

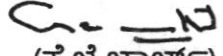
ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

ಚುಕ್ಕೆ ಗುರುತಿಲ್ಲದ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ : 136
 ಸದಸ್ಯರ ಹೆಸರು : ಶ್ರೀ ವೈ.ಎಂ.ಸತೀಶ್ (ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳ ಕ್ಷೇತ್ರ)
 ಉತ್ತರಿಸಬೇಕಾದ ದಿನಾಂಕ : 09-12-2024
 ಉತ್ತರಿಸುವ ಸಚಿವರು : ಮಾನ್ಯ ಇಂಧನ ಸಚಿವರು

ಪ್ರಶ್ನೆ	ಉತ್ತರ
ಅ) ಕೊಪ್ಪಳ ಜಿಲ್ಲೆಯಲ್ಲಿ ಕಾಲುವೆ ಆಧಾರಿತ ಮಲ್ಲಾಪುರ ಜಲ ವಿದ್ಯುತ್ ಯೋಜನೆಯ ಪ್ರದೇಶವು ಕೆಪಿಸಿಎಲ್ ಸ್ವಾಧೀನದಲ್ಲಿದೆಯೇ; ಪ್ರಸ್ತುತ ಈ ಯೋಜನೆಯು ಕಾರ್ಯಾಚರಣೆಯಲ್ಲಿದೆಯೇ; ಹಾಗಿದ್ದಲ್ಲಿ, ಯಾವ ಸಂಸ್ಥೆ/ಕಂಪನಿ ವತಿಯಿಂದ ಕಾರ್ಯಾಚರಣೆ ಮಾಡಲಾಗುತ್ತಿದೆ;	ಕೊಪ್ಪಳ ಜಿಲ್ಲೆಯಲ್ಲಿರುವ ಕಾಲುವೆ ಆಧಾರಿತ ಮಲ್ಲಾಪುರ ಕಿರು ಜಲವಿದ್ಯುತ್ ಯೋಜನೆಯು ಕೆ.ಪಿ.ಸಿ.ಎಲ್ ಸ್ವಾಧೀನದಲ್ಲಿದ್ದು, ಪ್ರಸ್ತುತ ಈ ಯೋಜನೆಯನ್ನು ಮೆ ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ಇವರ ವತಿಯಿಂದ ಕಾರ್ಯಾಚರಣೆ ಮಾಡಲಾಗುತ್ತಿದೆ.
ಆ) ಕಾರ್ಯಾಚರಣೆ ಮಾಡಿಸುತ್ತಿರುವ ಸಂಸ್ಥೆ/ ಕಂಪನಿಯ ಹೆಸರು, ವಿಳಾಸ (ವಿವರಗಳೊಂದಿಗೆ) ಹಾಗೂ ಯಾವ ಆಧಾರದ ಮೇಲೆ ಕೆಪಿಸಿಎಲ್ ಸ್ವಾಧೀನಲ್ಲಿರುವ ಪ್ರದೇಶದಲ್ಲಿ ಆ ಸಂಸ್ಥೆ / ಕಂಪನಿ ಕಾರ್ಯಾಚರಣೆ ಮಾಡುತ್ತಿದೆ (ವಿವರ ನೀಡುವುದು)	ಕಾರ್ಯಾಚರಣೆ ಮಾಡಿಸುತ್ತಿರುವ ಸಂಸ್ಥೆ/ಕಂಪನಿಯ ವಿವರ: ಮೆ ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ. ಲಿ., ನಂ. 44, 2ನೇ ಅಡ್ಡರಸ್ತೆ, ಪಾರ್ವತಿ ನಗರ, ಬಳ್ಳಾರಿ 583103 ಮಲ್ಲಾಪುರ ಕಿರು ಜಲ ವಿದ್ಯುದಾಗಾರದ ನವೀಕರಣ, ಚಾಲನೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಕೆಲಸಗಳಿಗೆ ಗುತ್ತಿಗೆ (Lease) ನೀಡಲಾಗಿದ್ದು, ಕೆ.ಪಿ.ಸಿ.ಎಲ್ ಮತ್ತು ಮೆ ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ರವರ ಮಾಡಿಕೊಂಡಿರುವ ಒಡಂಬಡಿಕೆಯ ಆಧಾರದ ಮೇಲೆ ಮೆ ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ರವರು ಮಲ್ಲಾಪುರ ಜಲವಿದ್ಯುತ್ ಯೋಜನೆಯ ಕಾರ್ಯಾಚರಣೆ ಮಾಡುತ್ತಿದೆ.
ಇ) ಕೆಪಿಸಿಎಲ್ ನಿಗಮವು ಮಲ್ಲಾಪುರ ಪ್ರದೇಶ ಜಲ ವಿದ್ಯುತ್ ಯೋಜನೆಯನ್ನು ಕಾರ್ಯಾಚರಣೆಗೊಳಿಸಲು ಖಾಸಗಿ ಸಂಸ್ಥೆಗಳು/ ಕಂಪನಿಗಳಿಂದ ಟೆಂಡರ್ ಆಹ್ವಾನಿಸಿದೆಯೇ; ಟೆಂಡರ್‌ನ ಷರತ್ತುಗಳನ್ನು ಒಳಗೊಂಡಂತೆ ಟೆಂಡರ್ ದಸ್ತಾವೇಜುಗಳ ವಿವರಗಳು ಮತ್ತು ಸದರಿ ಟೆಂಡರ್‌ನಲ್ಲಿ ಭಾಗವಹಿಸಿದ ಎಲ್ಲಾ ಸಂಸ್ಥೆಗಳು/ ಕಂಪನಿಗಳ ವಿವರಗಳನ್ನು ನೀಡುವುದು;	ಕೆ.ಪಿ.ಸಿ.ಎಲ್ ನಿಗಮವು ಮಲ್ಲಾಪುರ ಕಿರು ಜಲ ವಿದ್ಯುದಾಗಾರದ ನವೀಕರಣ, ಚಾಲನೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಕೆಲಸಗಳಿಗೆ ಗುತ್ತಿಗೆ (Lease) ನೀಡಲು ಖಾಸಗಿ ಸಂಸ್ಥೆಗಳು/ಕಂಪನಿಗಳಿಂದ ದಿನಾಂಕ 16.07.2015 ರಂದು (ಇ ಪ್ರೋಟೆಕ್ಟ್ ಸಂ. KPCL/2015-16 /OW/WORK_INDENT3678) ಟೆಂಡರ್ ಆಹ್ವಾನಿಸಲಾಗಿತ್ತು. ಸದರಿ ಟೆಂಡರ್‌ನಲ್ಲಿ ಭಾಗವಹಿಸಿದ ಎಲ್ಲಾ ಸಂಸ್ಥೆಗಳು/ಕಂಪನಿಗಳ ವಿವರ : 1. ಮೆ ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ. 2. ಮೆ ಎಟ್ರಿಯಾ ಬೃಂದಾವನ್ ಪವರ್ ಪ್ರೈ ಲಿ., ಬೆಂಗಳೂರು. 3. ಮೆ ಫೇರ್ ಡೀಲ್ ಸಪ್ಲೈಸ್ ಲಿ., ಅಹಮದಾಬಾದ್. 4. ಮೆ ಡಬ್ಲ್ಯೂ.ಎಂ.ಎಂ. ಸೋಲಾರ್ ಪ್ರೈ ಲಿ., ಅಹಮದಾಬಾದ್

	ಟೆಂಡರ್‌ನ ಷರತ್ತುಗಳನ್ನು ಒಳಗೊಂಡಂತೆ ಟೆಂಡರ್ ದಸ್ತಾವೇಜುಗಳ ವಿವರಗಳನ್ನು ಅನುಬಂಧ-1 ರಲ್ಲಿ ಒದಗಿಸಲಾಗಿದೆ.
ಈ)	ಈ ಯೋಜನೆಯನ್ನು ಯಾವಾಗ ಪ್ರಾರಂಭ ಮಾಡಲಾಗಿದೆ; ಜೆಸ್ಸಾಂ ಮತ್ತು ಪ್ರಸ್ತುತ ಕಾರ್ಯಾಚರಣೆಯಲ್ಲಿರುವ ಸಂಸ್ಥೆ / ಕಂಪನಿ ನಡುವೆ ಆಗಿರುವ ವಿದ್ಯುತ್ ಖರೀದಿ ಒಪ್ಪಂದದ ವಿವರಗಳನ್ನು ನೀಡುವುದು ಹಾಗೂ ಎಷ್ಟು ವರ್ಷಗಳವರೆಗೆ ಸದರಿ ಸಂಸ್ಥೆ/ ಕಂಪನಿ ಕಾರ್ಯಾಚರಣೆ ಮಾಡಲು ಗಡುವು ನೀಡಲಾಗಿದೆ;
	ಈ ಯೋಜನೆಯನ್ನು 1993-94 ರಲ್ಲಿ ಪ್ರಾರಂಭ ಮಾಡಲಾಗಿದ್ದು, 30.08.2017 ರಿಂದ 25 ವರ್ಷಗಳ ಅವಧಿಗೆ ನವೀಕರಣ, ಚಾಲನೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಕೆಲಸಗಳಿಗೆ ಮೆ ಇಂಜಿನಿಯರ್ಸ್ ಪವರ್ ರಿಸೋರ್ಸಸ್ ಇಂಡಿಯಾ ಪ್ರೈ ಲಿ., ಬಳ್ಳಾರಿ ಇವರಿಗೆ ಗುತ್ತಿಗೆ (Lease) ನೀಡಲಾಗಿದೆ. ಪ್ರಸ್ತುತ ಕಾರ್ಯಾಚರಣೆ ಮಾಡುತ್ತಿರುವ ಸಂಸ್ಥೆ/ಕಂಪನಿ ಹಾಗೂ ಕೆ.ಪಿ.ಟಿ.ಸಿ.ಎಲ್/ ಜೆಸ್ಸಾಂ/ಬೆಸ್ಸಾಂ ನಡುವೆ ವಿದ್ಯುತ್ ಸಾಗಾಣಿಕೆ ಮತ್ತು ಪೂರೈಕೆಗೆ (Wheeling & Banking) ಆಗಿರುವ ಒಪ್ಪಂದದ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-2 ರಲ್ಲಿ ಒದಗಿಸಲಾಗಿದೆ.

ಸಂಖ್ಯೆ: ಎನರ್ಜಿ 328 ಇಬಿಎಸ್ 2024


(ಕೆ.ಜಿ.ಜಾರ್ಜ್)
ಇಂಧನ ಸಚಿವರು



KARNATAKA POWER CORPORATION LIMITED
(A Government of Karnataka Enterprise)

No. LOT/CEED/EE4/MHS/1305

Date:16-07-2015

Notice Inviting Tender
(Through e-Procurement Portal Only)
Abstract Bid Notification

SUB: Bids are invited in English from the qualified bidders for taking lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is' condition-Reg

Bids are invited in English from the qualified bidders for taking lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is' condition.

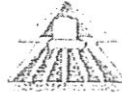
The details of NIT & brief bid notification can be seen on KPCL web site: www.karnatakapower.com & <https://eproc.karnataka.gov.in>. Tender documents may be downloaded from Government of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for Contractors.

The bid documents can be down loaded from e-procurement web from 16-07-2015. The last date for submission of bids through e-portal is upto 14.00Hrs on 18-09-2015

Further details can be had from:

Chief Engineer (Electrical Designs),
Karnataka Power Corporation Ltd.,
22/23, Sudarshan Complex,
III Floor, Sheshadri Road,
BENGALURU - 560 009.
Telephone No:080-22202950-54/22202654
Fax No:080-22202916
Web site: www.karnatakapower.com
Email: eced@karnatakapower.com

Chief Engineer (Elect. Designs)
Karnataka Power Corporation Ltd.,
Sudarshan Complex, III Floor,
No. 22/23, Sheshadri Road,
BANGALORE - 560 009.



KARNATAKA POWER CORPORATION LIMITED

(A Government of Karnataka Enterprise)

Brief bid notification

No. LOT/CEED/EE4/MHS/1305

Date: 16-07-2015

Notice Inviting Tender

(Through e-Procurement Portal Only)

Sub: Lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is condition-Reg

1.0 THE CHIEF ENGINEER (ELECTRICAL DESIGNS) Invites bids from the qualified bidders for Lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is condition. Pre-qualification criteria & bid documents may be downloaded from Government of Karnataka e-procurement website <https://eproc.karnataka.gov.in> under login for Contractors.

3.0 After login to Contractors, please scroll down to the right side bottom to see list of tenders under services, please click there to find the details of NIT & download copy of the tender. The tender can be downloaded from the portal within the prescribed date & time published in the portal. Only interested Contractors who wish to participate shall remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

4.0 EARNEST MONEY DEPOSIT (EMD)

An Earnest Money Deposit for an amount of Rs. 3.45lakhs (Rupees three lakh forty five thousand only) as indicated in the Notice inviting bids and/ or Brief bid notification shall accompany each bid as detailed in following paragraphs:

4.01 Earnest Money Deposit of Rs. 3.45lakhs (Rupees three lakh forty five thousand only) shall be paid online through e-Procurement portal using any of the following payment modes:

- a. Credit Card,
- b. Direct Debit,
- c. National Electronic Fund Transfer (NEFT),
- d. Over the Counter (OTC) (only through designated branches of ICICI Bank).

4.02 Bids not accompanied by the requisite EMD shall be summarily rejected.

4.03 If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid specification or if the successful bidder fails to submit the Contract performance guarantee as specified in the bid & or fail to enter into a Contract with the Corporation in the form prescribed with

INSTRUCTION TO BIDDERS

1.00 GENERAL INSTRUCTIONS:

- 1.01 Karnataka Power Corporation Ltd., (KPCL) herein after called the Corporation invites Bids for the scope of work detailed in the accompanying specifications.
- 1.02 The Chief Engineer (Electrical Designs), Karnataka Power Corporation Ltd., (KPCL) or his authorized representative will receive bids through e-procurement portal of GOK in respect of services to be provided as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with the bid instructions.
- 1.03 The period of lease shall be for a period of 25 years. It shall be reckoned from the date of completion of renovation works or 8 months from the date of LOA whichever is earlier.
- 1.04 The Corporation at its discretion may extend the last date for the submission of bids and / or may amend the bidding documents in accordance with clause 4.04 of this section-"Instruction to Bidders", in which case all rights and obligations of the Corporation and Bidders previously subject to the last date shall thereafter be subject to the last date extended.
- 1.05 The Bidders shall bear all costs associated with the preparation and uploading of Bids to e-procurement portal and the Corporation shall in no case be responsible or liable for these costs.
- 1.06 The bid must contain the name, residence and place of business of the person or persons making the bid and **must be signed by the bidder wherever specified in the bid**. The name of the person signing shall be handwritten/typed or printed below the signature. No bid will be considered which does not bear the signature from the authorized person at the bottom of page of the bid wherever specified in the bid.
- 1.07 Incomplete Bids and/or bids not accompanied by the Earnest Money Deposit (EMD) will not be accepted and the Corporation will not be responsible for delays in uploading of documents or incorrect uploading of documents, if any.

2.00 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.01 The bidder may modify or withdraw his bids after the bid submission, provided that such modification or withdrawal is uploaded to e-portal prior to the deadline prescribed for the submission of bids.

- 2.02 Bidder's modification or withdrawal notice shall be prepared, marked and uploaded to e-portal in accordance with the provision therein.
- 2.03 No bid is allowed to be modified after the last date and time for submission of bids.
- 3.00 **GENERAL CONDITIONS:**
- 3.01 Bidders shall quote in Indian rupees only.
- 3.02 The notification in web site of KPCL is subject to changes. Bidders are requested to contact the authorized person/office indicated in the notification for the authentic prevailing version. The management does not take any responsibility for any consequences arising out of any acts of forbearance on the part of third parties on the basis of the above notification.
- 4.00 **BID DOCUMENTS**
- 4.01 The scope, bidding procedures and Contract terms are as prescribed in the bidding documents which consists of following parts. The content of each part is given below;
- 1) Abstract bid notification and Notice inviting Tenders.
 - 2) Instructions to Bidders, Special Terms & Conditions
 - 3) Section I,II,III - General conditions of Contract, Special Conditions & general technical specifications and Brief description of project & technical details.
 - 4) Schedules, Price schedule & Annexures, etc.
- 4.02 Letter from M/s BHEL and M/s Boving Fouress Limited (Original Equipment manufacturer – turbine) would be published in the e-portal separately.
- 4.03 Bidder is expected to examine all instructions, forms, terms and specification in the Bid Document. The bidder shall visit the site to study the project features and existing conditions.
- 4.04 **Clarification on bidding document:** Prospective bidders requiring any further information or clarification on the bidding documents may notify in writing to the Corporation on or before the date specified for the receipt of such request for clarification as indicated in the notice inviting tenders. The Corporation will respond in writing to any request for information or clarification of the bidding documents. The Corporation's response/ clarification will be posted in e-portal. These responses/ clarifications furnished by the Corporation will form a part of bidding document.
- 4.05 **Amendment to bidding document:** At any time prior to the dead line for submission of bids, the Corporation may, for any reason, whether on its own initiative, or in response to a clarification requested by the prospective bidders, modify the bidding document by an amendment

related requirement within 30 days of the date of letter of award, the bid guarantee will be forfeited as liquidated damages.

- 4.04 The EMD furnished by unsuccessful bidders will be returned, only after the award of Contract & entering in to agreement with the successful bidder.
- 4.05 For the successful bidder, the EMD will be returned, only after he enters into Contract agreement & furnishes the Contract performance guarantee (Security Deposit) in an acceptable form.
- 4.06 No interest is payable to the bidders for the Earnest Money Deposit.
- 5.0 Tenders (both Cover-I & II) must be **electronically submitted** (online through internet) within the date & time published in e-procurement portal. Cover-I of Tender will be opened at prescribed time & date in the e-procurement portal, in presence of the Tenderers who wish to attend at the office of the Chief Engineer (Electrical Designs), KPCL, Sudarshan Complex, 22/23, Third Floor, Sheshadri Road, Bengaluru-560 009. Opening of Cover-II shall be intimated later.
- 6.0 Brief scope of tender is as follows. Other details can be seen in the tender documents.

Sl. No	Name of work	EMD/ Payment mode	Tender processing fees (Non-refundable)
1	Lease of mini hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation and Maintenance on 'As is where is condition	Rs. 3.45lakhs (Rupees three lakh forty five thousand only)	As per e- procurement portal.

7.0 Calendar of Events:

a)	Date of issue of NIT	As published in e-portal
b)	Last date for receipt of queries	04-08-2015
c)	Date of pre-Bid meeting	10-08-2015
d)	Date of furnishing clarifications	As published in e-portal
e)	Last date for receipt of completed bids-cover-I&II (two covers) through e-procurement portal up to 14:00hrs on	18-09-2015
f)	Date of opening of cover-I @ 15:00hrs	21-09-2015
g)	Date of opening of cover-II (price bids) of qualified bidders.	Would be intimated later.

8.0 Eligibility Criteria:

The intending bidder shall satisfy the following pre-qualification requirements:

- a) The bidder shall be a company owning, operating and maintaining at least power plant/s of capacity not less than 10.75 MW installed capacity and furnish ownership document for owning power plant/s of capacity not less than 10.75MW of its own and generation statement along with joint energy meter reading for a period of two consecutive years during the last five years period; and
- b) The bidder will obtain a consent letter from the respective Original Equipment Manufacturer (turbine) stating that the Original Equipment Manufacturer (turbine) is ready to work with the bidder towards the renovation of the respective hydel stations; and
- c) The bidder will submit an affidavit of undertaking that if he were to be successful in the tender, he will enter into a Contract with the Original Equipment Manufacturer (turbine) for the purpose of renovation. In the event he fails to engage the Original Equipment Manufacturer (turbine) for the renovation works, KPCL is at liberty to cancel or terminate the Contract and award it to the next eligible bidder; and
- d) The bidder shall have an annual turnover of minimum Rs.5 crores in any two financial years during the previous five financial years and furnish annual financial statements or reports duly certified by the chartered accountant for any two financial years during the previous five financial years to establish the annual turnover requirement stipulated;and
- e) The bidder company shall furnish an undertaking that the existing Contract labourers working in the above power stations shall be continued in the respective power stations;and
- f) The bidders whose EMD has been forfeited and / or whose Contract has been foreclosed/terminated during the last five years are not eligible to bid; and the Bidder shall give notarized declaration as per the prescribed proforma that EMD has not been forfeited & none of his Contracts have been terminated /foreclosed on account of their default in KPCL or elsewhere during the last 5years. (Declaration by the bidder shall be duly signed by the Notary & uploaded in the e-portal in Cover-1).

9.0 **The tender is of two cover system.**

The Bidder shall upload scanned copies of the following documents:

A. COVER-I (Technical Bid)

- a) Pay EMD as prescribed.
- b) Documents to meet the eligibility criteria specified in NIT.

- c) Details of the Commercial terms & conditions, all the schedules specified in bid documents pertaining to commercial terms & conditions. All the technical details, etc., of the technical offer.

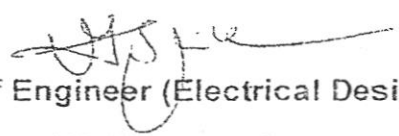
B. COVER-II (Price Bid)

Price schedule only (Price Bid).

- 10.0 Bids submitted within the scheduled date & time shall only be eligible for further processing of the bids. Any bid submitted after the date & time specified shall be rejected even if it is accepted by the e-portal. Date & time stamp of the e-portal system shall be final in deciding the time of submission of bid. Decision of the Corporation in this regard shall be final & acceptable to all the bidders.
- 11.0 The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
- 12.0 Prices shall be furnished in price schedule and in the e-procurement portal only in the space provided for uploading "FINANCIAL BID DOCUMENTS".
- 13.0 Price bid of tenderers who have furnished the documents to meet the eligibility criteria, and found substantially responsive will only be opened.
- 14.0 The tender shall be valid for 180 days from the date of opening of 'Cover-I' of the bid.
- 15.0 KPCL reserves the right to verify any information/documents furnished by the bidder should the circumstances so warrant. In case the information or the documents furnished are found to be incorrect/false or invalid then the EMD furnished by such bidder shall be forfeited.
- 16.0 Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTPP act shall be followed.
- 17.0 **Security deposit:** The bidder shall provide a Bank Guarantee issued by any Nationalized / Scheduled Bank in favour of Karnataka Power Corporation Limited., within 30days from the date of acceptance for an amount equivalent to 10% of the annual lease rent along with KVAT and other taxes at the time of execution of the agreement, which shall be renewed every year till the completion of the term of the Contract Agreement, in the prescribed format. If the performance BG is not furnished within 30days from the date of acceptance, EMD amount will be forfeited.
- 18.0 **Terms of payment:**
- a) The successful bidder shall pay KPCL 25% of the quoted lease rent along with KVAT and other taxes in the form of Demand draft/ pay order in favour of KPCL which shall not carry any interest within three months from the date of acceptance and execute the Lease deed Agreement. The balance 75% of the quoted lease rent along with along with KVAT and other taxes shall be paid in the form of Demand draft/pay order to KPCL on or before four months from the date of

execution of the Contract Agreement. The quoted lease rent along with KVAT and other taxes shall be paid to KPCL for the second year and onwards at least 30 days in advance.

- b) The successful bidder shall also pay an amount of Rs 319.32 lakhs to the Corporation within one year from date of execution of lease deed being the expenditure incurred towards maintenance of the plants by the Corporation. An amount of Rs 319.32 Lakhs is the one time lumpsum payment which shall be paid by the bidder within 9 months from the date of handing over of site for renovation works. This is a fixed amount to be paid by the successful bidder.
- C. The bidder shall commence the power generation before completion of 6 months from the date of handing over of all the four power stations.
- D. The power houses will be handed over to the successful bidder within 30 days from the date of execution of Contract agreement. A list of all major equipment and auxiliaries covering all the assets shall be jointly prepared before handing over the stations to the successful bidder, which shall be binding on both the parties.
- E. The successful bidder shall invest the required cost of renovation of the mini hydel power stations and operation and maintenance cost of the plants.
- F. Any other information required may be obtained from the office of the undersigned during office hours.
- G. Bidders who have not obtained the user ID & Password for participating in e-procurement in Karnataka Power Corporation Limited may now obtain the same from the website (<https://eproc.karnataka.gov.in>).
- H. Corrigendum/modification/corrections, if any, will be published in the website only. For any clarification on e-procurement or request for e-procurement training, bidder can contact **HP HELPDESK** at 080-25501216/25501227/22340060.
- 19.0 **Arbitration:** Any bid with a stipulation for settlement of dispute by reference to arbitration will not be accepted.
- 20.0 **Suit or proceedings:** Any suit or proceedings arising out of this Contract shall be instituted at Law court in Bangalore, Karnataka state. Any bid with a stipulation for settlement of dispute by reference to arbitration will be liable for rejection.


Chief Engineer (Electrical Designs)

KPCL, Bangalore.

which will be notified in e-portal and this amendment will be binding on them.

4.06 **Pre Bid meeting:** A pre bid meeting will be held as notified in NIT and all the bidders could attend the pre-bid meeting. The purpose of the pre bid meeting is to clarify the Commercial and Technical Condition of the bids if any. The clarification as sought by the bidders and the clarification issued by the Corporation shall be posted in e-portal and shall form a part of Bid document.

4.07 Verbal clarifications and information given by the Corporation or its employees or its representatives shall not in any way be binding on the Corporation.

5.0 SCOPE OF PROPOSAL

5.01 The scope of proposal shall completely cover for Lease of KPCL's mini Hydel stations situated at Mallapur, Sirwar, Ganekal and Kalmala for Renovation, Operation & Maintenance of as specified in the bid document.

5.02 Bids not covering the entire scope of works for the proposal quoted will be treated as incomplete and are liable to be rejected in terms of the "Karnataka Transparency in Public Procurement Act".

6.0 PRE-QUALIFICATION REQUIREMENTS:

The intending bidder shall satisfy the following pre-qualification requirements:

- a) The bidder shall be a company owning, operating and maintaining at least power plant/s of capacity not less than 10.75 MW installed capacity and furnish ownership document for owning power plant/s of capacity not less than 10.75MW of its own and generation statement along with joint energy meter reading for a period of two consecutive years during the last five years period; and
- b) The bidder will obtain a consent letter from the respective Original Equipment Manufacturers (turbine) stating that the Original Equipment Manufacturers (turbine) is ready to work with the bidder towards the renovation of the respective hydel stations; and
- c) The bidder will submit an affidavit of undertaking that if he were to be successful in the tender, he will enter into a Contract with the Original Equipment Manufacturers (turbine) for the purpose of renovation. In the event he fails to engage the Original Equipment Manufacturers

- (turbine) for the renovation works, KPCL is at liberty to cancel or terminate the Contract and award it to the next eligible bidder; and
- d) The bidder shall have an annual turnover of minimum Rs.5 crores in any two financial years during the previous five financial years and furnish annual financial statements or reports duly certified by the chartered accountant for any two financial years during the previous five financial years to establish the annual turnover requirement stipulated;and
 - e) The bidder company shall furnish an undertaking that the existing Contract labourers working in the above power stations shall be continued in the respective power stations;and
 - f) The bidders whose EMD has been forfeited and / or whose Contract has been foreclosed/terminated during the last five years are not eligible to bid;and
 - g) The Bidder shall give notarized declaration as per the prescribed proforma that EMD has not been forfeited & none of his Contracts have been terminated /foreclosed on account of their default in KPCL or elsewhere during the last 5years. (Declaration by the bidder shall be duly signed by the Notary & uploaded in the e-portal in Cover-1).

7.0 SUBMISSION OF BIDS

- 7.01 The Bidder should submit the offer in two parts (Two cover system).
Cover-1: EMD, Documents to meet qualifying requirements, commercial terms and conditions, technical specification and particulars, notarized declaration, etc. Cover-2: The Price Bid only.
Both cover-1 & 2 shall be submitted together before the last date & time fixed for receiving the bids through e-portal only.
- 7.02 Cover-1 of the bidders will be opened first in the presence of bidders who choose to be present at the time of bid opening. Documents furnished will be scrutinized to determine the bidders' meeting the qualification criteria. The cover-2 (comprising of price bids) of only those Bidders who are qualified as per qualification requirement stipulated in the NIT and found substantially responsive, would be opened. The date of opening of cover-2 would be posted in e-portal.
- 7.03 Corporation reserves the right to request for additional information and also reserves the right to reject the proposal of any bidders, if in its opinion the qualification and other data are incomplete.
- 7.04 The bids shall be preferably prepared by typing and posted on e – portal. The quoted rates shall be in both figures and words as per the e-portal requirement.

7.05 The bid prepared by the Bidder, all correspondence and documents relating to the bid shall be written in the English language. If any printed literature furnished by the bidder is written in any other language, it shall be accompanied by an English translation of its pertinent passages, duly certified by the bidder's authorized signatory, in which case, for purposes of interpretation of the bid, the English translation shall govern.

7.06 Bidder's bid and the document attached there to shall be considered as forming part of Contract document.

7.07 Any bid which is not submitted in accordance with the instructions stipulated above is liable for rejection. Incomplete Bids / e- mail Bids / Bids not accompanied with EMD / belated Bids will not be accepted.

8.0 SIGNATURE OF BIDS

8.01 The Bid must contain the name, residence and place of business of the person or persons submitting the bid. The name of the person signing should be preferably typed or printed below the signature.

8.02 Bids by a Corporation/Company shall be signed by the authorized persons of the bidding business entity indicating their proper legal name.

8.03 The Bidder's name stated in the proposal shall be the exact legal name of the firm.

9.0 LOCAL CONDITIONS

9.01 It is imperative for each bidder to fully inform himself of all local conditions and factors which may have an effect on the execution of the scope of work covered under Bid document by inspecting the site of work.

9.02 It must be understood and agreed that all the factors that may have an effect on the execution of the scope of proposal have been properly investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under this specification and document will be permitted by the Corporation. Neither any change in time schedule of the Contract nor any financial adjustment arising thereof, which are based on the lack of such clear information or its effect on the cost to the bidder shall be permitted by the Corporation.

10.0 SECURITY DEPOSIT:

10.01 The bidder shall provide a Bank Guarantee issued by any Nationalized / Scheduled Bank in favour of Karnataka Power Corporation Limited., for an

amount equivalent to 10% of the annual lease rent along with KVAT and other taxes at the time of execution of the agreement, which shall be renewed every year till the completion of the term of the Contract Agreement, in the prescribed format.

- 10.02 If the bidder withdraws his bid before the expiry of the bid validity period prescribed in the bid specification or fails to enter into an agreement with Karnataka Power Corporation Ltd., in the form prescribed with related requirement within 30 days of the date of letter of award, the EMD shall be forfeited.
- 10.03 The EMD furnished by unsuccessful bidders will be returned, only after entering in to agreement with the successful bidder.
- 10.04 The EMD of the successful bidder will be returned, only after the bidder executes the Contract agreement and submits specified performance security Bank Guarantee.
- 10.05 No interest is payable to the bidders for the Earnest Money Deposit amount.

11.0 BID OPENING:

- 11.01 If the bid opening day turns out to be a holiday for some reason, the bids will be opened on the following working day at the same time and location address.
- 11.02 The Bidders name, presence and absence of bid security (EMD) and such other details as Karnataka Power Corporation Ltd., may consider appropriate will be read out during opening of Cover-1 and prices quoted, will be read out during opening of Cover-II.

12.0 PRELIMINARY EXAMINATION:

- 12.01 KPCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 12.02 Arithmetical errors will be rectified on the following basis.
 - a) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, unit price shall prevail and the total price shall be corrected.

- b) If there is discrepancy between the total bid amount and the sum total price of items forming the total bid amount, the sum total price of items shall prevail.
- c) If there is any discrepancy between the amount indicated in figures and that indicated in words, the lower of the two shall be considered.

12.03 Prior to the detailed evaluation, KPCL will determine the substantial responsiveness of each bid to the bidding documents. The substantial responsiveness will be in terms of the Karnataka Transparency in Public Procurement Act and incomplete bids are liable to be rejected. The tenders will be then evaluated based on the price bids.

13.0 POLICY FOR BIDS UNDER CONSIDERATION:

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award rejection is made by Karnataka Power Corporation Ltd., to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, Karnataka Power Corporation Ltd., and/ or its employees or matters related to the bids under consideration. Karnataka Power Corporation Ltd., if necessary will obtain clarifications on the bids by requesting such information from any or all the bidders as may be necessary. The Bidder shall not be permitted to change the substance of the bid after the bid has been opened.

14.0 REJECTION OF TENDER:

14.01 The tender will be rejected if tender is:

- a. Not in the prescribed form
- b. Not accompanied by the requisite EMD
- c. Not properly signed by the tenderer wherever specified.
- d. From any blacklisted firm
- e. Received after the expiry of the due date & time
- f. Received by telefax or telegram or fax or e-mail
- g. From a tenderer whose past performance is not satisfactory
- h. Not in conformity with KPCL's requirement as per tender terms & conditions
- i. One whose validity period is less than that specified in the tender document
- j. Incomplete and or incorrectly submitted
- k. Conditional
- l. On any other ground/s or reason/s not covered above but detrimental to the interest of KPCL and comes to the knowledge of KPCL at any stage during tender process without assigning any reason for the same to the tenderer

- 14.02 The tender will be rejected, if the tenderer has not uploaded in the e-portal an undertaking in the form of a notarized affidavit (As per the format enclosed (Schedule-7) declaring that in respect of any tender /Contract issued by KPCL or Government or any other utility in India during the preceding five years as on the last date for submission of bid.
- a. Their EMD has not been forfeited or
 - b. None of their Contracts have been terminated/ foreclosed on account of their default or
 - c. They have not been blacklisted / subject to procedure initiated for blacklisting for participating in the said tender or would not attract terms and conditions relating to rejection of bids.
- 14.03 Tenderer is advised to pursue all the clauses in the tender document and the instructions before quoting.
- 15.0 CONTRACT AGREEMENT:**
The successful bidder shall sign the Contract agreement within 30 days of the receipt of letter of award on a Non Judicial stamp paper Rs200/- (Rupees Two hundred only) purchased in Karnataka as per the format provided by Karnataka Power Corporation Limited.
- 16.0 SUIT OR PROCEEDINGS:**
Any suit or proceedings arising out of this Contract shall be instituted at Law court in Bangalore, Karnataka state. Any bid with a stipulation for settlement of dispute by reference to arbitration will be liable for rejection.
- 17.0 LEASE RENT:**
The lease rent exclusive of KV AT and other taxes quoted by the Bidder below the floor price shall not be considered and will be rejected. Any other taxes & duties applicable shall also be payable by the bidder.
- 18.0 FLOOR PRICE OF LEASE RENT**
Floor Price or lease rent exclusive of KVAT and other taxes is Rs 227/- lakhs per annum.
- 19.0 EVALUATION OF THE BIDS:**
The HIGHEST LEASE RENT exclusive of KVAT and other taxes quoted by the Bidder ABOVE the floor price shall be considered as HI (Highest Bidder).

Chief Engineer (Electrical Designs)

KPCL, Bangalore.

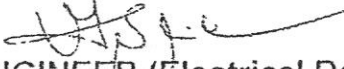
SPECIAL TERMS & CONDITIONS

Lease agreement

- 1.01 The bidder has to enter into Contract agreement & furnish performance security equivalent to 10% of the annual lease rent along with KVAT and other taxes within 30 days from the date of acceptance, failing which the allotment will be liable for cancellation without further notice with forfeiture of the EMD amount submitted by the Bidder.
- 1.02 Lease of the power houses shall be on "As is where is Condition" only.
- 1.03 All costs and fees including registration, stamp duty, statutory permissions if any, in respect of the Lease will be borne by the purchaser.

Any variations in the KVAT and other taxes shall be to the account of the Bidder (Lessee) during the tenure of the Contract. Water royalty charges if any to Government of Karnataka is payable by Lessee. Any other taxes & duties applicable shall also be payable by the bidder.
- 1.04 Legal proceedings in any matter arising out of this tender shall be subject to the jurisdiction of Courts at Bangalore.
- 1.05 KPCL reserve the right to accept or reject the highest offer.
- 1.06 The power houses will be handed over to the successful bidder within 30 days from the date of execution of Contract agreement. A list of all major equipment and auxiliaries covering all the assets shall be jointly prepared before handing over the stations to the successful bidder, which shall be binding on both the parties.
- 1.07 The Bidder (Lessee) shall ensure safety of all machinery/equipments during the entire lease period. Any losses /damages during the lease period shall be compensated to Karnataka Power Corporation Ltd., upon handing over after completion of lease period. The value of compensation shall be as decided by Karnataka Power Corporation Ltd., based on valuation by experts in the field.
- 1.08 The Bidder (Lessee) shall take insurance cover on all the major equipment during the tenure of lease period and the responsibility rests entirely with the Bidder (Lessee) for the insurance cover.
- 1.09 The KPCL (Lessor) shall have the right to inspect the power houses with prior intimation to the Bidder (Lessee).

- 1.10 The Bidder (Lessee) shall not sub-let/sub-lease/sell the assets during the tenure of the lease. Contravention of this clause will attract cancellation of lease on the grounds of breach of Contract and initiation of legal proceedings.
- 1.11 The Bidder (Lessee) shall utilize the existing Contractual labour force in the respective power houses.
- 1.12 The KPCL (Lessor) reserves the right to terminate the lease Contract on substantial grounds which affects the interests of the KPCL (Lessor).
- 1.13 The bidder shall sell the power to ESCOMS, Karnataka and enter into PPA for selling power as per rules in force.
- 1.14 **Site Inspection:**
Inspection of the power houses may be done by the bidders on any working day between 10.00 AM to 3.00 PM by fixing up the date of inspection in advance by contacting the Superintending Engineer (Almatti), KPCL, for the purpose of familiarizing themselves with details of the power houses offered for Lease.
- Bidders shall also familiarize themselves with all prevailing rules, regulations, and statutory obligations etc., required for operation of the power houses before filling up of the tender.
- 1.15 In case of non-payment of annual lease rent along with KVAT and other taxes, within the due date, the Bank Guarantee provided by the Bidder shall be encashed and the Contract Agreement shall be foreclosed forthwith, without any notice to the Bidder. Any loss on account of the foreclosure of the Contract Agreement, shall be to the account of the Bidder and no liability rests with Karnataka Power Corporation Ltd.


CHIEF ENGINEER (Electrical Designs)
KPCL, BENGALURU.

hereinafter referred to as the "Corporation" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) and **Gulbarga Electricity Supply Company Limited** a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Station Main Road, Gulbarga-585101, Karnataka State hereinafter referred to as the "GESCOM" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) and **Bangalore Electricity Supply Company Limited**, a Company formed and incorporated in India under the Companies Act, 1956, with its registered office located at Corporate Office, K R Circle, Bangalore - 560001, Karnataka State hereinafter referred to as "BESCOM" (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) on one hand and **M/s. Engineered Power Resources India (P) Limited** a generating company and having its Registered Office at No.44, 2nd Cross, Parvathi Nagar, Ballari-583013, Karnataka State, INDIA. Herein after referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, and permitted assigns) on the other, as parties.

WHEREAS:

- i) The Corporation is a transmission Licensee owning and operating a transmission system and the Corporation/GESCOM/BESCOM are a distribution Licensees engaged in the business of electricity distribution in the State of Karnataka and are under a statutory obligation to provide non-discriminatory open access, under the provisions of the Electricity Act, 2003.
- ii) Karnataka Power Corporation Limited vide lease agreement no. LOT/CEED/ EE4/ MHS/1719 dated 07.09.2017 with the M/s. Engineered Power Resources India (P) Limited has leased the Mallapur Mini Hydel Electric Power Generating Station of 9 MW capacity at Mallapur Village, Gangavathi Taluk, in Koppal District for renovation, operation and maintenance of the project and the project has been handed over by KPCL to the Company on "as is where is" basis. The period of lease is 25 years and the Company plans to renovate, operate and maintain the above said renewable energy based Mini Hydel Station hereinafter referred to as the Project.
- iii) The Govt. of Karnataka by its letter No. EN 490 NCE 2018 dated: 23.10.2018 has approved for incorporation of KERC Order to M/s Engineered Power Resources India (P) Limited, for wheeling & Banking under Third Party Sale category.
- iv) The firm vide letter No. EPR IPL/Energy Sale/Karnataka/18-19 dated 03.01.2019 has submitted draft Wheeling & Banking Agreement under Third Party Sale category for 9MW Mini Hydel Power Project located at Mallapur village, Gangavathi Taluka, Koppal District along with relevant documents.
- v) Note approved by Hon'ble MD GESCOM vide para No (14) dated 05.01.2018.

2

ENGINEERED POWER RESOURCES INDIA (P) LTD.
For ENGINEERED POWER RESOURCES INDIA (P) LTD.

Authorized Signatory
Authorized Signatory

General Manager (Ele),
PP, BESCOM, B'lore.

Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಆಂತ್ರಿಕೆ)
ಕವಿಪ್ರವಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


- vi) Pursuant to (i) & (v) above, the Company desires to wheel up to 9MW of the power generated from the project for Third Party Sale, utilizing the transmission and distribution network of the Corporation and GESCOM / BESCOB respectively and for the said purpose intends to enter into an agreement with the Corporation, the GESCOM, & the BESCOB.

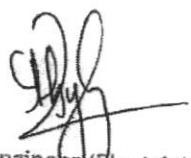
The SLDC, Corporation, GESCOM and BESCOB have as per their letters No. CEE/SLDC/SEE/TBC/EEE-1/AEE-2/13907-910 dated 01.01.2019 from SLDC, and KPTCL/B28(a)/87132/18-19 dated 28.12.2018 from KPTCL, and GESCOM/CEE(OP)/EE/PTC/AEE/2018-19/45202-05 dated 20.11.2018 from GESCOM and GM(Ele)/PP/BESCOB/BC-39/DGME-2/AGM-2/F-10548/18-19/14372-76 dated 17.12.2018 given their consent for wheeling and banking of electricity generated by the Company in the above project, subject to the Terms and Conditions as set out in this agreement.


NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE CORPORATION, GESCOM/BESCOB, AND THE COMPANY, HEREBY AGREE AS FOLLOWS:

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOB, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿ)
ಕವಿಪ್ರವಿಣಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

ARTICLE 1


1.1 DEFINITIONS

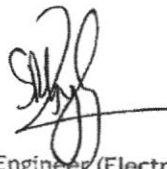
For the purposes of this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set forth below:


- a) "**Act**" means the Electricity Act, 2003 as amended from time to time.
- b) "**Agreement**" shall mean and include the Wheeling & Banking Agreement executed herein, including the schedules hereto, amendments, modifications and supplements made in writing by the parties from time-to-time.
- c) "**Applicable Tariff/Charge**" means the tariff/charges for wheeling and banking as determined by the Commission from time-to-time.
- d) "**Banking**" means the facility by which electrical energy remaining unutilized by the "Exclusive" or "Non- Exclusive" Consumer or "Captive Consumer" out of the energy injected by the Company into the transmission and/or distribution system of Corporation/GESCOM/BESCOM, which is allowed to be utilized for wheeling to "Exclusive" or "Non-Exclusive" Consumers of the Company or captive consumer for later use, as per the terms and conditions set forth in this agreement.
- e) "**Billing Period**" means the period from 00:00 hours of the first day of a calendar month to 24:00 hours of the last day of such month. The first Billing Period shall commence from 00:00 hours of the Commercial Operation date/date of commencement of wheeling in a calendar month and end with 24:00 hours of last day of such month.
- f) "**Commercial Operation Date**" means the date declared jointly by the Company and the Corporation/ GESCOM/BESCOM on which the project or any of its units is/are declared as available for commercial operation.
- g) "**Commission**" means the Karnataka Electricity Regulatory Commission.
- h) "**Drawal Point**" means the point as specified by the Company to which the wheeled/banked power is to be supplied, indicating the place of HT installation & RR. No. of HT installation, if any.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburgi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

BESCOM Jurisdiction : Non Captive HT Consumers

SI No	Name and address of the consumer	RR No.	Contract Demand In KVA	Tariff	Division/ subdivision	ABT Meter Provided Or Not
1	M/s Velanakani Information System Limited, Electronic city Phase-II, Industrial Area, Begur Hobli, Bangalore-560100	S8HT-300	1350	HT2B1	HSR/S-13	Installed
2	M/s Velanakani Information System Limited, Electronic city Phase-2, Industrial Area, Begur Hobli, Bangalore-560100	S8HT-30	4000	HT2B1	HSR/S-13	Installed
3	M/s Toyota Kirloskar Motor Pvt Limited, Plot No.1, KIADB, Bidadi, Ramanagar.	RERMGHT-1	32000	HT2AII	Ramanagar/ Bidadi	Installed
4	M/s Sunvik Steels Pvt. Ltd., Sy No.59-72, Jodidevarahalli, Kallambella.	SREHT-1	9500	HT2AII	Madhugiri/ Sira	Installed
5	M/s Sipani Fibres Limited, Industry Plastics, Hoody/F-18, Bangalore-560048	E4HT-89	1500	HT2AI	Whitefield/ E-4	Installed
6	Managing Director, M/s Sipani Fibres Limited, Sy No. 3121/5, Kajikallahalli, Kolar.	KRRHT-47	3500	HT2AII	Kolar/Kolar Rural	Installed
7	M/s S.K Steel Tech, Thyamagondlu Industrial Area, Thyamgondalu Hobli, Nelamangala.	RNHT-314	7000	HT2AII	Nelamangala/ Nelamangala	Installed
8	M/s Venugopal Flour Mill, Flour Mill 1110041/F-10 Bangalore-560048	E4HT- 211	1800	HT2AI	Whitefield/ E-4	Installed

For ENGINEERED POWER RESOURCES INDIA (P) LTD.

Authorized Signatory

General Manager (Ele),
PP, BESCOM, B'lore.

5
Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

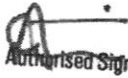
ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


9	The Managing Director, M/s Federal Mogal Goetz India Limited, Yelahanka, Bangalore-560064	YHT-8	5916	HT2AI	Hebbal/ C- 7	Installed
10	The Managing Director, M/s Federal Mogal Goetz India Limited, Yelahanka, Bangalore-560064	YHT-9	7166	HT2AI	Hebbal/ C- 7	Installed
11	M/s Vivek Agro Foods, Illagumpa, Hoskote Industrial Area, Chokkahally, Hoskote	HKHT-248	1500	HT2AII	Hoskote/ Hoskote	Installed
12	M/s Juniper networks India Private Limited, Sy No. 111 to 115, Ammani Bellandur Khane, Bangalore - 560037	S7HT-273	5975	HT2BI	Koramanga la/ S-7	Installed
13	M/s Juniper networks India Private Limited, Sy No. 111 to 115, Ammani Bellandur Khane, Bangalore - 560037	S7HT-274	2975	HT2BI	Koramanga la/ S-7	Installed
14	M/s Exora Business Parks Private Limited, Sy No. 111 to 115, Bellandur village, Bangalore- 560037	S7HT- 251	5975	HT2BI	Koramanga la/ S-7	Installed
15	M/s Exora Business Parks Private Limited, Bellandur village, Bangalore- 560037	S7HT- 168	7100	HT2BI	Koramanga la/ S-7	Installed

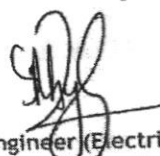
i) **"Exclusive consumer"** means a consumer identified by the Company for Wheeling Power, who receives the entire quantum of his imported power requirement from the Company through the Transmission/ Distribution Network of the Corporation/GESCOM/BESCOM.

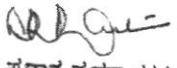
j) **"Financial Year"** means year starting from 1st day of April of a calendar year and ending on the 31st day of March of the following calendar year.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory



General Manager (Ele),
PP, BESCOM, B'lore

6

Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.



ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)
ಕವಿಪ್ರಸಿದ್ಧಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


- k) "Force Majeure Events" means the events and circumstances as described in Article 9.
- l) "Injection Point" means the point or points at which Electricity is injected by the Company into the Corporation/GESCOM" network.
- m) "Injected Energy" means the kilowatt hours of Electricity actually exported and measured by the energy meters at the Injection Point in a Billing Period after deducting there from 115% of the energy imported from the GESCOM for startup or any other purposes by the Project as measured at the injection point during a Billing Period.
- n) "Installed Capacity" means the capacity of the Project at the generating terminal(s) and shall be equal to 9MW.
- o) "Metering Date" for a Billing Period, means the midnight (24.00 hours) of the last day of a calendar month during which energy is injected.
- p) "Metering Point" for purposes of recording of Injected Energy at the Injection Point shall include two separate sets of Special Energy Meters as specified in the KERC (Terms and Conditions for Open Access) Regulations, 2004, the main meter installed by the Company and the check meter installed by the GESCOM, having facilities to record both export and import of electricity to/from the grid and, for purposes of recording the Energy drawn at the drawal Point, shall include a meter installed, having facilities to record both export and import of electricity to/from the grid.
- q) "Monthly Charge" shall have the meaning as set forth in Article 5.
- r) "Nodal agency" means the agency as defined in KERC (Terms and Conditions for Open Access) Regulations, 2004.
- s) "Non-Exclusive Consumer" means a consumer who purchases / consumes power from both ESCOM and the Company.
- t) "UI Charge" means unscheduled interchange charge payable by the company to the Corporation or GESCOM/BESCOM for deviations from the schedules of generation and/ or drawal furnished to SLDC.
- u) "Water Year" means year commencing on the first day of June of a calendar year and ending on the thirty first day of May of the following calendar year. Any Words and expressions used but not defined in this Agreement shall have the same meaning as defined in the Act, KERC Regulations and the Grid Code.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PR, BESCOM, B'lore.

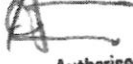

Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸಾದಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

1.2 INTERPRETATION

Unless otherwise stated, all references made in this Agreement to "Articles" and "Schedules" shall refer, respectively, to Articles of and Schedules to this Agreement. The Schedules to this Agreement shall form part of this Agreement and shall be in force and effect as though they were expressly set out in the body of this Agreement.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.



Authorised Signatory



General Manager (D&P),
PP, BESCOM, B'lore.



Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.



ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

ARTICLE-2


INTERCONNECTION

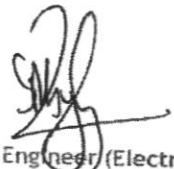
- 2.1 Subject to the terms of this agreement, power generated from the Project of the Company shall be evacuated through the 110KV LILLO line constructed and maintained by the Company up to 110/11KV Mallapur Sub-station of the Corporation.
- 2.2 Evacuation of power generated by the project, shall be limited to the capacity of transmission/ distribution system as specified by the Corporation/GESCOM in the evacuation approval.
- 2.3 The generating facility of the project shall be connected with the network of the Corporation and/or GESCOM in accordance with the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time). In case the above regulations do not specify connectivity standards for a particular voltage level, the same shall be as approved by the Corporation/GESCOM.
- 2.4 The Company shall provide suitable relays and protective devices as specified by Corporation/GESCOM or as per prudent utility practice at the injection point at 110/11KV Mallapur Sub-station and at the HV side of the Generator which shall be got calibrated / checked by the Corporation/ESCOM before the plant is synchronized. The calibration of such relays and devices shall also be got done by the Company once in a year during the operation of the plant to ensure their proper functioning. The Company shall install, at its own cost, protection equipment like protection relays, communication system or similar equipment for the protection to the equipment of the Corporation/GESCOM and the Company. The Company shall obtain the approval of the Corporation/GESCOM for the specifications of such equipment and shall furnish the test reports, to the Corporation/GESCOM, as may be required.
- 2.5 The Company shall get the generating sets and other equipment inspected by the Corporation/GESCOM before commencement of wheeling and Banking and annually thereafter. Further, the Company shall obtain the following approvals for the project:
- Approval of the Electrical Inspectorate
 - Synchronization approval from the Corporation/GESCOM.
 - Written approval / concurrence of GESCOM for wheeling & banking of injected energy for captive use and / or for use by its exclusive and/or Non-Exclusive consumers before synchronization.
- 2.6 The Specifications for electrical energy delivered shall be as per **Schedule-2**.


9

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory

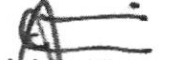

General Manager (Elec),
PP, BESCOM, B'lore



Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

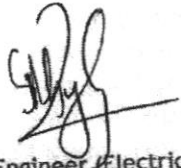

ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

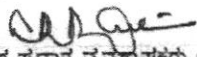
- 2.7 The Company shall ensure that the metering and protection facility be, on notice, open for inspection by the authorized representative of the Corporation/GESCOM.
- 2.8 In the case of a new generating plant, the Company shall give written notice fifteen days in advance to the Corporation/GESCOM before the date of trial operation and commercial operation of the generator. The same shall also be intimated in writing to the SLDC.
- 2.9 The Corporation/GESCOM shall not be liable for losses or damages, if any, consequent to any line outage between the point of generation and the injection point for any reason whatsoever, consequent to which power is not evacuated.
- 2.10 Where the generating plant is located in the jurisdiction of one GESCOM and the Captive and/or Exclusive and/or Non-Exclusive consumers is/are located in the jurisdiction of BESCOM, the SLDC shall obtain concurrence of the respective Corporation/GESCOM/BESCOM before granting permission for wheeling and/or banking of the energy injected.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಪಾಂತ್ರಿಕೆ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

ARTICLE 3

UNDERTAKINGS

3.1 Obligations of the Company:

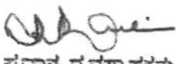
- (i) The Company shall for setting up/ operation of the project, at all times have statutory approvals, clearances, and permits as set out in Schedule-1 of this agreement.
- (ii) A) As provided in the Act, the Company shall undertake at its own cost to establish, operate and maintain the following in accordance with Prudent Utility Practices during the operation of this agreement:
- Generating Station;
 - Tie-Line (s);
 - Sub-stations;
 - Dedicated transmission line connected therewith.
- B) The Company shall abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.
- C) The Company shall strictly comply with the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2010, as amended from time to time.
- (iii) The Company shall be liable to pay all applicable charges to the Corporation/ GESCOM/BESCOM as per Article -5 including any Open Access charges due to the Corporation/GESCOM/BESCOM from exclusive or non-exclusive or captive consumers to whom energy is wheeled in case such payment are not made by the due date by such consumers.
- (iv) The Company shall pay any applicable taxes, cess, duties or levies imposed by the Government or Competent Authority from time to time.
- (v) The Company shall furnish when required, any data necessary for the system studies conducted by the Corporation or the GESCOM/BESCOM.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Elec.
PP. BESCOM, P. H. H.


Chief Engineer (Electricity)
(Corporate Planning),
GESCOM, Kalaburagi.



ಶುಭ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಪಾಂತ್ರಿಕೆ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


3.2 Obligations of Corporation/GESCOM/BESCOM


The Corporation/GESCOM/BESCOM shall:

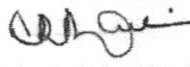
- (i) Subject to system constraints, wheel the Electricity generated by the Company up to the Drawal Point in accordance with the provisions of the Act, Rules and Regulations in force from time-to-time. [Explanation: "**System constraint**" means a condition or situation under which the electrical system of the Corporation/GESCOM/BESCOM are unable to evacuate and transmit fully or partly the energy generated from the project due to unforeseen breakdown of network elements like lines, switchgears or due to frequency/voltage constraints in the system or for any other reasons beyond the control of the Corporation/GESCOM/BESCOM.]
- (ii) Provide connectivity to network (by augmentation wherever necessary) and ensure that the contracted network capacity under open access is made available to the company during the period of contract, at normative levels as specified by the Commission from time to time.
- (iii) Abide by the State Grid code, Distribution code and other applicable regulations, rules, Codes and standards.
- (iv) Abide by the CEA (Safety requirements for construction, operation and maintenance of electrical plants and lines) Regulations, 2011 and CEA (Measures relating to safety and electricity supply) Regulations, 2010, as amended from time to time.
- (v) Terminate the WBA in case the Company enters into an agreement to sell power to the Distribution Licensees of the State at generic tariff under PPA or at the Average pooled power purchase cost [APPC] for obtaining Renewable Energy Certificates [RECs].

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

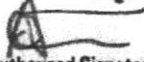

ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)
ಕವಿಪ್ರಸನ್ನಿ, ಶಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


ARTICLE 4

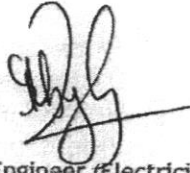
OPERATION OF THE POWER PLANT

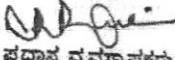
- 4.1 The operation of the Project shall not at any time be in contravention to the Electricity Act, 2003 and Rules, Regulations issued there under and any other applicable provisions of law.
- 4.2 The Corporation/GESCOM shall not impose any restrictions on the manner of generation except for reasons of safe operation of the grid.
- 4.3 The operation of the power plant shall be suitably co-ordinate to comply with instructions of State/Area Load Dispatch Centre.
- 4.4 The starting current of the Generator shall not exceed 110% of the full load current of the generator and for that purpose, the generator shall provide necessary current limiting devices.
- 4.5 The Company shall provide at its cost, protective measures and devices for the safe operation of the Project with the grid as per the prevailing regulations/codes.
- 4.6 The Corporation or GESCOM shall not be liable to pay any compensation for any damage caused to any part of the generating station resulting from parallel operation with the grid.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, GESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)
ಕವಿಪ್ರವಿಣಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


ARTICLE 5

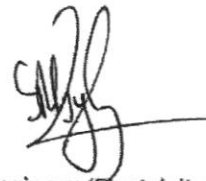
CHARGES

- 5.1 The Company shall pay all the charges to the Corporation/GESCOM/BESCOM for using their network as per the applicable KERC Regulations/Orders issued from time to time. Such charges shall include transmission charges for the use of the transmission network, wheeling charges for the use of the distribution networks, cross subsidy surcharge, additional surcharge, charges for backup supply, scheduling and system operation charges, grid support charges, reactive power charges, UI charges under intra-state ABT, transaction charges and charges for the power drawn by the Company from the grid. The Company shall also be liable to pay, in case of default by exclusive or nonexclusive or captive consumers to pay, partly or fully, any open access charges, cross subsidy surcharge or additional surcharge or any back up supply charge within 15 days of the Corporation or GESCOM/BESCOM raising the bills for the said charges.
- 5.2 The Company shall pay to the nodal agency before commencement of wheeling, security deposit equivalent to the estimated charges for two months as specified in Clause 5.1 above which shall be retained with the nodal agency till the expiry of the Agreement.
- 5.3 The Company shall pay, in lieu of grid support charge, demand charges as applicable to the relevant category of consumers to whom energy is wheeled, till the grid support charge is determined by the Commission.
- 5.4 The ESCOM shall recover from the Exclusive Consumer:
- Twice the demand charges as applicable to the relevant category of consumers as determined by the Commission from time to time, for the over drawal of demand [kW/MW] beyond the quantum of power contracted under the wheeling agreement; and
 - Twice the energy charges as applicable to the relevant category of consumers for over drawal of energy from the grid beyond the net injected energy by the Company [injected energy less the wheeling and banking charges in kind].
- 5.5 The Company shall be permitted to import power from the grid for startup, maintenance and other allied purposes duly intimating the ESCOM/s the period for which such supply is required. In such cases, the actual energy drawn from the grid as recorded by the import meter shall be charged at the HT temporary tariff.


For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Elec),
PE, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

14


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಔದ್ಯೋಗ)
ಕವಿಪ್ರಸಿದ್ಧಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

5.6 Charges for infirm power:

The infirm energy injected during the period from trial operation date after synchronization up to the commercial operation date shall be deemed to be sold to the ESCOM in whose jurisdiction the project is located and shall be paid for by such ESCOM at the applicable average pooled power purchase cost determined by the Commission. Further M/s. Engineered Power Resources India Private Limited, has submitted the undertaking dated 11.06.2018 to supply power at the free of cost from the date of Commissioning upto the date of Wheeling & Banking Agreement with GESCOM.

5.7 Charges for banked energy remaining unutilized at the end of Six Months

Any un-utilized banked energy, remaining at the end of six months, shall be deemed to have been purchased by the GESCOM (Distribution Licensee) of the area where the project is located and shall be paid at 85%(eighty-five percent) of the applicable generic RE tariff, as determined by the Commission from time to time. Provided that no transmission or wheeling charges, or open access charges shall be levied on the quantum of the banked energy remaining unutilized at the end of the six-months and deemed to have been purchased by GESCOM under this Agreement.


5.8 PF penalty:


The exclusive or non-exclusive Consumer or captive consumer shall pay Power Factor penalty for any reduction in power factor, as per rates determined by the Commission from time to time.

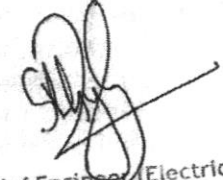
5.9 Energy Losses:


Loss of Energy in wheeling shall be calculated as per the loss levels fixed for the purpose of wheeling by the Commission from time to time.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Ele),
P.P. GESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಕ್ರಮಣ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)
ಕವಿಪ್ರವಿಡಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

WHEELING AND BANKING OF ENERGY

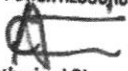
6.1 WHEELING OF ENERGY:


- 6.1.1 At least 15 days prior to commencement of wheeling, the Company shall submit in writing, a list of "Exclusive Consumers", "Non-Exclusive consumers" and "Captive Consumers" to whom it proposes to wheel power, indicating the quantum of power to be wheeled to such consumers. Subject to availability of transmission and/or distribution network the Corporation/GESCOM/BESCOM shall, within seven days thereafter, approve the list of consumers to whom power shall be wheeled. Any addition or deletion to the list of consumers or change in power allocation to the existing consumers shall be approved by Corporation/ESCOM/s, within seven days of receipt of a request from the Company subject to the availability of the system. Provided that no supplemental agreement shall be required to be signed, for such addition or deletion of the consumers, if the BESCOM in whose jurisdiction such consumer/s is/are located have already signed the wheeling and banking agreement.
- 6.1.2 Subject to other clauses of the WBA, the consumption of exclusive, non-exclusive Consumers and Captive Consumers shall be charged first to the energy injected by the Company under wheeling and the residual energy consumed, if any, shall be deemed to have been met by the ESCOM in whose jurisdiction such consumer is located and shall be billed as per the tariff applicable to that consumer category.
- 6.1.3. While billing the monthly demand charges, the power injected by the Company under wheeling shall be charged first to the consumption of exclusive, non exclusive Consumers and Captive Consumers and the residual demand shall be deemed to have been met by the ESCOM in whose jurisdiction such consumer is located and shall be billed as per the applicable tariff.


[Example-1: If during a month, Maximum Demand [MD] recorded is 80 MW, the Contract Demand [CD] of the Consumer is 100 MW and the power supplied under wheeling by the Company is 20 MW, then 60 MW [80 MW-20 MW] is deemed to be supplied by ESCOM and shall be billed at 75% of CD [ie 75 MW] as 60 MW is less than 75% of CD]


Example-2: If during a month, Maximum Demand [MD] recorded is 100 MW, the Contract Demand [CD] of the Consumer is 100 MW and the power supplied under wheeling by the Company is 20 MW, then 80 MW [100 MW-20 MW] is deemed to be supplied by ESCOM and shall be billed at 80 MW as 80 MW is more than 75% of CD].

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Elec),
PP, BESCOM, B'lore

16

Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಪಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

Note: for the portion of power contracted under wheeling, there is no need to enhance the CD with the distribution licensee. In the above example there is no need to enhance CD from the existing 100 MW to 120 MW.

6.1.4 The Corporation/GESCOM/BESCOM shall collect from the Exclusive consumers of the Company, the open access charges as per KERC Regulations/orders. For the Energy Wheeled to "Exclusive Consumers", the Company shall collect the charges for the electricity supplied by such consumers directly.

6.1.5 All Charges for the quantum of energy drawn by "Non Exclusive Consumers" including energy and demand charges other than for energy wheeled from the Company, shall be collected by the concerned ESCOM directly as per the tariff applicable to such consumers.

6.1.6 In the event of system constraints, both Exclusive and Non-Exclusive Consumers shall be subjected to power cuts or load shedding as deemed necessary by the Corporation/GESCOM/BESCOM.

6.1.7 The Corporation/GESCOM/BESCOM reserve the right to withdraw the facility of banking and wheeling either wholly or partly in case of any breach of conditions of this agreement or under force majeure conditions. In such an event, Corporation/GESCOM/BESCOM shall not be liable to pay any compensation or damages to the Company.

6.2 BANKING

6.2.1 The Energy banked during different ToD hours by the Company shall be permitted to be carried forward from month to month on six-months basis. The said six months shall be reckoned as follows:


i. from January to June and July to December, in respect of Wind and Mini-Hydel Power Projects and;


ii. from April to September and October to March, in respect of the Wind Power Projects. Any banked energy unutilized at the end of six months as reckoned above, shall be deemed to have been purchased by the ESCOM in whose jurisdiction the project is located and shall be paid as per clause 5.7.


6.2.2 The banked Energy at the end of a month shall be calculated as follows for each ToD time block:

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರವಿಡಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

$$E_{bi} = [E_g * (1 - B - C)] + E_{b(i-1)} - E_t$$

Where,

E_{bi} = Banked energy at the end of a month including previous month banked energy carried forward during the corresponding ToD time block.

E_{b(i-1)} = Banked energy as at the end of the previous month during the corresponding ToD time block

E_g = Generated energy injected to the grid at the point of injection in a month as recorded by the export register of the meter during the corresponding ToD time block, less 115% of energy recorded by import meter during the corresponding ToD time block.

B = Banking charges in kind expressed in percentage

C = Transmission and/or wheeling charges expressed in percentage.

E_t = Actual energy Consumed in a month during the corresponding ToD time block by the Exclusive Consumers and/or Non-Exclusive Consumer and/or captive consumers.

Note:

Banked energy is zero if **E_{bi}** is negative or zero.

New clause shall be inserted:


6.2.3 (i) Energy injected and energy banked during peak ToD hours can be drawn during peak ToD hours [as specified in the Commission in its Tariff Orders] alone.

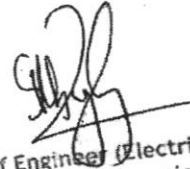
6.2.3 (ii) Energy injected and energy banked during peak ToD hours can also be drawn during hours other than peak ToD hours.

6.2.3 (iii) Energy injected and energy banked during hours other than peak ToD hours cannot be drawn during peak ToD hours.


For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

18


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


ARTICLE - 7

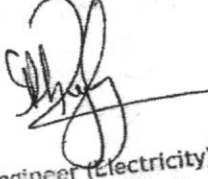
BILLING PROCEDURE


- 7.1 Joint meter readings of the Import and Export registers of the meters at the Project/injection point shall be taken by Jurisdictional Executive Engineer (Ele), O& M or any authorized representative of GESCOM and a Representative of the Company on the first day of every month.
- 7.2 Joint meter readings of Exclusive Consumers and other Consumers shall be taken by the Jurisdictional Engineer of GESCOM on the first day of every calendar month (if necessary after changing meter reading dates to the first day of every calendar month) and raise the bills only for Open Access charges in respect of "Exclusive Consumers" and „Captive Consumers" and for both energy supplied by GESCOM/BESCOM and applicable Open Access charges in respect of "Non Exclusive Consumers". The monthly meter readings of both export and import registers of the energy meters i.e. of both main and check meters shall be taken jointly by the authorized representatives of the Corporation/GESCOM and the Company on the first day of the following month. At the conclusion of each meter reading an appointed representative of GESCOM and the Company shall sign a document recording the number of kilowatt hours and other parameters indicated by the meter.
- 7.3 All payments of bills issued by the Corporation/GESCOM/BESCOM under this agreement shall be paid by the Company/Exclusive consumers/Non-exclusive consumers/ Captive consumers within fifteen days from the receipt of such bills.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸಿದ್ಧಿ, ಶಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

METERING AND COMMUNICATION

8.1 Metering: The Energy injected and the energy drawn shall be metered at the receiving sub-station point and at the drawal point of the Consumers (to be specified clearly by the Company) respectively.

BESCOM Jurisdiction : Non Captive HT Consumers


SI No	Name and address of the consumer	RR No.	Contract Demand In KVA	Tariff	Division/ subdivision	ABT Meter Provided Or Not
1	M/s Velanakani Information System Limited, Electronic city Phase-II, Industrial Area, Begur Hobli, Bangalore-560100	S8HT-300	1350	HT2B1	HSR/S-13	Installed
2	M/s Velanakani Information System Limited, Electronic city Phase-2, Industrial Area, Begur Hobli, Bangalore-560100	S8HT-30	4000	HT2B1	HSR/S-13	Installed
3	M/s Toyota Kirloskar Motor Pvt Limited, Plot No.1, KIADB, Bidadi, amanagar.	RERMGH T-1	32000	HT2AII	Ramanagar / Bidadi	Installed
4	M/s Sunvik Steels Pvt. Ltd., Sy No.59-72, Jodidevarahalli, Kallambella.	SREHT-1	9500	HT2AII	Madhugiri/ Sira	Installed
5	M/s Sipani Fibres Limited, Industry Plastics, Hoody/F-18, Bangalore-560048	E4HT-89	1500	HT2AI	Whitefield/ E-4	Installed
6	Managing Director, M/s Sipani Fibres Limited, Sy No. 3121/5, Kajikallahalli, Kolar.	KRRHT-47	3500	HT2AII	Kolar/Kolar Rural	Installed
7	M/s S.K Steel Tech, Thyamagondlu Industrial Area, Thyamgondalu Hobli, Nelamangala.	RNHT-314	7000	HT2AII	Nelamangal a/ Nelamangal a	Installed

20


For ENGINEERED POWER RESOURCES INDIA (P) LTD.



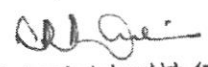
Authorised Signatory



General Manager (Ele),
PP, BESCOM, B'lore.



Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.




ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)
ಕವಿಪ್ರವಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


8	M/s Venugopal Flour Mill, Flour Mill 1110041/F-10 Bangalore-560048	E4HT- 211	1800	HT2AI	Whitefield/ E-4	Installed
9	The Managing Director, M/s Federal Mogal Goetz India Limited, Yelahanka, Bangalore-560064	YHT-8	5916	HT2AI	Hebbal/ C-7	Installed
10	The Managing Director, M/s Federal Mogal Goetz India Limited, Yelahanka, Bangalore-560064	YHT-9	7166	HT2AI	Hebbal/ C-7	Installed
11	M/s Vivek Agro Foods, Illagumpa, Hoskote Industrial Area, Chokkahally, Hoskote	HKHT- 248	1500	HT2AI	Hoskote/ Hoskote	Installed
12	M/s Juniper networks India Private Limited, Sy No. 111 to 115, Ammani Bellandur Khane, Bangalore - 560037	S7HT-273	5975	HT2BI	Koramangal a/ S-7	Installed
13	M/s Juniper networks India Private Limited, Sy No. 111 to 115, Ammani Bellandur Khane, Bangalore - 560037	S7HT-274	2975	HT2BI	Koramangal a/ S-7	Installed
14	M/s Exora Business Parks Private Limited, Sy No. 111 to 115, Bellandur village, Bangalore- 560037	S7HT- 251	5975	HT2BI	Koramangal a/ S-7	Installed
15	M/s Exora Business Parks Private Limited, Bellandur village, Bangalore- 560037	S7HT- 168	7100	HT2BI	Koramangal a/ S-7	Installed

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Ele).
PP, BESCOM, B'lore.


21
Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಪ್ರಾಂತ್ಯಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

8.2 Metering equipment: Metering equipment shall be Special Energy Meters of accuracy class 0.2S required for the Project (both main and check meters). The main meter shall be installed and owned by the Company, whereas check meters shall be installed and owned by the GESCOM. The dedicated core of both Current Transformers [CT's] and Potential Transformers [PT's] of required accuracy shall be made available by the Company to GESCOM. The metering equipment shall be maintained in accordance with applicable electricity standards and shall be capable of recording quarter-hourly and monthly readings. The Company shall provide the metering results to the GESCOM. The meters installed shall be capable of recording and storing quarter hourly readings of all the electrical parameters for a minimum period of 35 days with digital output.


8.3 Sealing of Energy Meters: All the main and check energy meters (export and import) and all associated instrument transformers installed shall be of 0.2S accuracy class. Each meter shall be jointly inspected and sealed by the ESCOM and shall not be interfered with by either Party except in the presence of the other Party or its authorized representatives.

8.4 Meter Test Checking: All the main and check meters shall be tested for accuracy every calendar quarter with reference to a portable standard meter owned by the ESCOM which shall be of an accuracy class of 0.1S. The meters shall be deemed to be working satisfactorily if the errors are within specifications for meters of 0.2S accuracy class. The cost of such test checking shall be borne by the Company at the rates specified by the ESCOM from time to time. The consumption registered by the main meters shall be considered for the purpose of billing as long as the error in the main meter is within the permissible limits.


- (i) If during the quarterly tests, the main meter is found to be within the permissible limits of error and the corresponding check meter is beyond the permissible limits, then billing will be as per the readings of the main meter. The check meter shall, however, be calibrated immediately.
- (ii) If during the quarterly tests, the main meter is found to show any reading beyond permissible limits of error, but the corresponding check meter is found to be within permissible limits of error, then the billing for the month up to the date and time of such test shall be as per the check meter. There shall be a revision in the bills for the period from the previous billing date up to the current test date, based on the readings of the check meter. The main meter shall be calibrated immediately and billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.
- (iii) If during the quarterly tests, both the main meter and the corresponding check meter are found to show readings beyond the permissible limits of error, both the meters shall be immediately calibrated and corrections applied to the reading registered by the main meter to arrive at the correct reading of energy supplied for billing purposes for the period from the last month's meter reading up to the current test. Billing for the period thereafter till the next monthly meter reading shall be as per the calibrated main meter.


22

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Ele),
PP, BSSCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

(iv) If during any of the monthly meter readings, the variation between the main meter and the check meter is more than that permissible for meters of 0.25 accuracy class, all the meters shall be re-tested for their accuracy immediately.


8.5 Interconnection and Metering Facilities: The Company shall provide at its cost dedicated core for the metering. Both the main meter and the check meter shall be installed nearest to the PT in the outdoor yard of the Corporation/ESCOM and shall be housed in a suitable weatherproof cubicle.


8.6 Data Acquisition System [DAS] and Communication facilities: The Company shall install and maintain at its cost, Data Acquisition System and communication network facilities at the Generating Station/Injection Point as well as drawal points, as specified in the Grid Code with due approval of technical features by the Corporation or the ESCOM.


8.7 In the case of any tampering of metering cubicle or energy meters at the Exclusive Consumers /Non-Exclusive Consumers/Captive Consumers premises or at the Company's power generating plant being detected or observed, the Corporation/ESCOM/s shall have the right to withdraw the Wheeling & Banking facilities to the Company without any notice.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (ESCOM),
PP, BESCOM, Mysore


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

ARTICLE - 9


FORCE MAJEURE

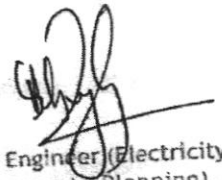
9.1 In the event of Force Majeure conditions like war, mutiny, riot, earthquake, hurricane, strike, tempest, accident to machinery, affecting the wheeling and /or banking of power, the Corporation/GESCOM/BESCOM shall have no obligation to Bank and Wheel the energy as per this agreement. However, they shall make all reasonable efforts to restore normalcy within 30 (thirty) days and if the same is not possible, this agreement is to be treated as temporarily suspended for the period in which Force Majeure conditions continue and in such case the ESCOM shall also make efforts to supply power to „Exclusive Consumers" of the Company from its own source subject to availability and payment of charges as applicable to the power supplied to the relevant category of consumers.


9.2 During the period in which Force Majeure conditions prevail, Corporation/GESCOM/BESCOM shall not be liable to pay any compensation or damage or any claims whatsoever for any direct or indirect loss that may be suffered by the Company on account of wheeling and/or Banking of Electricity not being performed during the period.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Ele),
PP, BESCOM, B'lore


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

TERM, TERMINATION AND DEFAULT

10.1 Term of the Agreement:

This Agreement shall become effective upon the execution and delivery thereof by the Parties hereto and unless terminated pursuant to other provisions of the Agreement, shall continue to be in force for such time until the completion of a period of 120 months from the date of execution and may be renewed for a further period with mutual consent on the same terms and conditions.

10.2 Events of Default:

Company's Default: The occurrence of any of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Company:

- a. Failure or refusal by the Company to perform any of its obligations agreed under this Agreement.
- b. Non-payment of charges as specified in this agreement within the time specified in clause 7.3.
- c. Failure of the Company to generate and wheel energy continuously for a period of six months in a water/ Financial Year as the case may be.
- d. Repeated over drawal of power from the grid by the Exclusive Consumers in any four consecutive 15-minutes time block.

10.3 Termination:

Termination for Company's Default:

- i) Upon the occurrence of any event of default as set out in sub-clause 10.2 above, the Corporation/GESCOM/BESCOM may deliver a Default Notice to the Company in writing, which shall specify in reasonable detail the event of default giving rise to the default notice and call upon the Company to remedy the same within a month from the date of notice.
- ii) In case the Company fails to remedy the default(s) notified in the above Notice within the time indicated in the notice, the Corporation/GESCOM/BESCOM shall be entitled to terminate this Agreement with immediate effect.
- iii) Upon termination of this agreement, the Corporation/GESCOM/BESCOM shall stand discharged of all its obligations undertaken under this Agreement. However, the Parties shall fulfill the payment obligations arising as per the Agreement prior to the date of termination.


25

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

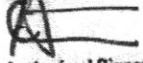

ಅನುಷ್ಠಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಅಂತ್ರಿಕ)
ಕವಿಪ್ರವಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

ARTICLE 11

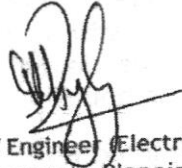
DISPUTE RESOLUTION


- 11.1 The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in good faith.
- 11.2 All disputes or differences between the Parties arising out of or in connection with this Agreement shall , as far as possible, be settled through mutual negotiations.
- 11.3 Each Party shall designate in writing and communicate to the other Party its own representative who shall be authorized to resolve any dispute arising under this Agreement in an equitable manner and, unless otherwise expressly provided herein, to exercise the authority of the Parties hereto to make decisions by mutual agreement.
- 11.4 If the designated representatives are unable to resolve a dispute under this Agreement within ninety (90) days after such dispute arises, or such other reasonable period as may be mutually acceptable to the parties then it shall be referred to the Commission in accordance with the provisions of the Electricity Act 2003, for resolution of the dispute under Section 86(1)(f) of the Act.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCO, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)
ಕವಪುನಿ, ಕಾವೇರಿ ಧವನ, ಬೆಂಗಳೂರು

ARTICLE – 12

MISCELLANEOUS PROVISIONS

12.1 Governing Law:

This Agreement shall be interpreted, construed and governed by the Laws of India including the Electricity Act, 2003 and the Rules/ Regulations framed there under.

12.2 Waivers:

Any failure on the part of a Party to exercise, and any delay in exercising, exceeding three years, any right hereunder shall operate as a waiver thereof. No waiver by a Party of any right hereunder with respect to any matter or default arising in connection with this Agreement shall be considered as a waiver with respect to any subsequent matter of default.

12.3 Limitation, Remedies and Damages:

Neither Party shall be liable to the other for any consequential, indirect or special damages to persons or property whether arising in tort, contract or otherwise, by reason of this Agreement or any services performed or undertaken to be performed hereunder.


12.4 Notices:

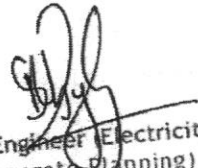
Any notice, communication, demand, or request required or authorized by this Agreement shall be in writing and shall be deemed properly given upon the date of receipt, if delivered by hand or sent by courier, if mailed by registered or certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form), to: -

(I). In case of the Company: M/s. Engineered Power Resources India (P) Limited.
Name: Anilkumar C.B.
Designation of authorized representative: Project Manager.
Address : "Chitra", #490/1, 39th Cross, 8th Block, JayaNagar, Bangalore-560082.
Telephone No.-080-26636655./9538042237
E- mail id: engineeredpowerresources@gmail.com


For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, H PSCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

27


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

(ii). In case of the Corporation: KPTCL

Name:

S R RAVI

Designation: Deputy General Manager (Tech)
KPTCL, Kaveri Bhavan, Bangalore – 560009,
Karnataka State.

Telephone:080- 22243926

Fax:080 22110134

E-mail:dgmtkptcl@rediffmail.com

ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

(iii) In case of GESCOM:

Name: Sri. Heera Singh R.

Designation: Chief Engineer Electy.,
Operations, GESCOM, Kalaburagi, Karnataka state.

Telephone: 08472-256581

Fax: 08472- 256842

E- mail: cecp2@gmail.com

(iv) In case of BESCOM :

Name: M.G. SURESH BABU

Designation: General Manager (Ele),

Power Purchase, Corporate Office, 2nd Floor, K.R. Circle, Bangalore-560001.

Telephone/Fax: 080- 22352796

E- mail: gmpp@bescom.co.in

General Manager (Ele),
PP, BESCOM, B'lore

12.5 Severability:

Any provision of this Agreement, which is prohibited or unenforceable under any law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity, enforceability or legality of such other provisions.

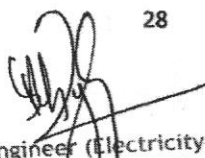
12.6 Amendments:


This Agreement shall not be amended, changed, altered, or modified except by a written instrument duly executed by the authorized representatives of both the Parties and approved by the Commission. However, the Commission shall be entitled to modify/alter the conditions of this contract [agreement] at the instance of either of the parties, or *suomotu*, after giving an opportunity of hearing to all the parties.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorized Signatory


General Manager (Ele),
PP, BESCOM, B'lore.

28

Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

12.7 Assignment:

The Company shall not assign this Agreement or any portion hereof without the prior written consent of the Corporation/GESCOM/BESCOM and approval of the Commission. Provided further that any assignee shall expressly assume in writing the assignor's obligations arising under this Agreement prior to the assignment.

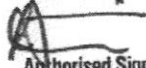
12.8 Entire Agreement, Appendices:


This Agreement constitutes the entire agreement between Corporation/GESCOM/BESCOM and the Company, concerning the subject matter hereof. All previous documents, undertakings, and agreements, whether oral, written, or otherwise, between the Parties concerning the subject matter hereof are hereby cancelled and shall be of no further force or effect and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms, including the terms of any of the appendices, attachments or exhibits. The appendices, attachments and exhibits are hereby made an integral part of this Agreement and shall be fully binding upon the Parties. In the event of any inconsistency between the text of the Articles of this Agreement and the appendices, attachments or exhibits hereto or in the event of any inconsistency between the provisions and particulars of one appendix, attachment or exhibit and those of any other appendix, attachment or exhibit, Corporation/GESCOM/BESCOM and the Company shall mutually consult to resolve the inconsistency.

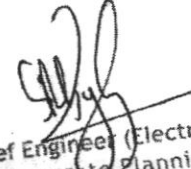
12.9 Further Acts and Assurances:


Each of the Parties after convincing itself agrees to execute and deliver all such further agreements, documents and instruments, and to do and perform all such further acts and things, as shall be necessary or convenient to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಶಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives and copies delivered to each Party, as of the day and year first above stated.

FOR AND ON BEHALF OF CORPORATION


Name: S. R. Ravi

Designation of authorized representative:
KPTCL


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

WITNESSES

1. SUDHA S N.


AGM (Proj.)
KPTCL

2. S.T. TARANUM


Manager (Projects)
Corporate Office, KPTCL
Kaveri Bhavan,
Bangalore -560 009

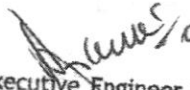
FOR AND ON BEHALF OF GESCOM

Name: Sri. Heerasingh R


Designation: Chief Engineer (Electy), Operations,

WITNESSES

1. Ramesh Pawar



Executive Engineer (Ele)
Power Trading Cell
GESCOM, KALABURAGI.


2. Devendra B. Magi



Assistant Executive Engineer El,
Power Trading Cell, Corporate Office
GESCOM

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ತಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು

FOR AND ON BEHALF OF BESCOM

Name: M. G. SURESH BABU

Designation of authorized representative:

General Manager (Ele),
PP, BESCOM, B'lore.

WITNESSES

1. PREMALATHA.P

Premalatha.P

2. Soubiya Munawar

Soubiya Munawar
Manager (Ele), PP, BESCOM.

FOR AND ON BEHALF OF THE COMPANY

Name: Anilkumar C.B.

Designation of authorized representative: Project Manager.

Company: M/s. Engineered Power Resources India (P) Limited.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.

Authorised Signatory

WITNESSES

1. H. K. Habbar

K. Vishwanath Habbar
B3-505, Elita Promenade
JP NAGAR 7th PHASE
BANGALORE - 560078



2. Mala Shrinivas

MALA SHRINIVAS
7, 5th Cross, Link Road,
K.G. Layout, Kathriguppe,
BANGALORE - 560 085

For ENGINEERED POWER RESOURCES INDIA (P) LTD.

Authorised Signatory

General Manager (Ele),
PP, BESCOM, B'lore.

Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.

31


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಪಾಂತ್ರಿಕ)
ಕವಿಪ್ರಸಿದ್ಧಿ, ಶಾಕೇರಿ ಭವನ, ಬೆಂಗಳೂರು


SCHEDULE -1


PERMITS, CLEARANCES AND APPROVALS

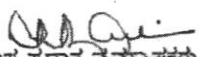
1. Karnataka Power Corporation Limited vide lease agreement no. LOT/CEED/EE4/ MHS/1719 dated 07.09.2017 with M/s. Engineered Power Resources India (P) Limited has leased the Mallapur Mini Hydel Electric Power Generating Station of 9 MW capacity at Mallapur Village, Gangavathi Taluk, in Koppal District for renovation, operation and maintenance of the project.
2. The Govt. of Karnataka by its letter No. EN 490 NCE 2018 dated: 23.10.2018 has approved for incorporation of KERC Order to M/s Engineered Power Resources India (P) Limited, for wheeling & Banking under Third Party Sale category.
3. Synchronization approval by KPTCL for evacuation of power from the generating plant to the sub-station of Corporation/ESCOM's vide letter No: CEE (P&C) /SEE(Pig)/ EE(PSS)/KCO-94/81182/F-E(K)/22890-91 Date: 01.02.2018.
4. Wheeling and Banking approval by SLDC vide Ltr No. CEE/SLDC/SEE/TBC/EEE-1/AEE-2/13907-910 dated 01.01.2019
5. BESCOM concurrence vide letter No: GM(Ele)/PP/BESCOM/BC-39/DGME-2/AGM-2/F-10548/18-19/14372-76 dated 17.12.2018
6. GESCOM concurrence vide letter No: GESCOM/CEE(OP)/EE/PTC/AEE/2018-19/45202-05 dated 20.11.2018
7. Corporation concurrence vide letter No. KPTCL/B28(a)/87132/18-19 dated 28.12.2018.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi.


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಶಾಂತಿಕೆ)2
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು


SCHEDULE- 2

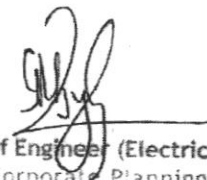
SPECIFICATIONS OF ELECTRICAL ENERGY DELIVERY


1. The generation voltage from the Mini Hydel energy based Power plant of M/s Engineered Power Resources India (P) Limited is at 6.6KV. It comprises generators, generator transformer and unit transformer.
2. The generated power at 6.6KV will be stepped up to 110KV voltage level for the purpose of inter-connection with the State grid at 110KV. Generators will also be allowed to draw start up power from the grid.
3. The injection point is at 110/11KV Mallapur Sub-station at 110KV.

For ENGINEERED POWER RESOURCES INDIA (P) LTD.


Authorised Signatory


General Manager (Ele),
PP, BESCOM, B'lore.


Chief Engineer (Electricity),
(Corporate Planning),
GESCOM, Kalaburagi


ಉಪ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರು (ಅಂತ್ರಿಕ)
ಕವಿಪ್ರಸನ್ನಿ, ಕಾವೇರಿ ಭವನ, ಬೆಂಗಳೂರು