

**KERALA STATE ELECTRICITY REGULATORY COMMISSION
THIRUVANANTHAPURAM**

**Present : Shri T K Jose, Chairman
Shri B Pradeep, Member
Adv. A.J Wilson, Member**

OP No 66/2023

In the matter of : Petition under Regulation 77 of the KSERC (Terms and Conditions for Determination of Tariff) Regulations 2021 seeking approval for the deviations from the Model Bidding Document for procurement of 300 MW RTC power on FOO basis under medium term on lumpsum tariff from January 2024 to June 2026

Petitioner : Kerala State Electricity Board Limited (KSEB Ltd)

Order dated 06.12.2023

1. Kerala State Electricity Board Ltd (hereinafter referred to as KSEBL or the petitioner), had filed a petition before the Commission for seeking approval for the deviations made in the Standard Bidding Documents issued by the Ministry of Power (MoP) vide the notification date 30.01.2019 and its amendments, for procuring 300MW RTC power on FOO basis under medium term on lumpsum tariff from January 2024 to June 2026. The Commission admitted the petition as OP No. 66/2023.
2. The summary of the petition filed by KSEBL is given below.
 - (1) As per the 20th Electric Power Survey of India, published by CEA, the anticipated energy requirement & peak demand for the FY 2024-25 is 32810 MU & 5501 MW respectively. Further as per the report, the anticipated energy requirement & peak demand for the FY 2026-27, is 36881 MU and 6166 MW respectively.
 - (2) The main sources of power of the State at present are, (a) own hydro with availability in the range of 1500MW to 1600MW, (b) CGS with availability in the range of 1200MW to 1400MW, (c) Long term contract with availability of 550MW to 600MW, (d) Medium term contract for 270MW from January to June 2024. The medium term contract is ending on June 2024.
 - (3) The Load Generation Balance (LGB) prepared by KSEBL for the period from October-2023 to June-2026 is given as Annexure to the petition. As per the LGB, KSEBL expected to have a power shortage upto 900MW in the coming summer even in anticipation of the availability of power

from unapproved DBFOO contracts. The shortage will further widen in the years 2024-25 and 2025-26.

- (4) The present storage position in the reservoirs owned by KSEBL as on 11.11.2023 is 2621.49 MU as against the availability of 3359.00MU during same day last year.

The power market rates also highly dependent on weather conditions, and the market clearing prices are frequently touching the maximum ceiling prices during the non-solar hours.

As per the Resource Adequacy (RA) guidelines of GoI, the DISCOMs are duty bound to tie up sufficient capacity to meet the demand of its consumers 24X7. Compliance of the RA norms and guidelines mandates firm tie up. Over reliance on the electricity market is to be avoided as per the guideline. Further, Over drawl from the Grid is not practical as during shortages system frequency will come down and RLDC can impose physical regulatory measures. As per the new Ancillary Services Regulations, NLDC can schedule costly power in the event of grid emergencies and the burden of such high cost power will ultimately come to overdrawing states.

- (5) Hence as an optimistic and proactive measure, KSEBL decided to procure, 300MW RTC power on medium term basis from January 2024 to June 2026 under lumpsum tariff on FOO basis. The Technical committee for medium term power purchase had finalised the bid documents for medium term tender on Lumpsum tariff.

KSEBL further submitted that, adoption of Lumpsum tariff is most likely to increase the competition and discovery of competitive rates as it allows the participation of traders and acceptance of power from any source including renewable sources. The bid documents are modified to make it applicable for lumpsum tariff & payment security mechanism.

- (6) The RFP & RFQ is prepared based on the standard bidding document comprising MRFQ-Model Request for Qualification & MRFP- Model Request for Proposal, issued by MoP vide Resolution No.23/17/2013-R&R-Vol-VI (Part 2) dated 30 th January 2019. The draft APP is prepared based on Model Agreement for Procurement of Power (MAPP) issued by MoP on December 2022. The non-congruity between RFQ& RFP with APP is adjusted by a link document.

- (7) The requisition for the proposed medium-term tender is as follows:

Requisition No.	Period		Time (hrs)		Required Quantum	Minimum Quantum	Delivery Point
	From	To	From	To			
1	01.01.2024	30.06.2026	00	24	300 MW	100 MW	CTU Interconnection point of the Generator

- (8) As per the time schedule of the Bidding process issued by MoP, opening of price Bid takes around 45 days from start of e-tender stage. Also, as per APP, the supplier gets 30 days from the date of the agreement to satisfy the Condition Precedent. Hence, it may be noted that, the supply of power may commence at most 30 days after signing of the agreement on completion of condition precedent.
- (9) KSEBL has submitted the NiT, Draft RFP & RFQ, draft APP, deviations from the Model Bidding Document issued by MoP, & project specific modifications along with the petition. A copy of the deviations sought are annexed to the petition and as Annexure-1 and Annexure-2 of this Order.
- (10) KSEBL further submitted that, as per the revised Guidelines for Procurement of Electricity for Medium Term from Power Stations set up on FOO(Finance, Own & Operate) basis issued by MoP on 30.01.2019, "*Any deviation from the Model bidding Documents shall be made by the Distribution Licensees only with the prior approval of the appropriate Commission. Provided, however, that any project specific modifications expressly permitted in the Model Bidding Documents shall not be construed as deviations from the Model Bidding Documents*".
- (11) Considering the above, KSEBL decided to float tender in DEEP portal for procurement of 300 MW RTC power on Lumpsum Tariff under medium term basis for the period from January 2024 to June 2026 so as to meet the power deficit after seeking approval from Hon'ble KSERC for the deviations made from the Model Bidding Document issued by MoP. Accordingly, this petition has been filed.

Analysis and Decision of the Commission

3. The Commission has examined in detail the petition filed by KSEB Ltd for seeking approval for the deviations made in the bidding documents for procuring 300 MW RTC power on FOO basis, under medium term basis, from the model bidding documents notified by the Ministry of Power, Government of India, as per the provisions of the Electricity Act, 2003, and decide as follows.
4. The Commission has examined the Load Generation Balance submitted by KSEBL for the period from October-2023 to June 2026 and noted that, there will be power shortages upto 300 to 900MW during the coming summer months even with the power availability from the unapproved DBFOO contracts. During the monsoon months of the year 2024-25 and 2025-26, the expected power shortages is about 300MW only during peak hours. However, after the withdrawal of monsoons, from December to May of the FY 2024-25 and 2025-26, the power shortages may increases upto 1500MW. KSEBL has not submitted the details of the LGB from the financial years from 2026-27 onwards. Inorder to meet the emerging power shortages from January-2024 to June 2026 (30 months from January- 2024 onwards), the licensee proposes to procure 300MW RTC power on FOO basis under medium term on lumsum tariff basis.

KSEBL further submitted that, in order to increase the competition and discovery of competitive rates and to allow the participation of traders and to offer power from any sources including RE sources, KSEBL proposes the adoption of lumpsum tariff in the proposed bid. KSEBL has specified the modalities of specifying the lumpsum tariff under paragraph 1.12.13 of the RFQ, which form part of the Notice Inviting Tender (NiT).

5. The Commission also noted that, the delivery point specified in the NiT is the CTU interconnection point of the generator. It is also specified in the NiT that, the bidder shall quote 'transmission charges as Rs 0.00/unit (zero paise per unit) and transmission losses as Rs 0.00/unit (zero paise per unit). It means that, KSEBL shall bear the inter-state transmission charges and loss from the delivery point upto Kerala periphery.
6. KSEBL submitted that, it had proposed certain deviations from the model bidding documents notified by the Ministry of Power, Government of India vide the resolution No. 23/17/2013-R&R- vol-VI (Part-2) dated 30.01.2019 for Procurement of Electricity for Medium Term from Power Stations set up on Finance, Own and Operate (FOO) basis. The proposed deviations are enclosed as Annexure-1 and Annexure-2 of this Order. KSEBL requested before this Commission to approve the deviations in the bidding documents proposed by the licensee.
7. Regarding the approval of the deviations proposed by KSEBL in the model bidding documents, the Commission noted the following;
 - (1) Ministry of Power, Government of India vide the resolution No. 23/17/2013-R&R- vol-VI (Part-2) dated 30.01.2019 has notified the revised Guidelines for Procurement of Electricity for Medium Term from Power Stations set up on Finance, Own and Operate (FOO) basis. These guidelines specified that, the distribution licensees shall adopt the Model Bidding Documents issued on 29.01.2019 for Procurement of Electricity from the Power Producers/Traders/Distribution Licensees through a process of open and transparent competitive bidding conducted by Distribution Licensees through an electronic platform (DEEP e-Bidding Portal) based on offer of the lowest tariff from power generating stations constructed and/or operated on FOO basis. These guidelines dated 30.01.2019 specify the following terms and conditions.
 - (i) The terms and conditions specified in the Model Bidding Documents referred to hereinabove shall, by reference, form part of these Guidelines and shall be treated as such.
 - (ii) The application of these Guidelines shall be restricted to projects from which power is procured in accordance with an Agreement for Procurement of Power for a period between one and five years, with a provision for extension of this period upto 25% of the initial contract period or one year whichever is lower, with mutual consent.

- (iii) The tariff determined through the DEEP e-Bidding process using e-reverse Auction based on these Guidelines comprising the Model Bidding Documents shall be adopted by the Appropriate Commission in pursuance of the provisions of section 63 of the Act.
 - (iv) **Any deviation from the Model Bidding Documents shall be made by the Distribution Licensees only with the prior approval of the Appropriate Commission.** Provided, however, that any project specific modifications expressly permitted in the Model Bidding Documents shall not be construed as deviations from the Model Bidding Documents.
 - (v) The amendments made in the Guidelines for Procurement of Electricity from Thermal Power Stations set up on Design, Build, Finance, Own and Operate (DBFOO) basis vide Ministry of Power Resolution No. 23/9/2015-R&R dated 16th April, 2015 in view of new coal block auction policy issued by Ministry of Coal, shall also apply, mutatis mutandis, for procurement of electricity for Medium Term from Power Stations set up on Finance, Own and Operate (FOO) basis.
- (2) As above, the bidding guidelines dated 30.01.2019 specifies that, any deviations on the Model Bidding Documents issued on 29.01.2019 shall be made by the distribution licensees only with the prior approval of the Appropriate Commission.
8. The Commission has examined the deviations proposed by KSEBL in the bidding documents forming as part of the NiT for procuring 300MW RTC power on FOO basis under Medium Term from January 2024 to June 2026. The deviations proposed by KSEBL are to suit the specific requirements of the licensee, and it is proposed by the committee constituted by the licensee for the finalisation of the NiT for the procurement of power on medium term basis.
- The Commission after examining the deviations, decided to grant consent to proceed with the bidding process with the deviations proposed by the licensee. However, KSEBL shall ensure that, the proposed deviations shall not result in lack of competition or competitive rates. Hence, the licensee is permitted to make necessary amendments in the bidding documents based on the queries raised during the pre-bid meeting, with the approval from this Commission.
9. The Commission further noted that, Ministry of Power, GoI, vide its letter dated 03rd August 2021 has made certain amendments regarding the 'lumpsum tariff' in the bidding documents dated 29.01.2019. KSEBL shall ensure that, the amendments made by the MoP, GoI shall scrupulously be incorporated in the NiT and bidding documents to be floated by KSEB.
10. As per the clause 1.1.1 of the RFQ, the supply of 300MW RTC power must commence from January 2024 onwards. However, considering the minimum time limit for bidding process as specified in Clause 1.3 of the RFQ, a minimum 45 days is required for the finalisation of the Bid from the date of the start of the

e-Tender. Hence, KSEBL may suitably modify Clause 1.1.1 of the RFQ in consistent with the Clause 1.3 of the RFQ.

11. The Commission also like to appraise the load generation balance and the proposals to meet the energy demand in a medium term period of 5 to 7 years and longer horizon of 15 years. KSEBL shall study and submit necessary proposals within in three months from the date of this Order.

With the above observations and directions, the Commission herby approve the draft bidding documents for procuring 300MW RTC Power on FOO basis under medium term on lumpsum tariff from January 2024 to June 2026.

Order of the Commission

12. The Commission after examining the petition filed by KSEB Ltd for seeking approval for the deviations proposed in the Bidding Documents for procuring 300 MW RTC power on FOO basis under medium term on lumpsum tariff from January 2024 to June 2026, from the model bidding documents notified by the Ministry of Power, Government of India as per the provisions of the Electricity Act, 2003, hereby Orders the following;
 - (1) Approve the Draft Bidding Documents submitted before the Commission for procuring 300MW RTC power on medium term basis for five years under Finance, Own and Operate (FOO) basis with the observations and directions in the paragraphs 8,9 and 10 of this Order.
 - (2) KSEB Ltd shall immediately proceed with the floating of tender to procure 300MW RTC Power and, shall finalise the tender and issue LoA at the earliest, to meet the electricity demand of the comng summer months from February 2024 onwards.
 - (3) After concluding the bidding process, KSEB Ltd shall file a separate petition under Section 63 read along with the Section 86(1) (b) of the EA-2003 for the adoption of the tariff derived through the bidding process.
 - (4) KSEBL shall study and appraise the load generation balance and the proposals to meet the energy demand in a medium term period of 5 to 7 years and longer horizon of 15 years, and submit necessary proposals within in three months from the date of this Order.

Petition disposed of. Ordered accordingly.

Sd/-
T K Jose
Chairman

Sd/-
Adv. A J Wilson
Member

Sd/-
B Pradeep
Member

Approved for issue

Sd/-
C R Satheesh Chandran
Secretary

Annexure-1
Modifications from Model Bidding Documents Proposed by KSEBL

Sl. No:	Bid Clause	Remarks	Modified Bid Clause
1	<p>Clause 1.1.5 of RFQ- All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than not being less than <u>50% (fifty per cent) of such capacity or 100 (one hundred) MW, whichever is lower.</u> The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.</p>	To bring more clarity, the Clause is modified.	<p>Clause 1.1.5 of RFQ- All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at National e-Bidding Portal ("DEEP Portal") developed by PFC Consulting Ltd. Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than <u>100 (one hundred) MW.</u> The remaining capacity, if any, may be procured from other Bidders who are willing to match the lowest Bid.</p>
2	<p>Clause 1.2.13 of RFQ- Explanation Explanation: In case the Bidder is a Trading Licensee, the provisions of Sub- clauses (a), (c) to (e), and Sub-clauses (g) to (j) related to the source/supply of Fuel shall mean the source/supply of Fuel, as applicable to the Developer. <u>It is further clarified that Trading Licensee shall not be eligible for bidding in case the source of Fuel is under clause (b).</u></p>	Tender is invited under Lumpsum Tariff.	<p>Clause 1.2.13 of RFQ- Explanation Explanation: In case the Bidder is a Trading Licensee, the provisions of Sub-clauses (a), (c) to (e), and Sub-clauses (g) to (j) related to the source/supply of Fuel shall mean the source/supply of Fuel, as applicable to the Developer.</p>
3	<p>Clause 2.2.2(B) of RFQ- Financial Capacity: The Bidder shall have a minimum Net Worth (the "Financial Capacity") equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year. Bidders shall not be allowed to increase their capacity at e- Reverse Auction Stage or L1 Matching round greater than for which Financial Capacity has been demonstrated. In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2(B) may be either fulfilled jointly or severally by the Trading Licensee and Developer.</p>	Modified as per Amendment Dated 12.07.2019	<p>Clause 2.2.2(B) of RFQ- Financial Capacity: The Bidder <u>and/or its Associate</u> shall have a minimum Net Worth (the "Financial Capacity") equivalent to Rs. 1 crore (Rs. one crore) per MW of the capacity the Bidder is willing to Bid, at the close of the preceding financial year. Bidders shall not be allowed to increase their capacity at e- Reverse Auction Stage or L1 Matching round greater than for which Financial Capacity has been demonstrated. In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2(B) may be either fulfilled jointly or severally by the Trading Licensee and Developer <u>and /or its Associate of Developer.</u></p>
4	<p>Clause 2.2.3(ii) of RFQ- certificate(s) from statutory auditors of the Bidder specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this Section A, net worth (the "Net Worth") shall mean the net worth as per the Companies Act, 2013.</p>	Modified as per Amendment Dated 12.07.2019	<p>Clause 2.2.3(ii) of RFQ- certificate(s) from statutory auditors of the Bidder <u>or its Associates</u> specifying the net worth of the Bidder <u>or its Associates, as the case may be,</u> as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this Section A, net worth (the "Net Worth") shall mean the net worth as per the Companies Act, 2013.</p>
5	<p>Clause 2.12.2(vii) of RFQ- any other project-specific requirement that may be specified by the Utility]</p>	Added as an additional requirement.	<p>Clause 2.12.2(vii) of RFQ- Duly Signed copy of tender documents including Corrigendums, Response to queries etc.</p>
6	<p>Clause 2.18.1(i) of RFQ- it contains a statement on fuel supply arrangement for the Power Station</p>	Modification made to accommodate the renewable sources under Lumpsum Tariff.	<p>Clause 2.18.1(i) of RFQ- it contains a statement on fuel supply arrangement for the Power Station, <u>if applicable;</u></p>
7	<p>Clause 2.18.1(j) of RFQ- it contains an attested copy of the system generated receipt or receipt of the Utility for payments towards the cost of the Bidding</p>	Correcting the typo in the Model Bidding Document.	<p>Clause 2.18.1(j) of RFQ- it contains an attested copy of the system generated receipt or receipt of the Utility for payments towards the cost of the</p>

	Process, e-Bidding fees submitted to PFCCL as per Clause <u>1.2.1</u> and Bid Security as specified in Clause <u>1.2.6</u> ;		Bidding Process, e-Bidding fees submitted to PFCCL as per Clause <u>1.2.2</u> and Bid Security as specified in Clause <u>1.2.8</u> ;
8	Point 19 of Appendix I of RFQ {I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.}	Tender is invited under Lumpsum Tariff	Point 19 of Appendix I of RFQ- Omitted;
9	Clause 2.19.1 of RFP- "The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee or e-bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Utility in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time. <u>In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.</u> For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934."	As per existing practice of KSEBL, only bank guarantee of Nationalised banks are entertained.	Clause 2.19.1 of RFP- "The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee or e-bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Utility in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934."
10	Point 30 of Appendix I of RFP 30. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the APP and Clause <u>4.8</u> of this RFP:	Correcting the typo in the Model Bidding Document.	Point 30 of Appendix I of RFP 30. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the APP and Clause <u>5.8</u> of this RFP:
11	Clause 1.2.1(k) of APP- reference to a "business day" shall be construed as reference to a day (other than a Sunday) on which <u>banks in the State where the Power Station is situate</u> are generally open for business;	For Business convenience of KSEBL	Clause 1.2.1(k) of APP- reference to a "business day" shall be construed as reference to a day (other than a Sunday) on which <u>banks in the State of Kerala</u> are generally open for business;
12	Clause 4.1.2(a) of APP- <u>executed and procured execution of the Default Escrow Agreement in accordance with the provisions of Clause 13.1;</u>	KSEBL is a prompt payer of electricity charges, further LC is provided as payment security mechanism.	Clause 4.1.2(a) of APP- Omitted;
13	Clause 4.1.2(b) of APP- <u>executed the Deed of Hypothecation in accordance with the provisions of Clause 13.1.2;</u>	KSEBL is a prompt payer of electricity charges, further LC is provided as payment security mechanism.	Clause 4.1.2(b) of APP- Omitted;
14	Clause 4.1.3(e) of APP- (e) <u>[The Supplier shall have executed the Fuel Supply Agreement upon the fulfillment of all the conditions laid down in the Letter of Assurance;</u>	Tender is for lump sum tariff where power can be supplied from any sources of energy including renewables.	Clause 4.1.3(e) of APP- Omitted;
15	Clause 4.6 of APP- Date of Commencement of Supply The date of commencement of supply shall be [*****]. The date of commencement shall be <u>advanced</u> by such number of days by which the Appointed Date has been extended as per Clause 4.5.	To avoid ambiguity, the word "advanced" is replaced by "extended".	Clause 4.6 of APP- Date of Commencement of Supply The date of commencement of supply shall be [*****]. The date of commencement shall be <u>extended</u> by such number of days by which the Appointed Date has been extended as per Clause 4.5.

16	<p>Clause 5.1.2 of APP- Explanation- Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to <u>11* kWh per mega watt of Contracted Capacity</u> over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Delivery Point, and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, (the "Availability").</p> <p><u>* To be filled up by Utility before calling the Bids. This figure to be specified considering type of fuel source for power generation and prevailing CERC Regulations</u></p>	Full Contracted Capacity is to be available at delivery point, which is CTU interconnection point	<p>Clause 5.1.2 of APP- Explanation- Availability of the Power Station to its full capacity shall, in respect of any hour, mean the capacity of the Power Station to the extent it is offered by the Supplier for producing and supplying electrical energy equal to <u>1000 kWh per mega watt of Contracted Capacity</u> over a period of one hour, after accounting for auxiliary consumption, and transmission losses upto the Delivery Point, and for any month or year, as the case may be, the hours during that month or year when the Contracted Capacity of the Power Station is fully available for production of electricity shall be expressed as a percentage of total hours in that month or year, as the case may be, (the "Availability").</p>
17	<p>Clause 6.1.2 of APP- The Utility shall provide and facilitate non-discriminatory open access to its network for enabling the Supplier to supply electricity to Buyers in the licence area of the Utility in accordance with the provisions of sections 42 and 49 of the Act.</p>	Not applicable.	Clause 6.1.2 of APP- Omitted.
18	<p>Clause 9.1.1 of APP- The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to <u>Rs. ***** crore (Rupees ***** crore)</u> in the form set forth in Schedule-B (the "Performance Security") valid for a period ending 6 (six) months after date of commencement of supply. The amount towards the Performance Security can be paid through NEFT/RTGS/ also.</p>	Modified as per guidelines .	<p>Clause 9.1.1 of APP- The Supplier shall, for the performance of its obligations hereunder, provide to the Utility no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to <u>Rs. ***** crore (Rupees ***** crore) [Rs. 10 Lakh/MW of the contracted capacity]</u> in the form set forth in Schedule-B (the "Performance Security") valid for a period ending 6 (six) months after date of commencement of supply. The amount towards the Performance Security can be paid through NEFT/RTGS/ also.</p>
19	<p>Clause 9.1.2 of APP- The Utility shall, for the performance of its obligations hereunder, provide to the Supplier no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to <u>Rs. ***** crore (Rupees ***** crore)</u> in the form set forth in Schedule-B (the "Performance Security-Utility") valid for a period ending 6 (six) months after date of commencement of supply.</p>	Modified as per guidelines.	<p>Clause 9.1.2 of APP- The Utility shall, for the performance of its obligations hereunder, provide to the Supplier no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to <u>Rs. ***** crore (Rupees ***** crore) [Rs. 10 Lakh/MW of the contracted capacity]</u> in the form set forth in Schedule-B (the "Performance Security-Utility") valid for a period ending 6 (six) months after date of commencement of supply.</p>
20	<p>Clause 11.8.1 of APP- The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties, <u>save and except the taxes and duties specified in Clause 11.8.2. It is further agreed that the Supplier shall pay all taxes and duties, including the taxes and duties specified in Clauses 11.8.2, in accordance with Applicable Laws.</u></p>	Since the Lumpsum Tariff is an all inclusive tariff, the clause is modified accordingly.	Clause 11.8.1 of APP- The Parties expressly agree that the Tariff shall be inclusive of all taxes and duties.
21	<p>Clause 11.8.2 of APP- <u>The Tariff payable by the Utility under this Article 11 shall be exclusive of Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Goods and Service Tax, Electricity Duty, Value Added Tax or Goods and Service Tax and Custom Duty on fuel thereon shall be paid by the Supplier and reimbursed by the</u></p>	The clause is modified in line with the changes made in Clause 11.8.1.	Clause 11.8.2 of APP- Omitted;

	<u>Utility upon submission of necessary particulars by the Supplier.</u>		
22	Clause 12.4 of APP- In the event the Supplier anticipates a shortfall in the production of electricity for supply to the Utility from Contracted Capacity on account of a shortfall in Fuel for reasons beyond the control of the Supplier, the Supplier shall, as soon as practicable but in any event no later than 7 (seven) days from the date when it anticipated the shortage of Fuel, notify the Utility of the nature, extent and period of shortage of Fuel and the reasons thereof. <u>For the avoidance of doubt, the Parties expressly agree that no Tariff shall be payable to the Supplier for any shortfall in Availability occurring on account of shortage of Fuel, save and except as provided in Clause 11.4.4.</u>	Modified in line with amendment in MAPP issued on 12th May 2023, which deleted Clause 11.4.4 of APP.	Clause 12.4 of APP- In the event the Supplier anticipates a shortfall in the production of electricity for supply to the Utility from Contracted Capacity on account of a shortfall in Fuel for reasons beyond the control of the Supplier, the Supplier shall, as soon as practicable but in any event no later than 7 (seven) days from the date when it anticipated the shortage of Fuel, notify the Utility of the nature, extent and period of shortage of Fuel and the reasons thereof. <u>For the avoidance of doubt, the Parties expressly agree that no Tariff shall be payable to the Supplier for any shortfall in Availability occurring on account of shortage of Fuel.</u>
23	Clause 12.5 of APP- The Parties expressly acknowledge and agree that the [Supplier if supplier is NOT a Trading Licensee, or Developer if Supplier is a Trading Licensee] shall produce electricity for supply thereof under this Agreement by utilising gas procured under a fixed supply contract which shall require the Supplier to pay for supply of gas even if it is not utilised, and in the event such electricity is not Dispatched by the Utility or sold to a Buyer in accordance with the provisions of this Agreement, the Utility shall pay to the Supplier the cost incurred by it for the gas that has remained unutilised.]	This clause is not applicable for Lumpsum Tariff, hence deleted.	Clause 12.5 of APP- Omitted;
24	Clause 13.1 of APP- Default Escrow Account Subclauses 13.1.2,13.1.3,13.1.4	KSEBL is a prompt payer of electricity charges, further LC is provided.	Clause 13.1 of APP- Omitted Subclauses 13.1.2,13.1.3,13.1.4 also omitted
25	Clause 13.2.1 of APP-	Definition of Monthly payment inserted in this clause as the clause in which it was originally mentioned was omitted for removing Default Escrow account clause.	For the purpose of this section, Monthly payment means Revenues equivalent to 1.1 times the sum of 1/12th of the applicable annual Capacity Charge for the relevant year and 1/12th of the total amount paid on account of variable charge for the last year. Provided that in the first year of operation, total amount of variable charge shall be assessed by multiplying energy generation at normative availability and applicable variable charge.
26	Clause 13.2.2 of APP- The Letter of Credit shall be procured by the Utility <u>from a bank where at least twice the value of the Monthly Payment are normally deposited, and which shall have been appointed as the Default Escrow Bank.</u> All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.	KSEBL is a prompt payer of electricity charges, further LC is provided.	Clause 13.2.2 of APP- The Letter of Credit shall be procured by the Utility <u>from any scheduled bank.</u> All costs and expenses relating to opening and maintenance of the Letter of Credit shall be borne by the Utility.
27	Clause 13.3.1 of APP- In the event the Utility fails to pay the Monthly Invoice on or before the relevant Payment Due Date(s) or the amount covered by the Letter of Credit is at any time less than the Monthly Payment or is insufficient for recovery of payment due against the Monthly Invoice or the Supplier is unable to recover its Tariff <u>through the Default Escrow Account and the Letter of Credit</u> , as the case may be, and if the Tariff or part thereof remains unpaid for a period of 1 (one) month from the Payment Due Date, then the recovery shall be made in accordance with the procedure provided in the applicable rules	KSEBL is a prompt payer of electricity charges, further LC is provided.	Clause 13.3.1 of APP- In the event the Utility fails to pay the Monthly Invoice on or before the relevant Payment Due Date(s) or the amount covered by the Letter of Credit is at any time less than the Monthly Payment or is insufficient for recovery of payment due against the Monthly Invoice or the Supplier is unable to recover its Tariff <u>through the Letter of Credit</u> , as the case may be, and if the Tariff or part thereof remains unpaid for a period of 1 (one) month from the Payment Due Date, then the recovery shall be made in accordance with the procedure provided

	issued by the Ministry of Power, as amended from time to time.		in the applicable rules issued by the Ministry of Power, as amended from time to time.
28	Clause 13.3.3 of APP- Supply of electricity to the Utility in accordance with the provisions of this Agreement shall be restored no later than 7 (seven) days from the day on which the Utility pays, or is deemed to have paid, the arrears due to the Supplier in accordance with the provisions of this Agreement, <u>restores the Default Escrow Account and renews the Letter of Credit.</u>	KSEBL is a prompt payer of electricity charges, further LC is provided.	Clause 13.3.3 of APP- Supply of electricity to the Utility in accordance with the provisions of this Agreement shall be restored no later than 7 (seven) days from the day on which the Utility pays, or is deemed to have paid, the arrears due to the Supplier in accordance with the provisions of this Agreement, <u>renews the Letter of Credit.</u>
29	Clause 13.4 of APP- Payment security for Termination The Parties agree and acknowledge that upon Termination and on failure of the Utility to make the Termination Payment within 30 (thirty) days of demand by the Supplier, Revenues equal to the Monthly Payment, deposited into the Default Escrow Account in accordance with the provisions of this Agreement and the Default Escrow Agreement, shall be appropriated every month and paid to the Supplier until discharge of the Termination Payment and any interest thereon. For the avoidance of doubt, the Utility expressly agrees and undertakes that 30% (thirty per cent) of its total monthly Revenues shall continue to be deposited into its account with the Default Escrow Bank until its liability for an in respect of the Termination Payment is fully discharged.	This clause has no relevance as Default Escrow account is deleted.	Clause 13.4 of APP- Omitted;
30	Clause 19.3.1 of APP- Apart from the other payments to be made by the Supplier on Supplier Default, upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of <u>[6(six) months]*</u> as if the Contracted Capacity was Available for such <u>[6(six) months]*</u> from the date of Termination. *This period may be equal to about 10% of the contract period	Modified as per guidelines	Clause 19.3.1 of APP- Apart from the other payments to be made by the Supplier on Supplier Default, upon Termination on account of a Supplier Default, the Supplier shall pay to the Utility, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of <u>3 (three) months</u> as if the Contracted Capacity was Available for such <u>3 (three) months</u> from the date of Termination.
31	Clause 19.3.2 of APP- Apart from the other payments to be made by the Utility on Utility Default, upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of <u>[6(six) months]*</u> as if the Contracted Capacity was Available for such <u>[6(six) months]*</u> from the date of Termination. *This period may equal to about 5% (five per cent) of the Contract Period.	Modified as per guidelines	Clause 19.3.2 of APP- Apart from the other payments to be made by the Utility on Utility Default, upon Termination on account of a Utility Default, the Utility shall pay to the Supplier, by way of Termination Payment, an amount equal to the Fixed Charge that would have been due and payable for Normative Availability for a period of <u>1.5 (one and half months)</u> as if the Contracted Capacity was Available for such <u>1.5 (one and half months)</u> from the date of Termination.
32	Clause 21.1 of APP- Increase in costs If as a result of Change in Law, the Supplier suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year or if as a result of Change in Law, the Supplier benefits from a reduction in costs or increase in net after-tax return or other financial gains the aggregate financial effect of which exceeds 0.1% (zero point one percent) of the Capacity Charge in any Accounting Year, the impact of Change in Law to be adjusted and recovered shall be computed in accordance with the procedure provided in	The procedure for estimation of cost for change in law as detailed in this clause is unable to apply in Lumpsum Tariff, hence redrafted.	Clause 21.1 of APP- Effect of Change in Law The determination of compensation for any increase or decrease in expenses to the Seller on account of Change in Law and the date from which such compensation shall become effective shall be decided by the rule notified by MoP for lumpsum tariff(if any).

	the applicable rules issued by the Ministry of Power’.		
33	Clause 25.3 of APP-Interest Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis <u>and shall be compounded on the basis on quarterly rests.</u>	Only simple interest is applicable.	Clause 25.3 of APP-Interest Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis.
34	Clause 26.1 of APP- Definitions "Deed of Hypothecation" shall have the meaning as set forth in Clause 13.1.2; "Default Escrow Account" shall have the meaning as set forth in Clause 13.1.1; "Default Escrow Agreement" shall have the meaning as set forth in Clause 13.1.1; "Default Escrow Bank" shall have the meaning as set forth in Clause 13.1.1;	This clause has no relevance as Default Escrow account is deleted.	Clause 26.1 of APP- Definitions Omitted;
35	Clause 26.1 of APP- Definitions- "Monthly Payment" shall have the meaning as set forth in Clause <u>13.1.1</u> ;	Clause 13.1.1 is omitted & definition was inserted in Clause 13.2.1.	Clause 26.1 of APP- Definitions- "Monthly Payment" shall have the meaning as set forth in Clause <u>13.2.1</u> ;
36	Clause 26.1 of APP- Definitions- "Secured Obligations" means: (a) the amounts due to <u>the Default Escrow Bank</u> from the Utility in relation to the Letter of Credit;	KSEBL is a prompt payer of electricity charges, further LC is provided.	Clause 26.1 of APP- Definitions- "Secured Obligations" means: (a) the amounts due from the Utility in relation to the Letter of Credit;
37	SCHEDULE – C of APP DEFAULT ESCROW AGREEMENT	KSEBL is a prompt payer of electricity charges, further LC is provided.	SCHEDULE – C of APP Omitted
38	SCHEDULE – D DEED OF HYPOTHECATION	KSEBL is a prompt payer of electricity charges, further LC is provided.	SCHEDULE – D of APP Omitted
39	Point 8 of SCHEDULE – E LETTER OF CREDIT The Expiry Date of this Letter of Credit shall be deemed to be automatically extended, 2 (two) months prior to its Expiry Date, without any act or deed, for an additional period of 1 (one) financial year from the respective Expiry Date, unless at least 180 (one hundred and eighty) days prior to any Expiry Date, the Bank gives notice in writing to the Supplier and the Utility that the Bank elects not to renew this Letter of Credit for any such additional period, in which case immediately after the Expiry Date of this Letter of Credit, the Bank shall cease to be the Default Escrow Bank under and in accordance with the provisions of the Default Escrow Agreement dated, entered into between the Bank, the Utility and the Supplier.	KSEBL is a prompt payer of electricity charges, further LC is provided.	Point 8 of SCHEDULE – E LETTER OF CREDIT The letter of Credit shall be renewed for an additional period of 1(one) financial year from the respective Expiry Date, before the expiry of the Letter of Credit.

Annexure-2
Project Specific Modifications

Sl. No:	Bid Clause	Modified Bid Clause
1	<p>Clause 1.2.13 of RFQ-</p> <p>Bids are invited for the Project under Section B of this Bidding Document, on the basis of a tariff to be offered by a Bidder for production and supply of electricity in accordance with the terms of the draft APP forming part of the Bidding Documents. For the purposes of bidding hereunder, the Base Fixed Charge and Base Variable Charge shall constitute the tariff for the Power Station (the "Tariff"). <u>[The cost of Fuel, transportation/transit thereof, the transmission charges and the transmission losses / supply from Hydro-electric Power Station or for Lumpsum Tariff, generating cost of electricity, the transmission charges and the transmission losses.]</u> shall form part of the Base Variable Charge. The Base Fixed Charge and the Base Variable Charge shall each be at least 35% of the Tariff. The contract period shall be pre-determined, and will be indicated in the draft APP. The Project shall be awarded to the Bidder quoting the lowest Tariff, after the completion of the process under Clause 1.2.7 above.</p>	<p>Clause 1.2.13 of RFQ-</p> <p>Bids are invited for the Project under Section B of this Bidding Document, on the basis of a tariff to be offered by a Bidder for production and supply of electricity in accordance with the terms of the draft APP forming part of the Bidding Documents. For the purposes of bidding hereunder, the Base Fixed Charge and Base Variable Charge shall constitute the tariff for the Power Station (the "Tariff"). <u>For Lumpsum Tariff, generating cost of electricity, the transmission charges and the transmission losses,</u> shall form part of the Base Variable Charge. The Base Fixed Charge and the Base Variable Charge shall each be at least 35% of the Tariff. The contract period shall be pre-determined, and will be indicated in the draft APP. The Project shall be awarded to the Bidder quoting the lowest Tariff, after the completion of the process under Clause 1.2.7 above.</p>
2	<p>Clause 2.2.1(e) of RFQ-</p> <p>Other eligibility conditions shall include the following;</p>	<p>Clause 2.2.1(e) of RFQ-</p> <p>Omitted;</p>
3	<p>Clause 1.1.5 of RFP-</p> <p>Bids are invited for the Project on the basis of a tariff to be offered by a Bidder for and in respect of the Project. For the purposes of evaluation hereunder, the Base Fixed Charge and Base Variable Charge shall constitute the tariff for the Power Station (the "Tariff"). <u>[The cost of Fuel, transportation/transit thereof, transmission charges and the transmission losses / supply from Hydro-electric Power Station or for Lump sum Tariff, generating cost of electricity, the transmission charges and the transmission losses, shall form part of the Base Variable Charge.]</u> The Base Fixed Charge and the Base Variable Charge shall each be at least 35% of the Tariff. The contract period shall be pre-determined and specified in the Bidding Documents.</p>	<p>Clause 1.1.5 of RFP-</p> <p>Bids are invited for the Project on the basis of a tariff to be offered by a Bidder for and in respect of the Project. For the purposes of evaluation hereunder, the Base Fixed Charge and Base Variable Charge shall constitute the tariff for the Power Station (the "Tariff"). <u>For Lump sum Tariff, generating cost of electricity, the transmission charges and the transmission losses,</u> shall form part of the Base Variable Charge. The Base Fixed Charge and the Base Variable Charge shall each be at least 35% of the Tariff. The contract period shall be pre-determined and specified in the Bidding Documents.</p>
4	<p>Clause 2.1.15 of RFP-</p> <p>[Other Bid conditions shall include:***]</p>	<p>Clause 2.1.15 of RFP-</p> <p>Omitted;</p>
5	<p>Agreement (A) The Utility has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of *** MW at the Delivery Point corresponding to ***MW of gross generation^[1] on finance, own and operate (the "FOO") basis, <u>[by sourcing coal from the Allocated Coal Linkage in terms of the Letter of Assurance issued/to be issued in the name of the Supplier and the Fuel Supply Agreement to be executed between the Supplier and the Coal Supplier.]</u>^[2] in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003.</p>	<p>Agreement (A) The Utility has resolved to procure electricity from a power generating station that would deliver a Contracted Capacity of *** MW at the Delivery Point corresponding to ***MW of gross generation on finance, own and operate (the "FOO") basis, in accordance with the terms and conditions to be set forth in an agreement for procurement of power to be entered into under and in accordance with the provisions of the Electricity Act, 2003.</p>

6	<p>Agreement (E) [The Utility has obtained the Letter of Assurance, dated [**] issued by [**] (“Coal Supplier”) in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement (“Letter of Assurance” appended herein as Annexure 1) for the purposes of the Contracted Capacity;]</p>	<p>Agreement (E) Omitted;</p>
7	<p>Clause 2.1(a) of APP- (a) ensure the operation and maintenance of the Power Station, situated at the Site described in Schedule-A and having the principal features stated therein, in accordance with the provisions of this Agreement <u>[utilizing the Coal Linkage/ Allocated Coal Linkage in accordance with the terms contained herein read with the terms and conditions of the Fuel Supply Agreement and the Letter of Assurance] ;</u></p>	<p>Clause 2.1(a) of APP- (a) ensure the operation and maintenance of the Power Station, situated at the Site described in Schedule-A and having the principal features stated therein, in accordance with the provisions of this Agreement ;</p>
8	<p>Clause 4.1.2(d) of APP- Obtained the letter of assurance, dated [**] issued by [**] (“Coal Supplier”) in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement (“Letter of Assurance” appended herein as Annexure 1) for the purposes of the Project.]</p>	<p>Clause 4.1.2(d) of APP- Omitted</p>
9	<p>Clause 4.1.3 of APP- The Conditions Precedent required to be satisfied by the Supplier within a period of <u>[90 (ninety) days]</u> from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:</p>	<p>Clause 4.1.3 of APP- The Conditions Precedent required to be satisfied by the Supplier within a period of <u>[30 (thirty) days]</u> from the date of this Agreement shall be deemed to have been fulfilled when the Supplier shall have:</p>
10	<p>Clause 10.1 of APP- Contracted Capacity- Pursuant to the provisions of this Agreement, the Supplier shall dedicate a capacity of *****MW to the Utility as the capacity contracted hereunder <u>[for and in respect of Designated Hours]</u> (the “Contracted Capacity”) and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.</p>	<p>Clause 10.1 of APP- Contracted Capacity- Pursuant to the provisions of this Agreement, the Supplier shall dedicate a capacity of *****MW to the Utility as the capacity contracted hereunder (the “Contracted Capacity”) and the Contracted Capacity shall at all times be operated and utilised in accordance with the provisions of this Agreement.</p>
11	<p>Clause 10.4 of APP- Supply during Designated Hours <u>The Supplier shall ensure the Availability of the Power Station during designated hours of the day comprising [*****hours] and [*****hours] (“Designated Hours”). However, the Utility may with a notice of 30 (thirty) days, require the Supplier a change in the Designated Hours subject to mutual agreement between the parties.</u></p>	<p>Clause 10.4 of APP- Omitted;</p>
12	<p>Clause 11.4.2 of APP- The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) <u>[during Designated Hours]</u> computed with reference to the Contracted Capacity(the “Capacity Charge”). Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.</p>	<p>Clause 11.4.2 of APP- The obligations of the Utility to pay Fixed Charges in any Accounting Year shall in no case exceed an amount equal to the Fixed Charge due and payable for and in respect of the Normative Availability of 85% (eighty five per cent) computed with reference to the Contracted Capacity(the “Capacity Charge”). Provided that the Availability to be considered for calculation of Fixed Charges shall be reconciled annually on cumulative basis.</p>

13	<p>Clause 18.3 of APP-Extension of Contract PeriodIn the event that a material breach or default of this Agreement causes delay in achieving the Appointed Date or leads to reduction in Availability, as the case may be, the Utility shall, in addition to payment of compensation under Clause 18.2, extend the Contract Period, such extension being equal in duration to the period by which the Appointed Date was delayed or Availability was reduced on account thereof, as the case may be; and in the event of reduction in Availability below80% (eighty per cent) of the Normative Availability, the Utility shall, in addition to payment of compensation hereunder, extend the Contract Period in proportion to the loss of Availability. For the avoidance of doubt, loss of 25% (twenty five per cent) of Availability for 4(four) days shall entitle the Supplier to extension of 1 (one)day in the Contract Period. <u>[Provided further that the Utility shall arrange for the extension of the Fuel Supply Agreement commensurate to the period of extension of this Agreement to ensure continuous coal supply.]</u></p>	<p>Clause 18.3 of APP-Extension of Contract PeriodIn the event that a material breach or default of this Agreement causes delay in achieving the Appointed Date or leads to reduction in Availability, as the case may be, the Utility shall, in addition to payment of compensation under Clause 18.2, extend the Contract Period, such extension being equal in duration to the period by which the Appointed Date was delayed or Availability was reduced on account thereof, as the case may be; and in the event of reduction in Availability below80% (eighty per cent) of the Normative Availability, the Utility shall, in addition to payment of compensation hereunder, extend the Contract Period in proportion to the loss of Availability. For the avoidance of doubt, loss of 25% (twenty five per cent) of Availability for 4(four) days shall entitle the Supplier to extension of 1 (one)day in the Contract Period.</p>
14	<p>Clause 19.6 of APP- The expiry of this Agreement on account of efflux of time or earlier Termination thereof shall lead to the automatic termination of Fuel Supply Agreement in accordance with the terms thereof]</p>	<p>Clause 19.6 of APP- Omitted;</p>
15	<p>Clause 26.1 of APP- Definitions [“Allocated Coal Linkage” shall mean [Insert coal linkage arranged by Utility]]</p>	<p>Clause 26.1 of APP- Definitions Omitted;</p>
16	<p>Clause 26.1 of APP- Definitions [“Designated Hours” shall have the meaning as set forth in Clause 10.4;]</p>	<p>Clause 26.1 of APP- Definitions Omitted;</p>