

### **Issues for Separate Agreement**

1. RSPCL will be supported by an international implementation consultant during construction, commissioning and the first five years of operation of the plant by the private operator. The consultant will be selected by international open competitive bidding. (item 3.09)
2. The replication activities will be financed from a technical assistance grant provided by GEF and implemented by a replication consultant on behalf of RSPCL (item 3.11). The consultant will be selected by international competitive bidding.
3. The plant will be tendered as a single turnkey EPC-cum-O&M contract including a five year operation contract (item 3.17). The only exceptions are: the water carriage system for the plant which will be awarded separately on the basis of local competitive bidding (item 3.07).
4. RSPCL will ensure that all clearances, permits etc. required for construction, commissioning and operation of the plant are available on time (item 3.16).
5. During the first five years, the plant will be operated by a private operator who will be part of the EPC/O&M consortium. RSPCL will decide on the future arrangements for operation in consultation with KfW (item 3.30) no later than in the fourth year of operation.
6. The Power Purchase Agreement (PPA) will be drafted by a consultant. The negotiated PPA will be presented to KfW for consent before commencement of construction of the plant (item 3.34).
7. RSPCL will ensure that GoR fully pays in the equity of at least Rs. 50 million by FY 2001/2002. (item 4.10)
8. RSPCL will – in consultation with KfW - adequately securitise the revenue from power sales before commencement of construction of the plant. (item 4.10)
9. The institutional development study and an implementation plan will be adopted by the Board of RSPCL not later than in the financial year 2001/02 (item 4.08).