ANNEXURE-II

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Rajnikant Chaubal <rbchaubal@gmail.com>

Fwd: Bilateral Landed cost from HPSEBL to DNH Periphery

1 message

Vijay Chaudhary <vijay.chaudhary@mittalsgroup.com> Tue, Jan 6, 2015 at 12:22 PM
To: Rajnikant Chaubal <rbchaubal@gmail.com>
Cc: Mukesh Kumar <mukeshkumar@mittalsgroup.com>

Dear Sir ,
Greetings!!!!

Please find attachment in the trailing mail below , Landed cost sheet for RE hydro power from Himachal Pradesh.

Thanks & Regards,

Vijay Chaudhary
Assistant Manager | Gujarat
Mittal Processors
www.mittalsgroup.com | Facebook | Twitter
D/F +91-11-66666999 | M +91-9725169795
Regional Office: #306, 3rd Floor, Center Point, Opp.-Alkapuri Police Station, R C Dutt Road, Baroda-390 007, Gujarat
Corporate Office: 1002,1004 Antriksh Bhawan, 22, KG Marg, New Delhi -110001
Operations Office: 2F-CS 46-50, Ansal Plaza, Vaishali, Ghaziabad 201010 (UP)

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---------- Forwarded message ----------
From: **Rahul Sehrawat** <rahul.sehrawat@mittalsgroup.com>
Date: Tue, Jan 6, 2015 at 12:09 PM
Subject: Bilateral Landed cost from HPSEBL to DNH Periphery
To: Vijay Chaudhary <vijay.chaudhary@mittalsgroup.com>
Cc: Mukesh Kumar <mukeshkumar@mittalsgroup.com>, Gaurav Srivastava <gaurav@mittalsgroup.com>, Vivek Gupta <vivek.gupta@mittalsgroup.com>, Srihari Darapureddy <srihari@mittalsgroup.com>, Sandeep Anand <sandeep.anand@mittalsgroup.com>, Dinesh Mehta <dinesh.mehta@mittalsgroup.com>, Rameshwar Jain <rdjain@mittalsgroup.com>

Thanks & Regards,
Dear Vijay

As required, please find attached Bilateral Landed cost from HPSEBL to DNH Periphery for the needful.

Rahul Sehrawat
Assistant Manager
Mittal Processors
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C/9

Landed Cost of Renewable Power from HPSEB to DNH					
At DNH Periphery					
Quantum at HP Periphery (MW)	No. of Hours	No. of days		Total Quantum at HP Periphery (Mwh)	Quantum at Regional Periphery (MWh)
50	24	1		1200	1166.52
	HPSEB STU Losses	HPSEB POC Inj Losses (%)	DNH POC Withdrawl losses (%)		Quantum at DNH Periphery (MWh)
	0	2.79	1.9		1144.35612
	HPSEB STU Charges (Rs/MWh)	HPSEB POC Inj Charges (Rs/MWh)	DNH POC Withdrawl Charges (Rs/MWh)		Total
	0	128.9	128.9		300728.856
	HPSEB SLDC (Rs/day)	NRLDC (Rs/day)	WRLDC (Rs/day)		Total
	0	2000	2000		4000
Charges per unit at HP state Periphery (Rs)	Margin (Rs/unit)	Energy Charges (Rs.)	Trading Margin (Rs.)	Application fee	Total
4.66	0.04	5592000	48000	5000	5949728.856
Net charges including TM / unit (Rs./kWh)					
5.20					

C/840

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Rajnikant Chaubal <rbchaubal@gmail.com>

Offer for sale of renewable power on short term basis from HPSEBL during the period from January, 2015 to March, 2015

1 message

Vivek Gupta <vivek.gupta@mittalsgroup.com> Sat, Dec 27, 2014 at 5:12 PM
To: edevcom-dd@nic.in
Cc: Harshad Patel <hmpatel39@gmail.com>, Rajnikant Chaubal <rbchaubal@gmail.com>, Mukesh Kumar <mukeshkumar@mittalsgroup.com>, Sandeep Anand <sandeep.anand@mittalsgroup.com>, Dinesh Mehta <dinesh.mehta@mittalsgroup.com>, Rahul Sehrawat <rahul.sehrawat@mittalsgroup.com>, Srihari Darapureddy <srihari@mittalsgroup.com>, Gaurav Srivastava <gaurav@mittalsgroup.com>, tanmay pramanik <tanmay.pramanik@mittalsgroup.com>

Dear Sir,

Please find attached offer for sale of renewable power on short term basis from HPSEBL during the period from January, 2015 to March, 2015.

It is requested to consider our offer and authorize us for the same

Thanks & Regards,

Vivek Gupta
Executive
Mittal Processors
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2 attachments

HPSEBL letter for revised supply quantum for RE power.pdf
34K

DNH- HPSEB Offer for sale of renewable power during January,2015 to March,2015.pdf
365K

c/7
c/36

HIMACHAL PRADESH STATE ELECTRICITY BOARD LTD.

(A State Govt. Undertaking)

No.HPSEBL/CE(SO&P)IS-60A(Vol-IV)/2014-1728 Dated: 26-12-2014

To

M/s Mittal Processors (P) Ltd,
G.T. Road, Sewah,
Panipat-132103 (Haryana).
Fax No. 0120-4160471, 2605013

Subject: Sale of Renewable Power for the period from December, 2014 to March, 2015 – **Amendment in LoI thereof.**

Reference: i) Your offer No.MPPL/DEL/PT/HPSEBL/21345 dated 04.12.2014.
ii) This office letter even No. 1612-17 dated 08.12.2014.

Dear Sir,

With reference to our Letter of Intent (LoI) dated 08.12.2014 in response to your offer dated 04.12.2014 for sale of renewable power on short term bases on behalf of HPSEBL during the period December, 2014 to March, 2015, I am directed to convey the revised schedule for sale of subject cited power as per the following details:

Supply of Power by HPSEBL to HPPC through M/s Mittal Processors (P) Ltd:

Month	Period	Time Slots	Quantum (In MW)	Rate/kWh at delivery point
Dec., 2014	5th to 31st	00:00-06:00 00:06-18:00 18:00-24:00	30-100 00-50 30-100	Rs. 4.66/kWh
Jan., 2015	1st to 31st	00:00-06:00 00:06-18:00 18:00-24:00	30-200 00-100 30-150	
Feb., 2015	1st to 28th	00:00-06:00 00:06-18:00 18:00-24:00	30-200 00-100 30-150	
Mar., 2015	1st to 31st	00:00-06:00 00:06-18:00 18:00-24:00	30-200 00-100 30-150	

It is therefore, requested to convey your consent for above revised schedule through return fax. The other terms and conditions of LoI for sale of power shall remain unchanged.

Chief Engineer (SO&P),
Vidyut Bhawan, HPSEBL,
Shimla-171004.

Mittal Processors Pvt Ltd
Energy & Power Trading Division
Corporate : 1002-1004, Antriksh Bhawan, 22 K.G. Marg, New Delhi - 110 001 India T/F : +91 11 66666999

Ref: MPPL/PT/DEL/DNH/21619

Date: 27.12.2014

To,

Executive Engineer
Electricity Department, Dadra & Nagar Haveli
Vidyut Bhawan, Opposite Secretariat
Dadra & Nagar Haveli, Silvassa,
Tele - Fax: 0260-2642338, Ph.2631011

Sub: Offer for sale of renewable power on short term basis during the period from January, 2015 to March, 2015.

Dear Sir,

With reference to the clause (e) of sub-section (1) of section 86 of the Electricity Act 2003, to meet the **Renewable Power Obligation (RPO)**, MPPL, as an interstate trading licensee has been authorised by HPSEBL for sale of up to 100 MW renewable power to DNH from HPSEBL during the period from January, 2015 to March, 2015 @ Rs. 4.66/kWh at delivery point **(Himachal Pradesh State Periphery)**. MPPL will charge a trading margin of 4.00 paisa/kWh from DNH in addition to price of power as per authorization given by HPSEBL. The arrangement for sale of power is as per details given below:

Month	Period	Time (Hours)	Quantum (MW)	Price at Delivery Point including MPPL's trading margin
January, 2015	01.01.15 to 31.01.15	00:00 to 06:00	0-100	Rs 4.70/KWh
		06:00 to 18:00	0-50	
		18:00 to 24:00	0-50	
February, 2015	01.02.15 to 28.02.15	00:00 to 06:00	0-100	
		06:00 to 18:00	0-50	
		18:00 to 24:00	0-50	
March, 2015	01.03.15 to 31.03.15	00:00 to 06:00	0-100	
		06:00 to 18:00	0-50	
		18:00 to 24:00	0-50	

Note: 1. A) The quantum will be considered from HPSEBL's own power houses and IPP owned SHP's supplying power to HPSEBL at preferential tariff.

B) Power will be scheduled on weekly basis based on actual RE generation during past 3-4 days.

C) Chief Engineer (SO&P) will certify the total power supplied as green energy which has not accounted for either RPO or REC banking by HPSEBL or IPP's during the month at HP periphery.

Note: 2. **The quantum of the energy supplied under this arrangement will be certified as under:**

a. **The Chief Engineer (Generation), HPSEBL, Sundernagar will supply quantum of energy supplied at HP periphery during the month to the office of Chief Engineer (SO&P) through SE(PR&ALDC), HPSEBL, Totu Shimla-11, Fax No. 0177-2837543.**

b. **Sr. Executive Engineer (PSP), O/o Chief Engineer (SO&P) will supply the actual generation during the month from these IPP owned SHPs to SE (PR&ALDC), HPSEBL, Totu, Shimla-11 Fax No.0177-2837543.**

c. **The Chief Engineer (SO&P) will certify the total quantum of power supplied to DNH through M/s MPPL as Green Power which has not been accounted for either RPO or REC benefit by HPSEBL or IPPs, during the month at HP periphery from the data supplied by respective agency i.e., Sr. Executive Engineer (PSP) to SE (PR&ALDC), HPSEBL, Totu, Shimla-11 duly reconciled by his office.**

The transaction will be as per CERC Regulations. The delivery point for supply of power shall be the H.P. periphery i.e. Interconnection of HP STU transmission system with CTU (POWERGRID) transmission system.

It is requested to consider our proposal and authorize us with your quantum and duration for purchase of RE power.

Thanks & Regards
For Mittal Processors Pvt Ltd

MKumar

Mukesh Kumar
Regional manager

Encl: - 1. Annexure-A Terms and Conditions for sale of Power
2. Copy of authorization from HPSEBL for sale of RE Power

Annexure-A

Terms & Conditions for Sale of Power

1. **Quantum, Period and Duration:**
   As per table above

2. **Delivery Point: -**
   The delivery point for supply of power by HPSEBL shall be H.P. periphery i.e. Interconnection of HP STU transmission system with CTU (POWERGRID) transmission system.

3. **Transmission Charges and Losses: -**
   a. **Before Delivery Point:**
   All charges and losses up to delivery point including SLDC charges shall be borne by HPSEBL.

   b. **Beyond Delivery Point:**
   All charges and losses beyond delivery point shall be borne by DNH which shall include but not limited to the following:
   All mandatory open access/transmission charges and losses i.e. injection charges and losses and drawal charges and losses, SLDC(s)/RLDC(s) charges, Open Access application fee and any other charges applicable beyond delivery point shall be borne by DNH.

4. **Scheduling:**
   DNH/MPPL/HPSEBL shall get the power scheduled in full as offered/ consented by HPSEBL except in case of force majeure conditions. The Scheduling & Dispatch of the power shall be coordinated with respective SLDC/RLDCs as per relevant provisions of IEGC and framework of ABT and the decisions of RLDCs and RPCs.

   a. Sr. Executive Engineer (PSP)/SE (PR&ALDC), HPSEBL, shall supply weekly generation schedule at H.P. Periphery and MPPL/DNH shall apply for open access at NR periphery after accounting H.P. injection losses.
   b. The power shall be scheduled and dispatched as per the prevailing relevant provisions of CERC (Open Access in inter-state transmission).
   c. Both the utilities shall obtain the concurrence of their respective SLDC required for short term open access.
   d. DNH shall reimburse the applicable open access and scheduling charges beyond delivery point to MPPL within 3 days after receiving the bill.
   e. In case of cancellation of corridor by RLDC due to system constraints, the refund received by MPPL from RLDC, if any, against DNH's Open Access Charges shall be refunded within 7 days of receipt from the Nodal RLDC.
   f. In case of re-routing of open access corridor due to congestion/system constraints, the additional charges involved shall be borne by DNH.

5. **Open Access:**
   The power shall be scheduled and dispatched as per the relevant provisions of CERC (Open Access in Interstate Transmission) Regulations, 2008 issued vide CERC Notification No.L7/105(121)/2007-CERC dated 25.01.08, effective from 1.4.08 and "Procedure for Reservation of Transmission Capacity to Short Term Open Access" dated 28.1.08, and as amended from time to time. Once the Open Access is approved by Nodal Agency, the same will be final and would be subject to any revision/change only after mutual consent. HPSEBL/MPPL shall not be responsible for any Unscheduled Interchange liability, if any.

The responsibility to obtain necessary Open Access shall solely be of MPPL/DNH and shall not be considered as Force Majeure. Upon issuance of LOI by HPSEBL and acceptance thereto conveyed by DNH within the stipulated period, MPPL/DNH shall apply and obtain 'Open Access' for the Quantum of power indicated above.

Any further liability on account of Open Access/clarification on Open Access or change /amendment in the Regulations beyond delivery point shall be paid by DNH.

6. **Billing Cycle:**

MPPL shall raise weekly energy bills on provisional basis and trading margin bills for the energy supplied at HP periphery. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hrs. of 1st, 9th, 16th & 24th day of the month to 24:00 hrs. of 8th, 15th, 23rd and last day of the month respectively.

The relevant bills will be raised based on the provisional weekly energy transaction data. After receipt of Regional Energy Account (REA) for the previous month from NRPC, adjustment will be made towards the difference in the following 1st/2nd weekly bill of the next month as below:

a. Actual bill on the basis of REA issued by NRPC minus provisional bills issued for the month. Necessary credit/debit shall be taken care of after the issuance of final REA by NRPC.
b. Rebate, if any, admissible for the previous month.

For the energy governed under the provisions of **compensation for reduced supply/off take**, the billing as regards the payment/receipt of compensation amount, as may be applicable, shall be resorted to in addition to the energy bills. Such bills shall be raised separately on weekly basis, shall be distinct and not adjustable against bills for supply of power.

DNH shall reimburse the applicable open access and scheduling charges beyond delivery point to MPPL within 3 days after receiving the bill.

7. **Payment:-**

The "Due Date" for payment of the billed energy amount as per clause no. 6 above would be the seventh day commencing from the date of receipt of faxed bill by the either party. If "Due Date" happens to be a holiday, next working day shall be considered as "Due Date".

8. **Rebate for Prompt Payment:**

MPPL/HPSEBL shall allow 2% rebate on the billed amount, if the payment is made by DNH as per the payment schedule detailed in clause 7 above.

9. **Surcharge for late payment:**

A surcharge of 15% per annum shall be applicable on all payments outstanding after 30th day of receiving relevant bill by the either party through fax. This surcharge would be calculated on day to day basis for each day of the delay beyond the 30th day. This will also equally apply to payments to be made by the either party in accordance with provisions contained in Clause of compensation for reduced supply/off take.

10. **Compensation for reduced supply/off take:**

Without prejudice to the provisions of Force Majeure, if DNH fails to draw 85% of the Contracted Power, DNH shall pay compensation at 20% of the tariff per kWh at which DNH shall be purchasing power against this bid document from HPSEBL for the quantum of power that falls short of 85% of the Contracted Power.

On the other hand, if HPSEBL fails to supply 85% of the Contracted Power, HPSEBL shall pay compensation at the same rate i.e. 20% of the tariff per kWh to DNH for the quantum of off take that falls short of 85% of Contracted Power. The quantum of power for calculation of compensation amount shall be undertaken on daily basis for the defined period.

11. Payment security mechanism:

a. Weekly revolving irrevocable Letter of Credit (L.C.) for an amount equal to 7 days of billing shall be established by DNH in favour of the HPSEBL within 10 days of issuance of LoI. All LC charges viz. opening, operation / negotiation, recoupment etc. shall be borne by DNH. LC shall however remain valid for a period beyond one month of the contract period.

b. In the event of LC is not furnished within the stipulated time period, the transaction of power shall be terminated without any further notice

c. No interest shall be paid on LC etc.

12. Force Majeure:

Both the parties shall ensure compliance of the terms and conditions of the power purchase Agreement that would be executed pursuant to provisions contained in Clause No.4 of this bid document. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riots, strike, lock out, epidemic, plague, fire, explosion, flood, heavy snow fall, drought, cyclone, lightening, earth-quake, war or other forces, accident or act of God, terrorism, malicious act, landslide, sabotage, communal violence and kidnapping. Any party claiming the benefit of this clause shall satisfy the other party of existence of such an event(s). Any restriction imposed by POWERGRID/RLDC on scheduling of power supply due to constraint(s) in transmission/Grid shall be treated as Force Majeure without any liability on either side.

13. Execution of Power Purchase Agreement:

DNH shall have to execute the Power Purchase Agreement with MPPL within 20 days of acceptance of LOI failing which LOI shall be liable to be terminated.

The Power Purchase Agreement with MPPL shall be exclusive and shall have no correlation/ linkage whatsoever with any other contract executed by the parties or to be executed by the parties.

14. Termination of Power Purchase Agreement:

HPSEBL/MPPL reserves the full right to terminate the power purchase agreement in case DNH fails to abide by the stipulated terms and conditions. In such an eventuality HPSEBL/MPPL shall neither be responsible nor liable for any loss suffered by DNH.

15. Dispute Resolution Mechanism:

All differences or disputes between the parties arising out of or in connection with the bid documents shall be settled by both the parties amicably. In the event such disputes are not settled amicably through mutual discussions amongst parties concerned within two months, then dispute shall be referred to, arbitration as provided herein.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996 and any statutory modifications thereto. Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

c/A
C/24

16. Change in Laws:

In case of change in law or restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of sale or purchase of power, the same shall be binding on both the parties.

17. Jurisdiction:

Dispute of any nature that may arise in connection with this offer document, which fall under Electricity Act, 2003, shall be filed and forwarded to the Court (s) located at Shimla alone. The courts at Shimla shall have exclusive jurisdiction to entertain and try all matters arising out of LOI.