appropriate petition for determination of the project specific tariff with all details and parameters including the total capital cost of the project along with the supporting documents.

Accordingly, we filed a petition before the Hon'ble Commission on 1st Jan, 2021 for determination of project specific tariff.

In light, we request you to incorporate the same in the the Clause No. 5.3 of draft PPA.

- Payment security mechanism:

PFC, our lender, had indicated that KSEB had executed a PPA with NTPC for purchase of renewable energy project which had payment mechanism as proposed by us vide our letter referred at s.no. 24 and PFC. We, therefore, request you to incorporate similar provision of payment security in the PPA.

- Roles and Responsibility/ Representations and Warranties :

We note your observation of the fact that as the "Roles and Responsibilities/ Representations and Warranties" stated in the Implementation Agreement will be automatically assumed by you. We wish to request to you to kindly incorporate a deeming provision in the draft PPA, wherein "KSEB shall deem to assume and undertake to comply with all the provisions related to "Roles and Responsibilities/ Representations and Warranties" as in Article 5/Article 11 of the IA and the Representation and Warranties as in clause of the IA.

- Billing and payment:

Please note that the commercial terms and conditions for the PPA shall be guided by the prevailing regulations in the state. It would be improper for us to deviate on this. Given this, we would like KSEB to align Clause No 6 (Billing and payment) of the PPA with KSERC (Renewable Energy and Net Metering) Regulation 2020, which is the regulation applicable for all the renewable projects during this control period.

Thanking you in anticipation of your kind consideration.

Yours faithfully,
For **Anakampoil Power Private Limited,**



(Tanmay Das)
Director

CC: The Chief Manager (Project - SR), Power Finance Corporation Ltd., New Delhi.



KERALA STATE ELECTRICITY BOARD LIMITED
 (Incorporated under the Indian Companies Act, 1956)
Office of the Chief Engineer (Commercial & Planning)
 8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala
 Phone: +91 471 2514366 Fax: 0471 2514405
 E-mail: dce.cp@kseb.in



No: CML-EE2-AEE-2/AKMP SHEP/2021-22/CE(C&T)/44

Dated: 4.05.2021

To

M/s Anakampoil Power Projects Pvt. Ltd.
 Plot No. 304-L-III, Third Floor, Poad No.78,
 Jubilee Hills, Hyderabad, Telengana-500 096.

Sir,

Sub :- Execution of PPA-KSEBL Approval-8MW ANAKAMPOIL SHEP- reg

Ref :- 1. Letter no. APPL/KSEB/PPA/2020/012 dated 29th May 2019 of M/s APPL .

2. This office letter even no.321 dated 13.01.2020.
3. Letter no. APPL/KSEB/PPA/2020/012 dated 04thDecember 2019 of M/s APPL .
4. Letter no. APPL/KSEB/PPA/2020/012 dated 6thFebruary 2020 of M/s APPL .
5. This office letter even no.394 dated 18.03.2020.
6. Letter no. APPL/KSEB/PPA/2020/029 dated 02nd May 2020 of M/s APPL .
7. This office letter even no.175 dated 19.05.2020.
8. Minutes dated 21.08.2020 convened by CMD with M/s Minar Renewables Energy Ltd
9. E mail dated 21.08.2020 of M/s MRPL requesting comments on track mode change in KSEBL PPA.
10. This office letter even no. 196 dated 19.10.2020.
11. Letter No. APPL/KSEB/PPA/2020/73 dated 22-10-2020.
12. This office letter even no. 218 dated 30.10.2020.
13. Letter No. APPL/KSEB/PPA/2020/76 dated 19-11-2020.
14. This office letter even no. 247 dated 25.11.2020.
15. Letter No. APPL/KSEB/PPA/2020/81 dated 09-12-2020.
16. Letter No. 01/10/APPL/Vol-II dated 08.12.2020 of Power Financing Corporation.
17. This office letter even no. 267 dated 18.12.2020.
18. Letter No. APPL/KSEB/PPA/2020/84 dated 22-12-2020.
19. Letter No. APPL/KSEB/PPA/2020/84 dated 24-12-2020.
20. Letter No. 01/10/APPL/Vol-III dted 05.01.2021 of Power Financing Corporation.
21. This office letter even no. 283 dated 12.01.2021.
22. Letter No. APPL/KSEB/PPA/2020/92 dated 11-02-2021.
23. Letter No. 01/10/APPL/Vol-III/D-No-071276 dated 15.02.2021 of PFC.
24. This office letter even no. 378 dated 20.03.2021.
25. Letter No. APPL/KSEB/PPA/2020/101 dated 04-05-2021.

With reference to your letter cited (25) above you have remarked that PFC has indicated that KSEBL had executed PPA with NTPC for purchase of renewable energy with Payment Security Mechanism. This is to confirm that KSEBL has not kept Letter of Credit with SHEPs within the State from whom power is purchased in IPP mode which are similar to Anakampoil SHEP. However it may please be noted that KSEBL is a prompt payer availing the permitted rebate by making payments within the due date.

Regarding the other modifications requested against '*Must Run Status, Applicable Tariff, Payment Security Mechanism, Roles and Responsibilities/Representations and Warranties, Billing and Payment*' remarks were already furnished vide ref(24) along with a detailed tabulation statement. In view of the above, it is observed further modifications does not seem necessary.

The modifications suggested by you is not project specific or affecting the bankability of the project and is causing inordinate delay in initialing the draft PPA. Hence it is requested that necessary steps may please be taken to give concurrence for initialing the PPA.

Yours faithfully



Chief Engineer Safety Commissioner
with charge of Chief Engineer (Commercial & Planning)

Acc-tabulated Sheet

Copy to

The Chief General Manager (Projects- Southern Region)
Power Finance Corporation,
Urjanidhi, 1, Barakhamba Lane, Connaught Place,
New Delhi 110001.

10/15

14/15

Ms AHPL modifications in clauses suggested on 11_02_2021

Sl No.	Particulars	Request of AHPL	KSEBL remarks
1	MUST RUN	<p>An enabling or cross reference clause to this extent to be incorporated in the PPA to capture the applicability of KSERC (Renewable Energy and Net Metering) Regulation 2020, clause no. 38 (1)</p> <p><i>(1) "All the renewable energy power plants, unless and otherwise exempted, shall be treated as 'MUST RUN' power plants and shall not be subjected to 'Merit order Dispatch' principles."</i></p> <p>"It is understood and agreed by and between the parties that APPL shall operate the station as per the manufacturers 'guidelines, applicable grid operating standards, and relevant statutory provisions and regulation of KSERC, as applicable from time to time. The scheduling of power from the plant will not be subject to 'merit order dispatch 'principles and the plant will be treated as 'MUST RUN' power plant."</p>	Refer clause 10.2 of draft PPA No modifications are required.
3	Applicable tariff	<p>Clause No. 5.3 of draft PPA shared by KSEBL may be modified in line with the recent PPA executed with the other developers as : "Tariff for power generated from the project shall be project specific tariff as determined by the Commission or generic tariff as notified by the commission, whichever is lower."</p>	This provision reflects the policy decision of Government and KSEBL and cannot be changed for a particular project.
4	Payment Security Mechanism	<p>Suggested clause in line with the Clause no. 5.1 of Model PPA as part of with RFP document and recent PPA executed by KSEBL:</p> <p>"KSEBL shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by the Board, the Board shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Company. The initial value of the LC shall be the value payable for the preceding 3 months."</p>	Such a facility is not given by KSEBL for other SHEPs and other projects within the State. Hence not considered
5	Assignment and Charges	<p>Suggested clause in line with the Clause no. 16.5 of Model PPA as part of with RFP document and recent PPA executed by KSEBL:</p> <p>Assignment and Charges</p> <p>"a) No Party shall assign this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the other Party. b) Provided the Company can create/ assign all its rights and benefits under this Agreement as security for indebtedness, in favour of the Lenders and working capital providers for the Project;"</p>	Covered in Implementation Agreement

Change in Law 11_02_2021

Sl No.	Particulars	Request of AHPL	KSEBL remarks
6	Change in Law	<p>"Change in Law" means the occurrence of any of the following events after the approval of project specific tariff by KSEERC resulting into any additional recurring / non - recurring expenditure by the APPL or any Income to the APPL:</p> <p>a. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re - enactment or consolidation) in India, of any law, including rules and regulations framed pursuant to such law;</p> <p>b. change in the interpretation or application of any law by any Indian Governmental Instrumentality having the legal power to interpret or apply such law or any Competent Court of Law;</p> <p>c. the imposition of a requirement for obtaining any Consents, Clearances and ;</p> <p>d. Permits which was not required earlier;</p> <p>e. change in the terms and conditions prescribed for obtaining any consents, clearances and permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits, except due to any default of the APPL;</p> <p>f. any statutory change in tax structure or introduction of any new tax made applicable for setting up / operation of Hydro Power Project and supply of power from the Project by the APPL, shall be treated as per the terms of this Agreement. For the purpose of considering the effect of this change in Tax structure due to change in law after the date of submission of Tariff petition, the date such law comes into existence shall be considered as effective date for the same; but shall not include (1) any change in any withholding tax on income or dividends distributed to the shareholders of the APPL, or (2) any change on account of regulatory measures by the Appropriate Commission.</p> <p>Relief for 'Change in Law' : The aggrieved party shall be required to approach the regulatory commission for seeking approval of "Change in Law".</p> <p>The decision of the regulatory commission to acknowledge a "Change in Law" and the date from which it will become effective, provide relief for the same, shall be final and governing on both the parties."</p>	<p>Refer Imp. Agtt and Clause 10.4 of the draft PPA . Relief for Change in Law if any, shall be as per applicable regulations issued by KSEERC from time to time.</p>

Roles and Responsibilities 11_02_2021

SI No.	Particulars	Request of AHPL	KSEBL remarks
7	Roles and Responsibilities	<p>Suggested clause in line with the Article 3 of Model PPA as part of with RFP document and recent PPA executed by KSEBL: Roles and Responsibilities of contracting parties may be included in the PPA: Responsibilities of the Company and the Board: Responsibilities of Company a. The Company shall operate the Project in a safe manner and shall comply with the statutory/regulatory measures applicable to the operation of the Project promulgated by the Government of Kerala /Government of India. b. The Company shall generate power at 6.6 kV, stepped up to 33 kV and transmitted to Board's nearest switch yard. The net power generated after deductions for Auxiliary Power Consumption will be transmitted over the line. c. The Company undertakes to maintain the Interconnection Facilities in accordance with the specification and requirements as notified to the Company by the Board at its own cost and in accordance with Prudent Utility Practices. d. The Company shall at its own cost and expense purchase and maintain by due reinstatement or otherwise such insurance as may be necessary till the expiry of this Agreement. e. The Company shall operate and maintain the Project during the term of the Agreement, in accordance with: 1) Implementation Agreement; 2) Prudent Utility Practices; 3) All applicable laws and directives; 4) The manuals, instructions and manufacturer's guidelines supplied by construction contractors, manufacturers of equipment/suppliers etc; 5) Despatch Instructions; Responsibilities of Board a. The Board will provide all possible assistance to the Company in its initiatives in obtaining all way-leaves required for construction, installation, operation and maintenance of the Project including: Access to the Project 1) Transmission facilities for the export of energy to the Board Grid system 2) Pipelines for water and Other utility supplies along with communication links 3) The Board shall off take all the electricity made available by the Company at the Interconnection Point subject to the Force Majeure conditions. Mutual Covenants Each party will duly pay all rents, taxes, cesses, fees, revenues, assessments, duties, other outgoing and other amounts owed by it and will observe all the rules and regulations pertaining to the same, and will not do or omit to do or suffer to be done anything which could reasonably be expected to adversely affect or prejudice the interest and rights of the other party in any manner whatsoever.</p>	<p>Roles & Responsibilities of the Company are covered in the Implementation Agreement. Roles and Responsibilities of the Board. It may be noted that the clauses regarding power purchase by a distribution licensee are only warranted under this agreement.</p>

Representation and Warranties 11_02_2021

Sl No.	Particulars	Request of AHPL	KSEBL remarks
8	Representation and Warranties	<p>Representation and Warranties: Representation and Warranties of the Company The Company represents and warrants to the Board that:</p> <p>a. the Company duly organised and validly existing under laws of India and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof;</p> <p>b. this agreement constitutes valid, legal and binding obligation of the Company, enforceable in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences; the discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;</p> <p>c. 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 adversely affect the ability of the Company to meet and carry out its obligations under this Agreement; and</p> <p>d. the execution and delivery by the Company of this Agreement has been duly authorised 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 or its property may be bound.</p> <p>Representations and Warranties of Board Board represents and warrants to the Company that:</p> <p>a. the Board is a statutory body duly constituted under the Electricity (Supply) Act, 1948, as amended, 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;</p> <p>b. this Agreement constitutes the valid legal and binding obligation of the Board, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting creditor's rights generally to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, discretion of the court before which any proceeding thereof may be brought and the principles of Equity in general;</p> <p>c. There are no actions, suits or proceedings pending or to the Board's knowledge threatened, against or affecting the Board before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the Board to meet and carry out its obligations under this Agreement; and</p> <p>d. the execution and delivery by the Board of this Agreement has been duly authorised by all requisite corporate 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 or its property may be bound.</p>	<p>Representation and Warranties of the Company are covered in the Implementation Agreement .</p> <p>Representation and Warranties of the Board: It may be noted that the clauses regarding power purchase by a distribution licensee are only warranted under this agreement</p>

Billing and Payment 11_02_2021

Sl No	Particulars	Request of AHPL	KSEBL remarks
9	Billing and Payment	Clause "6.4. If KSEB Ltd pay the amount due within due date of payment, then a rebate of 2% shall be given to KSEB Ltd by the developer. <u>If the payment was made by KSEBL within a period of one month of presentation of bills by the developer, a rebate of 1% shall be given to KSEBL Ltd by the developer. The rebate shall be availed in advance at the time of payment</u> ".	Not Agreed

ANAKAMPOIL POWER PRIVATE LIMITED

No. APPL/KSEB/PPA/2021/106

Dated: 21st May, 2021

The CMD,

Kerala State Electricity Board Limited,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram
Kerala - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Request for incorporation of appropriate clauses in proposed Power Purchase Agreement Reg.

Ref:

1. Tender Notice No. SHPC/RFP 2/13, dated 30th July, 2013
2. Letter of Allotment (LOA) No. EMC/SHPC/SHP/BOOT/LOA/1, dated 29th July 2014
3. Implementation Agreement, dated 16th January, 2015
4. KSERC order no. OP2/2018
5. KSEBL email dated 23rd Mar 2019 Reg. draft PPA
6. APPL Letter No. APPL/KSEB/PPA/2019/49, dated 29th May, 2019
7. KSEBL Letter No. D(T&SO)/T3/Eruvanjipuzha SHEPs/19-10/328, dated 8th Jul, 2019
8. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/563, dated 12th July, 2019
9. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHP/2019-20/CE(C&T)/173, dated 9th Aug, 2019
10. KSEBL Letter No. CE/TRN/E6/SHEP/2019-20/746, dated 17th Aug, 2019
11. APPL Letter No. APPL/KSEB/PE/2019/72, dated 29th Aug, 2019
12. APPL/KSEB/PE/2019/73, dated 31st Aug, 2019
13. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T/321, dated 13th Jan 2020
14. APPL letter No. APPL/KSEB/PPA/2020/012, dated 6th Feb 2020
15. KSEB Letter No. CML-EE2-AEE-2/AKMP SHEP/2019-20/CE(C&T/394, dated 18th Mar 2020
16. APPL letter No. APPL/KSEB/PPA/2020/029, dated 02nd May, 2020
17. KSEBL letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T/1196, dated 19th Oct, 2020
18. APPL letter No APPL/KSEB/PPA/2020/73, dated 22nd Oct, 2020
19. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T/218, dated 30th Oct, 2020
20. APPL letter No APPL/KSEB/PPA/2020/76, dated 19th Nov, 2020
21. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T/247, dated 25th Nov, 2020
22. APPL/KSEB/PPA/2020/81, dated 9th Dec, 2020
23. KSEBL Letter No. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T/267, dated 18th Dec, 2020
24. APPL letter No APPL/KSEBL/PPA/202/92, dated 11th Feb, 2021
25. PFC letter No. 01/10/APPL/Vol-III/D.No-071276, dated 15th Feb, 2021
26. KSBEL letter no. CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T/378, dated 20th Mar, 2021
27. APPL letter no. APPL/KSEB/PPA/2021/101, dated 4th May, 2021

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Registered Office: Plot No 304-L-III, 3rd Floor, Road No.78, Jubilee Hills, Hyderabad - 500096

+91-40-23110775, 23548880 contactus@rehpl.co.in www.rehpl.co.in

As you are kindly aware, the captioned Project was allotted to us vide letter at **Ref 2**, through competitive bidding under referred tender invited by Small Hydro Promotion Cell, Power Department, Government of Kerala ('GoK') in accordance with Small Hydro Power Policy 2012 of GoK. The said tender documents inter-alia comprised of drafts of model Implementation Agreement and model Power Purchase Agreement ('PPA') for Independent Power Projects ('IPPs').

Based on the terms and conditions of the tender and the annexures thereof, PFC, the Lender to our Project, had appraised and sanctioned term loan for the Project. Subsequently, KSEB provided us a new PPA draft for our consideration. We observed from that the new draft did not have certain important clauses and also there were conditions which were in variance to the extant regulations prescribed by CERC / KSERC/ State Hydro Policy.

You may recollect that we had represented to your good self to look into this matter. We are pleased to bring to your notice upon your kind direction given in the joint meeting held on 21st Aug, 2020, we held multiple deliberations amongst us and reconciled most of the outstanding issues. KSEBL, vide its letter at **Ref 26**, conveyed the same to us.

However, there are still certain critical issues, as given below, which remains unresolved and would need your kind intermediation.

- Must run status:

KSEBL in-principle agreed that being a renewable energy project, Anakampoil power plant shall be treated as "MUST RUN" but does not want to include the same in the PPA draft. This is an important provision for any renewable energy project to protect from application of the principle of merit order dispatch during the tenure of the PPA. That is the reason, clause no. 38 (1) of KSERC (Renewable Energy and Net Metering) Regulation 2020 clearly provides for this. Similar provisions are also there in CERC regulation. In order to avoid any ambiguity and potential dispute in future, express incorporation of this provision in the PPA draft is required.

- Applicable tariff:

The Hon'ble KSERC, vide its Order OA No. 13/2018 dated 20th August 2018, for Anakampoil SHP had already passed the order in this regard and therefore the

same is a settled matter. We therefore are willing to accept the position as decided by the Honorable KSERC. The order passed is as under :

"KSEB Ltd has confirmed their willingness to purchase power from the 8 MW SHP developed by the petitioner at the tariff and terms and conditions as decided by this Commission."

In light, we request you to incorporate the same in the the Clause No. 5.3 of draft PPA shared by KSEBL.

- Payment security mechanism:

PFC, vide its letter at **Ref 25** (copy enclosed for your kind information), proposed a payment mechanism, which was adopted by KSEBL for PPA executed between KSEBL and NTPC for purchase of renewable energy. The same provision is also mentioned in the Model PPA of the tender document. We, therefore, request you to incorporate similar provision of payment security in the PPA.

- Billing and payment:

These provisions are generic in nature and should not contravene to the prevailing regulations of the State. As these are not open to any bilateral negotiation, we would request if Clause No 6 (Billing and payment) of the PPA should be aligned with KSERC (Renewable Energy and Net Metering) Regulation 2020.

Besides these there are certain drafting issues which we can take in up with the officials separately such as representation & warranties, change in law, etc.

As you kindly aware, we have to now file the approval of the draft PPA with KSERC, our prayers to your good self is to align all the relevant provisions in the draft with the prevailing regulations so that the same is approved smoothly. You may please note that PFC had also in couple of occasions separately taken up these matters directly with KSEB as non-inclusion of these critical conditions and also deviation of provisions with respect to the extant regulations, would adversely affect the bankability of the project.

In light of the above, we request your kindly look into the matter and resolve the outstanding issues to our mutual satisfaction.

Thanking you in anticipation of your kind consideration.

Yours faithfully,
For **Anakampoil Power Private Limited,**

A handwritten signature in black ink, appearing to be 'T. Das'.

(Tanmay Das)
Director

Encl: As above



पावर फाइनेंस कॉर्पोरेशन लिमिटेड POWER FINANCE CORPORATION LTD.

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)

(आई.एस.ओ. 9001:2015 प्रमाणित)

(ISO 9001:2015 Certified)

432

No. 01/10/APPL/Vol-III/D.No-071276

15th February 2021

To,
The Chief Engineer-Commercial & Planning
Kerala State Electricity Board Ltd.,
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram – 695 004

Sub: M/S Anakampoil Power Private Limited (APPL) 8MW SHEP in Kozhikode District of Kerala - Execution of Power Purchase Agreement (PPA) between APPL and Kerala State Electricity Board Limited (KSEBL) etc. – Modifications in KSEB draft PPA -Reg.

Ref: 1. KSEBL's Email dated 23rd March 2019 Sharing draft PPA.
2. KSEBL's Letter CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/273 dated 5th January 2021.
3. M/S APPL letter 11th February 2021.

Please refer to above.

As you are aware, M/s Anakampoil Power Private Limited (M/S APPL) is executing the 8 MW SHEP in Kozhikode District of Kerala. This project was awarded to M/S APPL through bidding process of Department of Power, Government of Kerala vide RFP No SHPC/RFP/2/2013 dated 30th July 2013.

Power Finance Corporation Limited (PFC) is the sole Lender in this 8 MW Small Hydro Electric Project to be developed by M/s Anakampoil Power Private Limited in Kozhikode District of Kerala.

We are extremely thankful to you for your letter under reference 2 above intimating the present status of PPA execution. Further to this, PFC has reviewed the subject matter as brought out by APPL under reference 3 and KSEBL's email under reference 1.

PFC being the sole lender to the subject project and has considered the following major features/terms/provisions of Tender/Implementation agreement/model PPA while carrying out appraisal, sanction and subsequent modification of terms and condition of sanction.

- The project having taken up under "renewable energy generation" category and relevant provisions of "must run" feature of plant and "not subject to merit order dispatch principles" applicable to renewable energy plants were considered for appraisal/evaluations.
- Procurement of entire energy generated from the plant by KSEBL.
- Tariff for the power generated from the plant shall be project specific tariff as determined by KSERC
- There is adequate payment security assurance as is indicated in the model PPA.
- Billing and payment as specifically indicated and covered in Tender/Model PPA/Implementation Agreement for the project.
- Various other legal /commercial/contractual provisions as is covered by the Tender, Implementation Agreement and model PPA for the project in terms of provisions for
 - Assignment and Charges

[Handwritten signature and date]
15/2/2021

पंजीकृत कार्यालय : "ऊर्जाविधि", 1, बाराखंबा लेन, कनॉट प्लेस, नई दिल्ली - 110001 दूरभाष : 23456000 फैक्स : 011-23412545

Regd. Office : "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110001 Phones : 23456000 Fax : 011-23412545

वेबसाइट / Website : www.pfcindia.com • CIN : L65910DL1986GOI024862

Page 1 of 3


- Change in law
- Roles and responsibilities, representations & warranties of / from parties to agreement.

We sincerely appreciate the efforts of KSEBL in simplifying the PPA content while not losing the spirit and clarity of the legal/contractual/commercial conditions with reference to model PPA. However, while reviewing the PPA shared by KSEBL, we have identified certain concerns/observations for favourable consideration for inclusion /amendment of draft PPA given by KSEBL for giving better clarity and conformance with respect to bidding/implementation guidelines/conditions/provisions for the subject project.

We hereby enclose the letter of M/s APPL addressed to KSEBL in this regard.

Major concerns/modifications identified and suggested are as below.

- "Must run" feature and "plant not subject to merit order dispatch shall be explicitly indicated in the PPA as - "It is understood and agreed by and between the parties that APPL shall operate the station as per the manufacturers 'guidelines, applicable grid operating standards, and relevant statutory provisions and regulation of KSEERC, as applicable from time to time. The scheduling of power from the plant will not be subject to 'merit order dispatch 'principles and the plant will be treated as 'MUST RUN' power plant."
- Clause 5.3 of draft PPA to be modified to ensure generation/procurement of entire energy from the plant by KSEBL as - "From and after the CoD of the Project/generating unit, the Developer agrees to sell the entire ~~contracted~~ energy to KSEB Ltd and KSEB Ltd. agrees to purchase entire energy from the Developer at the interconnection point, subject to terms and conditions of the this Agreement, during the terms of this agreement or till the termination date in the event of the termination."
- Tariff for the power generated from the plant shall be project specific tariff as determined by KSEERC – clause 5.3 to be modified as "Tariff for power generated from the project shall be project specific tariff as determined by the Commission ~~or generic tariff as notified by the commission, whichever is lower."~~
- Payment Security provision to be included by modifying clause 5.1 as "KSEBL shall make payments of the amounts due in Indian Rupees on or before Due Date of Payment. On the first default of payment by the Board, the Board shall open an irrevocable, confirmed revolving Letter of Credit (LC) in favour of the Company. The initial value of the LC shall be the value payable for the preceding 3 months."
- Billing and Payment terms as per relevant provisions of model PPA
- PPA to include relevant provisions of tender/Implementation Agreement/model PPA for following provisions in additions to others already covered and as per the enclosed letter of M/s APPL:
 - Provisions in respect of "Assignment and Charges"
 - Provision in respect of "Change in law"
 - Provision in respect of "Roles and responsibilities of parties to agreement"
 - Provisions in respect of "Representations and warranties from the side of parties to agreement"


15/12/2021

Page 2 of 3

We are sure that KSEBL will appreciate the fact that these modifications are requested from the point of view of bankability, legality and commercial aspects of the project that have been considered while the project was awarded and also with an intent to give better clarity to the provisions cited.

We hopeful that KSEBL will consider these suggestions/modifications/amendments requested by APPL/PFC for favourable inclusion in the draft PPA for the reasons and circumstances cited therein.

We look forward to a favourable decision on the matter.

Yours sincerely,


For Power Finance Corporation Limited.

Nitin Kumar

General Manager (Southern Region)

CC:

1. The Director, Energy Management Centre, Sreekrishna Nagar, P.O. Sreekariyam, Thiruvananthapuram, Kerala – 695017.
2. M/s Anakampoil Power Pvt. Ltd. (APPL), H.NO.1-62/K/84, Plot No.84, Kavuri Hills, Madhav Nagar, Banjara Hills, Hyderabad – 500033.


15/2/2021

**KERALA STATE ELECTRICITY BOARD LIMITED**

(Incorporated under the Indian Companies Act, 1956)

Office of the Chief Engineer (Commercial & Planning)8th Floor, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695 004, Kerala

Phone: +91 471 2514554

Fax: 0471 2514405

E-mail: dceplg@kseb.in, dce.cp@kseb.in

No: CML-EE2-AEE-2/AKMP SHEP/2020-21/CE(C&T)/148

Dated: 12.08.2021

To

The Director,
M/s Anakampoyil Power Pvt Ltd,
Plot No.304-L-III, 3rd floor,
Road No.78, Jubilee Hills,
Hyderabad - 500 096

Sub :- Anakampoil Small Hydro Electric Projects (8MW) - Execution of PPA - reg.

Ref :- 1. Letter No. APPL/KSEB/PPA/2021/114 dated 07.07.2021

2. Letter No. APPL/KSEBL/2021/118 dated 10.08.2021

Please refer to the above.

The Power Purchase Agreement (2 nos) initialed on behalf of KSEBL is forwarded herewith for initialing at your end and one duly initialed PPA from your end may be returned to this office for records. The PPA duly initialed by both parties may be submitted before the Honorable KSERC for approval of PPA.

With respect to your request referred (2) for fixing interim tariff for the project, it is here by informed that, for Small Hydro Projects, tariff is determined by Honorable KSERC and hence you may approach the Commission for determination of interim tariff until final tariff is determined.

Yours faithfully


Chief Engineer (Commercial & Tariff)

Encl: Initialed PPA


12/8



KERALA STATE ELECTRICITY BOARD LIMITED
 (Incorporated under the Indian Companies Act, 1956)
 Office of the Chief Engineer (Commercial & Tariff)
 8th Floor, Vydyuthi Bhavanam, Pattom, Thiruvananthapuram - 695
 004, Kerala
 Phone: +91 471 2514554 Fax: 0471 2514405
 E-mail: dceplg@kseb.in, dce.cp@kseb.in



No: CML-EE2-AEE-2/AKMP SHEP/2021-22/CE(C&T)/ 225 Dated: 30.10.2021

To

M/s Anakampoil Power Projects Pvt. Ltd,
 Plot No. 304-L-III, Third Floor, Poad No.78,
 Jubilee Hills, Hyderabad, Telengana-500 096.

Sir,

Sub :- 8 MW Anakampoyil SHEP by M/s Anakampoyil Power Pvt Ltd - Execution of PPA and
 admissibility of invoices -reg:-

Ref :- 1. No. CML-EE2-AEE-2/AKMP SHEP/2021/CE(C&T)/503 dated 12.08.2021
 2. Your letter No. APPL/KSEBL/2021/52 dated 27.10.2021
 3. Interim Order of KSERC dated 25.10.2021 on OP No.01/2021

Please refer to the above.

The Power Purchase Agreement for the 8 MW Anakampoyil SHEP, initialed on behalf of KSEBL was forwarded vide reference (1) for initialing at your end. It is highly regretted that the initialed PPA has not been furnished, after initialing from your part. Any payment towards Power Purchase can be processed only after obtaining a duly initialed PPA. Hence it is hereby informed that the date of receipt of the initialed PPA at this office may be treated as the date of invoicing.

Yours faithfully,

Chief Engineer (Commercial & Tariff)

Copy to:

1. The FA, KSEBL for information
2. PA to the Director (Finance) for information.

**ANAKAMPOIL POWER
PRIVATE LIMITED**

No. APPL/KSEBL/2021/126

Dated: 01st Nov, 2021**The Chief Engineer (Commercial & Tariff)**Kerala State Electricity Board Limited
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695004

Dear Sir,

Sub: Anakampoil Small Hydro Project (8 MW) in Kozhikode District - Execution of PPA and admissibility of invoices Reg.**Ref:**

1. No. CML-EE2-AEE-2/AKMP SHEP/2021/CE(C&T)/503 dated 12.08.2021
2. Our letter No. APPL/KSEBL/2021/52 dated 27.10.2021
3. Interim Order of KSERC dated 25.10.2021 on OP No. 01/2021
4. Your letter No. CML-EE2-AEE-2/AKMP SHEP/2021/CE(C&T)/225 dated 30.10.2021

We are in receipt of your letter at **Ref 4**.As desired by you, we are hereby enclosing the initialled PPA, post our initialling, as **Annexure 1**.

We, therefore, request your good office to kindly undertake the processing of the payment towards power purchase immediately.

Thanking you,

Yours Faithfully,

For **Anakampoil Power Private Limited**(Tanmay Das)
Director**Encl:** As Above

POWER PURCHASE AGREEMENT BETWEEN
KERALA STATE ELECTRICITY BOARD LIMITED
AND
ANAKAMPOIL HYDRO POWER PRIVATE LIMITED
FOR SALE OF POWER FROM
ANAKAMPOIL SMALL HYDRO ELECTRIC POWER PLANT (8MW)

Dated^{12th}.....day of August 2021

This Power Purchase Agreement, hereinafter called Agreement entered into on this ^{12th} day of August 2021

Between

Kerala State Electricity Board Limited a company incorporated under the Companies Act, 1956 and having its registered office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram represented by Sri./Smt. (here enter Name and Designation), hereinafter referred to as 'KSEB Ltd' (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as a party of the First Part and

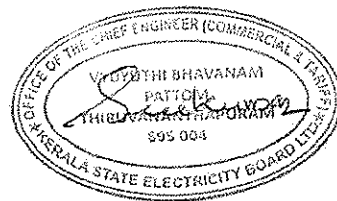
Anakampoil Power Private Limited having its registered office at Plot No 304-L-III, 3rd Floor, Road No. 78, Jubilee Hills, Hyderabad, Telangana-500096 represented by Sri./Smt. (here enter Name and Designation), hereinafter referred to as the 'Developer' (which expression, shall unless repugnant to the context or meaning thereof, include its successors and assignees) as a party of the Second Part.

Whereas Government of Kerala has accorded approval to *Anakampoil Power Private Limited* for setting of *Anakampoil* Small Hydro Electric power plant of capacity 8 MW at Kozhikode District, herein after referred to as the 'Project'.

AND WHEREAS the Project is fully owned, operated and maintained by *M/s Anakampoil Power Private Limited*.

AND WHEREAS KSEB Ltd is desirous of purchasing all the declared capacity of energy generated from the Project and the Developer is willing to sell the same to KSEB Ltd, on mutually agreed terms and conditions.

The terms and conditions of the PPA are as per prevailing KSERC Regulations and any changes that may occur in future shall be applicable for all operating norms or any other parameters.

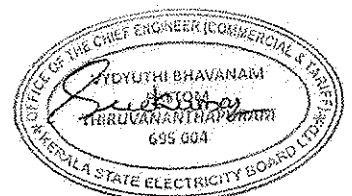


NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, it is hereby agreed by and between the Parties hereto as follows.

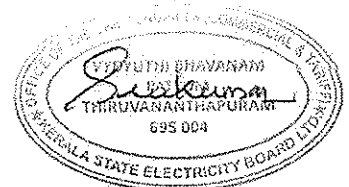
1.1. Definitions

In this Agreement unless the context otherwise requires

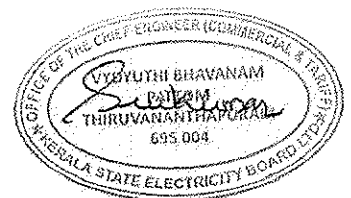
a.	Agreement	means this Power Purchase Agreement dated as of the date hereof, as the same may be amended, supplemented or modified from time to time in accordance with the terms and conditions hereof
b.	Authority	means the Central Electricity Authority
c.	Billing date	means the 5 th business day after the metering date
d.	Billing month	means the calendar month starting with the metering date.
e.	BOOT	Means Built Own Operate and Transfer the Project in accordance with the prudent utility practices as per the terms and conditions set forth in this agreement for a period from the date of allotment till expiry/termination of implementation agreement.
f.	BOOT Period	Shall have the meaning assigned to it in the Implementation Agreement.
g.	Commission	means the Kerala State Electricity Regulatory Commission referred to in sub-section (1) of Section 82 of the Electricity Act 2003
h.	Contracted Capacity	capacity contracted by KSEB Ltd under Article 3 .1 of this Agreement.
i.	Co-ordination Committee	means a committee constituted by the parties comprising of members of both the Developer and KSEB Ltd for the purpose of co-ordination of the commissioning and operation of the interconnection and transmission facilities and the power station and their co-ordination with the grid system
j.	Commercial Operation Date (CoD)	means in relation to unit or block the date declared by the Developer after demonstrating the maximum Installed Capacity through a successful trial run after notice to the beneficiaries and in relation to the generating station as a whole the date of commercial operation of the last unit or block of the generating station.



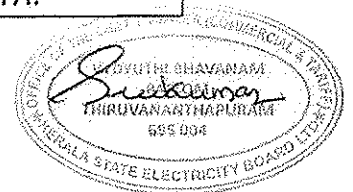
k.	Day	shall mean 24 (twenty four) hour period beginning and ending at 12.00 midnight, Indian Standard Time (IST).
l.	Due date of Payment	means the 10 th day from date of receipt of bill. If such day is not a Business day the due date will be the next Business day
m.	Evacuation facilities	shall mean transmission facilities built from the Interconnection Point in the Developer's switchyard up to the existing transmission line of KSEB Ltd which will be constructed by the Developer and transferred to KSEB Ltd.
n.	Force Majeure	shall have the meaning set forth in article 7 hereof.
o.	Generating Unit	means one set of hydro turbine generator and auxiliary equipment and facilities forming part of the Project. The Project comprises 3 units of 2x3.5 MW and 1 x 1 MW machines.
p.	Grid Code	means the Kerala State Electricity Grid Code specified by the Commission from time to time
q.	Inter Connection Point	Shall mean gantry point in the Project switch yard at 33 kV level from where the evacuation system starts.
r.	Inter connection facility	shall mean such facilities installed by the Developer to enable grid system of KSEB Ltd to receive the delivered energy from the Project at the Interconnection Point.
s.	Maintenance Outage	shall mean an interruption or reduction of the generating capability of the Project for the purpose of performing work on specific components of the Project, the work which should not, in the reasonable opinion of the Developer be postponed until the next scheduled outage.
t.	Metering Date	shall mean the first working day of each calendar month for a scheduled time mutually agreed between the parties. However the metering date of the financial year ends at 24:00 hrs on 31 st March of subsequent year and so on.
u.	Metering point	shall mean the point located at the Interconnection Point at which the energy delivered is metered.
v.	Main meter, Check meter and Standby Meter	shall mean the meter for measurement and checking of import/export of energy on the outgoing feeders for Deviation charges/Energy account. Check Meter means a 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. Standby meter means a meter connected to CT and VT, other than those used for main meter and check meter. If both main meter and check meter are not working, the reading of stand by meter is used for accounting and billing of electricity.
w.	Open Access Facility	means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission.
x.	Prudent Electrical Practices	means the use of equipment, practices and methods, as required to comply with applicable codes, standards and regulations in India to protect the electrical system, employees, agents and customers of KSEB Ltd from malfunctioning by the Project and to protect the Project and Developer's employees and agents from malfunctioning by the grid system of KSEB Ltd
y.	Prudent Utility Practices	mean those practices, methods, techniques and standards as changed from time to time that are generally accepted internationally for use in electric utility and power generation industries (taking into account conditions in India), and used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipments lawfully, safely, efficiently and economically, as applicable to the power station of the size, service and type of the Project and that generally conform to the manufacturer's operation and maintenance guidelines.
z.	Performance tests	shall mean the tests specified by the Co-ordination Committee.



aa.	Project facilities	shall mean buildings, diversion structure, dam/weir, water conductor systems, forebay, powerhouse, switchyard, tailrace, all energy producing equipment and its auxiliary equipment, switchgear, transformer, protection equipment, access road, evacuation line up to Inter connection Point and the like, necessary to deliver the electrical energy of the powerhouse to KSEB Ltd at the Inter connection Point.
ab.	Reactive Energy	means the integral reactive power with respect to time and measured in the unit of Volt Ampere hours Reactive (VARh) or standard multiples thereof.
ac.	Scheduled Outage	means a planned interruption or reduction of the generating capability of a unit or the power station for inspection, testing, preventive maintenance, corrective maintenance, repairs, replacement or improvements which has been scheduled by the Developer after receiving concurrence from SLDC.
ad.	Synchronisation Date	shall mean the date on which the Project starts delivering electrical energy generated from the Project into the system of KSEB Ltd for testing and initial start-up.
ae.	State Transmission Utility (STU)	means Kerala State Electricity Board Ltd or a Government Company notified by the Government of Kerala under sub-section (1) of Section 39 of the Electricity Act 2003.
af.	State Load Despatch Centre (SLDC)	means the Centre established under Section 31 of the Electricity Act 2003.
ag.	Termination Notice	means the notice of Termination by either party to the other party in accordance with the provisions of this agreement
ah.	Termination	means the early termination of this Agreement pursuant to the Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not unless the context otherwise requires include the expiry of this Agreement due to efflux of time in the normal course.
ai.	Termination Date	Means the date on which the Termination occurs, which shall not be less than 60 days from the date of Termination Notice.
aj.	Implementation Agreement	the Agreement dated 16/01/2015 entered into between the Government of Kerala and the Company for this Project which is attached as Schedule to this PPA.



2. Effective date and Term of Agreement:

This Agreement shall come into force at once and remain operative for BOOT period from the date of commencement of Commercial Operation. The term of the Agreement may be extended for further period by mutual agreement with modification as considered necessary and mutually agreed.

3. Installed Capacity:

Installed Capacity or IC means the summation of the name plate capacities of all the units of the generating station or the capacity of the generating station (reckoned at the generator terminals) approved by the Commission from time to time.

3.1. The Installed Capacity of the Project is 8 MW and the Contracted Capacity to KSEB Ltd is also 8MW.

3.2. The Project is being developed as a small hydroelectric plant based on renewable energy source.

4. Plant Operation and Maintenance, Evacuation facilities:

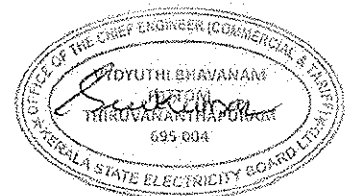
4.1. The Developer shall construct the Project as per the technical standards prescribed by the Authority and operate the Project in a safe manner during the term of the Agreement in accordance with the Kerala State Electricity Grid code 2005 and its amendments from time to time. It shall comply with the statutory/regulatory measures applicable to the construction and operation of the Project promulgated by the Government of Kerala /Government of India/KSERC (Commission).

4.2. The Developer shall be responsible for designing, implementing and maintaining protection system of the entire equipment for safe operation of the Project/Project facilities as per the Prudent Utility Practices, Prudent Electrical Practices and KSEGC and its amendments from time to time.

4.3. Energy sold from the Project, shall be metered at the Interconnection Point.

4.4. The developer shall declare the date of commercial operation (CoD), considering the proposal and result of the performance test furnished by the Co-ordination Committee.

4.5. The Project shall maintain the standards as per CEA (Technical Standards of Connectivity to the Grid) Regulations 2007.



5. Metering, Tariff and Energy Accounting

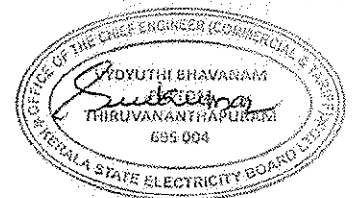
The Developer shall provide to the State Load Despatch Centre (SLDC), the generation summation outputs. The Developer shall provide other logged readings, which the SLDC may reasonably require, for monitoring purposes.

5.1. Metering: Both meters (main and check) and associated equipment (CT & PT) shall be of 0.2S class accuracy. The parties shall undertake a joint reading of the meters on the metering date. A standby meter also to be installed by the Developer to take readings in case of failure of Main and Check meters.

The main and check meters shall be checked jointly at the installation as per CEA (Installation and Operation of Meters) Regulations 2006. Data shall be downloaded from the meters at regular intervals as decided by SLDC for preparation of energy account. If the main meter or check meter is found to be not working at the time of meter readings or at any other time, the Developer shall inform SLDC of the same. Periodic testing of both main and check meters shall be carried out in the presence of representatives of Developer and KSEB Ltd as per procedure laid out in CEA (Installation and Operation of Meters) Regulations 2006 and its amendments from time to time. For any testing and/ or replacement, notice of seven days shall be given. Calibration of main and check meters shall be done as per the CEA (Installation and Operation of Meters) Regulations 2006 and its amendments from time to time. Cost of calibration of the meters and associated equipment shall be borne by the Developer. The faulty metering equipment shall be replaced by the Developer at their cost.

5.2. Energy Accounting: Both the parties agree to facilitate issue of energy accounts by 1st day of every month. Developer shall prepare and submit bills to KSEB Ltd. on the basis of such energy accounts. The energy accounts so prepared shall be binding on all the parties for billing and payment purposes. Any change in the methodology of energy accounting shall be done only as per the decisions taken in the appropriate fora and both the parties agree to abide by the methodology so finalized.

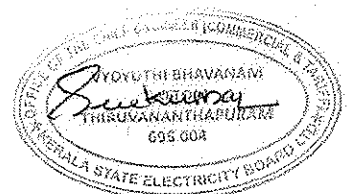
5.3. From and after the CoD of the Project/ generating unit, the Developer agrees to sell the entire energy to KSEB Ltd. and KSEB Ltd. agrees to purchase entire energy from the Developer at the Interconnection Point, subject to the terms and conditions of this Agreement, during the term of this Agreement or till the termination date in the event of termination.



- 5.4. Tariff for power generated from the Project shall be Project specific tariff as determined by the Commission or generic tariff notified by the Commission, whichever is lower.
- 5.5. The charges for power drawn by the Developer from the grid of KSEB Ltd during construction period, testing and pre-commissioning period, maintenance/ shutdown period of the plant shall be billed by KSEB Ltd on monthly basis at the tariff decided by the Commission.
- 5.6. The Developer shall ensure reactive power generation/ absorption as per the terms laid out in KSEGC(Kerala State Electricity Grid Code).In the event of any conditions not specified in the KSEGC, the relevant clauses of Indian Electricity Grid Code (IEGC) shall be applicable. Reactive power transaction shall be billed as per the relevant regulations.
- 5.7. Benefits, if any offered for the renewable power Project such as tax holiday benefits, benefits accruing on account of carbon credit etc. may be shared between the Developer and KSEB Ltd as per the norms of the Commission, amended from time to time.
- 5.8. Renewable Purchase Obligation (R.P.O): The entire energy procured by KSEBL will be accounted against RPO of KSEBL and the developer will not have any claim with respect to such power for renewable energy certificate or any such instruments.

6. Billing and Payment

- 6.1. Billing date is the 5th business day after the metering date. Due Date of payment is the 10th day from the date of receipt of bill. Business day means a day other than Sunday or a statutory holiday on which banks remain open for business in the state of Kerala. The Developer shall furnish a bill to KSEB Ltd on the billing date in such a form as may be mutually agreed by KSEB Ltd and the Developer for the billing month. Each bill for a billing month shall be payable by KSEB Ltd on or before the Due Date of Payment, in Indian Rupees by transferring credit / cheque to the account of Developer with State Bank of India atIf the Due Date is a not a business day, the next business day both for the Bank and KSEB Ltd shall be the Due Date. The Developer shall provide proper receipt to KSEB Ltd for the amount credited to their account within 5 days of credit.
- 6.2. The monthly bill will be assumed as undisputed unless KSEB Ltd informs the Developer within 5 days of receipt, that the bill is disputed with the reasons thereof. In any event KSEB Ltd shall pay the Bill on the Due Date of Payment and in case of any dispute, 90% of the total bill amount shall be paid and in the event of resolution of dispute the balance amount shall be released/ recovered with interest, if it exceeds 60 days of time.



- 6.3. The adjustments, if any, on account of any additional claims or errors in the billing for a month shall be made through a supplementary bill and shall also be paid / adjusted with the bill of the next month.
- 6.4. If KSEB Ltd pays the amount due within the due date of payment, then a rebate of 2% shall be given to KSEB Ltd by the Developer. The rebate shall be availed in advance at the time of payment.
- 6.5. If KSEB Ltd does not pay the amount due within 60 days from the date of billing, then KSEB Ltd shall pay interest @ 1.25% per month for such belated payment from the date on which payment was due until the payment is made in full.

7. Force Majeure

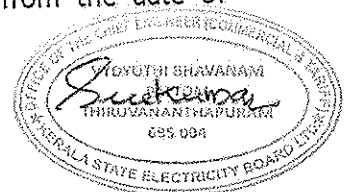
Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God, emergency shutdown of the line for immediate maintenance or repairs, or any other such reason beyond the control of concerned party. Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/ drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

8. Dispute Resolution

All disputes or differences of any kind between the parties arising out of or in connection with this Agreement including any issue on the interpretation and scope of the terms of this Agreement shall be mutually discussed and amicably resolved within 90 days. In the event that the parties are unable to resolve the disputes as stated above, the same shall be referred to the Commission by either party.

9. Termination

In the event of a continuing default by way of violations of the terms and conditions of the Agreement by either party lasting for more than 60 days, except in force majeure conditions, the other party shall issue a termination notice to the defaulting party. If the defaulting party does not cure the default within 30 days from the date of termination notice, the other party shall have the right to seek termination of the Agreement on a date, which shall not be less than 60 days from the date of



10.8. All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered Mail / Speed Post of Department of Posts with an acknowledgement due to the other parties in terms of implementation of the Agreement.

10.9. The Annexure and the schedules of this Agreement will form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this agreement.

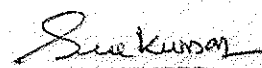
IN WITNESS whereof the Parties have executed this agreement at Thiruvananthapuram on the date above mentioned.

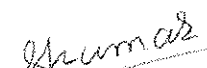
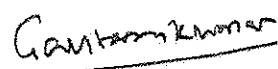
For and on behalf of
M/s. Anakampoil Power Private Limited

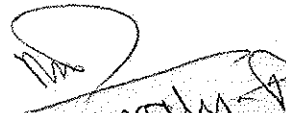
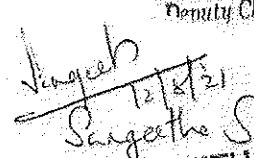
For and on behalf of
M/s. Kerala State Electricity Board Limited

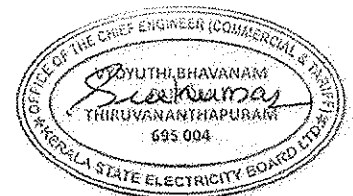

Signature with seal




CHIEF ENGINEER
(Commercial & Tariff)
Kerala State Electricity Board Ltd.
Vidyuthi Bhavanam, Pattam
Thiruvananthapuram - 695004

- Witness:
- 
1. (Santosh Kumar)
Manager (APPL)
 - 
2. (GAUTAM KUMAR)
MANAGER FINANCE (APPL)

- Witness:
- 
1. M. Muraly P.
12/21/21
MURALY P.
Deputy Chief Engineer
 - 
2. Sangeetha S.
12/21/21
SANGEETHA S.
Executive Engineer
Commercial



ANNEXURE P-19

KERALA STATE ELECTRICITY REGULATORY COMMISSION THIRUVANANTHAPURAM

Present : Shri Preman Dinaraj, Chairman
Shri K.Vikraman Nair, Member
Shri S.Venugopal, Member

OA No 13/2018

In the matter of : Petition filed by M/s Anakampoil Power Private Limited under Section 62,64 & 86 of Electricity Act 2003 read with the provisions of Kerala State Electricity Regulatory Commission (Terms and Conditions for determination of Tariff) Regulations, 2014 for determination of project specific tariff of 8MW Small Hydro Project

Petitioner: M/s Anakampoil Power Private Limited

Respondent: 1. KSEB Ltd, Thiruvananthapuram
2. Energy Management Centre, Trivandrum.

Order dated 20.08.2018

1. M/s Anakampoil Power Private Ltd (herein after referred to as the petitioner or M/s APPL) has filed a petition before the Commission on 06.06.2018 with the following prayers:
 - (a) *Pass an order determining the project specific tariff for the SHP of the petitioner for supply of electricity by the petitioner to the respondent No. 1 from the SHP*
 - (b) *Pass an order for reimbursement of the fees for tariff determination by the respondent No1 to the petitioner; and*
 - (c) *Pass such further order(s) which the Hon'ble Commission deems fit and just in facts of the present case*
2. The Commission has examined the petition filed by M/s Anakampoil Power Private Limited for determining the project specific tariff of the 8MW SHP developed at Chaliar basin at Kozhikode district.
3. The project is under construction and the tentative schedule of commissioning of the project is in November 2018. The basic parameters required for determining the project specific tariff is the 'capital cost' of the project as on the date of commercial operation (CoD). All the tariff components including the normative debt, equity, depreciation, working capital requirements etc depends on the capital cost of the project as on CoD.

4. Since the project is still under construction, the petitioner estimated the capital cost based on the contract signed by the petitioner with various contractors. It is very difficult at this stage to appraise the prudence of the capital cost estimated by the petitioner, without the details of the actual cost incurred on the project. The petitioner has also not raised any absolute necessity for determining the tariff at this stage. KSEB Ltd had already communicated its willingness to purchase the power from the project. Once the Commission determines the project specific tariff, the same will be applicable with retrospective effect for the energy injected into the KSEB grid from the date of CoD of the project.
5. Considering the facts as above, the Commission decided to determine the project specific tariff for the electricity generated from the 8MW SHP being developed by the petitioner at Chaliyar basin, once the project achieves COD, by adopting the actual capital cost incurred for the project after prudence check. As soon as the project achieves CoD, the petitioner may approach the Commission with actual cost as on CoD with necessary and sufficient details/documents for determining the project specific tariff. The petitioner has remitted Rs 1,70,000/- (Rs one lakh seventy thousand only) towards petition fee, as per the KSEB (Conduct of Business) Regulations, 2003. Commission also orders that this amount shall be adjusted against the fee for the subsequent filing of the petition for determination of project specific tariff once the project achieves COD.

Petition disposed off as above.

Sd/-
K.Vikraman Nair
Member

Sd/-
S.Venugopal
Member

Sd/-
Preman Dinaraj
Chairman

Approved for Issue

Sd/-
Santhosh Kumar. K.B
Secretary

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
5. Secretaries of All State Electricity Regulatory Commissions(SERCs)/JERCs.

Copy to:

1. Chairperson, CEA, Sewa Bhawan, RK Puram, New., Delhi
2. Secretary, CERC/FOR, Chandralok Building, Janpath, New Delhi

Copy also for information to:

1. All Joint Secretaries, Ministry of Power
2. PS to MOS (I/C) for Power and NRE
3. PPS to Secy.(P), PPS to AS(SNS), PPS to CE(RR)

**BEFORE THE KERALA STATE ELECTRICITY REGULATORY
COMMISSION**

PETITION NO. OF 2022

IN THE MATTER OF:

PETITION UNDER SECTION 86 OF THE ELECTRICITY ACT, 2003 READ WITH THE PROVISIONS OF THE KERALA STATE ELECTRICITY REGULATORY COMMISSION (RENEWABLE ENERGY AND NET METERING) REGULATIONS, 2020 FOR APPROVAL OF THE POWER PURCHASE AGREEMENT FOR THE 8 MW SMALL HYDEL PROJECT DEVELOPED BY M/S ANAKAMPOIL POWER PRIVATE LIMITED AT CHALIAR BASIN AT KOZHIKODE DISTRICT.

AND IN THE MATTER OF:

M/s Anakampoil Power Private Limited
Plot No. 304-L-III, 3rd Floor
Road No 78, Jubilee Hills
Hyderabad - 96

...PETITIONER

VERSUS

Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695004

...RESPONDENT

VAKALATNAMA

I, Tanmay Das S/o of Sri Nikunja Kishore Das, authorized representative of the Petitioner in the above Petition do hereby appoint and retain **SHIKHA OHRI** of **M/s Praxis Counsel**, Advocate/s to appear, plead and act for me/us in the above appeal and to conduct and prosecute all proceedings that




454

may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me/us in the said proceeding and also to appear in all applications for review and for leave to the Supreme Court of India in all applications for review of judgement.

Place:

Date:


Signature of the Party


Executed in my presence


"Accepted"

[Shikha Ohri]

M/s Praxis Counsel,
Advocates and Solicitors,
C-66, Ground Floor,
Nizamuddin East,
New Delhi-110013
Tel.: +91 011-41315758
Fax: +91 011-41315759
E-mail: shikha@praxiscounsel.com
desk@praxiscounsel.com



ATTESTED

B. AGAIAH, B.A., LL.M.
ADVOCATE / NOTARY
Indra Reddy
Aliwyn Colony,
Miyapur, Hyderabad, G.O.M.S. No. 1972/121
My Commission Expires on 15-11-2026

31 JAN 2022

ANAKAMPOIL POWER PRIVATE LIMITED

EXTRACT OF RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ANAKAMPOIL POWER PRIVATE LIMITED HELD ON 28th JANUARY, 2022 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT PLOT NO 304- L-III, ROAD NO. 78, JUBILEE HILLS, HYDERABAD-500096.

AUTHORIZATION TO MR. TANMAY DAS

"**RESOLVED THAT** the consent of the Board of Directors be and is hereby accorded to authorize Mr. Tanmay Das, Director of the Company, to file petition before the Hon'ble Kerala State Electricity Regulatory Commission under Section 86 of the Electricity Act, 2003 for approval of the Power Purchase Agreement for the 8 MW Small Hydro Project developed by the Company at Chaliar Basin at Kozhikode District, Kerala, and act on behalf of the Company in the matter related to the Power Purchase Agreement and to conduct and prosecute all proceeding that may be taken in respect thereof.

RESOLVED FURHTER THAT Mr. Tanmay Das, Director of the Company, be and is hereby authorized to sign and execute all the documents, Vakalatnama and do all such acts, deed and things related to the aforesaid Petition.

// CERTIFIED COPY //

For Anakampoil Power Private Limited



Tanmay Das
Director
DIN:00680042

