

BEFORE THE KERALA STATE ELECTRICITY REGULATORY COMMISSION,  
THIRUVANANTHAPURAM

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**POWER PURCHASE AGREEMENT APPROVAL**

FOR SALE OF POWER

TO THE DISTRIBUTION LICENSEE, KERALA STATE ELECTRICITY BOARD LIMITED

FROM INTEGRATED SOLID WASTE MANAGEMENT (ISWM) WITH WASTE TO ENERGY  
(WTE) FACILITY AT NJJALIANPARAMBU, KOZHIKODE

DESIGN WASTE PROCESSING CAPACITY: 450 TONS PER DAY

DESIGN GROSS POWER OUTPUT: 6 MW

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FILED BY:

GROUP COMPANY SECRETARY,

MALABAR WASTE MANAGEMENT PRIVATE LIMITED

Reg. Office: 1<sup>st</sup> Floor, Reliaable Phoenix Towers, Museum Road, Bengaluru 560 001

Proj. Office: #324\_A, Gayatri House, Kodikulam Neelam, Damodaran Road,  
Cheruvannur, Kolathara P.O. - 673655, Kerala.

PHONE: 080 67292100

EMAIL: [info@malabarwaste.com](mailto:info@malabarwaste.com) , [sreeju.nair@malabarwaste.com](mailto:sreeju.nair@malabarwaste.com)

**FORM 1**

BEFORE THE KERALA STATE ELECTRICITY REGULATORY COMMISSION

PETITION No.

IN THE MATTER OF

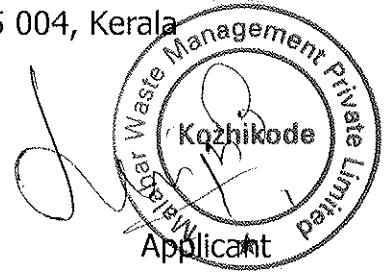
Approving the Power Purchase Agreement for proposed Integrated Solid Waste Management with Waste to Energy Project, Njalianparambu, Kozhikode for a period of 25 years

Name(s) and Full Address (es) of the Petitioner(s)/ Applicant (s)

Mr. SREEJU S NAIR,  
GROUP COMPANY SECRETARY  
MALABAR WASTE MANAGEMENT PRIVATE LIMITED  
Reg. Office: 1<sup>st</sup> Floor, Reliaable Phoenix Towers, Museum Road, Bengaluru 560 001  
Proj. Office: #324\_A, Gayatri House, Kodikulam Neelam, Damodaran Road,  
Cheruvannur, Kolathara P.O. - 673655, Kerala.  
PHONE: 080 67292100  
EMAIL: [info@malabarwaste.com](mailto:info@malabarwaste.com) , [sreeju.nair@malabarwaste.com](mailto:sreeju.nair@malabarwaste.com)

Name(s) and full address (es) of Respondent (s)

CHIEF ENGINEER (COMMERCIAL AND PLANNING),  
KERALA STATE ELECTRICITY BOARD LIMITED  
Reg. Office: Vydyuthi Bhavanam, Pattom, Thiruvananthapuram- 695 004, Kerala



Group Company Secretary  
Malabar Waste Management Private Limited



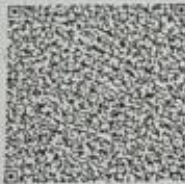
सत्यमेव जयते

INDIA NON JUDICIAL

**Government of Karnataka**

**e-Stamp**

Certificate No.	: IN-KA39523014973708T
Certificate Issued Date	: 06-Jul-2021 12:50 PM
Account Reference	: NONACC/ kakscsa08/ HALASURU1/ KA-BA
Unique Doc. Reference	: SUBIN-KAKAKSCSA0845641270944137T
Purchased by	: SREEJU S NAIR
Description of Document	: Article 4 Affidavit
Description	: AFFIDAVIT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SREEJU S NAIR
Second Party	: KERALA STATE ELECTRICITY REGULATORY COMMISSION
Stamp Duty Paid By	: SREEJU S NAIR
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

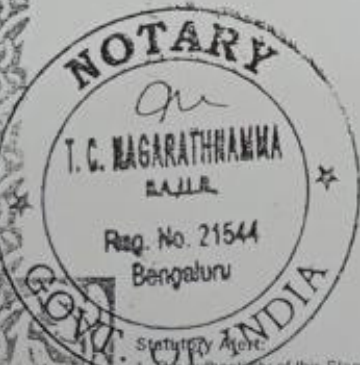


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FORM - 2

AFFIDAVIT

Received on 8/7/2021



- Statutory Note
1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
  2. The onus of checking the legitimacy is on the users of the certificate.
  3. In case of any discrepancy please inform the Competent Authority.

KARNATAKA GOVT. OF INDIA

FORM 2

BEFORE THE KERALA STATE ELECTRICITY REGULATORY COMMISSION

PETITION No.

IN THE MATTER OF

Affidavit verifying the Application for approving the Power Purchase Agreement Approval for proposed ISWM with WTE Project, Njalianparambu, Kozhikode for a period of 25 years.

Name(s) and Full Address (es) of the Petitioner(s)/ Applicant (s)

Mr. SREEJU S NAIR,  
GROUP COMPANY SECRETARY,  
MALABAR WASTE MANAGEMENT PRIVATE LIMITED  
Reg. Office: 1<sup>st</sup> Floor, Reliable Phoenix Towers, Museum Road, Bengaluru 560 001  
Proj. Office: #324\_A, Gayatri House, Kodikulam Neelam, Damodaran Road,  
Cheruvannur, Kolathara P.O. - 673655, Kerala.  
PHONE: 080 67292100  
EMAIL: [info@malabarwaste.com](mailto:info@malabarwaste.com) , [sreeju.nair@malabarwaste.com](mailto:sreeju.nair@malabarwaste.com)

I, am Sreeju S Nair, S/o K P Surendran Pillai, Palackal House Kavumbhagom P O Cheruvally, Kottayam, Kerala, do solemnly affirm and state as follows:

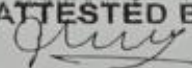
1. I am the Group Company Secretary, Malabar Waste Management Private Limited and petitioner for the above matter and I am duly authorized to make this affidavit on behalf of Malabar Waste Management Private Limited
2. The statement made in the accompanying petition are true to my knowledge and the statements made are based on information receive from the office records which I believed to be true and correct.

Solemnly affirmed at Bangalore on this day 06<sup>th</sup> July Two-Thousand Twenty-One 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-form.

  
Group Company Secretary  
Malabar Waste Management Private Limited

Solemnly affirmed and signed before me.



ATTESTED BY ME  
  
T. C. NAGARATHNAMMA  
B.A.L.L.B.,  
ADVOCATE & NOTARY PUBLIC



जारी करी भारतीय स्टेट बैंक  
 Issuing Branch: ORR BELLANDUR  
 कोड क्र / CODE No: 70754  
 Tel No. 080-25740133

**A/c. Payee Only**

मांगड्राफ्ट  
**DEMAND DRAFT**

Key: YICFER  
 Sr. No: 336575

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मांगे जानेपर SECRETARY, KERALA STATE ELECTRICITY REGULATORY COMMISSION\*\*\*

या उनके आदेश पर  
 OR ORDER

ON DEMAND PAY  
 रुपये RUPEES Fifty Thousand Only

अदा करें ₹ 50000.00

IOI 000529339800  
 Name of Applicant ZONTA INFRATECH PVT LTD

AMOUNT BELOW 50001(0/5)

मूल्य प्राप्त / VALUE RECEIVED

**VOID**

भारतीय स्टेट बैंक  
**STATE BANK OF INDIA**  
 अदाकर्ता शाखा / DRAWEE BRANCH: TRIVANDRUM  
 कोड क्र. / CODE No: 70028

प्राधिकृत हस्ताक्षरकर्ता  
 AUTHORIZED SIGNATORY  
 625489

शाखा प्रबंधक  
 BRANCH MANAGER

कम्प्यूटर द्वारा मुद्रित होने पर ही वैध  
 VALID ONLY IF COMPUTER PRINTED

केवल 3 महीने के लिए वैध  
 VALID FOR 3 MONTHS ONLY

₹ 1,50,000/- एवं अधिक के लिखत दो अधिकारियों द्वारा हस्ताक्षरित होने पर ही वैध है।  
 INSTRUMENTS FOR ₹ 1,50,000/- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

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MWMPL/WTE/192001/2020-21/017

07-07-2021

**Shri. Preman Dinaraj, IA&AS**  
**Chairman, Kerala State Electricity Regulatory Commission (KSERC),**  
K.P.F.C. Bhavanam, C.V. Raman Pillai Road,  
Vellayambalam, Thiruvananthapuram 695 010

Respected Sir,

**Sub:** Waste to Energy Project at Kozhikode: Tariff Petition and Determination reg.

**Ref:**

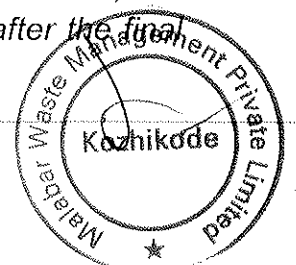
1. Tariff Petition submitted on 29.01.2020.
2. OA 6/2020 – Petition for determining tariff for the electricity generated from Waste to Energy Project – M/s Malabar Waste Management Pvt. Ltd. - Hearing on 13.3.2020
3. CE (C&P)/CML-EEI-AEE VI/WTE/2019-20/310 dated 01.01.2020.
4. OP No 06/2020- Fixing tariff for proposed 6 MW ISWM Waste to Energy (WtE) Project, Njilianparambu, Kozhikode for a period of 25 years dated 10.02.2021.
5. MWMPL/WTE/192001/2020-21/048 dated 15.02.2021; /063 dated 25.03.2021; /008 dated 10.05.2021; /009 dated 11.06.2021; and /012 dated 29.06.2021.
6. CE (C&P)/CML-EEI-AEE VI/WTE/2020-21/33 dated 04.05.2021; /77 dated 23.06.2021; and /86 dated 30.06.2021.

We, Malabar Waste Management Private Limited (“MWMPL”, “Petitioner”), have received the Power Purchase Tariff Order *OP No 06/2020* for proposed 6 MW ISWM Waste to Energy project at Njilianparambu, Kozhikode vide above reference (3) from the Honourable Commission.

In this regard, as directed by the Honourable Commission in the Tariff order, MWMPL and KSEB Ltd have initialled the Power Purchase Agreement as enclosed under *Annexure 1* and submit herewith for your approval.

We also humbly request you to consider the amendments as enclosed under *Annexure 2* submitted herewith as directed by KSEBL vide reference (6). Referred letter from KSEBL is enclosed under *Annexure 3* for your easy reference.

Further, we humbly bring to your kind attention that the Honourable Commission as per the clause 25 indicated that “...in order to achieve the financial closure of the project, the Commission has decided to approve a provisional tariff. However, the petitioner as the generator can enter into a PPA with KSEB Ltd. only after the final



*tariff and the PPA is approved by this Commission” and further in the Orders of the Commission under clause 48, point (7), the Honourable Commission has provided an option that “the petitioner if they so desire, may file a fresh petition for tariff determination after declaring COD with full details as per Regulation 36 of the RE Regulations, 2020. If the petitioner does not file any fresh petition for tariff determination within 180 days from the date of declaration of the CoD, the provisional tariff determined in this Order shall be treated as the final tariff.”*

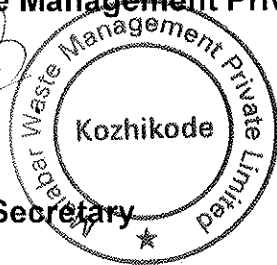
In this regard, we humbly request the Honourable Commission that the Project is funded by International Development Financial Institutions and Global Investors; and Execution of Power Purchase Agreement (PPA) is a gating factor for the disbursement of funds for the project implementation. **Thus, we humbly request you to please approve the initialled PPA and accord us the approval to enter into Power Purchase Agreement with KSEBL to commence the project construction activities. We shall file a fresh petition if required after declaration of COD within stipulated time as per above mentioned clause 48 (7) under the orders of the Honourable Commission.**

We look forward for your kind consideration and approval.

Thanking You,  
Yours faithfully,

For **Malabar Waste Management Private Limited**

  
**Sreeju S Nair**  
Group Company Secretary



**Copy to:**

1. Chief Engineer (Commercial & Tariff), KSEB Ltd., Thiruvananthapuram, Kerala
2. Project Director, PMU-WTE, KSIDC, Thiruvananthapuram, Kerala

**Annexures:**

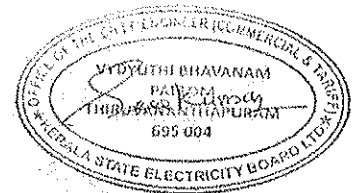
- Annexure 1: Initialled Power Purchase Agreement
- Annexure 2: Request for Amendments
- Annexure 3: Letter from KSEBL

**POWER PURCHASE AGREEMENT  
BETWEEN  
KERALA STATE ELECTRICITY BOARD LIMITED  
AND**

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WHEREAS for addressing the implications from the accumulation and unscientific disposal of waste and garbage in the State, the Government of Kerala in its Local Self Government Department by way of G.O. (Ms) No.82/2018/LSGD dated 11.06.2018 has decided to establish solid 'Waste-to-Energy (WtE) plants on Design, Build, Finance, Operate and Transfer (DBFOT) basis through public-private-partnership through competent and qualified 'concessionaire' selected through a transparent tender procedure and designated Kerala State Industrial Development Corporation (KSIDC) as the Nodal Agency to set up the said WtE plants in collaboration with the said concessionaire and local bodies. It has been decided that by way of policy, the entire energy to be produced are to be purchased by Kerala State Electricity Board Ltd (KSEBL) at the rate fixed by Kerala State Electricity Regulatory Commission (KSERC). For the purpose of establishing such a WtE project at Njeliyanparambu, Kozhikode. KSIDC invited a tender KSIDC/W2E/2/2018 on 20.11.2018 KSIDC/W2E/2/2018 dated 20.11.2018 and M/s Malabar Waste Management Private Limited with project office at #324\_A, Gayatri House, Kodikulam Neelam, Damodaran Road, Cheruvannur, Kolathara P.O. - 673655, Kerala has been incorporated as a Special Purpose Vehicle Company. The KSIDC has issued letter of Award No. KSIDC/TVM/3606/2019/316 KSIDC/TVM/3606/2019/316 dated 27/05/2019 to the successful bidder pursuant to which a special purpose company M/s Malabar Waste Management Private Limited has been incorporated as the Concessionaire and executed a Concession Agreement on 04/09/2019.

AND Whereas, Malabar Waste Management Private Limited, hereinafter referred to as 'the Concessionaire' filed Petition No. OA 6/2020 before KSERC for determination of Tariff for Sale of Power to KSEB Ltd. from the 6MW MSW based Waste to Energy (WtE) Plant located at Njeliyanparambu, Kozhikode, Kerala.





AND Whereas, Kerala State Electricity Regulatory Commission, Trivandrum, in the Order dated 10-02-2021 in OP 6/2020 has determined the provisional tariff at which KSEBL shall purchase the entire energy generated from the said project @ Rs. 6.81/unit without the benefit of accelerated depreciation for the electricity generated upto the normative PLF specified in the order irrespective of the merit order.

AND Whereas, Malabar Waste Management Private Limited, if they desire, may file a fresh petition for tariff determination after declaring COD with full details as per Regulation 36 of the RE regulation, 2020. However, if the concessionaire/buyer does not file any fresh petition for tariff determination within 180 days from the date of declaration of the CoD, the provisional tariff determined in the Order shall be treated as the final tariff. Energy generated over and above specified PLF will be purchased by KSEBL at 75% of the provisional tariff.

Accordingly, this Power Purchase Agreement (PPA) is entered on .....day of .....

Between

Kerala State Electricity Board Limited [CIN: U40100KL2011SGC027424], a Company incorporated under the Companies Act, 1956, having its registered office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, Kerala – 695004 hereinafter referred to as KSEBL or buyer (which expression unless excluded by or repugnant to the context or meaning thereof shall include his successors, representatives and assignees) as first party.

And

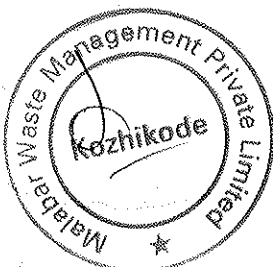
Malabar Waste Management Private Limited [CIN: U90000KA2019PTC126299], a Company incorporated under the Companies Act, 2013, having its registered office at 1st Floor, Reliable Phoenix Towers, 16 & 16/1, Museum Road, Bangalore, Karnataka, India, 560001 and project office at #324\_A, Gayatri House, Kodikulam Neelam, Damodaran Road, Cheruvannur, Kolathara P.O. - 673655, Kerala, represented by its Director, hereinafter referred to as the Concessionaire (which expression unless excluded by or repugnant to the context or meaning thereof shall include his successors, representatives and assignees) as the second party. Each of the parties of the first and second above is individually referred to as "Party" and collectively as "Parties".

## 1. Definitions

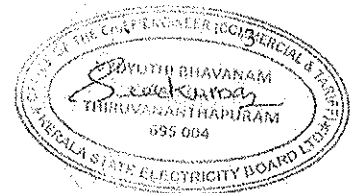
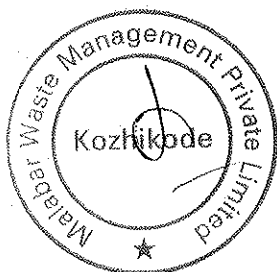
The words or expressions used in this agreement, but not defined hereunder shall have the same meaning assigned to them by the Electricity Act, 2003 as amended from time to time, and the Rules framed there under and the Regulations issued by the Kerala State Electricity Regulatory Commission (KSERC) from time to time. The words or expressions mentioned below shall have the meanings respectively as assigned hereunder:

1. Act

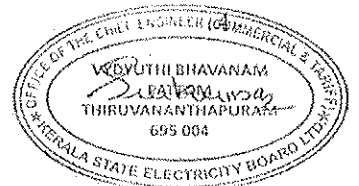
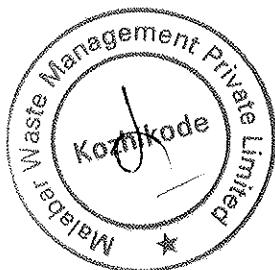
Means the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time



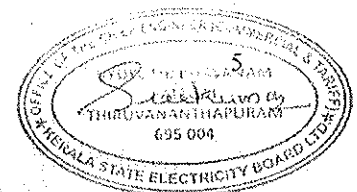
2. Agreement Means this agreement including all appendices, exhibits and schedules together with any amendments thereto as may be made by mutual consent of both the parties in writing, herein after referred to as PPA.
3. Billing Date Means the fifth (5th) Working day after the Meter reading date
4. Billing Month Means the period commencing from 1st day of the calendar month and ending on the last day of the same month
5. BIS Means Bureau of Indian Standards
6. Business day Means the day on which both KSEBL and Banks are working.
7. CEA Means Central Electricity Authority
8. CERC Means Central Electricity Regulatory Commission formed under Section 76 of the Electricity Act 2003
9. Change in Law Means the same as provided in clause 11.0 of this agreement.
- 10 Check meter Means any meter and/or metering device of accuracy class equivalent to the Main meter, which shall be connected to the same core of the current transformer & voltage transformer to which main meter is connected and shall be used for accounting and billing of electricity in the case of failure of main meter installed and maintained by KSEBL at the cost of the developer at the Interconnection point.
- 11 Commercial Operation Date”(COD) Means the date on which the Project is commercially declared for operation by the “Concessionaire/ SPV” based on the performance test conducted as per this agreement and confirming that the Project is able to inject contracted capacity to Grid.
- 12 Concession Agreement Means the binding agreement entered in between the “Concessionaire / SPV” and the ..... for delivery and processing of Municipal Solid Waste as part of the bid documents
- 13 Concessionaire / SPV Means M/s Malabar Waste Management Private Limited
- 14 Delivered energy Means total energy delivered to the grid at the interconnection point
- 15 Delivery Point Means the Interconnection Point at which the SPV shall deliver power to KSEBL



- 16 Delivery Voltage Means the voltage at appropriate level at the Interconnection Point for the Delivered Energy.
- 17 Despatch instructions Means the instructions from the control centre of State Load Despatch Centre in accordance with prudent utility practices and this agreement, to schedule and control the generation at the plant in order to commence, increase, decrease or cease the energy delivered to the KSEBL's grid system.
- 18 Due Date of Payment Means date on which the amount payable by KSEBL to the SPV and shall be sixty (60) days from the date of the receipt of bill or claim by the procurer (KSEBL).
- 19 Effective Date Means the date of signing of this Power Purchase Agreement (PPA) by the parties
- 20 Evacuation Facilities Shall mean transmission facilities built from the interconnection point in the developers switchyard upto KSEBL grid system.
- 21 Financial Year Means the period beginning on April 1<sup>st</sup> and ending on the following March 31<sup>st</sup>.
- 22 Financial Closure Means arrangement of necessary funds by the SPV either by way of commitment of funds from its internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan;
- 23 Grid Code Means the State Electricity Grid Code issued by KSERC and its amendments from time to time.
- 24 Installed Capacity Means the sum total of name plate capacity of all the Unit(s) of the Project.
- 25 Interconnection Facilities Means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure and required land for bay (if required), to be installed at the Voltage of Delivery.
- 26 Interconnection Point Means the point or points where the Project and the grid system of KSEBL are interconnected at the grid substation of KSEBL.
- 27 Interconnection Substation Means the Substation of KSEBL where the Project and KSEBL grid systems are interconnected.
- 28 Infirm Power Means the Electrical power generated and delivered to the Interconnection point prior to COD.



29	KSERC	Means Kerala State Electricity Regulatory Commission
30	Main Meter	Meter for measurement of import/export of energy for energy accounting on ABT platform. The accuracy of the main meter should be 0.2s class.
31	Maintenance outage	Shall mean an interruption or reduction of the generating capability of the unit for the purpose of performing work on specific components of the plant which work should not, in the reasonable opinion of the developer, be postponed until the next scheduled outage.
32	Meter	Shall mean a Main meter or Check meter.
33	Metering Regulations	Means Central Electricity Authority ("CEA") (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
34	Meter Reading Date	Means the 1 <sup>st</sup> (first) day of each calendar month, at the Interconnection Point, at a scheduled time mutually agreed between the parties.
35	Metering Point	Means the point at the interconnection point at which the energy delivered is metered.
36	Plant Load Factor (PLF)	Means ratio of total kWh (units) of power generated in a Tariff Year and Contracted Capacity in kW multiplied with number of hours in the same Tariff Year
37	Performance test	Shall mean the tests as detailed in Schedule 5 hereto
38	Project	Means W-t-E project, located at Njeliyanparambu, Kozhikode District, Kerala; which include its auxiliaries such as water supply, treatment or storage facilities; bays for transmission system in the switchyard, and all the other assets, buildings/structures, equipment, plant and machinery, facilities, all other balance of Plants and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement
39	Prudent Utility Practices	Means those practices, methods, techniques and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the Project, and that generally conform to the manufacturers' operation and maintenance guidelines



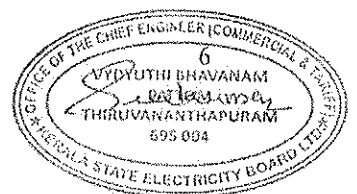
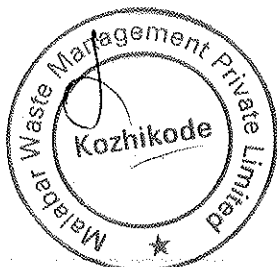
40 SLDC	Means the State Load Dispatch Centre functioning as per the provisions of the Electricity Act 2003
41 Special Purpose Vehicle (SPV)	Means M/s Malabar Waste Management Private Limited.
42 Standby meter	Means a meter connected to CT and VT, other than those used for main meter and check meter and shall be used for accounting and billing of electricity in case both Main meter and check meter are not working.
43 System Emergency	Means a condition affecting KSEB Ltd's electrical system including grid which threatens the safe and reliable operation of such system or which is likely to result in the disruption of safe, adequate and continuous electric supply.
44 Tariff	Means cost of electricity payable by KSEBL as per the KSERC Order dt 10.02.2021 on Petition No.OP No 06/2020.
45 Tariff Period	Means <u>25</u> years from the COD of the project
46 Tariff year	Means with respect to the initial Financial Year, the period beginning on the Commercial Operation Date and ending at 12.00 midnight on the following March 31. Each successive Tariff Year shall begin on April 1 and end on the following March 31, except that the final Tariff Year which shall end on the date of expiry of the term or on termination of this Agreement whichever is earlier.
47 Term of the Agreement	Means the period of 25 years from the COD or the expiry of Concession Agreement between Governor of Kerala, KSIDC, Participating Local Bodies, attached as <b>Appendix</b> , whichever is earlier.
48 W-t-E Power	Means power generated from Municipal Solid Waste
49 W-t-E Project	Means Municipal Solid Waste- to-Energy Project

## 2. Effective date and Term of Agreement:

This Agreement shall come into force from the date of signing of the Agreement for all purposes and remain operative for a period of 25 years from the date of commercial operation or the expiry of Concession Agreement between Governor of Kerala, KSIDC, Participating Local Bodies, attached as **Appendix** and the SPV, whichever is earlier. Annexure and schedule thereto form an integral part of this agreement

## 3. Contracted Capacity :

The installed capacity of the project is 6 MW and the same shall be the contracted capacity under this agreement.

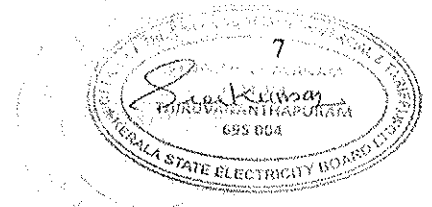
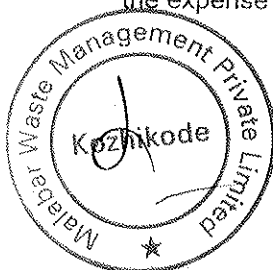


#### 4. Plant Operation and Maintenance, Evacuation facilities:

- 4.1 The Concessionaire/SPV shall install the allied equipments as per the technical standards prescribed by the Central Electricity Authority and operate the Generating Unit in a safe manner during the term of the agreement in accordance with the Despatch instructions issued by State Load Despatch Centre and the Grid code. It shall comply with the statutory/regulatory measures applicable to the construction and operation of the plant promulgated by the Government of Kerala /Government of India/Regulatory Commission.
- 4.2 The Concessionaire / SPV shall be responsible for designing, implementing and maintaining protection system of the Generating Unit according to BIS, CEA (Technical Standards of Connectivity to the Grid Regulations, 2007 and its subsequent amendments), and KSERC Grid code and in view of the prudent utility practices and prudent electrical practices.
- 4.3 Energy sold from the Generating Unit, shall be metered at the Interconnection point.
- 4.4 Commercial Operation Date of the plant shall be declared by the Concessionaire / SPV on satisfactory completion of the performance tests which shall be conducted as detailed in Schedule – 5, witnessed and convinced by the authorized representative of the buyer.
- 4.5 The interconnection substation for the waste to Energy plant is assigned as KSEBL substation at Nallalam, Kozhikode

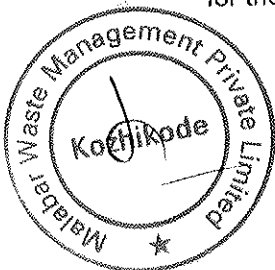
#### 5. Scheduling, Metering, Tariff and Energy Accounting

- 5.1 Metering shall be as per CEA (Installation and Operation of Meters, Regulations, 2006) and amendments thereon/ IEGC as applicable. The Concessionaire / SPV shall install a Main meter, Check meter and Stand by meter at the Interconnection point based on the above regulations/IEGC. Meters shall be Availability Based Tariff compatible Special Energy meter of 0.2S class accuracy having import-export registering facility.
- 5.2 All Meters shall be jointly inspected, calibrated and sealed by authorised representatives of Buyer and the Concessionaire / SPV and shall not be interfered with except in the presence of the authorised representatives of both the Parties. For any testing and/or replacement, notice of seven days shall be given.
- 5.3 All Meters shall be tested for accuracy every five years at the expense of the Concessionaire / SPV and in the presence of the representative of the Buyer and shall be treated as working satisfactorily so long as the errors are within the limits prescribed for meters of the relevant class. 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.
- 5.4 The calibration and the maintenance of the Meters shall be done by KSEBL at the expense of the Concessionaire / SPV.





- 5.5 Data shall be downloaded from the Meters at regular intervals as decided by SLDC for preparation of energy accounting. 24x7 meter data visibility may be provided.
- 5.6 In case of both Main meter and Check meter fail, at least one of the meters shall be immediately replaced by a correct meter. In case of failure of Main meter, readings of Check meter for the corresponding period shall be considered for energy accounting as per CEA (Installation and Operation of Meters) Regulations, 2006 and amendments thereon. Energy accounting for the failure period shall be as per procedure laid down by KSERC. In the absence of any other procedure to deal with faulty energy meter, the method shall be adopted as per the regulation in force.
- 5.7 Energy Accounting: Both the parties agree to facilitate issue of energy accounts by 1st day of every month based on the Joint Meter Reading (JMR) certified by authorized representatives of KSEBL and Concessionaire / SPV until the Energy Accounts are issued by SLDC. Concessionaire / SPV shall prepare and submit bills to KSEBL on the basis of such energy accounts. Energy account issued by SLDC 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 format and both the parties agree to abide by the methodology so finalized.
- 5.8 Tariff for power generated from the plant shall be at the provisional tariff determined by KSERC in its Order dated 10.02.2021 @ Rs.6.81/unit without the benefit of accelerated depreciation for the electricity generated upto the normative PLFs the Commission specified in the said Order. If the concessionaire/buyer does not file any fresh petition for tariff determination within 180 days from the date of declaration of the CoD, the provisional tariff determined in the Order shall be treated as the final tariff. Energy generated over and above specified PLF will be purchased by KSEBL at 75% of the provisional tariff.
- 5.9 The Concessionaire / SPV has to provide day ahead generation schedule to SLDC. Real time SCADA visibility, Reactive compensation is also to be provided, as and when introduced by KSERC.
- 5.10 The Concessionaire / SPV shall ensure reactive power generation/absorption as per the terms laid out in Kerala State Electricity Grid Code (KSEGC). In the event of any conditions not specified in KSEGC, the relevant clauses of Indian Electricity Grid Code shall be applicable. Reactive power transaction shall be billed as per the KSERC regulations. Reactive power at lagging power factor up to 10% of the net active energy generated shall be charged at 25ps/kVARh. For drawal of more than 10% of the net active energy 50ps/kVARh shall be charged for the total drawal.



- 5.11 The charges for power drawn by the Concessionaire / SPV from KSEBL grid during construction period, testing and pre-commissioning period, and maintenance/shutdown period of the power plant shall be billed by KSEBL on monthly basis at the appropriate tariff as per the prevailing tariff order issued by KSERC.
- 5.12 1. Benefits, if any offered for the renewable power project, benefits accruing on account of carbon credit etc. shall be shared between the Concessionaire / SPV and KSEBL in the following manner
- 100 % of the gross proceeds on account of CDM benefit to be retained by the project developer in the first year after the date of COD of the generating station.
  - In the second year 10% of the CDM benefit shall be shared with the beneficiaries and the balance 90% of the benefit shall be retained by the project developer.
  - In the 3<sup>rd</sup> year onwards, the share of the beneficiaries shall be progressively increased by 10% every year till it reaches 50%, thereafter the proceeds shall be shared in equal proportion by the generating company and the beneficiaries.
2. The Commission through provisional Tariff Order dated 10.02.2021, has directed that the project developer shall avail the CFA for this project and this benefit shall be passed on to the ultimate electricity consumers of the state through a reduction in the cost of electricity produced from this project.
- 5.13 The Concessionaire / SPV shall provide to the SLDC generation summation outputs wherever no automatic transmission of metered data or SCADA equipment exists. The Concessionaire / SPV shall provide other logged readings, which the SLDC may reasonably require, for monitoring purposes wherever SCADA data is not available.
- 5.14 **Merit Order Despatch / Must Run status:** The Plant is exempted from Merit order Dispatch principles as per the provisions in the tariff Policy and as per the Regulations of KSERC as amended from time to time. The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- 5.15 Energy required for starting the generation from the Project shall be drawn through Buyer's transmission system and shall be measured by energy meter provided at interconnection point. The units of such energy drawn from Buyers transmission system during any billing period shall be deducted from the energy delivered by Company to the Buyer in the same billing month. The bills shall be prepared on net energy basis.

## 6.0 Renewable Purchase Obligation

Buyer utility KSEBL shall have the rights to account the energy purchased from the Generating Unit against its Renewable Purchase Obligation.



## 7.0 Billing and Payment

- 7.1 The Concessionaire / SPV shall furnish a bill by e-mail to Chief Engineer (Commercial and Planning), KSEB Ltd, Vydyuthi Bhavanam, Pattom, Tvpm on the billing date, followed by the original bill through courier / speed post. The date of e-mail or the next business day in case such date is not a business day, shall be treated as date of receipt of bill for determination of due date of payment, subject to e-mail being delivered upto 11.00AM, failing which the next business day shall be considered as date of receipt of bill. Each bill for a billing month shall be payable by KSEBL on or before the due date through electronic transfer to the Concessionaire account. If the due date is a holiday, next working day both for the bank and KSEBL, shall be the due date. If the buyer pays the amount within 10 days of the presentation of the bill, a rebate at the rate of 2% shall be given to the KSEBL by the Concessionaire.
- 7.2 In any event the Buyer 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, if any, shall be released with interest (at Marginal Cost of Fund Based Lending Rate) if it exceeds 60 days of time.
- 7.3 If the Buyer does not pay the amount due within 60 days from the date of billing, then KSEBL shall pay interest at Marginal Cost of Fund Based Lending Rate (MCLR), for such payment from the date such payment was due until the payment is made in full.

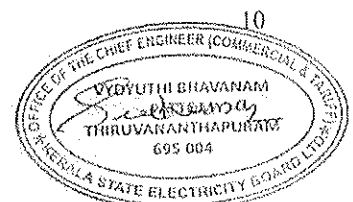
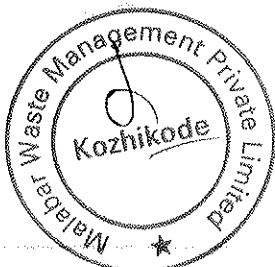
### 7.4 Disputed Bill :

7.4.1 If a Party does not dispute a Monthly Bill, Provisional Bill or a Supplementary Bill raised by the other Party within fifteen (15) days of receiving it, such Bill shall be taken as conclusive.

7.4.2 If a Party disputes the amount payable under a Monthly Bill, Provisional Bill or a Supplementary Bill, as the case may be, that Party shall, within fifteen (15) days of receiving such Bill, issue a notice ("Bill Dispute Notice") to the invoicing Party setting out:

- 7.4.2.1 The details of the disputed amount;
- 7.4.2.2 Its estimate of what the correct amount should be; and
- 7.4.2.3 All written material in support of its claim.

If the invoicing Party agrees to the claim raised in the Bill Dispute Notice issued pursuant to clause 7.4.2 above, the invoicing Party shall revise such Bill within seven (7) days of receiving such notice and if the disputing Party has already made the excess payment, refund to the disputing Party such excess amount within fifteen (15) days of receiving such notice. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made to the invoicing Party and up to and including the date on which such payment has been



received.

7.4.3 If the invoicing Party does not agree to the claim raised in the Bill Dispute Notice Issued pursuant to Clause 7.4.2 above, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a bill disagreement notice to the disputing Party providing:

7.4.3.1 Reasons for its disagreement;

7.4.3.2 Its estimate of what the correct amount should be; and

7.4.3.3 All written material in support of its counter-claim

7.4.4 Upon receipt of bill disagreement notice under clause 7.4.3 above, authorized Representative (s) of the Parties shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receiving such bill disagreement notice

7.4.5 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to clause 7.4.4 above, the matter shall be referred to Dispute Resolution process.

7.4.6 Further in the event, at any time, KSEB Ltd find that amount is due from SPV either under this agreement or under any other transaction, the KSEB Ltd is entitled to recover the said due amount with interest at MCLR by adjusting from the bill amount payable to the SPV.

## 8.0 Force Majeure

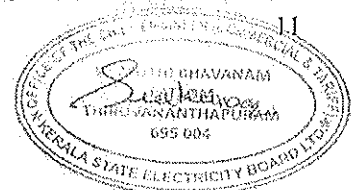
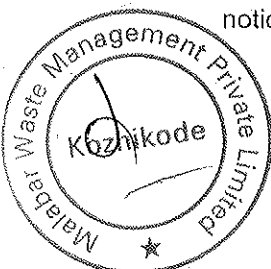
Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God, Change in Law 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.

## 9.0 Dispute Resolution

All differences or disputes between the parties arising out of or in connection with this agreement shall be mutually discussed and amicably resolved within 90 days. In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under the agreement stated above, the same shall be referred to KSERC for adjudicating the dispute as per the provisions of Electricity Act,2003 and the decision of the Commission shall be final.

## 10.0 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..

## 11.0 Change in Law

11.1 "Change in Law" means the occurrence of any of the following events after the effective date

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

11.1.2 a change in the interpretation or application of any Indian Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

11.1.3 the imposition of a requirement for obtaining a new Consent, Clearance and Permit which was not required earlier;

11.1.4 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 WIEG;

11.1.5 Any change in tax or introduction of any tax made applicable for supply of power by the WIEG as per the terms of this Agreement including any change in rate of taxes, duties and cess but shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends distributed to the shareholders of the WIEG, or (ii) any change on account of regulatory measures by the KSERC

## 11.2 Relief for Change in Law

11.2.1 The aggrieved Party shall be required to approach the KSERC for seeking approval of Change in Law.

11.2.2 The decision of the KSERC shall be final and governing on both the Parties.

## 12 Miscellaneous Provisions

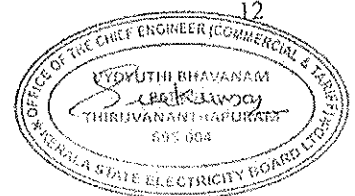
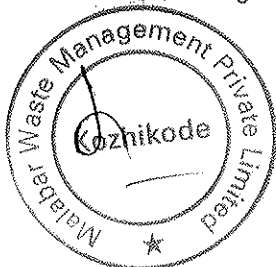
12.1 The obligations of the Concessionaire / SPV under this agreement shall become effective on fulfillment of conditions specified below and on due intimation to Buyer:

(i) Received all clearances, statutory or otherwise required to execute and operate the plant.

(ii) Obtained approval of KSERC for the terms and conditions of this agreement.

12.2 The Concessionaire / SPV represents and warrants to Buyer that the Concessionaire / SPV 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, conditions and provisions hereof.

12.3 The Concessionaire / SPV shall at its cost and expense, purchase and maintain by reinstatement or otherwise, during the operations period insurance against any loss, damage or destruction of the plant facilities, at replacement value; the Concessionaire / SPV'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 Concessionaire / SPV, 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.

- 12.4 Under no circumstances shall Buyer undertake any contingent liability by way of providing guarantee etc for the Concessionaire / SPV for implementing the project.
- 12.5 This agreement shall be governed by the laws of India. The courts at Thiruvananthapuram shall have jurisdiction over all matters arising out of or relating to this agreement.
- 12.6 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.
- 12.7 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 party in terms of implementation of the agreement to the addresses of Parties as given below.

**[For the Concessionaire / SPV]**

Address : Malabar Waste Management Pvt. Ltd., #16&16/1,  
Reliable Phoenix Towers, Museum Road, Bangalore01  
Malabar Waste Management Pvt. Ltd., #16&16/1,  
Reliaable Phoenix Towers, Museum Road, Bangalore01

E-mail id : info@malabarwaste.com info@malabarwaste.com

Fax No. : +91 80 67292125+91 80 67292125

Telephone No. : +91 80 67292100  
+91 80 67292100

**[For the Buyer]**

Address : Kerala State Electricity Board Ltd,  
Office of the Chief Engineer (Commercial & Planning) 8<sup>th</sup>  
Floor, Vidyuthi Bhavanam, Pattom  
Thiruvananthapuram- 695 004, Kerala

E-mail id : [dce.cp@kseb.in](mailto:dce.cp@kseb.in)

Fax No. : 0471-2514405

Telephone No. : 0471-2514473

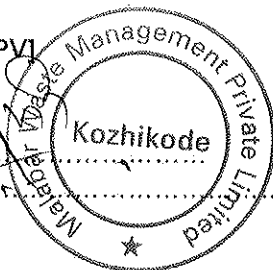
IN WITNESS whereof the duly authorized representatives of the Parties have signed at Thiruvananthapuram on the day and year first hereinbefore written.

For and on behalf of

**[Concessionaire / SPV]**



(Signature with seal)



For and on behalf of

**[Buyer]**

  
CHIEF ENGINEER (ELE)  
(COMMERCIAL & TARIFF)  
K.S.E. Board Ltd., Vidyuthi Bhavanam  
Pattom, Thiruvananthapuram - 695 004

(Signature with seal)

Witnesses:

Witnesses:





1. 1.

2. 2.

**List of schedules and annexure**

The following schedules and annexures shall form integral part of the agreement -

Schedule 1 Project Description

Schedule 2 Salient features of the components of WtEG

Schedule 3 List of permits and Clearance

Schedule 4 Tariff order

Schedule 5 Performance test procedure

Annexure I Power curve

Annexure II Single line diagram of Electrical System

Annexure III Main meter reading (format)

Annexure IV Check meter reading (format)

Annexure V Daily generation report (format)

Annexure VI Monthly tripping details (format)

## Schedule 1

### Project Description

1. Name of the Developer	:Malabar Waste Management Private Limited
2. Capacity of WtEG	: 6MW
3. Machine Registration Number	: [during commissioning to be provided]
4. Location	: Njellyanparambu Sy.No.12/1A2 and 13
5. Village	: Cheruvannur
6. District	: Kozhikode
7. Generation voltage	: 11kV to be transmitted at 33kV
8. Power factor	: 0.8
9. Frequency range	: 47.5 Hz to 51.5Hz
10. Nominal Grid frequency	: 50 Hz
11. Grid Voltage at the point of interconnection	: 33kV (KSEBL to assign)

## Schedule 2

### Salient features of the components of WtEG

WtE Plant will comprise the following key equipment and systems:

- Fuel (MSW) Feeding system including Grab Crane;
- Combustion Grate, furnace, and combustion system with auxiliaries;
- Steam Boiler and auxiliaries including soot blowing system and fittings;
- Flue gas cleaning system, stack and auxiliaries;
- Start-up fuel (LDO) unloading, storage, forwarding system up to boiler and firing system;
- Ash handling system;
- Steam Turbine Generator (STG) and auxiliaries' systems;
- STG integral systems including Governing system, Control Oil system, Lube oil system, Gland seal system etc.;
- Steam Turbine bypass system;
- Auxiliary steam system;
- Condensing plant including Air Cooled Condenser, Condensate Storage Tank, Condensate Extraction Pumps, Steam jet ejector system, Piping etc.;
- Feed cycle system including Deaerator, Feed water pumps, Feed control station, Piping etc.;
- Chemical Dosing system;
- Raw water storage and supply system;
- Auxiliary cooling water system for the Steam Boiler and STG systems including Plate type heat exchanger and cooling tower and associated piping systems;
- Water treatment plant and Effluent treatment plant;
- Make-up water system;
- Instrument air and service air compressors and auxiliaries;
- Instrument and Service air piping;
- Cranes and hoists required for plant equipment and system maintenance;
- Fire protection and detection system for the plant;
- Steam cycle drains and Flash tanks;
- Ventilation and Air conditioning systems;
- Generator and Exciter;
- Transformers;
- Metering and synchronizing panel;
- Switchyard equipment;
- UPS and Battery system;
- Emergency DG Set;
- Electrical protection and control system;
- Plant lighting;
- Earthing system;
- Lightning protection;
- LV Switchgears (Busduct, PCC, MCC & Distribution Boards);
- SCADA;
- Local push button stations and Junction boxes;
- SWAS;
- Continuous Emission Monitoring system (CEMS);
- Complete plant instruments and control systems;

- DCS, PLCs;
- Control Panels;
- Electrical Power and Control cables;
- Lab equipment;
- Pipe racks and Cable racks;
- Primary and final finish painting;
- Power evacuation facility from plant site to the nearest Nallalam substation;
- Start-up and Commissioning spares;
- Special tools for erection and maintenance;
- Site infrastructure including internal roads, drains, associated buildings and Civil Works;
- Green Belt within the plant; and
- Scientific Landfilling.

### Schedule 3

#### List of Permits and Clearances

Statutory permits and clearances or otherwise as required for execution and operation of MSW to energy projects. In general the following clearances/ pre requisites are required before execution of MSW to energy plants.

1. Land acquisition/ right purchase of private land
2. Approval from State Forest Department/Ministry of Environment & Forest of Government of India if required.
3. Clearance from the Kerala State Pollution Control Board
4. Interconnection permission from KSEBL
5. Any other clearances as may be required by Central /State Govt. /Local body for execution of this project.

**Schedule 4**

**Tariff order**

(Kerala State Electricity Regulatory Commission (Power Procurement from Renewable Sources by Distribution Licensee) Regulations dated .....



## Schedule 5

### Performance test procedure

1. The Developer shall conduct the testing of plant in accordance with manufactures recommendations and in accordance with approved guidelines in force .
  2. The Developer shall give seven (7) days notice to KSEBL/authorized agency before starting the performance tests. Buyer /authorized agency may depute an Engineer to witness the performance tests.
- 3.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 tests will be considered successful if the project operates for a period of fourteen days with a minimum of one day's continuous operation within the technical limits specified by KSEBL .
4. The Developer has to issue a certificate of completion of the project, pursuant to the performance tests demonstrated by the Developer, before KSEBL representatives.

ANNEXURE I

Power Curve

ANNEXURE II

Single Line Diagram of Electrical System

### ANNEXURE III

#### **Main meter Reading**

(Reading should be taken on first working day of every month at 12.00 hours)

Name of the Developer :  
Location :  
Site :  
Capacity :  
C.T. Ratio Available / Connected :  
P.T Ratio Available / Connected :  
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 of KSEBL  
Date:

Authorised Representative  
of the Developer

#### **Note:**

1. 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 Centre, Kalamassery.
2. 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 Reading**

(Reading should be taken on first working day of every month at 12.00 Hours)

Name of the Developer :

Location :

Site :

Capacity :

C. T. Ratio Available / Connected :

P.T Ratio Available / Connected :

Scale Factor (if any) : N/A

Multipling 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 Multipling Factor

#### KVArh

Previous reading

Current reading

Difference

Difference X Multipling factor

Executive Engineer/Engineer-designate  
Nearest Substation of KSEBL

Authorized Representative  
of the Developer

Date:

#### **Note:**

- 1 The Generating Company shall maintain a daily log to record the half hourly generation and supply in kWh along with the schedule given by Load Despatch Centre, Kalamassery.
- 2 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 VI**

**Monthly Tripping Report**

Name and Address of the Developer:

Installed Capacity : MW.

Date of First Commissioning (Synchronizing) :

Date of Commercial Operation :

Date of Last Synchronization: Progressive days (generation): Days

**Tripping on Fault**

Tripping				Reasons for Tripping			Synchronization		Total Time Lost		Remarks
Sl no	Date	Time		Mechanical	Electrical	Others	Date	Time	Hrs	Min	
		Hrs	Min					Hrs			Min

**PLANNED & FORCED OUTAGE**

Outage				Reasons for Tripping			Synchronization		Total Time Lost		Remarks
Sl no	Date	Time		Mechanical	Electrical	Others	Date	Time	Hrs	Min	
		Hrs	Min					Hrs			Min

Progressive Days

Time lost

During Month  
Year

Since first commissioning

To

1. The Executive Engineer (Load Despatch Centre), KSEB, Kalamassery

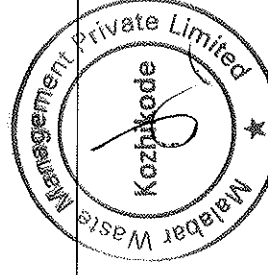
Appendix

Sl. No.	Name of Local bodies
1	Kozhikode Municipal Corporation
2	Feroke Municipality
3	Quilandy Municipality
4	Ramanattukara Municipality
5	Olavanna Gramapanchayath
6	Kadalundy Gramapanchayath
7	Kunnamangalam Gramapanchayath

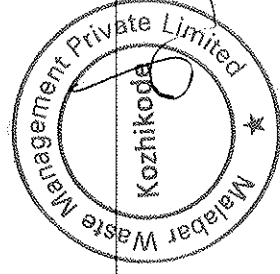


**Annexure 2:**

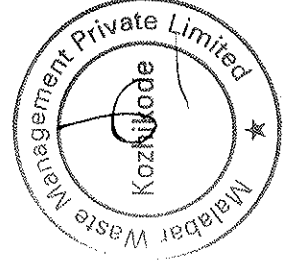
Clause No	Clause in PPA	Requested Amendment	Request to Modify Clause as
1.12	Concession Agreement: Means the binding agreement entered in between the "Concessionaire/ SPV" and the _____ for delivery and processing of Municipal Solid Waste as part of the bid documents	We request to kindly fill the blank as per the Concession Agreement shared.	Concession Agreement: Means the binding agreement entered in between the "Concessionaire/ SPV" and the "Government of Kerala, KSIDC and Participating Local Bodies" for delivery and processing of Municipal Solid Waste as part of the bid documents
5.9	The Concessionaire / SPV has to provide day ahead generation schedule to SLDC. Real time SCADA visibility, Reactive compensation is also to be provided, as and when introduced by KSERC	We humbly request the Honorable Commission, KSERC and esteemed authority, KSEB to consider our request as below on <b>Reactive compensation:</b> "Since Concessionaire / SPV is a Power Generator, exporting both active and reactive power (unlike consumer), we humbly request to delete reactive compensation in this clause dealing with reactive power."	The Concessionaire / SPV has to provide day ahead generation schedule to SLDC. <i>Real time SCADA visibility is also to be provided, as and when introduced by KSERC.</i>
5.10	The Concessionaire/ SPV shall ensure reactive power generation/ absorption as per the terms laid out in KSEGC. In the event of any conditions not specified in KSEGC, the relevant clauses of Indian Electricity Grid Code shall be applicable. Reactive power transaction shall be billed as per KSERC regulations. Reactive power at lagging power factor up to 10% of next active energy generated shall be	As mentioned above, we humbly request to delete this clause dealing with reactive power.	Deleted.



Clause No	Clause in PPA	Requested Amendment	Request to Modify Clause as
5.11	<p>charged at 25ps/KVARh. For drawal of more than 10% of the next active energy 50ps/kVARh shall be charged for the total drawal.</p> <p>The charges for power drawn by the Concessionaire / SPV from KSEBL grid during construction period, testing and pre-commissioning period, and maintenance/shutdown period of the power plant shall be billed by KSEBL on monthly basis at the appropriate tariff as per the prevailing tariff order issued by KSERC</p>	<p>We request to consider that the charges shall be billed after adjusting infirm power.</p>	<p>The charges for power drawn by the Concessionaire / SPV from KSEBL grid during construction period, testing and pre-commissioning period, and maintenance/shutdown period of the power plant <b>after adjusting the infirm power</b> shall be billed by KSEBL on monthly basis at the appropriate tariff as per the prevailing tariff order issued by KSERC</p>
5.12	<p>Benefits on account of CDM and CFA</p>	<p>We have submitted vide our request letters in reference (5) that the objective of CDM benefits is to showcase the benefits from the project in terms of social, environmental aspects and not in terms of economic proceeds; and the objective of Central Financial Assistance (CFA) which is a back-ended subsidy is provided to promote setting up of projects for recovery of energy from Municipal Solid Waste (MSW) and will be released to the loan account maintained with the Lead FI and not to the developer.</p>	<p>We humbly look for your consideration to waive this clause.</p>



Clause No	Clause in PPA	Requested Amendment	Request to Modify Clause as
10	<p>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</p>	<p>Accordingly, we requested for waiver on the said clause. We humbly bring to your notice that the Project Financiers are requesting to clearly state in the termination clause that this PPA shall not be terminated till the time Concession Agreement is active unless due to the event of defaults mentioned in the existing termination clause in the PPA. We request accordingly to confirm the same by adding a clause 10.2 under Termination.</p>	<p>Termination: 10.1. 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.</p>
			<p>10.2 Except for the event of defaults mentioned in 10.1, this PPA shall not be terminated by either party during the Term of the Agreement till the time the said Concessionaire Agreement is valid."</p>





# KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Companies Act, 1956)

## Office of the Chief Engineer (Commercial & Planning)

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No.CE(C&P)/CML-EEI-AEEVI/WTE-Kozhikode/2020-21 / 86

30.06.2021

To

The Director,  
M/s Malabar Waste Management Private Ltd,  
1<sup>st</sup> floor, Reliaable Phoenix Tower,  
#16, & 16/1, Museum Road,  
Bangalore-560001.

Sir,

Sub:-Waste to Energy Project at Kozhikode- Initialing of Power Purchase Agreement - reg  
Ref: -(1) KSERC Order dated 10.02.2021 on OA No.06/2020  
(2) That office letter No.MWMPL/WTE/192001/2021-22/008 dated 10.05.2021 & 009  
dated 11.06.2021  
(3) This office letter of even No.77 dated 23.06.21  
(4) That office letter No. MWMPL/WTE/192001/2021-22/012 dated 29.06.2021

Please refer to the above.

At the outset, it is intimated that petition along with the PPA initialed by both parties shall be submitted to the Hon'ble KSERC by the Concessionaire M/s.Malabar Waste Management Pvt Ltd for approval. Hence, it is requested that necessary action may be taken from that end at the earliest.

Regarding the amendments requested in your letter under ref(4), it is intimated that your suggestions on modifications of PPA can be submitted before KSERC along with the petition.

It is once again urged that petition for approval of the PPA by the Hon'ble Commission may be submitted urgently.

Thanking you,

Yours faithfully,

  
Chief Engineer (Commercial & Tariff)

Registered Office : Vidyuthi Bhavanam, Pattom, Thiruvananthapuram – 695 004. Website : [www.kseb.in](http://www.kseb.in)

