

15 -ാം കേരള നിയമസഭ

13 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 657

10-02-2025 - ൽ മറുപടിയ്ക്ക്

മണിയാർ ജലവൈദ്യുതപദ്ധതി

ചോദ്യം		ഉത്തരം	
ശ്രീ. ഐ. സി. ബാലകൃഷ്ണൻ		ശ്രീ . കെ . കൃഷ്ണൻകുട്ടി (വൈദ്യുതി വകുപ്പ് മന്ത്രി)	
(എ)	മണിയാറിൽ വൈദ്യുതി ഉൽപാദിപ്പിക്കുന്ന പദ്ധതിക്കായി കെ.എസ്.ഇ.ബി കാർബറണ്ടം യൂണിവേഴ്സൽ ലിമിറ്റഡുമായി ബിൽഡ് ഓൺ ഓപ്പറേറ്റ് ട്രാൻസഫർ വ്യവസ്ഥ പ്രകാരം ഏർപ്പെട്ടിരിക്കുന്ന കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(എ)	മണിയാറിൽ വൈദ്യുതി ഉൽപാദിപ്പിക്കുന്ന പദ്ധതിക്കായി കെ.എസ്.ഇ.ബി. ലിമിറ്റഡും, കാർബോണ്ടം യൂണിവേഴ്സൽ ലിമിറ്റഡുമായി ഏർപ്പെട്ട കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർത്തിരിക്കുന്നു.

സെക്ഷൻ ഓഫീസർ



AGREEMENT

THIS AGREEMENT made on this the eighteenth day of May One thousand nine hundred and ninety one between the Secretary, for and on behalf of the Kerala State Electricity Board (hereinafter referred to as the "KSEB" which expressions shall, when the context so admits or implies, be deemed to include its successors and assigns as well) of the one part and the Managing Director of Messrs. Carborundum Universal Ltd., a Company incorporated under the Indian Companies Act 1956 having its Registered Office at No.20, Rajaji Road, Madras-600 001, (hereinafter referred to as the "CUMI") of the other part.

WHEREAS the Kerala State Government have announced the Terms and Conditions of Private Sector Participation in Generation of Power through Small/Mini/Micro Hydel Schemes vide G.O(MS) No. 23/90/PD dated 07.12.1990 hereinafter referred to as the said G.O. which shall form part of this agreement as if incorporated herein, and WHEREAS the Government of Kerala as per G.O. No.17/91/PD dated 18.1.1991 have allotted the Maniyar Hydro Electric

Project in Pathanamthitta District to CUMI for execution and operation for a period of 30 (thirty) years from the date of first commissioning of the Scheme and whereas KSED has given its consent as per its order No. B.O.No. Plg.CVI/1/82 dt. 22.2.91.

It is hereby agreed as follows:

1. CUMI is hereby allowed to set up the Maniyar Hydro Electric Project with 3 x 4 MW installed capacity at their own cost, the construction, operation and maintenance being managed by them as per the stipulations insisted upon by the Govt/KSED and subject to the stipulated conditions as per Indian Electricity Act, 1910, Electricity (supply) Act 1948, other related rules and orders from the Central and State Governments.

The KSED will issue consent, in accordance with the Electricity (Supply) Act and Rules to be framed by the Government of Kerala from time to time, in the matter, for the CUMI to construct and operate the Small Hydel Power Station, Maniyar. The CUMI agrees to abide by the Rules and Regulations to be framed by the State Govern-

ment and KSEB from time to time in the matter of Electricity generation by private agencies.

2. The project implementation shall be strictly in accordance with the Project Report and Designs and Specifications as approved by the KSEB. Any alteration or modification, in the design/standards/specification of construction, operation and maintenance specified by the K.S.E.B. and those in approved Project Report shall be effected only with the specific consent and approval of the K.S.E.B. The CUMI agrees that the design, construction, installation and operation of the scheme shall be subject to scrutiny, inspection and approval by the K.S.E.B. and that CUMI shall be liable to effect alterations and modifications in design, standards and specifications required by the K.S.E.B. from time to time for the effective functioning of the generating scheme. The CUMI shall make available all facilities for such inspections of the design/works by the K.S.E.B.

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3. The K.S.E.B. is entitled to check up, whenever it deems necessary to see whether the conditions stipulated in respect of installation and operation, are being adhered to. CUMI will furnish, within three months of signing the Agreement, a programme of construction & installation to the effect of completing the scheme in such a manner that the commercial completion of the scheme is achieved within 30 (Thirty) months from the above date. K.S.E.B. shall review the progress of execution as per schedule every three months.

6
It will also be incumbent on parties concerned to agree upon a revised schedule if it is established that the CUMI is not able to adhere to the agreed schedule on account of conditions beyond the control of CUMI.

8
It is agreed that the K.S.E.B. will have the option to cancel the consent issued to CUMI and resort to alternative arrangements in completing and commissioning the scheme in case it is found that the CUMI is unable to adhere to the accepted schedule and, in the opinion of the K.S.E.B. the CUMI would not be able to complete the installation within a reasonable time. In such a case and in the contingencies that CUMI is rendered unable to complete the scheme or after completion it is rendered unable to operate the scheme as per schedule of generation agreed to between the parties for any reason, the K.S.E.B. shall be authorised to take over the works including all machinery equipment, land and all facilities for early completion of the scheme and pay the CUMI cost of works, equipments etc..

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so taken over, the cost to be paid being assessed as per rules current in the K.S.E.B. for such valuation. The decision of the K.S.E.B. shall be final and binding.

4. In case, the power project is to be located in area owned by private parties, CUMI shall acquire the land from the private land owner. Any Government land required adjacent to dam works will be got transferred through KSEB for which the CUMI will have to pay a lease rent of Rs. Two thousand five hundred per hectare per year or an amount fixed by Government from time to time, the lease period being upto thirty years from the date of first commissioning of the scheme.

The land with all structures including electrical installations, machinery, buildings and other appurtenant works and operating facilities constructed in connection with the Maniyar Hydro Electric Project shall without any cost, be transferred to the ownership of the KSEB at the end of the stipulated period of thirty years from the date of first commissioning and CUMI shall surrender the premises with all structures, machinery etc in favour of the KSEB after redeeming all the charges, if any, created by the CUMI. In case of failure, the KSEB will have the right to recover the property with all its structures including electrical installations, machinery etc.

5. The ownership of the project and licence/permission for installation and operation of the project, are not transferable except as stated in clause (4) above. CUMI may however, with express consent of the KSEB raise

... advance from financing institutions towards the capital cost of the project by hypothecating the site and structures, machinery etc. Any other contract entered otherwise shall be void. CUMI shall not hypothecate the sites and structures, installation, machinery, building etc. thereon for any period longer than the authorised period for operation by CUMI or period for which the site are leased to it by KSED. On the expiry of thirty years or the period of lease, CUMI shall redeem all the charges created and surrender all the properties to the KSED. CUMI should see that no liability subsists beyond the period of lease or beyond 30 years from the date of first commissioning of the scheme. In case there is any subsisting liability, CUMI shall be personally liable for the same.

6. The transmission line required for transferring power from the Power house to the nearest grid substation or other locations as suggested by the KSED will be built by KSED at the cost of CUMI, as a deposit work and after construction it shall be transferred to the KSED without any compensation. Land required for construction of such transmission line will be considered as part of land required for the project as per conditions as elaborated under clause 4 & 5 and 16. The metering equipment shall be provided by CUMI at their cost at a point decided by the KSED and handed over to the KSED along with the transmission line, without any compensation.

7. In respect of metering equipment, the rules that are applicable in the case of other installations where KSED

provides metering equipments, shall be applicable.

8. The energy from Maniyar Hydro Electric Project fed into the K.S.E.B. grid will be metered at a location as detailed above (using meter duly calibrated by K.S.E.B.) and this quantum of energy less twelve percent towards wheeling charges and T & D losses will be delivered free of cost to CUMI at their E.H.T. Terminals at the point of supply in their installations. In the case of supply or receipt made in LT lines the allowance for losses and wheeling charges will be more and will be as stipulated by the KSED.

In case energy in excess of the requirement of CUMI is generated from the project during one accounting year such excess energy shall be fed into the KSED grid itself at rates to be mutually agreed upon. Under no circumstances shall CUMI be entitled for the sale or transfer of any excess energy or any energy produced from the project to any party other than the KSED. The accounting of the energy fed into the grid and supplied by KSED to CUMI for operating their factories in Kerala at Palakkad, Koratty and Kalamassery will be settled on an annual basis, the year being reckoned from 1st of July to 30th June.

9. In case the KSED grid is not in a position to absorb the energy generated from the project for any reason such as high level of storage in reservoirs, breakdown of transmission lines, the generation from the project will have to be stopped as directed by the KSED. The pattern of power generation from the project shall be as directed by the KSED.

10. During the periods of power cut or restrictions imposed in Electricity supply by the KSEB the CUMI shall, by virtue of its contribution in power generation from the project, be eligible for additional power consumption from the grid, over and above its restricted/reduced quota during such power cut or restrictions. This additionality shall however be limited to the average monthly generation from the Maniyar Hydro Electric Project during the previous year of accounting (July to June), subject to availability of banked power at the time of power cut. The total consumption in any month during the periods of power cut or restrictions shall also not exceed the base consumption prescribed by the KSEB for CUMI for such periods.

CUMI shall also not be eligible for any exemption from other restrictions such as hours of supply, limitation in load etc. Any excess drawal will attract penal rates.

11. The T & D losses, wheeling charges etc fixed at 12% (Twelve percent) as per clause 8 above will be liable for review by KSEB during revision of tariff rates periodically.

12. The request of CUMI for full power supply during period of maintenance, shut down of the Maniyar Hydro Electric Project will be considered by KSEB on case to case basis and in any case such shut-down will not normally be permitted during periods of energy shortage in the system.

13. One percent of project cost must be payable by the CUMI to the KSED for Project Report preparation/consultancy charges.
14. Royalty for the use of water together with the tax and duties on generation of power as fixed by Govt/KSED from time to time have to be paid by CUMI, to K.S.E.B.

Maniyar Hydro Electric Project will utilise the existing head works benefit of the Maniyar Irrigation Dam of P.W.D. which is fed mainly by the controlled release of water from existing Moozhnar Power House of KSED. In order to account for the additional advantage gained by way of getting such controlled releases, CUMI will have to pay to KSED the cost component for the controlled release utilised by the CUMI for the energy generated from the scheme. This will be in addition to the royalty of water to be paid. The charges for controlled release as above as well as royalty on water, will be reckoned on the quantum of energy generated and shall be ten percent of energy tariff rate for E.H.T. consumers current from time to time for every unit of energy generated and shall be paid to the K.S.E.B.

15. Remedial Measures or Compensatory measures if any directed to be done to protect the environment as insisted by the Govt. of Kerala or Department of Environment, Govt. of India while clearing the project or subsequently will also have to be carried out by CUMI at their cost.

16. A supplementary Agreement regarding transfer of land and installation thereon referred to ⁱⁿ clauses 4 and 5 above will be executed between the KSED and CUMI after finalising the extent and location of land to be used for the project.
17. KSED shall have the right to take over the generating plant at Maniyar set up by CUMI if any exigency arises, without any commitment whatsoever regarding the taking over of the staff of the CUMI involved in the work. When the lease period of thirty years from the date of first commissioning of the project is over and the premises with all structures and installations are transferred to the KSED by CUMI, the KSED will not be under obligation to take over the staff employed by CUMI under any circumstances.
18. The entitlements/dues to Government/KSED as per the terms of the Agreement; are recoverable in any manner including invoking the provisions of the Revenue Recovery Act, as if they are arrears of revenue due to Government/KSED.
19. Under no circumstance will KSED undertake any contingent liability by way of providing guarantee etc. for CUMI for implementing the Project.

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IN WITNESS WHEREOF THE PARTIES HAVE HERE-
UNTO SET THEIR HANDS AND SEAL ON THE DAY, MONTH and YEAR
FIRST ABOVE WRITTEN.

SIGNED BY Shri S. Girijathaman

For and on behalf of the Kerala State Electricity Board

In the presence of witnesses:

1. K. J. Durak.

$$2. \quad (y, j) \text{ is a } j^{\text{th}} \text{ element}$$

Sept. 17, 1861

יחד עם כלל הציוד הנ"ל

Signed by Shri H. V. Murugappan

for and on behalf of the Carborundum Universal Ltd.

In the presence of witnesses:

1. Sublimation

2. D. Muelhousen Nzi

Carboxymethyl University Ltd

...Kulturwissenschaften, Development 1201-