

# Central Electricity Authority



# Guidelines for Acceptance, Examination and Concurrence of Detailed Project Reports for Hydro Electric Schemes

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## **SECTION-1**

### **REQUIREMENT FOR COCURRENCE OF HYDRO ELECTRIC SCHEMES**

#### **1.1 Provisions under the Electricity Act, 2003**

- 1.1.1 As per Section 8 (1) of the Electricity Act, 2003, any generating company intending to set up a hydro generating station shall prepare and submit to the Authority for its concurrence, a scheme estimated to involve a capital expenditure exceeding such sum, as may be fixed by the Central Government, from time to time, by notification.
- 1.1.2 As per Section 8(2) of the Electricity Act, 2003, the Authority shall before concurring to any scheme submitted to it, have particular regard to, whether or not in its opinion, -
- a) the proposed river-works will prejudice the prospects for the best ultimate development of the river or its tributaries for power generation, consistent with the requirements of drinking water, irrigation, navigation, flood control, or other public purposes, and for this purpose the Authority shall satisfy itself, after consultation with the State Government, the Central Government, or such other agencies as it may deem appropriate, that an adequate study has been made of the optimum location of dams and other river-works.
  - b) The proposed scheme meets the norms regarding dam design and safety.
- 1.1.3 As per Section 8 (3), where a multi-purpose scheme for the development of any river in any region is in operation, the State Government and the generating company shall co-ordinate their activities with the activities of the persons responsible for such scheme in so far as they are inter-related.

#### **1.2. Capital Expenditure exceeding which Concurrence is required**

- 1.2.1 In compliance with Section 8(1) of the Electricity Act, 2003, the Central Government vide Notification No. SO 550(E) dated 18.04.2006 modified vide Notification No. SO 490(E) dated 28.01.2014 has fixed the following limits of capital expenditure for various categories of hydroelectric schemes exceeding which the scheme is to be submitted to the Authority for concurrence:
- i) ₹ 2500 crores, provided that –
    - a) the scheme is included in National Electricity Plan (NEP) as notified by Central Electricity Authority (CEA) and conforms to the capacity and type.
    - b) the site for setting up the generating station has been allocated through the transparent process of bidding in accordance with the guidelines issued by Central Govt.
  - ii) ₹ 1000 crores for any other scheme not covered by para (a) and (b) of clause.

## SECTION-2

### SUBMISSION AND ACCEPTANCE OF DPR

#### 2.1 For Power Projects

- 2.1.1 The Generating Company / Project Developer intending to set up a hydro generating station shall submit the DPR to the Authority for its concurrence as required under Section 8 of the Electricity Act, 2003.

Generating Company / Project Developer shall prepare the DPR of Hydro Electric Scheme as per latest version of "Guidelines for Formulation of Detailed Project Reports for Hydro Electric Schemes" published by CEA

#### 2.1.2 Submission of DPR

Generating Company / Project Developer shall upload DPR on **DPR Approval Process Monitoring System (DAPMS)** portal of CEA (<https://ceaclearance.gov.in/>) and submit 8 copies of DPR including pre-DPR chapters approved by respective appraising groups along with six soft copies on compact disks/ pen drives to HPA division, CEA for its examination. CEA/CWC/ GSI/CSMRS shall check whether all the information, data, certificates essentially required for concurrence of DPR and clearance of Chapters/aspects have been included as per the Checklists attached at Appendix-1(a) and Appendix-1(b) within 3 weeks time.

#### 2.1.3 Acceptance of DPR

In case of DPRs submitted for the first time, the Generating Company / Project Developer shall give a detailed presentation on all aspects of DPR after 3 weeks of submission of DPR. After the deliberations in the presentation meeting, decision would be taken as to whether the details furnished in the DPR are adequate for further examination of DPR or DPR is to be returned for carrying out further studies/ furnishing details which may take long time. In case it is found that the DPR does not contain essential inputs or is found to be incomplete in certain respects, the same shall be returned to the Generating Company / Project Developer for resubmission after incorporating the requisite details. If prima facie, the DPR is found to be in order, it shall be taken up for detailed examination.

In case of DPRs earlier received in CEA and returned due to lack of essential inputs or completeness in certain respects and resubmitted now, the DPR shall be examined in CEA/CWC/GSI/CSMRS within a period of 3 weeks of submission of DPR whether the developer has complied with the observations / reasons due to which the DPR was earlier returned and the details furnished in the DPR are adequate. If the observations / reasons are complied with and duly incorporated in the DPR and the details furnished in the DPR are adequate, CEA/CWC/GSI/CSMRS shall take up the DPR for further examination. If the observations / reasons are not complied with or the details in the DPR are not adequate, the DPR shall be returned for compliance of observations / reasons or carrying out further studies / investigations.

#### 2.2 For Multi-Purpose Projects

- 2.2.1 DPRs of multipurpose projects involving drinking water, irrigation, power, flood control, navigation etc shall be submitted to CWC for clearance of Technical Advisory Committee (TAC) of Ministry of Jal Shakti (MoJS). In case DPRs of these



schemes are submitted to the Authority, the Authority shall not accept the same and redirect these to CWC/ MoJS for examination/appraisal.

The views of the Authority on power portion of the scheme viz. power planning and cost estimates shall be submitted to CWC for accord of clearance by Technical Advisory Committee of MoJS. Detailed examination of Hydro Electric Scheme shall be undertaken by the Authority after DPR of the power portion is submitted to it for accord of concurrence under Section 8 of the Electricity Act, 2003.

- 2.2.2 DPRs of power projects, involving flood moderation aspects only in addition to power generation shall be accepted in CEA and referred to CWC for examination of the flood moderation aspects. Detailed examination of such schemes could be continued by CEA (as per procedure mentioned above in Para 2.1) along with appraisal of scheme by CWC/ MoJS for flood moderation aspects. However, the date of acceptance of such scheme in CEA for appraisal would be reckoned from the date of clearance of flood moderation aspects by CWC/ MoJS.

## **SECTION-3**

### **EXAMINATION AND CONCURRENCE OF DPR**

#### **3.1 Examination Procedure**

- 3.1.1 To discharge its obligation under Section 8 of the Electricity Act, 2003, the Authority may take the assistance of Central Water Commission, Ministry of Jal Shakti, Geological Survey of India (GSI) etc. The Authority may also consult the State Government or Central Government or such other Government agencies as it may deem appropriate.
- 3.1.2 The comments / queries raised by the Authority shall be promptly replied by the Generating Company / Project Developer preferably within a period of 7 working days and not more than 15 working days, failing which the DPR shall stand returned to the generating company.
- 3.1.3 Peripheral construction works for example access roads, reservoir rim etc. can be started by developer after DPR has been accepted by CEA for concurrence.

#### **3.1.3 Appraisal of DPR**

The Authority acts as a single agency in so far as concurrence of the Hydro Electric Schemes is concerned. However, as per the demarcation of responsibility in Govt. of India, the following aspects related to Hydro Electric Schemes are assigned to CWC/ MoJS :

- Hydraulic Structures for hydropower
- Water Management
- Flood Control
- Dam Safety
- Regulation and development of inter-state rivers and river basins
- Water laws legislation
- International water laws
- The matter regarding rivers common to India and neighboring countries

CEA therefore consults CWC/ MoJS on issues related to Inter-State/ International clearance, Hydrology, design of Hydraulic Structures, Dam design & Safety, Construction Material & geotechnical aspects, Construction methodology and Machinery, Cost of civil works, etc.

Typical Flow Chart showing different aspects to be appraised by concerned appraising groups of CEA & CWC etc. after submission of DPR is given at **Plate-1**.

The examination of a Hydro Electric Scheme is an interactive process and involves appraisal of various aspects like Design and safety of the dam, Hydel civil design, Electro-mechanical design, Geology, Construction material, Cost, project financing etc.

In order to appraise DPR expeditiously, the following procedure would be followed for furnishing of observations/ comments by appraising groups and compliance by the developers/ generating companies :

- i). Appraising groups will send their comments directly to developers/ generating companies with copies to HPA(CEA)/ PAO(CWC) and HPA(CEA) through e-mail) shall upload them to online DPR clearance portal of CEA (<https://ceaclearance.gov.in/>).
- ii). Developers/ generating companies will send their compliance to the comments directly to Appraising groups with copies to HPA(CEA)/ PAO(CWC) and HPA(CEA) through e-mail shall upload them to online DPR clearance portal of CEA (<https://ceaclearance.gov.in/>).

#### **3.1.4 Aspects to be appraised**

- i. **Justification of the Project:** The Authority examines the need/ justification of the project from anticipated power demand (both energy and peak) and reasonability of tariff of energy generation.
- ii. **Construction Methodology and Machinery:** Appraisal of the construction methodology and equipment used in the project construction.
- iii. **Cost Estimates**
  - a) **Cost Estimates of Civil Works:** After the designs of various works are frozen, the quantities of various components of civil works are checked for correctness. Analysis of rate of main works like excavation, concreting, RCC works, stripping, filling, grouting etc. based on hourly use rates of equipment is done and the estimated cost of civil works proposed in the DPR is finalized.
  - b) **Cost of Electro-Mechanical Works:** For appraisal of cost estimates of E & M Equipment/ Works, estimated cost is assessed based on cost data of similar equipment/ works in other projects for which concurrence have been accorded recently by CEA or orders have been placed recently or budgetary offers etc.
  - c) **Cost of Miscellaneous Works:** For appraisal of cost estimates of Miscellaneous Works, like security services, helicopter services, if required, setting up of one ITI, if required, etc., the estimated cost is assessed based on cost data of similar works/ services in other projects for which concurrence have been accorded recently by CEA or orders have been placed recently or budgetary offers etc.
  - d) **Cost Estimates of Transmission of Power and Communication Facilities (up to pooling point):** For appraisal of cost estimates of Transmission System Works (up to pooling point), estimated cost is assessed based on Schedule of rates, cost data of similar equipment/ works in other projects for which concurrence have been accorded recently by CEA or orders have been placed recently or budgetary offers etc.

Format for Abstract of Cost Estimates are attached at Annex-2(a). Format for Phasing of Expenditure is attached at Annex-2(b)

The Guidelines for availing grant of enabling infrastructure and Flood moderation component has been issued by MoP vide OM dated 28.09.2021 and amended vide OM dated 28.01.2022. These guidelines are enclosed as Appendix-(3) and (4). Developer shall refer to the latest version of these guidelines as amended from time to time for availing grant/ budgetary support for enabling infrastructure and flood moderation component.

- iv. **Construction Schedule:** Activity-wise, item-wise and year-wise targets/ schedule of construction for each of the major components of works as per detailed PERT Chart are examined.
- v. **Financial and Commercial Aspects:** Financing and financial analysis of the project including financial package, interest during construction, financial charges and tariff are examined.
- vi. **Clearance from Defence Angle:** If a hydroelectric scheme involves defence aspects, clearance of the project from Ministry of Defence is required.
- vii. **Clearance from MoEF&CC:** Development of Hydro Electric Schemes may have adverse impact on environment and ecology viz. deforestation, loss of bio-diversity including disappearance of rare species of animals and plants, soil erosion, faster rate of reservoir sedimentation, socio-economic implications, relocation and rehabilitation of people, increased seismic risk, change in aquatic system, climatic change, change in flow regimes downstream of the dam and outbreak of disease etc.

The Environment Impact Assessment and Environment Management Plans are to be prepared by the Generating Company / Project developer and submitted to MoEF&CC. The same are examined by MoEF&CC and cleared if found satisfactory. In case the project involves diversion of forest land, clearance is also required from forest angle from MoEF&CC under the Forest Conservation Act. For the schemes involving wild life sanctuary/ national park, recommendations/ approval of Indian Board of Wild Life is necessary.

Information on rehabilitation and resettlement aspects of the project viz. villages / families / persons affected, details of R&R Plan and its approval by MoEF&CC is also required.

Information on tribal population affected and status of clearance under Forest Rights Act/ from Ministry of Social Justice & Empowerment/ State Government is also necessary, if tribal population is affected.

For accord of Concurrence, the appraising groups in CEA/ CWC would examine following aspects/ chapters:

Sl. No.	Chapters/Aspects	Appraising Groups/ Directorate/Division	
		CWC	CEA
1	BoQ of E&M works		HE&TD
2	Cost of E&M and MiscWorks	-	HPA
3	Phasing of E&M and Misc. works	-	HPA
4	Cost of Transmission Works upto Pooling Point	-	PSPA
5	Phasing of Transmission Works	-	PSPA

	upto Pooling Point		
6	Legal aspects	-	Legal
7	Construction Power Aspects	-	HPA
8	Plant Planning	CB&P&M	
9	Civil quantities	-	CD
10	Civil Cost	CA-HWF	
11	Phasing of Civil Works	-	CD
12	Financial & Commercial aspects	-	F&CA

3.1.5 For hydroelectric schemes selected through tariff based competitive bidding, the Authority shall examine the technical viability consistent with the provisions of the Act.

### **3.2 Concurrence to the Scheme**

3.2.1 In case the Hydro Electric Scheme is found technically and economically viable with necessary inputs and clearances having been tied-up, the Authority may accord concurrence for implementation of the Hydro Electric Scheme, under Section 8 (2) of the Electricity Act, 2003.

3.2.2 The intimation regarding accord of concurrence to hydroelectric schemes is conveyed to the Generating Company / Project Developer, Ministry of Power, Planning Commission, other concerned Government Departments, State Govt. and appropriate Regulatory Commission.

### **3.3 Submission of updated DPR**

3.3.1 During the appraisal process, a number of changes are suggested by CEA/CWC/GSI/CSMRS which have an impact on the design and cost of the scheme. The Generating Company / Project Developer is required to update the DPR incorporating all the suggested modifications as agreed by them during the deliberations and submit the same on compact disk along with 6 (six) nos. of hard copies for record of the Authority.

3.3.2 The Generating Company / Project Developer is also required to submit the updated DPR to concerned State Government, the Regulatory Commission and the Transmission Utility under intimation to the Authority.

### **3.4 Information regarding Financial Closure**

After the finances for the project is tied up, the Generating Company / Project Developer shall inform the details of the financial package to the Authority.

### **3.5 Time Frame for accord of Concurrence**

In case the Hydro Electric Scheme is found technically and economically viable with necessary inputs/ clearances having been tied up, the Authority may accord concurrence for implementation of the hydroelectric scheme, as far as practicable, within a period of 125 (one hundred and twenty five) days (excluding time taken by the Developer for compliance of observations of CEA/ CWC/ GSI/ CSMRS etc.) from the date of submission of 8 sets of DPR complete in all respects/ acceptance of Complete DPR by CEA from Developer.

### **3.6 Validity of Concurrence**

- 3.6.1 In case the time gap between the concurrence to the scheme by the Authority and the actual start of the work of the project by the generating company is three years or more, a fresh concurrence of the Authority shall be obtained by the Generating Company/ Project Developer before the start of actual work.

Revalidation of Concurrence can also be considered, in case the reasons for not starting of works are beyond the control of generating company. However, proposal for revalidation shall be submitted three months before the expiry of validity of Concurrence, which is three years from the date of issue of Concurrence letter.

The Generating Company may apply for revalidation of the Concurrence giving justification after getting due authorization of the appropriate Government. The Authority will consider the request for extension of the validity based on the merit.

- 3.6.2 The Authority reserves the right to revoke the concurrence, if the conditions stipulated in the Office Memorandum conveying the Concurrence are not complied with to the satisfaction of the Authority.

### **3.7 Transfer of Concurrence**

In case, any generating company acquires any Hydro Electric Scheme already Concurred / Appraised by the Authority through NCLT or through allotment by State Government or by any other means, shall apply for its Transfer of Concurrence / Appraisal to the Authority in accordance with the procedure laid down by the Authority (given at Appendix-2).

### **3.8 Subsequent changes in the Project parameters**

In case, there are major changes in the parameters of the project viz. type of development (storage/ ROR), type & height of dam, live storage, design head, installed capacity, number of units, type of turbine, type of power house, transmission voltage etc, from those concurred by the Authority necessitated on account of site conditions, the same need to be brought to the notice of the Authority with appropriate justification for its approval prior to implementation of such changes in the project.

### **3.9 Availability of Guidelines**

Central Electricity Authority's "Guidelines for Acceptance, Examination and Concurrence of Detailed Project Reports for Hydro Electric Schemes" are available on the Authority's website ([www.cea.nic.in](http://www.cea.nic.in)).

Central Electricity Authority's "Guidelines for Formulation of Detailed Project Reports for Hydro Electric Schemes" are available on the Authority's website ([www.cea.nic.in](http://www.cea.nic.in)).

## Abstract of Cost Estimates

Name of Project:

Present Price level : \_\_\_\_\_

Zero Date : \_\_\_\_\_

Construction Period : \_\_\_\_\_

FE Rate : \_\_\_\_\_

## i). Cost estimates at Present Price Level :

Item	Indian Component	Foreign Component		Total
	(₹ Lakhs)	fc	(Eqvt. in ₹ Lakhs)	
1. Cost of Civil Works (As per Annex-Civil)				
2. Cost of Electro-Mechanical Works (As per Annex-S)				
3. Cost of Miscellaneous Works (As per Annex-Misc)				
4. Cost of Transmission System Works (up to pooling point) (As per Annex-TS)				
Total Cost of Works (Hard Cost) (1+2+3+4)				
IDC & FC				
Total Project Cost including IDC & FC				

fc : Foreign Currency, FC: Financing Charges

## ii). Cost estimates at Completion Level :

Item	Indian Component	Foreign Component		Total
	(₹ Lakhs)	fc	(Eqvt. in ₹ Lakhs)	
1. Cost of Civil Works (As per Annex-Civil)				
2. Cost of Electro-Mechanical Works (As per Annex-S)				
3. Cost of Miscellaneous Works (As per Annex-Misc)				
4. Cost of Transmission System Works (up to pooling point) (As per Annex-TS)				
Total Cost of Works (Hard Cost) (1+2+3+4)				
IDC & FC				
Total Project Cost including IDC & FC				

fc : Foreign Currency, FC: Financing Charges

Average Annual Escalation Factor during pre-construction and construction period:

1. Civil Works : ----- %
2. E&M Works : ----- %
3. Misc Works : ----- %
4. Transmission System Works: ----- %

## Abstract of Cost Estimates of Civil Works

Name of Project :

Present Price level : \_\_\_\_\_

Item	Amount (₹ Lakhs) at Present Price Level	Amount (₹ Lakhs) at Completion Level
<b>i). Direct Cost</b>		
<b>I- Works</b>		
A- Preliminary		
B- Land		
C-Civil Works		
J- Power Plant Civil Works		
K-Building		
M-Plantation		
O-Miscellaneous		
P-Maintenance during Construction		
Q-Special T & P		
R-Communication		
X-Environment & Ecology		
Y-Losses on stock		
<b>Total (I- Works)</b>		
II. Establishment		
III. Tools And Plants		
IV. Suspense		
V. Receipt And Recoveries		
<b>Total (Direct Cost)</b>		
<b>ii). Indirect Cost</b>		
a). Capitalization of Abatement of Land Revenue		
<b>Total (Indirect Cost)</b>		
<b>Total Cost Civil Works(i+ii)</b>		

- Note :
1. Head-wise cost of civil works to be furnished in annex forms as per "Guidelines for preparation for project estimates for River Valley Projects" issued by CWC.
  2. The details of civil works under sub-heads shall be given in Annex and numbered in similar way of main head. For example, Annex giving details of works under sub-heads of main head "C-Works" shall be numbered as Annex-C(1), Annex-C(2), etc.



\_\_\_\_\_ H.E. Project ( \_\_\_\_\_ MW)  
(Abstract of Cost Estimates of Electro Mechanical Works)

Present Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

Sl. No.	Item Particulars	Cost of Equipment, Services, Overheads and Taxes & Duties				
		Indian Component (₹ Lakhs)	Foreign Component		Total	
			(fc)	(Eqvt. in ₹ Lakhs)	At Present Price level (₹ Lakhs)	At Completion level (₹ Lakhs)
1.	<b>Preliminary – Annex – S(1)</b> <b>GST (as applicable) on 1</b>					
	<b>Sub-Total (Preliminary)</b>					
2.	<b>Generating Plant and Auxiliaries</b> a) Generating Units and Associated Accessories – <b>Annex –S(2)</b> b) Auxiliary electrical equipment for power station – <b>Annex –S(3)</b> c) Auxiliary mechanical equipment and services for power station- <b>Annex–S(4)</b> d) <b>GST (as applicable) on 2 (a), 2(b) &amp; 2 (c)</b> e) Transportation, handling and Insurance charges @ 6% of 2 (a),(b) & (c) f) <b>GST (as applicable) on 2 (e)</b> g) Erection and commissioning charges @ 8% of 2(a), (b), (c) & (d) excluding spares h) <b>GST (as applicable) on 2 (g)</b>					
	<b>Sub-Total (Generating Plant and Equipment)</b>					
3	<b>Switchyard and Pothead Yard Equipment &amp; Services</b> a) Substation equipment, auxiliary equipment and service of switchyard - <b>Annex –S(5)</b> b) <b>GST (as applicable) on 3 (a)</b> c) Transportation, handling and insurance charges @ 6% of 3 (a) d) <b>GST (as applicable) on 3 (c)</b> e) Erection and commissioning charges @ 8% of 3 (a) excluding spares. f) <b>GST (as applicable) on 3 (e)</b>					
	<b>Sub-Total (Substation Equipment, Auxiliary Equipment and Service of Switchyard)</b>					
4	Contingencies @ 1% on items 2 & 3					
5	Tools and Plants @0.5% of item 2, & 3					
6	<b>Sub-Total (Item 1 to 5)</b>					
7	Establishment (As per para 16.5 of Chapter XVI)					
	<b>GRAND TOTAL (6 + 7)</b>					

fc : Foreign Currency

\_\_\_\_\_ H.E. Project ( \_\_\_\_\_ MW)  
**Cost Estimates of Electro Mechanical Works**  
**(Preliminary Works)**

Present Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

Sl. No.	Item Particulars	Quantity	Rate (₹/ fc)	Services Cost			Total	
				Indian Component	Foreign Component		Total	At Present Price Level (₹ Lakhs)
					(fc)	(Eqvt. in ₹ Lakhs)		
1	2	3	4	5	6	7	8=5+7	11=8+10
1	Design & Consultancy Charges							
2	Model Testing for Turbine							
	<b>Total</b>							

fc : Foreign Currency

## Annex – E&amp;M(2)

\_\_\_\_\_ H.E. Project ( \_\_\_\_\_ MW)  
**Cost Estimates of Electro Mechanical Works**  
**(Generating Units and Associated Accessories)**

Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

Sl. No.	Item Particulars	Quantity	Rate (₹/ fc)	Equipment Cost			Custom Duty		Total		
				Indian Component (₹ Lakhs)	Foreign Component		Total (₹ Lakhs)	Rate (%)	Amount (₹ Lakhs)	At Present Price Level (₹ Lakhs)	At Completion Level (₹ Lakhs)
					(fc)	(Eqvt. in ₹ Lakhs)					
1	2	3	4	5	6	7	8=5+7	9	10=8x9	11=8+10	12
1	a) Turbine-Generator units _____ MW, _____ RPM, _____ m head, 0.85 p.f., _____ kV complete with allied equipment such as MIV, Governor, AVR, excitation system etc. b) Cooling water system comprising pump sets, valves, piping, etc. c) Drainage and Dewatering systems d) HP & LP Compressed Air System including pipes and valves e) Spares @ 5% on item 1(a) to 1(e) (including one spare runner)										
2	_____ kV, _____ A Isolated Phase Bus Duct/ Segregated Phase Bus Duct for Generator- Transformer Connection including LAVT, NGT & ICT, Surge Protection & Neutral Earthing system										
3	Supervisory Control and Data Acquisition System (SCADA)										
4	Unit Control & Protection Panels										
5	_____ kV, _____ - A, Generator Circuit Breaker (if provided)										
6	Lubricating oil & Governor oil for first filling										
7	Pressure Shaft Valve ( _____ m dia)										
8	Spares @ 3 % on items 2 to 7										
	<b>TOTAL</b>										

fc : Foreign Currency

\_\_\_\_\_ H.E. Project ( \_\_\_\_\_ MW)  
**Cost Estimates of Electro Mechanical Works**  
**(Auxiliary Electrical Equipment for power station)**

Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

Sl. No.	Item Particulars	Quantity	Rate (₹/ fc)	Equipment Cost			Custom Duty		Total		
				Indian Component (₹ Lakhs)	Foreign Component		Rate (%)	Amount (₹ Lakhs)	At Present Price Level (₹ Lakhs)	At Completion Level (₹ Lakhs)	
					(fc)	(Eqvt. in ₹ Lakhs)					
1	2	3	4	5	6	7	8=5+7	9	10=8x9	11=8+10	12
1.	Step up Transformer (Rating ___ kV, ___ MVA, ___ Phase, ___ Type)										
2.	Unit Auxiliary Transformer (Rating ___ kV, ___ MVA, ___ Type)										
3.	Station Service Transformer (Rating ___ kV, ___ MVA, ___ Type)										
4.	HT/LT AC Switchgear for power supply to PH complex, Pothead yard, BFV and Dam site										
5.	DC Batteries, Battery charging equipment, D.C. Distribution Board with D.C. switchgear (Rating ___ V, ___ AH & ___ V & ___ AH)										
6.	Diesel generating set (Rating ___ kV, ___ kVA) (In addition to construction power)										
7.	Control & Power cables										
8.	Cable Racks, Trays, Supporting Structure and Accessories										
9	CCTV, Surveillance System & Telecommunication Equipments										
10.	Ground Mat & Earthing for Dam, PH complex and Pothead yard										
11.	Illumination of PH complex, BFV house chamber, Pothead yard and Dam site										
12	Electrical Workshop										
13.	Electrical Test Lab & Testing Equipments										
14	<b>Sub-Total (items 1 to 9)</b>										
15.	Spares @ 3% on items 14										
	<b>TOTAL</b>										

fc : Foreign Currency

\_\_\_\_\_ H.E. Project ( \_\_\_\_\_ MW)  
**Cost Estimates of Electro Mechanical Works**  
**(Auxiliary Mechanical Equipment and Services for power station)**

Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

Sl. No.	Item Particulars	Quantity	Rate (₹/ fc)	Equipment Cost			Custom Duty		Total		
				Indian Component (₹ Lakhs)	Foreign Component		Total (₹ Lakhs)	Rate (%)	Amount (₹ Lakhs)	At Present Price Level (₹ Lakhs)	At Completion Level (₹ Lakhs)
					(fc)	(Eqvt. in ₹ Lakhs)					
1	2	3	4	5	6	7	8=5+7	9	10=8x9	11=8+10	12
1.	Electrical Overhead Traveling crane for PH (Capacity_____ T)										
2.	Electrical Overhead Traveling crane for GIS (Capacity_____ T)										
3	Electrical Overhead Traveling crane for BFV House (Capacity_____ T)										
4.	Electric lifts and elevators										
5.	Fire fighting equipment with storage tanks, pipes, pumps, valves etc.										
6.	Heating, Ventilation and Air conditioning										
7.	Potable Water Supply for PH complex and Pothead yard										
8.	Oil handling equipment with pipes, valves, tanks, purifiers										
9.	Workshop machines and equipment										
<b>10</b>	<b>Sub-Total (Item 1 to 8)</b>										
11	Spares @ 3% for item No.10										
	<b>TOTAL</b>										

fc : Foreign Currency

\_\_\_\_\_ H.E. Project ( \_\_\_\_\_ MW)  
**Cost Estimates of Electro Mechanical Works**  
**(Switchyard and Pothead Yard Equipment & Services)**

Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

Sl. No.	Item Particulars	Quantity	Rate (₹/ fc)	Equipment Cost			Custom Duty		Total		
				Indian Component (₹ Lakhs)	Foreign Component		Rate (%)	Amount (₹ Lakhs)	At Present Price Level (₹ Lakhs)	At Completion Level (₹ Lakhs)	
					(fc)	(Eqvt. in ₹ Lakhs)					
1	2	3	4	5	6	7	8=5+7	9	10=8x9	11=8+10	12
1.	___ kV Pothead yard/ Switchyard equipment including coupling capacitors, wave traps, LAs etc.										
(a)	___ kV, ___ A, Circuit breaker										
(b)	Isolator/Pantograph with/without earthing blade (Rating ___kV )										
(c)	Current transformers (Rating ___KV )										
(d)	Potential transformers /CVT (Rating ___kV)										
(e)	Lightning arrestors (Rating ___kV )										
(f)	Post Insulator & VT										
(g)	Wave traps (Rating ___kV )										
2	___ kV GIS Bays										
3	___ kV XLPE Cable/ GIB (Gas Insulated Bus Duct)										
4	___ Phase, ___, MVAR, ___ kV, _____ Type Shunt Reactor										
5	Bus conductors, hardware and isolators										
6	Protection Panel for Bus, Line and Reactor										
7	D.C. battery, charger and associated equipment										
8	Fire protection System										
9	PLCC Equipment										
10	Gantry, Foundation for structures & miscellaneous civil works for other equipment, like Shield wire, Insulators, Lightning Masts										
11	Fencing and security										
12	<b>Sub-Total (1 to 7)</b>										
13	Spares @ 3% for items 12										
	<b>Total</b>										

fc : Foreign Currency

\_\_\_\_\_ H.E. Project (\_\_\_\_\_ MW)  
**Cost Estimates of Miscellaneous Works**

Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

Sl. No.	Item Particulars	Quantity	Rate (₹/ fc)	Services Cost			GST		Total		
				Indian Component (₹ Lakhs)	Foreign Component		Total (₹ Lakhs)	Rate (%)	Amount (₹ Lakhs)	At Present Price Level (₹ Lakhs)	At Completion Level (₹ Lakhs)
					(fc)	(Eqvt. in ₹ Lakhs)					
1	2	3	4	5	6	7	8=5+7	9	10	11=8+10	12
1	Security Services										
2	Helicopter Services, if required										
3	Setting up of Industrial Training Institute, if required *										
	Total (Miscellaneous Works)										

fc : Foreign Currency

\* : As per CEA recommendation dated 08.10.2009

\_\_\_\_\_H.E. Project (\_\_\_\_\_MW)

**Abstract of Cost Estimates of Transmission System Works (up to pooling point)**

Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

<b>S. No.</b>	<b>Description</b>	<b>Amount at Present Price Level (₹ Lakhs)</b>	<b>Amount at Completion Level (₹ Lakhs)</b>
1	Line and Termination Bay (including spares) (as per Annex-TS(1))		
2	Transportation and handling charges		
3	Erection, Testing and Commissioning Charges (excluding spares)		
4	<b>Sub-Total(1,2 &amp;3)</b>		
5	Contingency on 4		
6	Tools & Plant on 4		
7	<b>Sub-Total(4,5 &amp;6)</b>		
8	GST on 7		
9	Establishment Charges		
10	Forest & Land Compensation		
11	Crop & Tree compensation		
	<b>Total</b>		



**Cost of Transmission line (up to Pooling Point) and Terminating Bays**

Price level: \_\_\_\_\_

FE Rate : \_\_\_\_\_

S.No	Description	Unit	Qty	Rate (₹ Lakhs)	Amount (₹ Lakhs)
					qty*rate
1	Transmission line	Kms		A	
2	Terminating Bays	No			
3	Spares for above				
	<b>TOTAL</b>				

**CALCULATION SHEET FOR DETERMINATION OF A (cost of transmission line)**

Base Cost of Transmission Line	
Add y% for line less than 100 km	
Add z% for completion of 24 months	
Add for OPGW & communication	
<b>TOTAL</b>	<b>A</b>

**PRESENT DAY AND COMPLETED COST  
(Phasing of Expenditure of Hard Cost)**

Name of the Project :

Capacity : \_\_\_\_\_ MW

Present Price level : \_\_\_\_\_

Zero Date : \_\_\_\_\_

Construction Period : \_\_\_\_\_

FE Rate : \_\_\_\_\_

1. Civil Works :

Average Annual Escalation Factor : \_\_\_\_\_ %

(₹ Lakhs)

Sl. No.	Item	Present day Cost	Expenditure incurred till date	Anticipated expenditure up to zero date	6-Monthly phasing						Cost at Completion level
					6	12	18	24	30	.....	
	<b>Escalation Factor</b>										
	<b>i) DIRECT COST</b>										
	<b>I- WORKS</b>										
	A- Preliminary										
	B- Land										
	C-Civil Works										
	J- Power Plant Civil										
	K-Building										
	M-Plantation										
	O-Miscellaneous										
	P-Maintenance										
	Q-Special T & P										
	R-Communication										
	X-Environment & Ecology										
	Y-Losses on stock										
	<b>TOTAL (I- WORKS)</b>										
	II- Establishment										
	III- Tools and Plants										
	IV- Suspense										
	V- Receipt and recoveries										
	<b>TOTAL (DIRECT COST)</b>										
	<b>ii) INDIRECT COST</b>										
	a) Capitalized value of abatement of land revenue										
	<b>TOTAL (INDIRECT COST)</b>										
	<b>TOTAL (CIVIL COST)</b>										

## 2. E&M Works :

Annual Escalation Factor (Indian Component) : \_\_\_\_\_%

Annual Escalation in FE Rate (Foreign Component) : \_\_\_\_\_%

Sl. No.	Item	Present day Cost	Expenditure incurred till date	Anticipated expenditure up to zero date	6-Monthly phasing						Completion Cost
					6	12	18	24	30	.....	
	<b>Escalation Factor(IC)</b>										
	<b>Escalation Factor(FC)</b>										
	<b>I. E&amp;M EQUIPMENT</b>										
	i). EOT Crane										
	ii). T.G. Sets										
	iii). Bus Duct										
	iv). Penstock Valves										
	v). Power Transformer										
	vi). Protection and Relay Panels										
	vii). AC Supply System										
	viii). Switchyard										
	ix). GIS										
	x). Power and Control Cables										
	xi). SCADA										
	xii). Electrical Auxiliaries										
	xiii). Mechanical Auxiliaries										
	xiv). Initial Spares (IC)										
	xv). Initial Spares (FC)										
	<b>TOTAL (E&amp;M EQUIPMENT)</b>										
	<b>II. SERVICES</b>										
	i). Preliminary Works										
	ii). Freight & Insurance										
	iii). Erection & Commissioning										
	<b>Total (Services)</b>										
	<b>III. TAXES &amp; DUTIES</b>										
	i). Custom Duty										
	ii) GST										
	<b>TOTAL (TAX &amp; DUTIES)</b>										
	<b>IV. OVERHEADS</b>										
	i). Establishment										
	ii). Contingencies										
	iii). Tools & Plants										
	<b>TOTAL (OVERHEADS)</b>										
	<b>TOTAL (E &amp; M COST)</b>										

### 3. Miscellaneous Works :

Average Annual Escalation Factor: \_\_\_\_\_%

(₹ Lakhs)

Sl. No.	Item	Present day Cost	Expenditure incurred till date	Anticipated expenditure up to zero date	6-Monthly phasing						Cost at completion level
					6	12	18	24	30	...	
	Escalation Factor										
	i). Security										
	ii). Helicopter Service, if required										
	iii). Setting up of Industrial Training Institute, if required										
	Total (Misc Cost)										

### 1. Transmission System Works (upto Cooling Point) :

Average Annual Escalation Factor: \_\_\_\_\_%

(₹ Lakhs)

Sl. No.	ITEMS	Present Day Cost	6-Monthly phasing						Cost at completion level
			6	12	18	24	30	.....	
1	Transmission Line Including Transportation and E, T & C								
2	Termination Bay								
3	Taxes and Duties								
4	Overheads								
5	Total Cost (Transmission works up to pooling point)								

Note: Present day cost of each item/ group of items (Annex-2c) will be phased on half yearly basis and escalated at a rate based on prevailing indices to arrive at completed (Escalated) cost.

## ESTIMATED COST OF PROJECT & FINANCIAL PACKAGE SUMMARY

### A. ESTIMATED COST OF PROJECT

1	Name of Project							
2.	Capacity (MW)							
3	Name of Promoter							
4	Location							
5	State							
Sl. No.	Item	Currency	Foreign Currency Component			Indian Component (₹ Crores)	Total Cost (₹ Crores)	% of total cost
			Amount	Exchange Rate @	Equivalent in ₹ Crores			
(1)	(2)	(3)	(4)	(5)	(6)=(4)x(5)	(7)	(8)=(6)+(7)	(9)
1	<b>Hard Cost</b> (excluding IDC & Financing Charges)	(i)...						
		(ii)....						
		(iii)....						
		(iv)...						
	Sub-Total (1) =							
2	<b>IDC (@@)</b>							
	(i) Debt Package-I							
	(ii) Debt Package-II							
	(iii) Debt Package-III							
	Sub-Total (2) =							
3	<b>Financing Charges</b>							
	(i) Debt Package-I	(i)...						
	(ii) Debt Package-II	(ii)						
	(iii) Debt Package-III	(iii)....						
	(iv) Others (if any)	(iv)...						
	Sub-Total (3) =							
	<b>GRAND TOTAL (1+2+3)</b>							

#### NOTES:

- (i) @ - Exchange Rate prevailing at the time of price level of the cost.
- (ii) @@ - Detailed calculation for interest during construction (IDC) shall be attached separately for each Debt Package (in respective currencies) clearly indicating Drawl of funds, phasing of expenditure & Gestation Period etc.
- (iii) If the currencies or Debt Packages are more, the additional Columns / Rows may be suitably inserted.

## B. FINANCIAL PACKAGE SUMMARY

### B1. DEBT FINANCING

Sl. No.	Source/ Name of Agency	Currency	Foreign Currency Component			Interest rate % (Fixed) Floating	Repayment period (Years)	Moratorium period (if any) (Years)
			Amount	Exchange rate @	Equivalent in ₹ Cr			
(1)	(2)	(3)	(4)	(5)	(6)=(4)x(5)	(7)	(8)	(9)
(a)	<b>Foreign Debt</b>							
1	Source I							
2	Source II							
			Sub-Total (a) =					
(b)	<b>Domestic Debt</b>							
1	Source I							
2	Source II							
			Sub-Total (b) =					
		TOTAL DEBT (a) + (b) =						

### B2 EQUITY FINANCING

Sl.No.	Source/ Name of Equity Partners	Currency	Foreign Currency Component			Remarks
			Amount	Exchange rate @	Equivalent in ₹ Cr	
(1)	(2)	(3)	(4)	(5)	(6)=(4)x(5)	(7)
(a)	<b>Foreign Equity</b>					
1	Promoters					
2	Others					
			Sub-Total (a) =			
(b)	<b>Domestic Equity</b>	₹	.....			
1	Promoters	₹	.....			
2	Others	₹	.....			
3	Public Issue (If any)					
			Sub-Total (b) =			
		TOTAL EQUITY (a) + (b) =				
<b>DEBT + EQUITY (B1 + B2) =</b>			<b>DEBT : EQUITY RATIO =</b>			

### FINANCING CHARGES #

Sl.No.	Item	Upfront charges (₹ Cr.)	Commitment charges (₹ Cr.)	Guarantee Fees (₹ Cr.) @	Others (if any) (₹ Cr.)	Total Financing Charges (₹ Cr)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(3)+(4)+(5)+(6)	(8)
	<b>DEBT</b>						
1	Source I						
2	Source II						
3	Source III						
	<b>EQUITY</b>						
1	Public Issue Charges						
					Total		

# - Financing Charges as applicable for the Project may be indicated.

@ - Exchange Rate prevailing at the time of submission of DPR/Documents.

**Checklist – 1 (To be examined in HPA Division, CEA)**

<b>S. No</b>	<b>ITEM</b>	<b>REMARKS</b>
1.	Name of the project	
2.	Location a) State(s) b) District(s) c) Taluka(s)/Tehsil(s) d) Basin e) River f) Longitude/Latitude g) Survey of India Topographical Map reference No.(s) h) Earthquake Zone number i) Complete address for correspondence along with pin code/ e-mail, FAX, Telephone numbers of Nodal Officer and Alternate Nodal Officer.	
3.	Whether the scheme is included in the National Electricity Plan. If so, whether the capacity and type of the scheme are same as given in the NEP.	* Yes / No
4.	Category of the project a) Power Project b) Power Project having reservoir for flood moderation. c) Multipurpose Project	*
5.	In case of category 4c) above, whether the clearance of Technical Advisory Committee of Ministry of Jal Shakti is available.	* Yes / No
6.	Mode of formation of the Generating Company in terms of Clause-2(28) of Electricity Act, 2003.	*
7.	Whether the Generating Company is Registered with the Registrar of the Company. Whether Article of Association has Generation as one of the objectives of the Company	* Yes / No
8.	What is the mode of allocation of the scheme whether through i) MOU route upto 100 MW ii) Tariff based bidding iii) MOU route with equity participation of State Govt. If so %age of State Govt. equity iv) Any other mode	*
9.	Whether authorization of the Competent Government in favour of the company to establish, operate and maintain specific Power Station available	* Yes /No
10.	Whether land availability Certificate from State Government available	Yes/No
11.	Whether State Govt. authorised the company to utilize water of that stretch of river.	Yes/No
12.	Whether power/energy benefits have been estimated on the updated hydrological series.	*Yes /No

13.	Whether Cost Estimates enclosed Present Day & Completed Cost - For Generating Companies in Central, State, Private and Joint Sectors and For SEBs & State power Utilities	*Yes/No
14.	Financial Analysis/ How the project is going to be financed.	
15.	Whether arrangement for absorption/ dispatch of power made	Yes/ No
16.	Whether arrangements for wheeling/ evacuation of Power made	Yes/ No
17.	Whether any agreement with the transmission company to provide evacuation system made. If so details of the agreement.	Yes/ No
18.	Whether Consent of STU/ State Govt. for availability of off peak power/energy (for pumped storage scheme) is obtained.	Yes/ No
19.	Whether salient features of the Project filled up in the prescribed format.	Yes/ No
20.	Status of CWC /other affected States clearance from inter-state angle, if applicable	*
21.	Status of Defence clearance, if required	
22.	Whether the area is likely to have any Environmental and Ecological problems due to the altered surface water pattern If yes, whether preventive measures have been discussed	Yes/No
23.	Status of MoEF&CC Clearance from Environment/ & Forest angle	
24.	Status of Clearance from Indian Board of Wild-Life	
25.	Status of Clearance under Forest Rights Act from Ministry of Social Justice & Empowerment/ State Government (In case Scheduled Tribe population is affected)	
26.	Whether Rehabilitation and Resettlement Plan from State Revenue Department enclosed.	Yes/No
27	Whether approvals of CEA/ CWC/ GSI/ CSMRS have been obtained and included in the DPR in respect of following aspects -	*
	i). Gen. Layout by HCD Dte., CWC & HE&TD Div., CEA	Yes/No
	ii). Hydrological Aspects by Hydrology Dte., CWC	Yes/No
	iii). Power Potential Aspects by HPA Div. CEA	Yes/No
	iv). Foundation Engg. and Seismic Aspects and GLOF studies (if any) by FE&SA Dte, CWC	Yes/No
	v). Geological Aspects by GSI	Yes/No
	vi). Construction Material Aspects by CSMRS	Yes/No
	vii). Inter-State Aspects by ISM Dte, CWC	Yes/No
	viii). ROR/ Storage Aspects by Standing Technical Committee/ Pondage (as per IWT, if applicable), HP&I Div., CEA	Yes/No
	ix) Design of transmission system upto pooling point by PSPA Div., CEA	Yes/No
	x) Dam/Barrage Design aspects by CMDD/BCD Dte., CWC	Yes/No



	xi) Gates/HM Design aspects by Gates Design Dte., CWC	Yes/No
	xii) Instrumentation aspects by Instrumentation Dte., CWC	Yes/No
	xiii) Hydel Civil Design aspects by HCD Dte., CWC	Yes/No
	xiv) E&M Design aspects by HE&TD Div, CEA	Yes/No
28	International Clearance by MoJS	Yes/No

Note : In case marked 'Yes' in the Check List, attach the supporting document.

\* : Must for examination of DPR

**Checklist – 2 (To be examined in CEA/CWC /GSI/ CSMRS)**

- A. Following chapters/documents should be available in the DPR
- i) Basin Planning
  - ii) Power supply position in the State and justification of the scheme from power demand and supply considerations
  - iii) Project layout map and drawings
  - iv) Hydrology
  - v) Power Potential Studies (Considering E-Flows, if applicable)
  - vi) Geology
  - vii) Construction Material and Geotechnical aspects
  - viii) Foundation Engineering and Seismicity aspects
  - ix). Inter-State/ International aspects
  - x) Design of civil structures
  - xi) Design of Electrical & Mechanical equipment
  - xii) Power evacuation aspects (Transmission of Power and Communication Facilities (upto Cooling Point)).
  - xiii) Estimated cost along with basis of preparation of cost and documentary support
  - xiv) Financial analysis
  - xv) Environment and ecology
  - xvi) Set of drawings giving general layout of the project, civil components, E&M equipment, Single Line switching scheme etc.
- B. Completeness and relevance of material given in the above chapters needs to be checked.

Government of India  
Central Electricity Authority  
Sewa Bhavan, R.K.Puram  
New Delhi-110066.

No. CEA/103/18/2010-HPA/1452

Dated : 29<sup>th</sup> December, 2010

OFFICE MEMORANDUM

Subject: Modified modalities for transfer of Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of future J&K Projects) of Hydro Electric Schemes already cleared/ concurred/ appraised by CEA.

Modalities of simplified transfer of Techno-Economic Clearance of Hydro Electric Schemes already cleared by CEA were issued by CEA vide letter no. 103/18/98/HAD/CEA dated 8-10-99. After enactment of 'The Electricity Act, 2003', these have been modified and the modified procedure is given below which supersedes the earlier one:

I. FOR SCHEMES WITHOUT ANY CHANGE IN SCHEME FEATURES AND COST ESTIMATES

- i) In case the new agency furnishes a certificate to the effect that there is no change in the cost estimates and the project features as were cleared/ concurred/ appraised by the Authority originally, the Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects) will be transferred to it by the approval of Authority in its internal meeting on receipt of the following:
  - a) A request by the new agency for transfer of Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects).
  - b) Approval of the Competent Government(s) for transfer of the scheme to the new agency
  - c) Implementation Agreement between the new agency and the Competent Government (s).
  - d) Certificate to the effect that developer would abide by stipulations of Electricity Act, 2003 and Amendments there to.
  - e) Certificate to the effect that developer would abide by the provisions of Hydro Power Policy 2008 and other policies & guidelines etc. issued by the Govt. of India from time to time.
  - f) Certificate to the effect that developer would abide by the provisions of "Guidelines for participation of foreign companies in tenders for work packages of Hydroelectric Projects in sensitive areas, 2009" (**Annexure**) and seek prior clearance from Ministry of Home Affairs, if applicable, and not obtained earlier.

- ii) The above transfer of Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects) shall be subject to furnishing the following by the new agency within ONE YEAR of the transfer of Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects).

- a) Valid Environment and Forest clearance in the name of the new agency.
- b) Clearance of CWC from inter-State/ Country aspects. Clearance from MOWR, if so warranted.

II. FOR SCHEMES ENVISAGING CHANGES IN SCHEME FEATURES AND / OR COST ESTIMATES

- i) In case the new agency envisages changes in the parameters of the project and/or cost estimates with respect to the Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects) already accorded by the Authority, the "In Principle" transfer of Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects) in the name of new agency shall be effected, on submission of the documents mentioned at 1(i) (a)/ (b)/ (c)/ (d)/ (e)/ (f). Such transfer shall be valid for a period of TWO YEARS within which, the new agency shall furnish the following in respect of the revised scheme, for consideration of fresh Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects), by the Authority as per the extant procedure being followed for accord of Concurrence/ Appraisal (in case of J&K Projects) to new schemes:
- a) Preparation and submission of DPR as per prevalent guidelines issued by CEA.
  - b) Updated hydrology, optimization studies, technical parameters, Cost estimates, etc., with supporting design calculations, details, drawings etc.
  - c) Comparative statement of features as Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects) and as now proposed with justification for necessitating changes.
  - d) Clearance of CWC from Inter-State/Country aspects. Clearance from MOWR, if so warranted.
  - e) Valid Environment and Forest clearance in the name of the new agency.

Authority shall have the right to revoke the transfer of Techno Economic Clearance (TEC)/ Concurrence/ Techno-Economic Appraisal (TEA)/ Appraisal (in case of J&K Projects), if any, of the conditions stipulated in para I & II above are not fulfilled.

Sd/-

(Rakesh Goyal)  
Secretary, CEA

Copy to:

1. Minister of Power, Govt. of India, Shram Shakti Bhawan, New Delhi.
2. Secretary (Power), Ministry of Power, Shram Shakti Bhawan, New Delhi.
3. Special Secretary, Ministry of Power, Shram Shakti Bhawan, New Delhi.
4. Additional Secretary, Ministry of Power, Shram Shakti Bhawan, New Delhi.
5. Joint Secretary (Hydro), Ministry of Power, Shram Shakti Bhawan, New Delhi.
6. Chairperson, CEA
7. Chairman, CWC
8. Member (Hydro), CEA
9. All Members of CEA
10. All Members of CWC
11. Chief Secretary, All State Governments – with request for circulation to all developers of HE Projects in the State.
12. Secretary (Power), All State Governments
13. All Chairmen of SEBs
14. All State Vidyut Nigam Ltd.
15. CMDs of NHPC, SJVNL, THDC, NEEPCO, NTPC
16. All Chief Engineers, CEA
17. CERC
18. SERCs.
19. CEA Website.

No. 7/1/2002-DO(NHPC) [Vol.II]  
Government of India  
Ministry of Power

Shram Shakti Bhawan, Rafi Marg  
New Delhi, dated-03.09.2009

**OFFICE MEMORENDUM**

**Sub: Guidelines for participation of foreign companies in tenders for work packages of Hydroelectric Projects in sensitive areas.**

The Government hereby lays down the following guidelines for participation of foreign companies in tenders for work packages of Hydroelectric Projects in sensitive areas.

1. (a) These guidelines may be called "Guidelines for participation of foreign companies in tenders for work packages of Hydroelectric Projects in sensitive areas, 2009" and shall be applicable from the date of their issue.
2. (a) These guidelines have been framed, on the considerations that:-

National security will be a critical determinant while making choices in regard to hydro-electric projects in sensitive regions and border areas. Along the border, the concerned area may extend to a width of 50 kms on the Indian side of the international border with neighbouring countries. Every hydro-electric project, within this belt, with foreign participation of any form will need prior security clearance. This would extend to both public and private sector projects.

Prior clearance would apply in the case of similar hydro-electric projects being set up in certain sensitive locations, even if these are away from the border. Specific guidelines will be drawn up in consultation with the Ministry of Home Affairs to draw up a list of such sensitive locations.

Security aspects of hydro projects also need to be kept in view elsewhere as well. These would involve ensuring the safety and security of structures such as dams, intakes, tunnels, etc. Security implications shall inevitably form part of any pre-contract discussions and must be addressed prior to the actual commencement of the project or assigning of a project to any party.

3. (a) These guidelines shall be applicable to all Hydro-Electric Projects, being set up in the Central and State Sector and by Independent Power Producers with foreign participation of any form, regardless of the Project size or investment limit, located in the State of Jammu & Kashmir, in the North Eastern States including Sikkim and within an aerial distance of 50 kilometers on the Indian side of the international border with neighboring countries or of the line of control (LOC) with Pakistan, or the Line of Actual Control (LAC) with Tibet Autonomous region (China), or within any notified restricted/Protected areas, or within sensitive locations as identified by Ministry of Home Affairs from time to time.

4. (a) The State Government, before allotting any Hydro-Electric project covered by criteria at 3 above to a foreign company or to a company involving foreign collaboration in any form including Build Own Operate (BOO) or Build Operate Transfer (BOT), shall seek prior clearance from Ministry of Home Affairs.
- (b) Similarly, a Developer of any Hydro-Electric Project covered by the criteria at 3 above, before appointing a foreign contractor or sub-contractor, shall seek prior clearance from Ministry of Home Affairs, through the State Government concerned. The details of the foreign companies shall be provided by the Developer.
- (c) In case of a bid process for selection of a developer, contractor or sub-contractor such clearance from Ministry of Home Affairs shall be sought at the stage of Request for Qualification (RFQ).
5. (a) The Ministry of Home Affairs shall give its clearance/advise within 6 weeks on the reference from the State Government or from the Developer through the State government, as to whether the foreign developer/ contractor/ sub-contractor needs to be eliminated on the grounds of national security, invoking a clauses to be inserted in all bid documents to the effect that any bid can be rejected without assigning any reason.
- (b) The period of 6 weeks shall commence from the date complete details are made available in the reference/questionnaire to the Ministry of Home Affairs.
- (c) If the clearance/advise from Ministry of Home Affairs is not received within 6 weeks, the bid process would continue its normal course.
6. Once a foreign developer/ contractor/ sub-contractor has been qualified at the RFQ stage to submit his commercial bid, he should not be eliminated on the ground of national security.
- 7.(a) The project developer would evaluate and determine the optimum number of foreign employees required to be deployed at the project being awarded or sub-contracted to a foreign company, keeping in view the project's requirements, location and technical necessities. The number of foreign employees would be kept to the minimum and be confined only to technical/supervisory staff.
- (b) Foreign employees would ordinarily be expected to confine their stay and movements to the designated place of stay and project site. Any visits outside the project site in any Restricted/Protected areas would only be undertaken after permission from the competent authority is obtained through the company in which they are employed, failing which they will be liable to action as per prevalent rules and orders. It will be the specific responsibility of the developer to ensure that the contract with the foreign company carries a clause that if the personnel of that Company are found indulging in activities prejudicial to India's national security interest, then the project developer may cancel the contract without any liability.
- (c) The project developer shall furnish the list of foreigners (consultants, contractors, employees or retainers) proposed to be engaged in the project, with their full particulars (passport details, job profile/expertise, duration/location of stay, etc.) well in advance, which would be vetted before issue of visa.

- (d) The Ministry of Power will certify in case of CPSUs, the project completion time and the requirement of the foreign personnel, while in case of all other projects, this will be certified by the concerned State Government.
8. (a) The Ministry of External Affairs in consultation with Ministry of Home Affairs will decide on the kind of Visa to be issued.
- (b) While issuing visa/work permits, the Ministry of External Affairs will impose the necessary restrictions on specific individuals or on employees of specific companies that need to be watched, as well as the total number of visas issued at a given point of time in respect of project, so as to ensure compliance of the guidelines. Particular care would also be taken in respect of projects which are already allotted or where contracts and sub-contracts are already allotted, in the interest of national security.
9. If any equipment or electrical gadgets are proposed to be imported for the execution/implementation of the project, the promoters and CPSU's shall provide the equipment details, purpose, import route, etc., to the Department of Power/Energy in the State Government or to the ministry of Power as the case may be.
10. Considering the importance of security and safety aspects of all Hydro-Electric Projects including Hydro-Electric Projects not covered at criterion 3 above, Central Electricity Authority will, in consultation with Ministry of Home Affairs, also address the issue of ensuring safety and security of structures such as dams, intakes, tunnels etc. and, where considered necessary, issue guidelines for the purpose. These guidelines will be taken into account while according concurrence under Section 8 of the Electricity Act, 2003. Observance of such security guidelines by Hydro-Electric Projects that do not require Central Electricity Authority's concurrence under Section 8 of the Electricity Act, 2003, will be ensured by the respective State Government.
11. Prior clearance of security implications should inevitably form part of any pre-contract negotiations and must be addressed prior to the actual commencement of the Project or assigning of a Project to any Party.
12. The Ministry of Power shall ensure implementation of these guidelines by the CPSU's under its administrative control. The primary responsibility of ensuring compliance of these guidelines in respect of other Developers shall be that of the State Governments in consultation with the Ministry of Home Affairs.

Sd/-  
(Kamal Bose)  
Under Secretary to the Govt, of India  
Tel. No. 2332.4357



To

Energy/Power Secretaries of all the State Governments

Copy forwarded to :

1. Foreign Secretary, South Block, New Delhi
2. Secretary (R) R&AW, New Delhi.
3. Home Secretary, North Block, New Delhi
4. Director Intelligence Bureau, New Delhi
5. Secretary, Deptt. of Industrial Policy, Udyog Bhawan, New Delhi.
6. Secretary, Department of Heavy Industry, Udyog Bhawan, New Delhi.
7. Dy. National Security Adviser, Sardar Patel Bhawan, New Delhi.
8. Defence Secretary, South Block, New Delhi
9. Principal Secretary to PM, PMP, South Block New Delhi.
10. Secretary, Department of Economic Affairs, North Block, New Delhi.
11. Cabinet Secretariat (Shri K.L. Sharma Director) Rashtrapati Bhawan, New Delhi.
12. Chairperson CEA, R.K. Puram, New Delhi.

Copy also to in the Ministry of Power :

PS to Minister of Power/PS to Minister of State for Power  
PS to secretary (Power)/Sr. PPS to AS(AK)/PPS to AS (GBP)  
PS to all Joint secretaries  
Economic Adviser  
All Directors/Deputy Secretaries

**No.15/2/2016-H.I(Pt.)(230620)**

**Government of India**

**Ministry of Power**

\*\*\*

**Shram Shakti Bhawan, New Delhi,**

**Dated, the 29<sup>th</sup> September, 2021**

**OFFICE MEMORANDUM**

**Subject: Budgetary Support towards Cost of Enabling Infrastructure, i.e., roads/ bridges - regarding.**

1. Ministry of Power (MoP), vide OM no. 15/2/2016-H-I(Pt.)(230620) dated 08.03.2019, notified various measures approved by the Union Cabinet to promote Hydropower in the country. This included budgetary support for Enabling Infrastructure i.e., roads/ bridges for Hydropower projects on case-to-case basis. The basic objective of budgetary support for enabling infrastructure is to reduce tariff of Hydropower projects by ensuring that consumers are charged cost related to power components only. The budgetary support shall be provided for projects starting construction after 08.03.2019, i.e., date of notification. It was also mentioned that the budgetary support would be provided after appraisal/approval of each project by PIB/ CCEA as per the extant rules/due process and would be provided by MoP through its budgetary grants. The limit of this budgetary support for such roads and bridges would be i) Rs. 1.5 crore per MW for projects upto 200 MW and ii) Rs. 1.0 crore per MW for projects above 200 MW.
2. **Eligibility for Budgetary Support towards Cost of Enabling Infrastructure**
  - i. All large Hydropower projects (above 25 MW capacity) including Pumped Storage Projects (PSPs), concurred either by Central Electricity Authority (CEA) or the State Government, wherein Letter of Award (LoA) for the first major works package (Dam/ HRT/ Power House etc.) is issued after 08.03.2019, shall be eligible for budgetary support towards Cost of Enabling Infrastructure.
  - ii. All Roads and Bridges required to connect major components like Dam, Power House, Adits, Surge shaft, Pressure Shaft, TRT, etc. of the project to the nearest

State/ National Highway including any strengthening/ widening works shall be considered eligible for budgetary support. However, these roads/ bridges would exclude the works, for which either the Letter of Award have been issued or are currently under implementation by any Central/ State Agency like NHAI, BRO, PWD, SRRDA, RWD, PWD (Roads), REO(Rural Engineering Organisation) etc. or Central Schemes like PMGSY (Pradhan Mantri Gram Sadak Yojna), MGNREGA or State specific schemes like Mukya Mantri Sadak Yojana etc.

- iii. Cost of roads and bridges normally covered under head "R-Communications" in the concurred DPR including the following related costs shall be eligible for release as budgetary support:
  - a. Land acquisition cost
  - b. All statutory taxes/ levies, duties, cess, etc.

The specifications/ requirements like carrying capacity, turning radius, vertical clearance, width and gradient etc. of the roads/ bridges shall be as per concurred DPR.

3. The grant of Budgetary Support for the 'Enabling Infrastructure' shall be in the form of 'Reimbursement' after achievement of milestones mentioned in succeeding paragraphs related to the construction of project.

4. This OM shall be applicable to all eligible hydro projects i) wherein tariff is determined by CERC/ SERC under Section 62 of the Electricity Act 2003, ii) tariff is determined through competitive bidding under Section 63 of the Electricity Act 2003 iii) projects developed by agencies like BBMB which do not approach CERC/SERC for tariff determination/ adoption.

**5. 'In-principle' approval of Ministry of Power for Grant of Budgetary Support**

The procedure for obtaining 'In-principle' approval of Ministry of Power for grant of budgetary support for 'Enabling infrastructure' prior to commencement of construction is given below:

- a. After the DPR is concurred by CEA/ State Govt., the developer shall submit an application for 'in-principle' approval of budgetary support to CEA in the specified format **(Annexure-I)**. For DPRs concurred before the issue of these guidelines, the developer shall submit the updated cost of Enabling Infrastructure (based on indexation issued by CWC) in the application for 'in-principle' approval.
- b. CEA shall examine applications received in consultation with CWC and forward its recommendations in the specified format **(Annexure-II)** to Ministry of

Power within one month of the end of the quarter in which application is received.

- c. Ministry of Power shall issue 'in-principle' approval for Budgetary Support in the specified format **(Annexure-III)** to the Developer after receiving recommendations from CEA.

The 'in-principle' approval by Ministry of Power would be only for the purpose of facilitating financial closure, etc. of projects from Banks/ FIs and will not create any obligation or commitment on part of Government to provide Budgetary Support subsequently till all the conditions for grant of the same are satisfied.

#### **6. Procedure for Release of Grant towards Budgetary Support**

The grant of Budgetary Support for the 'Enabling Infrastructure' shall be provided to the developer in the form of 'Reimbursement' as per the following procedure:

- i. After achievement of 25% financial progress w. r. t. approved / original project cost, the Developer shall submit the application in the specified format **(Annexure-IV)** to CEA for Reimbursement of Budgetary Support towards Enabling Infrastructure.
- ii. The developer shall submit a Bank Guarantee in specified format **(Annexure-V)** to the CEA for an amount equivalent to eligible Budgetary Support (or the Support requested whichever is less) with validity period up to the date of determination of tariff by the regulatory commission. Ministry of Power may encash the Bank Guarantee, in part or full, upon the recommendation of CEA, in cases where (a) the project is delayed by more than two years beyond the scheduled commissioning date excluding any delays attributable to force majeure conditions and (b) in cases where the funds are found being used/ diverted for works other than those related to enabling infrastructure. CEA shall maintain a proper account of the Bank Guarantee and shall be the custodian of such Bank Guarantee.
- iii. The developer shall submit verification records viz., auditor's certificate, self-certification, etc. along with the application as specified in para 6 (i) above in support of his claim for release of Grant.
- iv. CEA shall examine the applications received during each quarter in consultation with CWC and forward its recommendations in the given format **(Annexure-VI)** to Ministry of Power within one month of end of each quarter.
- v. On receiving recommendation from CEA, Ministry of Power shall process and obtain the approval of the competent authority for grant as per delegation of powers and General Financial Rules issued by Ministry of Finance, GoI which would be released through budgetary Provisions of Ministry of Power.

vi The Grant shall be limited to the amount as per 'In-Principle' approval or the actual expenditure incurred on Enabling Infrastructure whichever is lower under the overall ceilings mentioned in para 1 above.

7. The physical progress of the enabling infrastructure works of each of the projects shall be monitored by a Monitoring Committee to be constituted by CEA and a Status Report, in this regard, shall be submitted to MoP on quarterly basis.

8. By 15<sup>th</sup> July of every year, the CEA shall send Estimates for Annual Budgetary Grants for the next financial year to Ministry of Power. These budgetary estimates would be based on projects scheduled for completion of milestone, as specified in para 6 above, during the next year.

9. A Report on the 'In-principle' approvals granted and Budgetary Support released during the year shall be sent by CEA to Ministry of Power every year by 31<sup>st</sup> May.

10. If ownership of the project changes before the commissioning of the project, MoP and CEA would be duly informed within three (03) months of such change.

11. This issues with the approval of Hon'ble Minister for Power.

  
(Raghuraj Rajendran)  
Joint Secretary

**To:**

1. **Principal Secretary/Secretary (Power / Energy), State Governments/UTs.**
2. **Secretary, CERC/FOR, Chanderlok Building, Janpath, New Delhi**
3. **Secretary, State Electricity Regulatory Commissions/Joint Electricity Regulatory Commissions**

**Copy to:**

1. **Secretary, MNRE, CGO Complex, New Delhi**
2. **Secretary, Ministry of Jal Shakti**
3. **Chairperson, CEA, Sewa Bhawan, RK Puram, New Delhi**
4. **Chairperson, CWC, RK Puram, New Delhi**

### **Annexure - I**

#### **Application for In-principle approval of budgetary support of Enabling Infrastructure works of Hydropower Projects from Ministry of Power**

**To,**

Central Electricity Authority  
Sewa Bhawan, Sector-1,  
R K Puram, New Delhi - 110066.

Sir,

In terms of OM no. 15/2/2016-H.I(Pt.)(230620) dated 28/09/2021, it is requested to grant "in-principle approval" for budgetary support for cost of enabling infrastructure for \_\_\_\_\_ project of \_\_\_\_\_ MW as per details below:

<b>S. No.</b>	<b>Particulars of the Project</b>	<b>Description</b>
1	Name of the Developer	
2	Date of Implementation Agreement between State Govt. & Developer	
3	Date of DPR Concurrence (TEC Letter enclosed)	
4	Salient features of the project (details enclosed)	
5	Date of award of 1 <sup>st</sup> major civil work (if project construction has started)	
6	Estimated Cost of project as per TEC in Rs. ....	
7	Estimated Cost of Enabling Infrastructure as per TEC (in Rs.)	
8	Amount Claimed for Enabling Infrastructure (in Rs.) as per CWC Indexation	
9	Justification of the proposal (Justification regarding length of road required and existing status of roads in the project area)	
10	<b>Status of clearances:</b>	
	Environmental Clearance, Forest Clearances – I & II from MoEF&CC	
	Wildlife clearance by National Board of Wildlife	
	State Govt. approval for State Sector projects	
	Clearance from MoWR, RD&GR for International aspects	
	Defence Clearance from Ministry of Defence (if required)	

	Clearance from Ministry of Tribal Welfare (if required)	
11	<b>Timeline of activities of enabling infrastructure works</b>	
	Description	Year..... to Year.....
		Y1 Y2 Y3 Y4 ..... (Yn)
	Letter of Award, signing of Contract & Mobilization	
	Details of Enabling Infrastructure Works	
	1.-----	
	2.-----	

**We hereby certify and agree as follows:**

- Information given above is correct as per records maintained for the purpose.
- No proposal for approval has been submitted to CEA for the scheme in past.
- Work to be carried out under the above project is as per the sanctioned scheme and is in line with Technical Standards / Guidelines issued by CEA or any other such Authority.
- The BG is liable to be encashed by the CEA , in part or full, in case of delay in completion of works by the developer by more than two years excluding the delay attributable to force majeure conditions and if fund is found being used/ diverted for works other than that related to enabling infrastructure or if the project gets abandoned.
- The amount provided by Ministry of Power as budgetary support for Enabling Infrastructure shall not be claimed as tariff.

Date.....

Signature:.....

Name:.....

Seal: .....

(Authorized Representative)

**Appendix to Annexure-I**

**Certificate by MoRTH/ State/ Local Body (as applicable)**

**To Whomsoever it may concern**

**Ref. No.:**

**Date:**

This is to certify that M/s .....have submitted application number .....dated..... seeking information regarding construction of following enabling infrastructure (roads/ bridges) for .....Hydropower project:

1. -----
2. -----
3. -----
- 
- 
- 
- 
- n. -----

It is to state that neither Letter of Award have been issued nor the above works are under implementation. Further, this department has no objection in respect of the construction of above roads/ bridges for the above project by the ..... (Name of the Developer).

**Signature:**

**Name:**

**(Authorized Signatory)**



## **Annexure - II**

### **Recommendation of CEA to Ministry of Power for 'In-principle' approval of budgetary support for Enabling Infrastructure works**

<i>(to be filled by CEA)</i>						
<b>Project Proposal No.</b>						
<b>S. No.</b>	<b>Particulars of the Project</b>					<b>Description</b>
1	Name of the Developer					
2	Capacity of the project (in MW)					
3	Date of DPR Concurrence					
4	Salient features of the project (details enclosed)					
5	Date of award of 1 <sup>st</sup> major civil work (if project construction has started)					
6	Estimated Cost of project as per TEC in Rs. ....					
7	Estimated Cost of Enabling Infrastructure as per TEC (in Rs.)					
8	Amount Claimed for Enabling Infrastructure (in Rs.) as per CWC Indexation					
9	Justification of the proposal					
10	<b>Status of clearances:</b>					
	Environmental Clearance, Forest Clearances – I & II from MoEF&CC					
	Wildlife clearance by National Board of Wildlife					
	State Govt. approval for State Sector projects					
	Clearance from MoWR, RD&GR for International aspects					
	Defence Clearance from Ministry of Defence (if required)					
	Clearance from Ministry of Tribal Welfare (if required)					
11	<b>Timeline of activities of enabling infrastructure works</b>					
	Description	Year..... to Year.....				
		Y1	Y2	Y3	Y4	..... (Yn)
	Letter of Award, signing of Contract & Mobilization					

	Details of Enabling Infrastructure Works							
	1.-----							
	2.-----							
	<b>Recommendation of CEA along with reasons therefor?</b>							

**Signature of the Competent Authority (CEA)**

**Certificate by HPM Division, CEA**  
**To Whomsoever it may concern**

**Ref. No.:**

**Date:**

This is to certify that M/s .....have achieved physical/ financial progress of enabling infrastructure works being in line with the scheduled timelines as per Format- .... under these guidelines.

This certificate is issued without prejudices to the rights vested in this Division.

**Signature:**

**Name:**

**(Authorized Signatory)**

**Annexure - III**

**In-principle approval for Budgetary Support to Enabling Infrastructure**

To,

\_\_\_\_\_

Sir,

Please refer to your application no. \_\_\_\_\_ dated \_\_\_\_\_ to CEA seeking in-principle approval for budgetary support of cost of enabling infrastructure of Rs. \_\_\_\_\_ on the basis of cost concurred in the DPR of \_\_\_\_\_ project of \_\_\_\_\_ MW.

In this, regard, in-principle approval is hereby accorded for Budgetary Support of Rs. \_\_\_\_\_ for Enabling Infrastructure works, as recommended by the CEA and as per guidelines issued by Ministry of Power vide OM no. 15/2/2016-H.I(Pt.)(230620) dated 28/09/2021 and in terms of OM no. 15/2/2016-H.I(Pt.)(230620) dated 08.03.2019.

This in-principle approval is only for purpose of facilitating financial closure, etc. of projects and will not create any obligation or commitment on part of government to provide budgetary support till all the conditions are satisfied. The funds shall be released only after the project is commissioned and tariff petition (including cost of enabling infrastructure) is approved by CERC/ SERC.

**Terms and Conditions:**

- a. Enabling Infrastructure works proposed for funding from Ministry of Power shall not be posed for funding under any other scheme of the Government of India.
- b. The developer shall submit Project Status Report to CEA on quarterly basis. CEA would take half-yearly meeting to review progress of enabling infrastructure works.
- c. If there is change in ownership before the projects is commissioned, MoP and CEA would be duly informed within three (03) months.
- d. All other terms and conditions of OM no 15/2/2016-H.I(Pt.)(230620) dated 28/09/2021 shall apply.

**Date:**

**Signature:**

**Name:**

**(Authorized Representative)**

## **Annexure - IV**

### **Application for Release of budgetary support for Enabling Infrastructure works**

**To,**

CEA,  
Sewa Bhawan, Sector-1,  
R K Puram, New Delhi -66.

**Sir,**

In terms of OM no.15/2/2016-H.I(Pt.)(230620) dated 28 /09/2021, it is requested to reimburse the cost of enabling infrastructure i.e., roads/ bridges for \_\_\_\_\_ project of \_\_\_\_ MW as per details below:

<b>S. No.</b>	<b>Particulars of the Project</b>	<b>Description</b>
1	Name of the Developer	
2	Date of Implementation Agreement between State Govt. & Developer	
3	Date of DPR Concurrence (TEC Letter enclosed)	
4	Salient features of the project (details enclosed)	
5	Justification of the proposal (Justification regarding length of road required and existing status of roads in the project area)	
6	Details of enabling infrastructure works completed (Length of road, etc.)	
7	Date of award of 1 <sup>st</sup> major civil work (details enclosed)	
8	Estimated Cost of Project as per TEC in Rs.....	
9	Estimated Cost of Enabling Infrastructure works as per TEC (in Rs.)	
10	Date of in principle approval (if applicable) for budgetary support for enabling infrastructure works and amount approved (details enclosed)	
11	Date of achievement of 25% financial progress w.r.t. approved project cost for reimbursement of expenditure incurred (enclose details auditor's certificate, self-certification, etc.)	

12	Details of Bank Guarantee (Amount in Rs. Crore, Validity Period, etc.)	
13	Details of bank account to which funds are to be transferred (details enclosed)	

**We hereby certify that the information given above is correct as per records maintained for the purpose.**

Date.....

Signature:.....

Name:.....

Seal: .....

(Authorized Representative)

## **Annexure-V**

### **Format for Bank Guarantee**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Developer/Project Company] (hereinafter referred to as 'Developer') (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) submitting the application for release of grant under budgetary support for Enabling Infrastructure i.e., roads/ bridges for Hydro Electric Projects from Ministry of Power (hereinafter referred to as 'Guidelines') for the Project of the capacity of ..... MW, at .....[Insert name of the place] and as per the terms of the 'Guidelines', the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Ministry of Power at [Insert Name of the Place from the address of the Ministry of Power] forthwith on demand in writing from Ministry of Power or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value equivalent to eligible Budgetary Support] only, on behalf of M/s -----[Insert name of the Developer / Project Company]

This Guarantee shall be valid and binding on this Bank up to and including.....[insert date i.e. upto the date of determination of tariff by the regulatory commission] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. -----only.

Our Guarantee shall remain in force until.....[insert date] Ministry of Power shall be entitled to invoke this Guarantee till .....[insert date]

The Guarantor Bank hereby agrees and acknowledges that Ministry of Power shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Ministry of Power, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Ministry of Power.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Developer / Project Company] and/or any other person. The Guarantor Bank shall not require Ministry of Power to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Ministry of Power in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Ministry of Power shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Developer / Project Company , to make any claim against or any demand on the Developer / Project Company or to give any notice to the Developer / Project Company or to enforce any security held by Ministry of Power or to exercise, levy or enforce any distress, diligence or other process against the Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Ministry of Power and may be assigned, in whole or in part, (whether absolutely or by way of security) by Ministry of Power to any entity to whom Ministry of Power is entitled to assign its rights and obligations under these 'Guidelines'.

Notwithstanding anything-contained herein above, our liability under this guarantee is restricted to Rs. .... only and it shall remain in force till .....

We are liable to pay the Guarantee amount or any part thereof under this Bank guarantee only if Ministry of Power serves upon us a written claim or demand.

Signature\_\_\_\_\_

E-mail ID of the bank:

Name\_\_\_\_\_

Power of Attorney No.\_\_\_\_\_

Banker's Stamp and Full Address.

For

\_\_\_\_\_ [Insert Name of the Bank]

Dated this\_\_\_\_day of\_\_\_\_, 20\_\_\_\_

Witness:

Witness:

1. .... Signature

2. .... Signature

Name and Address

Name and Address

Notes:

The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

The Performance Bank guarantee shall be executed by any of the Nationalised or leading Private Sector Banks.



## **Annexure – VI**

### **Recommendation of CEA for release of budgetary support for enabling infrastructure works**

<i>(to be filled by CEA)</i>		
<b>Project Proposal Number:</b>		
<b>S. No.</b>	<b>Particulars of the Project</b>	<b>Description</b>
1	Name of the Developer	
2	Date of Implementation Agreement between State Govt. & Developer	
3	Date of DPR Concurrence (TEC Letter enclosed)	
4	Salient features of the project (details enclosed)	
5	Justification of the proposal (Justification regarding length of road required and existing status of roads in the project area)	
6	Details of enabling infrastructure works completed (Length of road, etc.)	
7	Date of award of 1 <sup>st</sup> major civil work (details enclosed)	
8	Estimated Cost of Project as per TEC in Rs. ....	
9	Estimated Cost of Enabling Infrastructure works as per TEC (in Rs.)	
10	Date of in principle approval (if applicable) for budgetary support for enabling infrastructure works and amount approved (details enclosed)	
11	Date of commissioning of project (details enclosed)	
12	Date of achievement of 25% financial progress w.r.t. approved project cost for reimbursement of expenditure incurred.	
13	Details of Bank Guarantee (Amount in Rs. Crore, Validity Period, etc.)	
14	Details of bank account to which funds are to be transferred (details enclosed)	
<b>Recommendation of CEA along with reasons therefor?</b>		

**Signature of the Competent Authority (CEA)**

**Name:**

**Stamp:**

**No.15/2/2016-H.I(Pt.)(260640)**  
**Government of India**  
**Ministry of Power**  
 \*\*\*

Shram Shakti Bhawan, New Delhi,  
 Dated : 28<sup>th</sup> January, 2022

**OFFICE MEMORANDUM**

**Subject: Budgetary Support towards Cost of Enabling Infrastructure, i.e., roads/ bridges - regarding.**

The undersigned is directed to refer to this Ministry's O.M. of even number dated: 28/09/2021 (**copy enclosed**) on the subject mentioned above and to partially modify the guidelines as given below:-

Sl. No.	Para in O.M. referred to above	To be read as
1	<b>Para 2(ii):</b> All roads and bridges required to connect major components like Dam, Power House, Adits, Surge Shaft, Pressure Shaft, TRT etc of the project to the nearest State/ National Highway including any strengthening/ widening works shall be considered eligible for budgetary support. However, these roads/bridges would exclude the works, for which either the Letter of Award have been issued or are currently under implementation by any Central/State Agency like NHAI, BRO, PWD, SRRDA, RWD, PWD (Roads), REO (Rural Engineering Organization) etc, or Central Schemes like PMSGY (Pradhan Mantri Gram Sadak Yojana), MGNREGA or State specific schemes like Mukya Mantri Sadak Yojana etc.	All <b>permanent</b> roads and bridges required to connect major components like Dam, Power House, Adits, Surge Shaft, Pressure Shaft, TRT etc of the project to the nearest State/ National Highway including any strengthening/ widening works shall be considered eligible for budgetary support. However, these roads/bridges would exclude the works, for which either the Letter of Award have been issued or are currently under implementation by any Central/State Agency like NHAI, BRO, PWD, SRRDA, RWD, PWD (Roads), REO (Rural Engineering Organization) etc, or Central Schemes like PMSGY (Pradhan Mantri Gram Sadak Yojana), MGNREGA or State specific schemes like Mukya Mantri Sadak Yojana etc.
2	<b>Para -3:</b> The grant of budgetary support shall be in the form of 'Reimbursement' after achievement of milestones mentioned in the succeeding paragraphs related to construction of project	The grant of budgetary support shall be in the form of 'Reimbursement' <b><u>after complete construction of a defined part/ full length of the eligible road / bridge</u></b> and achievement of milestones mentioned in the succeeding paragraphs related to construction of project

Contd..P/2

3	<b>Para-3 of Annexure-III:</b> This in-principle approval is only for purpose of facilitating financial closure, etc. of projects and will not create any obligation or commitment on part of government to provide budgetary support till all the conditions are satisfied. The funds shall be released only after the project is commissioned and tariff petition (including cost of enabling infrastructure) is approved by CERC/ SERC.	This in-principle approval is only for the purpose of facilitating financial closure, etc. of projects and will not create any obligation or commitment on part of government to provide budgetary support till all the conditions are satisfied. The funds shall be released <u>in the form of 'Reimbursement' after complete construction of a part/full length of eligible roads and complete construction of bridge/bridges and achieving of 25% financial progress w.r.t approved/original project cost.</u>
4	Certificate attached in page no.12 of O.M. dated: 28/09/2021	Certificate attached in page no.12 of O.M. dated: 28/09/2021 shall now be Appendix to Annexure-VI.

2. This issues with the approval of Hon'ble Minister for Power.

  
 (Raghuraj Rajendran)  
 Joint Secretary (Hydro)

**To:**

1. **Principal Secretary/Secretary (Power/Energy), State Governments/UTs.**
2. **Secretary, CERC/FOR, Chanderlok Building, Janpath, New Delhi**
3. **Secretary, State Electricity Regulatory Commissions/Joint Electricity Regulatory Commissions**

**Copy to:**

1. **Secretary, MNRE, CGO Complex, New Delhi**
2. **Secretary, Ministry of Jal Shakti**
3. **Chairperson, CEA, Sewa Bhawan, RK Puram, New Delhi**
4. **Chairperson, CWC, RK Puram, New Delhi**

**Copy also for information to:**

1. **PS to Hon'ble Minister of Power/ Ps to Hon'ble Minister of State for Power.**
2. **Sr. PPS to Secretary (Power)/ Sr.PPS to AS&FA/ PPS to AS(Hydro)/ PPS to JS(Hydro)**
3. **PPS/Ps to All Joint Secretaries/Directors/Deputy Secretaries in the Ministry of Power.**

No.15/2/2016-H.I(Pt.)(260640)

Government of India

Ministry of Power

\*\*\*

Shram Shakti Bhawan, New Delhi

Dated, the 15<sup>th</sup> February, 2023

**OFFICE MEMORANDUM**

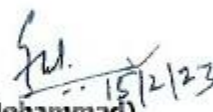
**Subject: Budgetary Support towards Cost of Enabling Infrastructure, i.e., Roads/ Bridges - Revision of regarding.**

The undersigned is directed to refer to this Ministry's O.M. of even number dated 28/09/2021 and modifications dated 28/01/2022 (copy enclosed) on the subject mentioned above and to partially modify the OM dated 28/01/2022, as given below:-

Sl. No.	O.M. referred to above	To be read as
1.	Sl.No.-2: The grant of budgetary support shall be in the form of 'Reimbursement' after complete construction of a defined part/ full length of the eligible road / bridge and achievement of milestones mentioned in the succeeding paragraphs related to construction of the project.	<p>Sl.No.-2: The grant of budgetary support shall be in the form of 'Reimbursement' after achievement of 25% financial progress w.r.t. approved/original project cost as under:</p> <p>i. Grant of budgetary support for a defined part/ full length of eligible roads shall be reimbursed in two stages:</p> <p>a. First Stage – After operationalization of Motorable road (construction of kachha/ unpaved road)</p> <p>b. Second Stage- After black-topping/ metalling/ finishing works of defined part/ full length of eligible roads.</p> <p>Further, the cost of repair &amp; maintenance works of roads between above mentioned stages is <b>not eligible</b> for budgetary support towards cost of enabling infrastructure.</p> <p>ii. Grant of budgetary support for eligible bridges shall be reimbursed only after complete construction of the bridge.</p>

2.	<p><b>Sl.No.-3: (Para -3 of Annexure-III)</b></p> <p>This in-principle approval is only for purpose of facilitating financial closure, etc. of projects and will not create any obligation or commitment on part of government to provide budgetary support till all the conditions are satisfied. The funds shall be released in the form of 'Reimbursement' after complete construction of a part/full length of eligible roads and complete construction of bridge/bridges and achieving of 25% financial progress w.r.t approved/original project cost.</p>	<p><b>Sl.No.-3: (Para -3 of Annexure-III):</b></p> <p>This in-principle approval is only for the purpose of facilitating financial closure, etc. of projects and will not create any obligation or commitment on the part of Government to provide budgetary support, till all the conditions are satisfied. The funds shall be in the form of 'Reimbursement' after achievement of 25% financial progress w.r.t. approved/original project cost as under:</p> <ol style="list-style-type: none"> <li>i. Grant of budgetary support for a defined part/ full length of eligible roads shall be reimbursed in two stages: <ol style="list-style-type: none"> <li>a. First Stage – After operationalization of Motorable road (construction of kachha/ unpaved road).</li> <li>b. Second Stage- After black-topping/ metalling/ finishing works.</li> </ol> </li> <li>ii. Grant of budgetary support for eligible bridges shall be reimbursed only after complete construction of the bridge.</li> </ol>
----	---	--

2. This issues with the approval of Hon'ble Minister for Power & NRE.

  
 (Afzal Mohammad)  
 Joint Secretary (Hydro)

To:

1. Prindpal Secretary/ Secretary (Power/Energy), State Governments/UTs
2. Secretary, CERC/FOR, Chanderlok Building, Janpath, New Delhi
3. Secretary, State Electricity Regulatory Commissions/Joint Electricity Regulatory Commissions

**Copy to:**

1. Secretary, MNRE, CGO Complex, New Delhi
2. Secretary, Ministry of Jal Shakti
3. Chairperson, CEA, Sewa Bhawan, RK Puram, New Delhi
4. Chairperson, CWC, RK Puram, New Delhi

**Copy also for information to:**

1. PS to Hon'ble Minister of Power/ Ps to Hon'ble Minister of State for Power.
2. Sr. PPS to Secretary (Power)/ Sr.PPS to AS&FA/ PPS to AS(Hydro)/ PPS to JS(Hydro)
3. PPS/ Ps to All Joint Secretaries/ Directors/ Deputy Secretaries in the Ministry of Power

**No.15/2/2016-H-I(Pt.) (230620)**

**Government of India**

**Ministry of Power**

\*\*\*

**Shram Shakti Bhawan, New Delhi,**

**Dated, the 28<sup>th</sup> September, 2021**

**OFFICE MEMORANDUM**

**Subject: Budgetary Support for Flood Moderation/Storage Hydro Electric Projects (HEPs) - regarding.**

Ministry of Power (MoP), vide OM no. 15/2/2016-H-I(Pt.) (230620) dated 08.03.2019, notified various measures approved by the Union Cabinet to promote Hydropower in the country. This included budgetary support for Flood Moderation component for Storage Hydropower projects to be set up in future. The basic objective of budgetary support for Flood Moderation component is to reduce tariff of Hydropower projects by ensuring that consumers are charged cost related to power components only. The value of flood moderation will be worked by technical agencies, viz., CWC, etc. in accordance with the guidelines. The amount required for flood moderation/ storage costs shall be released, through Ministry of Power budgetary provisions after appraisal of each project, on a case-to-case basis, by Public Investment Board (PIB)/ Cabinet Committee on Economic Affairs (CCEA) as per due process.

2. One of the important objectives is to promote ease of doing business i.e. devising a mechanism without duplication of checking and evaluation by multiple agencies. Accordingly, Central Electricity Authority (CEA) and the CWC shall verify the claims of Developer and recommend expenditure to be reimbursed to MoP for release of funds to the Developer. The Designated Independent Agency (DIA) of CERC/SERC would approve the final project cost/ flood moderation cost at the time of filing of tariff petition by the Developer.

**3. Eligibility for Budgetary Support for Flood Moderation component**

- i. Eligible projects shall mean All Central, State and Private Sector storage hydro projects (above 25 MW capacity) having explicit Flood Moderation component which have been concurred either by CEA or the State Government and wherein Letter of Award (LoA) for any major works has been issued or is being issued on competitive bidding basis after the date of notification of above mentioned OM dated 08.03.2019. This is applicable to all eligible projects which shall be taken up for construction by 31st March, 2030.



- ii. Flood Moderation works shall comprise Dam & appurtenant works and other related activities and their respective joint cost would be apportioned. The eligible expenditure shall also include the following:
  - a. Interest During Construction (IDC) and any variation in cost with respect to originally sanctioned amount,
  - b. Land acquisition cost for flood moderation,
  - c. All statutory taxes/levies, duties, cess, entry tax, etc., including any variation thereof.
- iii. Any expenditure, which is not directly related to Flood Moderation works shall be counted as ineligible expenditure. Further, any enhancement of the expenditure on land acquisition after the commissioning of the project shall be treated as ineligible expenditure.
- iv. This OM shall be applicable to all eligible hydro projects i) wherein tariff is determined by CERC/ SERC under Section 62 of the Electricity Act 2003, ii) tariff is determined through competitive bidding under Section 63 of the Electricity Act 2003 iii) projects developed by agencies like BBMB which do not approach CERC/SERC for tariff determination/ adoption.

**4. Ceiling Limit for Reimbursement of Expenditure Incurred**

- i. There is no normative ceiling limit for reimbursement of expenditure incurred on Flood Moderation. However, the reimbursement of the cost of Flood Moderation component to the Developers shall be limited to the total cost of Flood Moderation component of as per 'In-principle' approval issued by Ministry of Power, on case-to-case basis, based on recommendation of CEA/ CWC as mentioned in succeeding para 5. However, if the awarded cost is less than the estimated cost as per approval then the flood moderation component will be calculated based on the awarded cost. The expenditure on flood moderation works incurred by the developer beyond the expenditure approved by CEA/ CWC, otherwise found admissible by CERC/SERC, shall be charged to the Project and recovered through tariff.

**5. Methods for estimation of Flood Moderation component**

- i The cost towards flood moderation works would be worked out as the least of the apportioned costs arrived out using the following methods:
  - a. Bearability Concept
  - b. Use of facilities Method
  - c. Equal apportionment method



- ii. The joint cost to be apportioned shall comprise cost of Dam & appurtenant works incl. Spillway and Outlet works etc., cost of land acquisition and any other related activities. The inputs used in the above cost apportionment methods, as decided by CWC/ CEA, shall be final and binding on Project Proponent.

**6. 'In-principle' approval of Ministry of Power for Grant of Budgetary Support**

The hydro projects costing more than Rs. 1000 Crores are presently being concurred by CEA while projects costing upto Rs. 1000 Crores are concurred by State Governments. The complete technical and financial details on Flood Moderation component shall be incorporated in the Detailed Project Report (DPR) for concurrence either by CEA or the State Government, as applicable, and the Flood Component cost would be estimated as under:

- i. For the DPRs already concurred prior to the issuance of this OM, the cost of Flood Moderation component of Storage hydro projects would be updated by the developer based on indexation which shall be appraised/ vetted by CEA in consultation with CWC in accordance with the extant guidelines.
- ii. For the DPRs concurred after the issuance of this OM, the DPR shall include a chapter indicating technical and financial provisions for Flood Moderation along with a comparison between 'with' and 'without' scenarios of Flood Moderation supported by proper justification. The same shall be appraised/ vetted by CEA in consultation with CWC at the time of DPR concurrence/ appraisal in accordance with the extant guidelines.
- iii. A cost benefit analysis for arriving at the economically viable height of storage Dam by optimizing flood cushion during Monsoon and minimizing cost of energy generation would be incorporated by the Developer in the DPR.
- iv. The application for 'In-principle' approval of funds shall be submitted by the Developer to Nodal Agency (CEA) at least six months prior to the date of start of construction (Zero Date) in prescribed format **(Annexure-I)**. The Zero Date of construction for purpose of this OM shall be the date of Letter of Award for Dam works.
- v. CEA shall examine the applications received in each quarter and forward its recommendations **(Annexure-II)** to Ministry of Power within one (01) month of the end of each quarter.
- vi. Ministry of Power shall issue 'in-principle' approval for budgetary support in the specified format **(Annexure-III)** to the Developer after receiving recommendations from CEA. This 'in-principle' approval is only for purpose of facilitating financial closure, etc. of projects and will not create any obligation or commitment on part of government to provide budgetary support subsequently till all the conditions for grant of budgetary are satisfied.

7. **Procedure for Grant of the Budgetary Support through Reimbursement**

- i. The total cost of Flood Moderation component shall be reimbursed to the developer in five equal instalments during the construction based on achievement of milestones relating to dam height above Bed Level (H) as under:

		INSTALMENT				
		1	2	3	4	5
Actual Height above Bed Level	Dam (H) Bed	10% of H	25% of H	40% of H	70% of H	100% of H

**Note:** The Reimbursement shall be limited to actual expenditure if it is less than the instalment due.

- ii. The application for reimbursement of expenditure incurred on Flood Moderation works shall be submitted by the project developer as per **(Annexure-IV)**.

iii. The developer shall submit a Bank Guarantee in specified format **(Annexure-VI)** to the CEA for an amount equivalent to eligible Budgetary Support (or the Support requested whichever is less) with validity period up to date of determination of tariff by the regulatory commission. Ministry of Power may encash the Bank Guarantee, in part or full, upon the recommendation of CEA, in cases where (a) the project is delayed by more than two years beyond the scheduled commissioning date excluding any delays attributable to force majeure conditions and (b) in cases where the funds are found being used/ diverted for works other than those related to enabling infrastructure. CEA shall maintain a proper account of the Bank Guarantee and shall be the custodian of Bank Guarantee.

iv. CEA shall examine the applications received during the quarter and forward its recommendations **(Annexure-V)** to Ministry of Power within one month after end of each quarter.

v. On receiving recommendation from CEA, Ministry of Power shall process and obtain the approval of the competent authority for grant as per delegation of powers and General Financial Rules issued by Ministry of Finance, GoI which would be released through budgetary Provisions of Ministry of Power.

8. If ownership of the project changes before the commissioning of the project, MoP and CEA would be duly informed within three (03) months of such change.

9. CEA shall constitute a Monitoring Committee to monitor the physical progress of the Flood Moderation works. The developer shall submit progress report on quarterly basis to Monitoring Committee for its review which shall be sent to MOP each quarter. An Annual Report of the 'In-principle' approvals granted and Budgetary Support released during the year shall also be compiled by CEA and sent to Ministry of Power.

10. By 15<sup>th</sup> July of every year, the CEA shall send Annual Budgetary Estimates for the next financial year to Ministry of Power. The budgetary estimates would be based on projects scheduled for achievement of Dam height milestones in the next year.

11. This issues with the approval of Hon'ble Minister of Power.

  
(Raghuraj Rajendran)  
Joint Secretary

**To:**

1. **Principal Secretary/Secretary (Power / Energy), State Governments/UTs.**
2. **Secretary, CERC/FOR, Chanderlok Building, Janpath, New Delhi**
3. **Secretary, State Electricity Regulatory Commissions/Joint Electricity Regulatory Commissions**

**Copy to:**

1. **Secretary, MNRE, CGO Complex, New Delhi**
2. **Secretary, Jal Shakti**
3. **Chairperson, CEA, Sewa Bhawan, RK Puram, New Delhi**
4. **Chairperson, CWC, RK Puram, New Delhi**

**Copy also for information to:**

1. **All Joint Secretaries/EA, Ministry of Power**
2. **PS to Hon'ble Minister of Power/ PS to Hon'ble Minister of State for Power.**
3. **Sr. PPS to Secretary (Power)/ Sr.PPS to AS&FA/ Sr.PPS to AS(Hydro)/PPS to JS(Hydro).**

**Annexure-I**

**Application for 'In-principle' approval of funding of Cost of Flood Moderation of Storage Hydro Electric Projects from Ministry of Power**

**To,**

CEA

Sewa Bhawan, Sector-1, R K Puram,  
New Delhi 110066.

Sir,

In terms of OM no. 15/2/2016-H.I.(Pt.)(230620) dated 08.03.2019 and subsequent OM no. 15/2/2016-H.I.(Pt.)(230620) dated: 28/09/2021, it is requested to grant "in-principle approval" for budgetary support towards cost of flood moderation for \_\_\_\_\_ project of \_\_\_\_ MW as per details below:

<b>Sr. No.</b>	<b>Particulars of the Project</b>	<b>Description</b>
1.	Name of the Developer	
2.	Date of Implementation Agreement between State Govt. & Developer	
3.	Date of Concurrence of DPR (TEC letter enclosed)	
4.	Salient features of the Project (details enclosed)	
5.	Total Updated Project Cost Estimate as per TEC in Rs.	
6.	The total amount (updated, based on indexation) corresponding to Flood Moderation component in Rs.....	
7.	Zero Date of Start of Pre-construction works	
8.	Zero Date of Start of Construction	
19.	LoA for Dams Works	
10.	Target Date for completion of River Diversion Works.	
11.	<b>Status of Clearances:</b>	
	Environmental Clearance, Forest Clearances – I & II from MoEF&CC	
	Wildlife clearance by National Board of Wildlife	
	State Govt. approval for State Sector projects	
	Clearance from MoWR, RD&GR for International aspects	
	Defence Clearance from Ministry of Defence (if required)	
	Clearance from Ministry of Tribal Welfare (if required)	
	PIB/CCEA Approval for Govt. funded/ Central Sector Projects and State Approval for State funded projects	
	Ministry of Home Affairs Clearance for participation of foreign companies in tenders for work packages of Hydroelectric Projects in sensitive areas.	
12.	<b>Timeline of activities of Flood Moderation works</b>	

	Description	Year..... to Year.....					
		Y1	Y2	Y3	Y4	.....	(Yn)
	Letter of Award, signing of Contract & Mobilization						
	Details of Flood Moderation Works						
	1.-----						
	2.-----						

**We hereby certify and agree as follows:**

- The information given as above is correct as per records maintained for the purpose.
- No proposals have been submitted to CEA for approval/vetting for this scheme in the past.
- The work to be carried out under the above project is as per the sanctioned scheme and is in line with relevant Standards / Guidelines issued by CEA/CWC etc. or any other such Authority.
- The BG is liable to be encashed by the CEA , in part or full, in case of delay in completion of works by the developer by more than two years excluding the delay attributable to force majeure conditions and if fund is found being used for works other than those related to flood moderation or if the Project gets abandoned.
- No tariff shall be claimed for the cost of flood moderation to the extent funded/ reimbursed under the Scheme by Ministry of Power.

Date.....

Signature:.....

Name:.....

Seal:.....

(Authorized Representative)

**Annexure-II**

**Recommendation of CEA to Ministry of Power  
for 'In-principle' approval of budgetary support for Flood Moderation**

(to be filled by CEA)							
Project Proposal No.							
Sr. No.	Particulars of the Project	Description					
1.	Name of the Developer						
2.	Date of Implementation Agreement between State Govt. & Developer						
3.	Date of Concurrence of DPR (TEC letter enclosed)						
4.	Salient features of the Project (details enclosed)						
5.	Total Updated Project Cost Estimate as per TEC in Rs.						
6.	The total amount (updated, based on indexation) corresponding to Flood Moderation component in Rs. ....						
7.	Zero Date of Start of Pre-construction works						
8.	Zero Date of Start of Construction						
19.	LoA for Dams Works						
10.	Target Date for completion of River Diversion Works.						
11.	<b>Status of Clearances:</b>						
	Environmental Clearance, Forest Clearances – I & II from MoEF&CC						
	Wildlife clearance by National Board of Wildlife						
	State Govt. approval for State Sector projects						
	Clearance from MoWR, RD&GR for International aspects						
	Defence Clearance from Ministry of Defence (if required)						
	Clearance from Ministry of Tribal Welfare (if required)						
	PIB/CCEA Approval for Govt. funded/ Central Sector Projects and State Approval for State funded projects						
	Ministry of Home Affairs Clearance for participation of foreign companies in tenders for work packages of Hydroelectric Projects in sensitive areas.						
12.	<b>Timeline of activities of Flood Moderation works</b>						
	Description	Year..... to Year.....					
		Y1	Y2	Y3	Y4	.....	(Yn)
	Letter of Award, signing of Contract & Mobilization						
	Details of Flood Moderation Works						
	1. ....						
<b>Recommendation of CEA along with reasons therefor?</b>							

**Signature of Competent Authority (CEA)**

**Signature :**

**Name:**

**Annexure-III**

**In-principle approval for Budgetary Support to Flood  
Moderation/Storage Hydro Electric Projects**

To,  
\_\_\_\_\_

Sir,

Please refer to your application no. \_\_\_\_\_ dated \_\_\_\_\_ to CEA seeking in-principle approval for budgetary support of cost of Flood Moderation of Rs. \_\_\_\_\_ on the basis of cost concurred in the DPR of \_\_\_\_\_ project of \_\_\_\_\_ MW.

In this, regard, in-principle approval is hereby accorded for Budgetary Support of Rs. \_\_\_\_\_ for Flood Moderation works, as recommended by the CEA and as per OM issued by Ministry of Power vide OM no. 15/2/2016-H.I(Pt.)(230620) dated 28/09/2021 and in terms of OM no. 15/2/2016-H.I(Pt.)(230620) dated 08.03.2019.

This in-principle approval is only for purpose of facilitating financial closure, etc. of projects and will not create any obligation or commitment on part of government to provide budgetary support till all the conditions are satisfied.

**Terms and Conditions**

- a. Flood Moderation component works proposed for funding from Ministry of Power shall not be posed for funding under any other scheme of the Government of India.
- b. The developer shall submit Project Status Report to CEA on quarterly basis. CEA would take half-yearly meeting to review progress of flood moderation works. CEA would take periodic review on half-yearly basis of the project progress.
- c. In the event of change in ownership of the project before the commissioning of the project, MoP and CEA would be duly informed within three (03) months of such change in ownership.
- d. All other terms and conditions of OM no. 15/2/2016-H.I(Pt.)(230620) dated 28/09/2021 shall apply.

**Date:**

**Signature:**

**Name:**

**(Authorized Representative)**

**Annexure-IV**

**Application for Reimbursement of expenditure incurred during Financial Year (yyyy-yy) towards Cost of Flood Moderation of Storage Hydro Electric Projects from Ministry of Power**

**Project Proposal Number ..... Date of Submission .....**

**To,**

CEA,  
Sewa Bhawan, Sector-1,  
R K Puram,  
New Delhi -110066.

Sir,

In terms of OM no. 15/2/2016-H.I.(Pt.)(230620) dated 08.03.2019 and subsequent OM no. 15/2/2016-H.I.(Pt.)(230620) dated 28/09/2021, it is requested to reimburse the cost of flood moderation for \_\_\_\_\_ project of \_\_\_\_ MW as per details below:

- a. Total Cost for Flood Moderation as per CWC/ CEA concurrence/approval in Rs.....(enclose details)
- b. Percentage of Dam Height achieved:.....
- c. The amount of expenditure incurred on Flood Moderation during this Financial Year (yyyy-yy) for achievement of milestones of Dam height (in Rs.) .....(enclose details viz., Self Certification, Auditor's Certificate, etc.)
- d. 'In-principle' approval of funding for Flood Moderation component from Ministry of Power (enclose copy)
- e. Authorized Representative and Bank Account to which the funds are to be transferred (enclose details)

**2. We hereby certify and agree as follows:**

- a. The information given as above is correct as per records maintained for the purpose.
- b. No proposals have been submitted to Nodal Agency for recommendation of reimbursement of expenditure incurred during this Financial Year (yyyy-yy) for approval/vetting in the past.
- c. We also undertake that reimbursement of the expenditure incurred on account of Flood Moderation shall be first utilized for repayment of any outstanding loan amount, whatsoever, to the Banks/ Financing Institutions and thereafter, balance amount if any, may be appropriated by us as deemed fit.

Date.....

Signature:.....

Name:.....

Seal: .....

(Authorized Representative)



**Annexure-V****Recommendation of the CEA to MoP  
for reimbursement of funds to Developer**

<i>(to be filled by CEA)</i>		
<b>Project Proposal No.</b>		
<b>Sr. No.</b>	<b>Particulars of the Project</b>	<b>Description</b>
1.	Name of the Developer	
2.	Date of Implementation Agreement between State Govt. & Developer	
3.	Date of Concurrence of DPR (TEC letter enclosed)	
4.	Salient features of the Project (details enclosed)	
5.	Total Updated Project Cost Estimate as per TEC in Rs.	
6.	The total amount (updated, based on indexation) corresponding to Flood Moderation component in Rs. ....	
7.	Zero Date of Start of Pre-construction works	
8.	Zero Date of Start of Construction	
19.	LoA for Dams Works	
10.	Target Date for completion of River Diversion Works.	
11.	Total Cost for Flood Moderation as per CWC/ CEA concurrence/approval in Rs. (details enclosed)	
12.	Percentage of Dam Height achieved: .....	
13.	Cost of Flood Moderation proportionate to height of Dam in Rs.	
14.	Details of bank account to which funds are to be transferred (details enclosed)	
<b>Recommendation of CEA along with reasons therefor?</b>		

**Signature of the Competent Authority (CEA)****Signature: Name:****Stamp:**

**Certificate by HPM Division, CEA**

**To Whomsoever it may concern**

**Ref.No.:**

**Date:**

This is to certify that M/s .....have achieved physical/ financial progress of enabling infrastructure works being in line with the scheduled timelines as per Format- .... under these Enabling .

This certificate is issued without prejudices to the rights vested in this Division.

**Signature:**

**Name:**

**(Authorized Signatory)**

## **Annexure-VI**

### **Format for Bank Guarantee**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Developer/Project Company] (hereinafter referred to as 'Developer') (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) submitting the application for release of grant under budgetary support for Flood Moderation in Hydro Electric Projects from Ministry of Power (hereinafter referred to as 'Guidelines') for the Project of the capacity of ..... MW, at .....[Insert name of the place] and as per the terms of the 'Guidelines', the [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Ministry of Power at [Insert Name of the Place from the address of the Ministry of Power] forthwith on demand in writing from Ministry of Power or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value equivalent to installment eligible under Budgetary Support] only, on behalf of M/s ----- [Insert name of the Developer / Project Company]

This Guarantee shall be valid and binding on this Bank up to and including.....[insert date i.e. upto the date of determination of tariff by the regulatory commission] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. -----only.

Our Guarantee shall remain in force until.....[insert date] Ministry of Power shall be entitled to invoke this Guarantee till .....[insert date]

The Guarantor Bank hereby agrees and acknowledges that Ministry of Power shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Ministry of Power, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Ministry of Power.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Developer / Project Company] and/or any other person. The Guarantor Bank shall not require Ministry of Power to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Ministry of Power in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Ministry of Power shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Developer / Project Company, to make any claim against or any demand on the Developer / Project Company or to give any notice to the Developer / Project Company or to enforce any security held by Ministry of Power or to exercise, levy or enforce any distress, diligence or other process against the Developer / Project Company.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to Ministry of Power and may be assigned, in whole or in part, (whether absolutely or by way of security) by Ministry of Power to any entity to whom Ministry of Power is entitled to assign its rights and obligations under these 'Guidelines'.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. .... only and it shall remain in force till .....

We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only if Ministry of Power serves upon us a written claim or demand.

Signature\_\_\_\_\_

E-mail ID of the bank:

Name\_\_\_\_\_

Power of Attorney No.\_\_\_\_\_

Banker's Stamp and Full Address.

For

\_\_\_\_\_ [Insert Name of the Bank]

Dated this\_\_\_\_day of\_\_\_\_, 20\_\_\_\_

Witness:

Witness:

1. .... Signature

2. .... Signature

Name and Address

Name and Address

Notes:

The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

The Performance Bank guarantee shall be executed by any of the Nationalised or leading Private Sector Banks.

# PLATE-1

Notes:

1. The clearance of projects is subject to the satisfactory compliance of the comments by the project authorities.
2. The above time frame is for normal Projects. If the size of the project is small or large, the examination of the projects may take lesser or longer time.

