

Justice For Public Cause Foundation Trust

VOICE OF COMMON MAN

(Registration no. 01/B-113/16-17 , under Madhya Pradesh Public Trust Act 1951)

Web Site:- www.jpcft.org.in

JPCF⁹

E 5/85, 1st Floor, Arera Colony
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To,

Date, 1/3/2017

Secretary
Madhya Pradesh Electricity Regulatory Commission
5th Floor, Metro Plaza, E -5, Arera Colony
Bittan Market, Bhopal- 462 016

Sub :- Submission towards Petition No. 71 /2016 regarding Aggregate Revenue Requirement and Tariff Petition for FY 2017-18 .

Ref :- Your advertisement no. MPERC/2017/238 dated 7/2/2017.

Dear Sir,

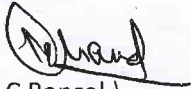
Please find enclosed our submission dated 28/2/2017 on above subject in three copies. This is being submitted before due date of 2/3/2017 .

It is requested to kindly consider our submission , while deciding this petition.

Thanking You.

Enclosure :- Our submission dated 28/2/2017 in triplicate.

Yours Faithfully



(M C Bansal)
Authorized Signatory

Recd



01/3/2017 o/c

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5th Floor, Metro Plaza, E -5, Arera Colony

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Sub :- Submission towards Petition No. 71 /2016 regarding Aggregate Revenue Requirement and Tariff Petition for FY 2017-18 .

Ref :- Your advertisement no. MPERC/2017/238 dated 7/2/2017.

Dear Sir,

Ours is a registered NGO and working for benefit of common man. We have gone through the copy of Petition No. 71/2016 regarding Aggregate Revenue Requirement and Tariff Petition For FY 2017-18 and our submissions are as follows :-

1. Hon'ble Supreme Court in its judgment dated December 8, 2016 against Appeal Nos 5881-5882 of 2016, has defined public interest regarding power tariff and powers of Regulatory Commission (para 30 & 31 of order) . The same is applicable on this case also and Hon'ble Commission is empowered to decide on all the actions/decisions of Petitioners, which are against public interest.
2. Petitioner have stated that no substantial tariff hike was received for FY 14 and FY 15 and hence, they are suffering now. This is a well known fact that there were state election in the year 2013 and general election in the year 2014 and petitioners are state owned companies . The petitioners were not bound to oblige to not to increase tariff during this period but they prefer to oblige their political bosses against public interest and hence burdening the consumers now , after these elections. Petitioners also did not file any appeal before Hon'ble APTEL regarding tariff order for FY 14 and FY 15 .Our Submission is that losses claimed due to non revision during these two years of FY 14 & FY 15 , should be compensated by bringing more equity by Shareholders i.e Government of M.P.
3. The working of M.P.Genco is not satisfactory and higher cost to generate power by M.P.Genco also effects the ARR of Discoms. The comment of Hon'ble CERC in its order dated 15th February 2017, against petition no. 383/MP/2014 (para no. f , page no. 12 of order) is an eye opener.


11/3/2017
अधिक लिपिक
ऊर्जा विभाग
अदालत, भोपाल

4. MPGen Co have supplied 18961 MU in FY 2016 at average power cost of Rs 4.00 per KWH (para 4.4.6, table 45 of ARR) , while 10147 MUs are being sold as surplus energy @ Rs 2.43 per unit . CERC has also pointed out in efficiency in MPGENCO. Therefore , it is necessary that power generation in MP GENCO should be reduced by good amount of units and more time is given to MPGENCO towards proper maintenance, an improvement in efficiency and running at high PLF . Some units may be backed down for this purpose , as standby capacity .This will save on running cost per unit due to high PLF. These efforts alone may save good amount of money which can be used to reduce power tariff .
5. Petitioners are saving more than Rs 2000.00 crores per year from FY 2014 on wards due to power supplied to petitioners quota , at very low tariff , by Sasan Power Ltd (UMPP) situated in Madhya Pradesh it self , but power consumers of Madhya Pradesh are not benefiting due to faulty planning and biased action of Petitioners. We have heard that all efforts are being made by Petitioner No.1 to get this plant closed in near future, to give benefit to its favoured one , which will be against public interest. Our request to Hon'ble Commission is to direct Petitioner No. 1 and Govt of M.P. to resolve, all the genuine problems of Sasan Power Ltd , in public interest, so that plant does not stop its operation .
6. The losses incurred by petitioner and already high tariff in Madhya Pradesh are the result of inefficient running of petitioner companies, huge corruption and biased decision making process. It is being admitted in para no. 4.4.6 that there are now , so many hurdles to reduce average power purchase cost and in future , this will increase. This is the result of past misdeeds of these companies and it appears that power sector has been damaged beyond repair and not much future remedies are now , left.
7. However, we request Hon'ble Commission to refer the matter to some reputed institutes like some , IIT to carry out the detailed study of past misdeeds of these companies and suggest , some remedial measures to save public from high power tariff.
8. The ARR in para no. 4.4.6 , has submitted regarding payment of Fixed Cost in case of Back down of Surplus capacity . It says that It needs to be highlighted that payment of fixed charges is required to be made for such generators accordance with the PPAs even if the capacity is backed down . **In 2014-15, a quantum of 7099 MU's had to be backed down, having a fixed cost of around Rs 870 crores which rose to 17,130 MU's in FY 2015-16 , having a fixed cost of around 2,158 crores. This works out to be nearly Rs 1.26 per unit.**

We shall like to emphasize that Govt of M.P. is very keen to publicise the state as power surplus state which is resulting the cost of Rs 2,158.00 crores on Petitioners to be paid towards back down charges . This is Govt of M.P. who signed the MOU for more than 40000 MW which have been converted in to illegal PPA's . Hence, this amount of Rs 2158.00 crores in this year and actual amount in subsequent years , is required to be paid by Govt of M.P. and can not be included in ARR.

9. This para also says that due to high surplus, scheduling of costlier power plants for less no. of days, whereas their fixed cost has to be paid for entire entitlement. We shall like to bring in the knowledge of Hon'ble Commission :-

(a) The fixed cost can be paid to only to those power generators who have proved the rated capacity for which PPA is signed.

(b) Independent Engineer is appointed by Power Developer and Procurer who issue the final test certificate that unit has been tested at rated capacity.

(c) Hon'ble Supreme Court has decided in its judgment dated 8/12/2016 that an unit has to comply with clause 6.3.1 along with Schedule V of PPA (in this case UMPP) . This stipulation is also similar for non UMPP plant vide MOP ,OM No. 3/2/2007/P&P dated 3/9/2009 and the stipulation in the 2009 tariff regulations of Hon'ble CERC.

(d) Hon'ble CERC and latter confirmed by Hon'ble Supreme Court that the certificate issued by Independent Engineer was false, in case of Sasan Power Ltd . Shri M C Bansal has claimed that test certificate issued by Independent Engineer M/S Black & Veatch in case of CGPL Mundra (UMPP) is false and hence CGPL Mundra has been being benefited at the cost of public . Hon'ble CERC has taken SMP No. 18/SM/2015 Dated 30/12/2015 in the matter.

Therefore, it is requested to Hon'ble Commission to take up this issue of certificates , issued by Independent Engineer, violation of MOP notification no. OM No. 3/2/2007/P&P Dated 3/9/2009 and stipulation in the 2009 tariff regulation of Hon'ble CERC , regarding all the thermal power generators plants in Madhya Pradesh , who carried out COD from 4/9/2009 onwards , while deciding this tariff order. Shri M C Bansal , will be agreed to assist Hon'ble Commission in the matter, as he is already assisting Hon'ble CERC. It is expected that Petitioners have already paid more than 5000.00 crores extra to these thermal power generators , so far on this count .

10. This para 4.4.6 also says regarding contingent liability payment to Sasan Power Ltd. This says that " As per APTEL's order dated 31/3/2016 an amount of Rs 430 Cr. Has been due on account of acceptance of COD as 31/3/2013, though the matter is being heard by Hon'ble Supreme Court and only Rs 29 cr has been paid out of the billed amount" . Our submission before Hon'ble Commission is as follows :-

(a) Hon'ble Supreme Court has already set aside the order dated 31/3/2013 of APTEL and hence this liability of Rs 430 Cr does not exist now.

(b) Commercial date of operation (COD) and commencement date of contract year are different in this case.

(c) Hon'ble APTEL decided that COD is 31/3/2013 but did not denied that commencement date of contract year was 14/4/2013 because , on this day ,this unit was synchronized with grid to supply power . This fact was also well known to MPPMCL that commencement date of contract year was 14/4/2013 , while accepting the bill of Rs 430 Cr from Sasan Power Ltd assuming that commencement date of contract year is 31/3/2013 while no power was supplied by SPL till 14/4/2013. Hence, the bill of Rs 430 Cr was falsely admitted for payment , with bad intention to cause loss to MPPMCL ..

(d) This fact also has been dealt and decided by Hon'ble Supreme Court that commencement date of contract year was 14/4/2013 . Hon'ble Supreme Court has said in its judgment that " In the first step to be taken by the seller , the unit producing electricity has to be synchronized to the grid system. It is only after synchronization takes place that the unit is commissioned" .

11. This para 4.4.6 also says that with new generating stations being added in near futures, power purchase costs shall increase further. We shall like to bring to the knowledge of this Hon'ble Commission :-

(a) Madhya Pradesh is the power surplus state and legality of all the PPA signed with up coming generating stations are to be checked.

(b) Any PPA Signed by MPPMCL which is against public interest (as already mentioned in ARR) are liable to be rejected by Govt of M.P. and this Hon'ble Commission may approve it .

(c) Government of Madhya Pradesh signed MOU of more than 40000 MW during the year 2007 to 2009. The requirement of Madhya Pradesh was much lower and such huge no. of MOU's were signed only to facilitated private developers to claim coal mines from Government of India. The private power developers quoted nearly Rs 4.00 crores per MW to make the MOU look genuine and in the interest of state. Power developers also offered to supply 5% to 7.5% power at variable rates to state.

(d) Govt of M.P. was never interested to purchase any further power from these power developers and hence restricted the purchase to 30% and inserted the clause of first right of purchase means refusal to purchase any power except power at variable rate .

(e) This also indicated by the communication dated 23/11/2009 , send by Govt of M.P. to this Hon'ble Commission that if the power price determined under MOU is more than Rs 2.45 per /KWH , Govt of M.P. will not purchase it. This fact has also been mentioned at para 61 (page no. 53-54) of Hon'ble APTEL order date 6th MAY 2010 against Appeal No. 44 of 2010.

(f) Hon'ble Commission is requested to kindly review and cancel all the orders passed under section 62 for those power developers who signed the MOU and tariff awarded is more than Rs 2.45 per unit. There is to be no violation of MOU while signing the implementation agreement and PPA.

(g) Govt of M.P. , made it clear in MOU that Hon'ble Commission function will be only advisory in nature while deriving Tariff. Hence, the tariff was not to be decided under section 62 of I E Act 2003. The clause of first right of refusal and section 62 of I.E.Act 2003 are contradictory of each other. Hence, as per contract Act, clause 57, PPA is liable to be scrapped because these can not be implemented. Private Power Developers were not even entitled to file petition before this Hon'ble Commission to get tariff order.

(h) The cost of projects of these power developers have increased very much during implementation , due to irregularities and hence PPA on increased cost , can not be enforced.

(i) Any PPA or any clause of PPA signed in violation of MOU is illegal . It is also catagorily being stated by power developers that terms of MOU has been complied while signing the PPA.

(j) Govt of M.P. has also clearly said that MOU is binding on power developers. This has been stated in its letter no. F-03/92/2011/13 Dated 25/2/2016 , while issuing NOC regarding purchase of Welspun Energy Madhya Pradesh Ltd by Adani Power Ltd.

12. This para 4.4.6 also says that growth in demand is expected is not commensurate with energy generation added. We wish to submit before this Hon'ble Commission , that an expert Committee under Energy Secretary may kindly be formed, to examine this issue and take the decision to cancel some existing PPA whose plants are under operation on the basis of tariff granted by Hon'ble Commission and to cancel all the PPA , where the tariff is not granted by this Hon'ble Commission , so far. Our request is based on following considerations :-

(a) Madhya Pradesh is the power surplus state and petitioners are paying huge amount as fixed charges , to thermal power developers due to PPA signed, without utilizing the power . No PPA can be signed , if there is no requirement of power .

(b) The payment of these fixed charges is causing increase in tariff, which is against public interest.

(c) It is the responsibility of Govt of M.P. to protect the public as consumer from this high tariff and reduce the quantum of agreed power or cancel the whole PPA it self and advise the Hon'ble Commission under section 107 of Electricity Act 2003.

(d) Govt of M.P. may also carry out the detailed enquiry on our submission of para 12 above. These PPA's have been carried on the basis of forgery, fraud, violating law and on the basis of corrupt practices.

(e) Rajasthan Electricity Regulatory Commission , cancelled several PPA in the year 2015, on similar grounds.

13. This para 4.4.6 also says that addition of renewable energy to meet RPO targets is a reason for increase in APCC. However, it is also said that no in 4.4.3 (table no. 39) that there is no further requirement of solar power in Madhya Pradesh to fulfil the RPO obligation, But., the Solar Power Park of 750 MW is coming up in Rewa Area and this will create substantial surplus power

and hence , will cause further lose to petitioner. Petitioner has to purchase 76% power of this solar plant @ Rs 2.97 per KWH (effective rate 3.32 per KWH) and to sell it @ 2.43 per unit as surplus power . Hence causing the loss of Rs 0.89 per unit . If this power is utilised in M.P, then the loss will be Rs 1.26 per unit, because, some thermal power units are to be backed down. **These losses are to be born by public of Madhya Pradesh by way of increase in tariff. Hence, petitioner can not be allowed to sign PPA with power developers of this project to purchase the power or if signed, that PPA should be cancelled . We believe that , this Solar Power Park should not come in Madhya Pradesh, because, it is against public interest.**

14. This Solar Park is a joint venture between Solar Energy Corporation of India and Madhya Pradesh Urja Vikas Nigam (MPUVN) . The installation of this Solar Park may be in the interest of MPUVN , but buying 76% power by MPPMCL by entering into PPA , from this Solar Park is against public interest . MPPMCL is registered under Indian Companies Act 2013 (previously 1956) and this comes under the category of fraud against public interest (section 447 & 448 of Act)
15. There are several important data's in ARR which are on assumption basis and hence authenticity of these whole ARR becomes suspicious and tariff awarded on the basis of these data's can not be justified.
16. ARR have assumed the commercial loss in 400kv,220kv,132kv and 33kv (para 13.3, table 72 of ARR) which is totally false. There can not be any commercial losses on these voltages , even if it is assumption. Hence , the units shown as commercial losses on this voltages , can not be allowed while deciding the ARR .
17. Billing efficiency has gone down to 96% while it was 100 % some times back . The non collection of payment against bill raised , can not be recovered from those consumers who are paying the energy bills. **This shortfall due to collection efficiency (termed as commercial losses) should be recovered from those who are responsible for it (shareholder of petitioner should bear it , to the extent , bills are waived by Govt of M.P.) and can not be termed as commercial loss. This shortfall can not be included in ARR.**
18. Return on equity can not be allowed to be included in the ARR, because , shareholder of petitioner companies , is also responsible for poor performance of these companies.

19. Petitioner companies are investing heavily in the name of system strengthening and reduction in line loss. However, this system strengthening has helped to power consumers in any way. The fact is that length of various voltage lines and capacity of transformers should be optimum and overcapacity increases technical line losses and O&M expenses, which is happening in Madhya Pradesh and same are against the interest of public. This is the fact that power demand is also not increasing so much, to justify this expenditure.
20. One of the greatest concern is regarding corruption in these power discoms which appears to be non controllable even by Chief Secretary of Govt of M.P.. The corruption is causing huge loss to public and one of the primary reason for high tariff in state. We have carried out the study on this subject and wish to submit as follows :--
- (a) There are various schemes like Deen Dayal Upadhyaya Gramin Jyoti Yojna (DDUGJY) and others which are mainly funded by REC Ltd, PFC and others. REC Ltd prepared a standard Bidding Document (SBD) to invite tenders by these Power Discoms. However, these Discoms were allowed the minor modification in SBD with the condition that directives issued by Central Vigilance Commission (CVC) are to be followed.
- (b) The Discoms made the modifications in SBD which violates the Directions issued by CVC, which is not allowed even by law. We made the complaint to Chief Secretary and the same was forwarded to Energy Secretary for enquiry. However, these power discoms are continuously violating the directions of CVC and placing orders which is against public interest.
- (c) This is not known, why the provision of Snap Bidding was introduced in bidding documents and what was the motive behind it. It is also known, how these power discoms were benefited by violating CVC directive.
- (d) We have evidences that all three power discoms of Madhya Pradesh have lost heavily due to provision of snap bidding and ultimate gainer are contractor against public interest. The loss incurred will be recovered from public by including this in ARR.
- (e) These Power Discoms officials are taking several decisions causing loss to Discoms and these losses are claimed in ARR and hence causing increase in tariff. We presume that this amount is nearly Rs 500.00 crores per year. We have studied the case of M/S Fedders Lloyd Corporations Ltd, New Delhi working as contractor with MPMKVCL, Bhopal and have written several letters

to competent authorities . There are numerous cases of this type in Power Discoms The details are as follows :-

(i) The notification of award clause 9.00 says that agreement is to be executed within 28 days from the date of notification of award. This clause supersede all the clauses of tender document if they contradict . This is binding on MPMKVVCL and any violation of this clause is not allowed and violation is also against public interest, because MPMKVVCL will lose to forfeit bid guarantee .

(ii) MPMKVVCL Did not en cashed the bid guarantee intentionally and allowed the contractor to execute the agreement after due date of 24/1/2017 , violating the clause 9.00 of NOA.

(iii) MPMKVVCL also forfeited its right to claim 15% extra subsidy from Govt of India by violating the clause 9.00 of NOA and hence caused a loss of nearly Rs 10.00 crores to Discom.

(f) Due to non performance of contractors , power discoms suffer losses , but the same are not quantified and not recovers from contractor while giving the extension to complete the work in extended time. The abstract from the supplementary notice no. MD/MK/ADB Cell /1567 21/12/2016 issued to M/S Feders Llyod , is as follows

“ As you were already aware that this HVDS is of vital public importance and is aimed to provide 24 hours supply to the rural domestic and 10-12 hours uninterrupted supply to agriculture consumers at the same time to reduce sub-transmission losses . Due to your nonperformance , the poor people are not getting benefit and resulting into financial losses to the company. The main social development expected from the project is also overdue” .

The time allowed in the schemes are nearly two years for completion, but these type non performing contractors are taking more than six years and still continue to be favoured by MPMKVVCL . The losses incurred as mentioned , are recovered by power discoms from public by way of increase in tariff. These type of non performing contractors are not blacklisted , debarred from further contracts . On the contrary, the fresh contract awards are given to them.

(g) Govt of India allowed an additional subsidy of 15% to power discoms if the scheme is implemented in prescribed manner. However, M.P. power DIDCOMS are violating the norms since beginning of award of contract and forfeit their rights to claim this subsidy. Non claim of this subsidy is against public interest and hence ARR should be reduced accordingly.

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This subsidy /additional grant (50% of loan component i.e 5% for special category states and 15% for other states) under the scheme will be released subject to achievement of following milestones :-

- (i) Timely completion of the scheme as per laid down milestones.
- (ii) Reduction in AT&C losses as per trajectory finalized by MoP in consultation with state Governments (Discom- wise).
- (iii) Upfront release of admissible revenue subsidy by State Govt based on metered consumption.

Hon'ble Commission is requested to kindly confirm from Petitioner regarding receipted amount of subsidy under this provision.

(h) The power discoms are often terminating the contract of some non performing contractors and their performance guarantees (10% of ordered value) are en cashed. It is the responsibility of power discoms to credit the amount of en cashed performance guarantee as revenue receipt and should be shown as profit in ARR. This amount is more than 100 crores per annum.

(i) Power discoms are extending non interest bearing payment against bank guarantee towards mobilization advance to contractor. The time schedule to complete the contract is decided in the beginning and this advance given are to be recovered according to this time schedule . Power discoms pays interest to its financiers/lenders availing the cash credit while this advance given is non interest bearing and BG gives only safety of advance and do not compensate for interest on advance given. Therefore , Power Discoms has no authority to extend the time period and schedule of return back of this mobilization advance, even if the time extension is allowed to complete the contract. Hence, the losses occurred to Power Discoms in last ten years must be worked out , recovery is affected from contractors and credit is given in current year ARR .

21. Petitioners are taking various measures to reduce power consumption by taking energy efficient equipments like LED bulbs etc . Govt of M.P. is also encouraging roof top solar power and other measures . It can be noted that good amount of subsidy is given to encourage these measures. However, Petitioners are losing Rs 1.26 per unit due to these measures because more money to be paid to thermal power generators for back down of power.

Petitioners have said that Railways has exercised its right under deemed distribution licensee status and have stopped taking power from petitioners. Industries are also opting for open access . Hence , Petitioners have proposed rebates for Railways, captive and open excess consumers.

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The above situation are its own making by Petitioners. The increase in tariff was resisted by Railway and others for long time and ultimately exercised their rights , because , they were not able to afford , such costly power. Petitioners can not over charge these type of consumers for its own inefficiencies, corruption , mis planning etc . This is also fact that cheaper power is available to them , elsewhere . **However, domestic consumers are at the mercy of petitioners and are already suffering very badly due to high tariffs . They have no choice to refuse to take power from these petitioners and hence being exploited.**

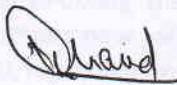
Our submission to Hon'ble Commission, that after considering all the fact , put by us before your good self, there are sufficient reasons to reduce the existing tariff by at least twenty percent , across the board. Petitioners , it self are asking relief for Railways and some others, but burdening helpless domestic consumers .

We shall further submit that Petitioners have to be competitive and should not harass helpless domestic consumers to bear the burnt of misdeed of Petitioners.

Thanking You.

- Enclosures :-
1. Copy of order of Hon'ble Supreme Court dated 8/12/2016, page nos 1,42-47 ,63.
 2. CERC order regarding MPGENCO.
 3. CERC order dated 30/5/2015 regarding 18/SM/2015.
 4. CERC order dated 20/6/2013 , page no. 1-2,18,23-25.
 5. APTEL order dated 6th May 2010 , page no.1,52-54.
 6. Energy Department letter no. F-03/92/2011/13 DATED 25TH Feb 2016.
 7. News report in Financial Express.
 8. Acknowledgement of complaint.
 9. Copy of Annual Report of Energy Department, year 2008-09.

Yours Faithfully



(M C Bansal)
(Authorized Signatory)

Copy to :- Secretary (Energy), Government of Madhya Pradesh, 3rd Floor, Vallabh Bhawan,
Bhopal (M.P.)- 462004 . It is requested to kindly take appropriate action in public interest.

o/c

REPORTABLE

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS.5881-5882 OF 2016

**ALL INDIA POWER ENGINEER
FEDERATION & ORS.**

... APPELLANTS

VERSUS

SASAN POWER LTD. & ORS. ETC.

...RESPONDENTS

WITH

CIVIL APPEAL NOS.5239-5240 OF 2016

CIVIL APPEAL NO.5246 OF 2016

CIVIL APPEAL NOS.5342-5343 OF 2016

CIVIL APPEAL NO.5879 OF 2016

CIVIL APPEAL NO.5355 OF 2016

CIVIL APPEAL NO.5365 OF 2016

CIVIL APPEAL NO.5367 OF 2016

CIVIL APPEAL NO.5956 OF 2016

J U D G M E N T

R.F. Nariman, J.

1. These appeals have been argued over a number of days, but ultimately the points raised in them lie within a narrow compass.
2. On 19.1.2005, the Central Government, in exercise of powers under Section 63 of the Electricity Act, 2003 issued guidelines for a

“Deviation from process defined in the guidelines

5.16 In case there is any deviation from these guidelines, the same shall be with the prior approval of the Appropriate Commission. The Appropriate Commission shall decide on the modifications to the bid documents within a reasonable time not exceeding 90 days.”

29. A perusal of the CERC tariff adoption order in the present case dated 17.10.2007 makes it clear that the tariff is adopted by the Commission only because the competitive bidding process which has been undertaken is in accordance with the guidelines so issued.

30. All this would make it clear that even if a waiver is claimed of some of the provisions of the PPA, such waiver, if it affects tariffs that are ultimately payable by the consumer, would necessarily affect public interest and would have to pass muster of the Commission under Sections 61 to 63 of the Electricity Act. This is for the reason that what is adopted by the Commission under Section 63 is only a tariff obtained by competitive bidding in conformity with guidelines issued. If at any subsequent point of time such tariff is increased, which increase is outside the four corners of the PPA, even in cases covered by Section 63, the legislative intent and the language of

Sections 61 and 62 make it clear that the Commission alone can accept such amended tariff as it would impact consumer interest and therefore public interest.

31. But on the facts of these cases, it is argued by learned counsel for Sasan that in point of fact the tariff laid down in Schedule 11 of the PPA has not been sought to be changed. All that has happened is that, as a result of COD being declared on 31.3.2013, the very tariff laid down in Schedule 11 becomes applicable, but for year one being treated as one day and year two commencing from 1.4.2013. Counsel for Sasan may be right in saying this, but the substance of the matter is that a consumer would have to pay substantially more by way of tariff under the PPA if year one is gobbled up in one day, as year two's tariff is one paisa more than year one and year three's tariff is substantially more than year two. In short, instead of getting two years or part thereof exceeding one year at a substantially lower tariff, the consumer now gets only one year and one day at the lower tariff rates. This may also by itself not lead to the parties having to go to the Commission as this is envisaged by the PPA. But it is clear that if a waiver is to be accepted on the facts of this case, it would clearly impact the public interest, in that consumers would have to

pay substantially more for electricity consumed by them. This being the case, on facts it may not be necessary to go to the Commission as had Sasan in fact met the parameters of Schedule 5 on 30th March, then as per Schedule 11, year one would in fact have been only for one day. However, any waiver of the requirement of Schedule 5 would definitely impact the generation of electricity at the mandated percentage of contracted capacity as also the amounts payable by consumers, and would therefore affect the public interest.

This being the case, this is not a case covered by the judgments cited on behalf of Sasan, in particular the judgment of this **Court in Commissioner of Customs, Bombay v. Virgo Steels Bombay**, (2002) 4 SCC 316, in which it has been held that even the mandatory requirement of a statute can be waived by the party concerned, provided it is intended only for his benefit. This case would fall within the parameters of the other judgments referred to above, and would therefore be governed by judgments which state that any waiver of the requirements of Article 6.3 and Schedule 5 would ultimately impact consumer interest and therefore the public interest. Such waiver therefore cannot be allowed to pass muster on the facts of the present case.

32. Since the result of this case also depends upon the correct reading of Article 6 read with Schedule 5 of the PPA, and whether there has been waiver in fact in the sense of being the intentional relinquishment of a known right by the procurers or on their behalf, it is necessary to advert to the scheme of Article 6, the independent engineer's certificate, and various meetings, emails, and letters exchanged between the parties. Article 6 deals with synchronization, commissioning, and commercial operations. In the first step to be taken by the seller, the unit producing electricity has to be synchronized to the grid system. It is only after synchronization takes place that the unit is to be commissioned. What is important is that at the commissioning stage, the parameters mentioned in Schedule 5 are to be met. The most important parameter mentioned in Schedule 5, when the performance test is to be taken for the purpose of commissioning, is that a unit shall be deemed to have passed such test only if it operates continuously for 72 consecutive hours at or about 95% of its contracted capacity as existing on the effective date and within the electrical system limits and functional specifications. Further, as a part of the performance test, the seller must demonstrate that the unit meets functional specifications for ramping

rate separately mentioned in Schedule 4 of the PPA. It is only when such test is passed that a unit can be said to be commissioned under the PPA. This then is to be certified by the independent engineer jointly appointed by the parties under Article 6.3.1, in the form of a final test certificate, which states that (a) the commission tests have been carried in accordance with Schedule 5 and are acceptable to him, and (b) the result of the performance test shows that the unit's tested capacity is not less than 95% of the contracted demand as existing on the effective date.

33. If the Schedule 5 parameters are not met, it is incumbent on the independent engineer to then state reasons for the non-issuance of the final test certificate. Once this is done, under Article 6.3.2, the seller may retake the relevant test within a reasonable period after the end of the previous test so as to comply with the basic requirements of Schedule 5. It is only after this that a unit can be said to be a "commissioned unit" as defined, which means that it is a unit in respect of which COD has occurred. COD or commercial operation date is also separately defined as meaning, in relation to a unit, the date one day after the date when each of the procurers receives a final test certificate of the independent engineer as per

Article 6.3.1. It is thus clear that the scheme of Article 6 is that a unit cannot be said to have a commercial operation date unless and until it is first synchronized with the grid and commissioned after meeting the parameters mentioned in Schedule 5 of the PPA.

34. Article 6.3.3 refers to performance tests of a unit during the period of the PPA. If under Article 6.3.3 after COD has been achieved in a unit, an increased tested capacity over and above that provided in 6.3.1 (b) is achieved in a subsequent performance test, certain consequences follow. Equally, if after COD has been obtained in a unit, and the most recent performance test mentioned during the working of the PPA has been conducted, and it is found that in such test a figure less than contracted capacity is achieved, the unit shall be de-rated with certain consequences which are mentioned in Article 6.3.4 read with Article 8.2.2. The scheme of Article 6 therefore read as a whole appears to be that COD cannot be achieved until the parameters mentioned in Schedule 5 are achieved and there is a final test certificate to that effect. The subsequent clauses, Article 6.3.3 and Article 6.3.4 only kick in after COD is obtained in a unit, leading to either increased capacity or to de-rated capacity with consequences which follow under the PPA.

the contradictory nature of the judgment of the Appellate Tribunal, when it points out that the requirement of Article 6.3.1 is not merely for the private benefit of the procurers of electricity, but is as a matter of general policy; and then later on in the judgment finds that no question of public interest or public policy arises in the present case. In these circumstances, this plea must also be turned down. In the result, the appeals are allowed but with no order as to costs.

CIVIL APPEAL NOS. 1237-1240 OF 2016
CIVIL APPEAL NO. 224J.
CIVIL APPEAL NOS 5345 (Kurian Joseph)
CIVIL APPEAL NO. 5371 OF 2016
CIVIL APPEAL NO. 5353 OF 2016
CIVIL APPEAL NO. 5385 OF 2016
CIVIL APPEAL NO. 538J.
CIVIL APPEAL NO. 535 (R.F. Nariman)

New Delhi;
December 08, 2016.

J U D G M E N T

R.F. Nariman, J.

1. These appeals have been argued over a number of days, but ultimately the points raised in them lie within a narrow compass.

2. On 19.1.2005, the Central Government, in exercise of powers under Section 63 of the Electricity Act, 2003 issued guidelines for a

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 383/MP/2014

Coram:

**Shri Gireesh B. Pradhan, Chairperson
Shri A.K. Singhal, Member
Shri A.S. Bakshi, Member**

Date of Order: 15th of February, 2017

In the matter of

Application under clause 4 Part-7 of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 for extension of time for implementation of Restricted Governor Mode Operation (RGMO) as required under clause 5.2 (f) of the Regulation, in respect of certain Thermal and Hydel Generating Stations operated by the Madhya Pradesh Power Generating Co. Limited.

And

In the matter of

M.P. Power Generating Co. Ltd.
Block No. 9. Shakti Bhawan
Rampur, Jabalpur (M.P.) – 482008

.....Petitioner

Vs

Western Regional Load Despatch Centre
F – 3, M.I.D.C. Area, Marol, Andheri (East),
Mumbai – 400093

.....Respondent

Following were present:

Shri Ravin Dubey, Advocate, MPPGCL
Shri Rajeev Srivastava, MPPGCL
Shri A.K. Nema, MPPGCL
Shri G. Dixit, MPPGCL
Shri S.R Narsimhan, WRLDC
Ms Pragya Singh, WRLDC

equipped with RGMO facility and diligent efforts are within the provisions of the Grid Code.

(f) The petitioner is a State Government Company which is required to adhere to guidelines and procedures for making economic, fair and transparent purchases and procurements. The management of the company is required to take due care to ensure that the purchase/ procurements are made at a most competitive rates. When quotes of OEM prima facie appear to be very high on single quotation basis then the management has to either negotiate with OEM for quoting a lower price or to go for open tendering. The letter of the OEM, M/s BHEL dated 12.2.2014 cited by WRLDC, apparently speaks the tale of a similar predicament faced by the petitioner in case of some HPS, wherein the rates quoted by the OEM were considered very much on the higher side and having been unsuccessful in negotiating lower rates, it was considered appropriate to go for open tendering to make procurement at reasonable rates. Such situations result in avoidable delays.

(g) The petitioner has submitted the status of the generating stations as under:

S. No.	Name of the station	Extension sought up to	Reasons
Thermal station			
1.	SGTPS, Birsingpur (4x210 MW)	N.A.	RGMO has also been successfully put into service besides 500 MW Unit already running with RGMO.
Hydel Stations			

MW for hydro stations for providing primary response through FGMO/RGMO may be increased to 25 MW.”

25. With regard to exemption to small hydro stations from the implementation of RGMO/FGMO, the Committee has recommended as under:

“The current lower limit of 10 MW for hydro stations for providing primary response through FGMO/RGMO may be increased to 25 MW.”

26. The Committee has suggested that in consideration of small contribution, these units make to the overall FRC and considering their maintenance and operational problems, the current limit of 10 MW for hydro stations for providing primary response through FGMO/RGMO should be increased to 25 MW.

27. We have considered the suggestion and recommendation of the Committee. We direct the staff of the Commission to initiate the proposal for amendment of the Grid Code for consideration of the Commission. Meanwhile, all hydro units of the petitioner having capacity of 25 MW and below are exempted from providing primary response through FGMO/RGMO. Accordingly, Gandhisagar HPS (5 x 23 MW), Bansagar - II HPS (2 x 15 MW), Bansagar- III (3 x 20 MW), Bansagar-IV (2 x 10 MW), Rajghat HPS (3 x 15 MW) and Madikheda HPS (3 x 20) are exempted from providing primary response in terms of the provisions of the Grid Code.

28. Petition No. 383/MP/2014 is disposed of with the above directions.

Sd/-
(A.S. Bakshi)
Member

sd/-
(A.K. Singhal)
Member

sd/-
(Gireesh B.Pradhan)
Chairperson

CENTRAL ELECTRICITY REGULATORY COMMISSION
केन्द्रीय बिजली विनियामक आयोग
CENTRAL ELECTRICITY REGULATORY COMMISSION
चतुर्थ तल, चन्द्रलोक भवन, 36, जणपथ, नई दिल्ली-110 001
4th floor, Chanderlok Building, 36, Janpath, New Delhi-110001
Ph: 23753942 Fax-23753923

याचिका सं/ Petition No. 18/SM/2015

तारीख/Dated 01/01/2016

सेवा में / To,

महोदय/Sir,

मुझे याचिका/पुनर्विलोकन याचिका/आई. ए. संख्या ~~95/2015~~ में तारीख 30/11/2015 के आदेश की प्रति आपकी जानकारी तथा आयोग के निर्देश का अनुपालन करने के लिए भेजने का निर्देश हुआ है।

I am directed to send herewith a copy of Order dated . 30/11/2015... in Petition/Review Petition No. As above for your information and compliance of Commission's direction(s).

2. याचिकाकर्ता से अनुरोध है कि वह याचिका/पुनर्विलोकन याचिका की अतिशेष फीस, यदि पहले भुगतान नहीं किया गया हो, का यथाशीघ्र भुगतान करें।

The Petitioner is requested to remit the balance filing fee for the / Review Petition immediately, if it has not been remitted already.

01/01/2016
तारा दत्त पंत/T. D. Pant
उप प्रमुख (विधि)/Deputy Chief (Legal)

CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI

Petition No. 18/SM/2015

Coram:

Shri Gireesh B. Pradhan, Chairperson
Shri A.K. Singhal, Member
Shri A.S. Bakshi, Member
Dr. M.K. Iyer, Member

Date of Order: 30.12.2015

In the matter of

Declaration of commercial operation of Units 20 to 50 of the Mundra Ultra Mega Power Project developed by Coastal Gujarat Power Limited

And

In the matter of

1. Managing Director,
Coastal Gujarat Power Ltd.
34, Sant Tuka Ram Road, Carnac Bunder,
Mumbai-400 021
2. Managing Director,
Gujarat Urja Vikas Nigam Ltd.
Sardar Patel Vidyut Bhawan, Race Course,
Vadodara – 390 007, Gujarat
3. Managing Director,
Maharashtra State Electricity Distribution Company Ltd.
4th Floor, Prakashgad, Plot No. G-9,
Bandra (East), Mumbai-400051, Maharashtra
4. The Chairman and Managing Director,
Ajmer Vidyut Vitaran Nigam Ltd.
Hathi Bhata, Old Power House, Jaipur Road,
Ajmer-305001, Rajasthan
5. The Chairman and Managing Director,
Jaipur Vidyut Vitaran Nigam Ltd.
Vidyut Bhawan, Janpath,
Jaipur-302005, Rajasthan



6. The Chairman and Managing Director,
Jodhpur Vidyut Vitran Nigam Ltd.
New Power House, Industrial area,
Jodhpur-342003, Rajasthan
7. The Chairman and Managing Director,
Punjab State Power Corporation Ltd.
The Mall, Ablowal,
Patiala-147 001, Punjab
8. Managing Director,
Uttar Haryana Bijli Vitaran Nigam Ltd.
C-16; Vidyut Sadan, Sector-6, Room No. 329,
Panchkula-194 109, Haryana
9. Managing Director,
Dakshin Haryana Bijili Vitaran Nigam Ltd.
Vidyut Sadan, Vidyut Nagar, Hissar-125 005
10. General Manager,
Western Regional Load Despatch Centre (WRLDC)
Plot No. F-3, Central Road,
MIDC Area, Marol, Andheri (East), Mumbai-400093
11. M/s Black & Veatch Consulting Private Ltd.
Pride Parmar Galaxy,
10/10 + A 3rd Floor, Sadhu Vaswani Chowk,
Pune-411 001, Maharashtra
12. Shri M.C. Bansal
Energy Consultant,
E-5/85, 1st Floor, Arera Colony
Bhopal-462016, Madhya Pradesh

.....Respondents

.....Proforma Respondent

ORDER

Sh. M.C. Bansal, Retired Engineer from MP Electricity Board and presently stated to be engaged as Energy Consultant, in his letters addressed to Secretary Ministry of Corporate Affairs and Shri Rajeev Kumar Agarwal, Whole Time Member (SEBI) has raised the issue of certain alleged irregularities in the commissioning of Units 20 to 50 of the 4000 MW Mundra Ultra Mega Power Project of Coastal Gujarat Power Ltd (CGPL).



The above mentioned letters have been forwarded by SEBI to the Commission for taking necessary action.

2. The Secretary of the Commission sought the comments of CGPL and Western Regional Load Despatch Centre (WRLDC) on the letter of Shri Bansal. The responses of CGPL and WRLDC have been received vide letters dated 27.07.2015 and 14.07.2015 respectively. The letter of Shri Bansal and the replies of Tata Power Enterprises and WRLDC are enclosed as **Annexures 1 to 3** of this order.

3. Shri Bansal, has submitted that CGPL has declared the commercial operation of the Units 20, 30, 40 and 50 of Mundra UMPP without these units having demonstrated the tested capacity of 95% of the Contracted Capacity for continuous period of 72 hours as required under the provision of Article 6.3.1 read with Schedule 5 of the Power Purchase Agreement (PPA) dated 22.4.2007. After consideration of all documents available on record, the Commission is of the view that the matter needs to be examined in detail.

4. The Commission in exercise of its power under Regulation 24 of the Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 (hereinafter "Conduct of Business Regulations") hereby initiates a suo-moto proceedings and directs issue of notices to CGPL, Distribution Companies of the Procurer States, Independent Engineer as well as WRLDC to explain the facts and circumstances leading to the declaration of commercial operation of Units 20 to 50 of the Mundra UMPP.

5. The Commission in exercise of its power under Regulation 74 (d) of the Conduct of Business Regulations directs all concerned, namely, CGPL, the Distribution Companies

of the Procurer States, M/s Black & Veatch (Independent Engineer) and WRLDC to place on record all the relevant documents relating to the Performance / Commissioning Test and the Commercial Operation of Units 20 to 50 of Mundra UMPP and scheduling of power from these units, and in particular, the following information:

- a) The procedure prepared by the Independent Engineer for conducting Performance / Commissioning Test.
- b) The performance of the Units 20 to 50 of Mundra UMPP during the Performance / Commissioning Test.
- c) The details alongwith a copy each of correspondence between CGPL and WRLDC regarding the Performance / Commissioning Test and declaration of COD.
- d) Observations / comments of the Procurer States on the performance of Units 20 to 50 of the Mundra UMPP during the Performance / Commissioning Tests and on the Final Test Certificate issued by Independent Engineer.
- e) The correspondence between CGPL and Procurer States with regard to the Performance / Commissioning Test, acceptance of the Final Test Certificate of the Independent Engineer and declaration of commercial operation of units 20 to 50 of Mundra UMPP.
- f) Details of the discussion held in the meeting under the aegis of CEA on 29.05.2015 and the outcome thereof, alongwith minutes of the meeting, if any.



g) Any other material or submission that the respondents intend to make which is of relevance to the issue under consideration in the present proceedings.

6. Sh. M. C. Bansal is granted liberty to participate in the proceeding and place the necessary material in support of the issues raised by him.

7. All the parties are required to submit the relevant information on affidavit, by 15th January 2016. The Commission will conduct a hearing to give opportunity to all the parties to present their views. The hearing of the present proceeding will take place on 28th January, 2016 at 1030 hrs.

Sd
(Dr. M. K. Iyer)
Member

Sd
(A. S. Bakshi)
Member

Sd
(A. K. Singhal)
Member

Sd
(Gireesh B. Pradhan)
Chairperson

CERTIFIED TRUE COPY

d. 1.16

Authorised Signatory
C.R.C.

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 85/MP/2013

Coram:

**Shri V.S. Verma, Member
Shri M. Deena Dayalan, Member
Shri A.S. Bakshi, Member (EO)**

Date of Hearing: 23.5.2013

Date of Order : 20.6.2013

In the matter of

Sasan UMPP-Declaration of COD and scheduling

And

in the matter of

Western Regional Load Despatch Centre, Mumbai

Petitioner

Vs

1. Sasan Power Limited, Mumbai
2. Lahmeyer International (India) Pvt. Ltd.

Respondents

1. MP Power Management Company Limited, Jabalpur
2. Pashchimanchal Vidyut Vitran Nigam Limited, Meerut
3. Purvanchal Vidyut Vitran Nigam Limited, Varanasi
4. Madhyanchal Vidyut Vitran Nigam Limited, Lucknow
5. Dakshinchal Vidyut Vitran Nigam Limited, Agra
6. Punjab State Power Corporation Limited, Patiala
7. Tata Power Distribution Limited, New Delhi
8. BSES Rajdhani Power Limited, New Delhi
9. BSES Yamuna Power Limited, New Delhi
10. Harynan Power Generation Corporation Limited, Panchkula
11. Ajmer Vidyut Vitran Nigam Limited, Ajmer
12. Jaipur Vidyut Vitran Nigam Ltd, Jaipur
13. Jodhpur Vidyut Vitran Nigam Ltd, Jodhpur
14. Uttarakhand Power Corporation Ltd, Dehradun
15. Central Electricity Authority, New Delhi

Proforma Respondents

Following were present:

Shri Sitiesh Mukherjee, Advocate for the petitioner
Shri Sakya Choudhuri, Advocate for the petitioner
Shri Amit Kapur, Advocate, SPL
Shri S K Sonee, POSOCO
Shri P Pentayya, WRLDC
Ms. S. Usha, WRLDC

Shri V.K. Agarwal, POSOCO
Ms. Jyoti Prasad, POSOCO
Shri S.S. Barpanda, POSOCO
Shri Vinod, WRLDC

ORDER

The petitioner, Western Regional Load Despatch Centre (hereafter "WRLDC") in the present petition has made the following prayers, namely:

(a) Look into the veracity of the certificate issued by the Independent Engineer in view of deliberate suppression and misrepresentation of the facts and issue suitable direction to Respondent no. 2 to desist from such acts.

(b) Kindly look into the matter of Respondent No. 1 indulging into intentional mis-declaration of parameters related to commercial mechanism in vogue and has purported to declare the part (de-rated) capacity of 101.38 MW as commercial on the grounds of load restriction by WRLDC and issue suitable directions in the matter.

(c) Issue specific guidelines with respect to declaration of COD of the generators who are not governed by the CERC (Terms and Conditions of Tariff) Regulations, 2009 to be in line with CERC regulations so that the same can be implemented in a dispute free manner and eliminate any possibility of gaming by generator.

(d) The Commission may give any further directions as deemed fit in the circumstances of the case."

2. The submissions of the petitioner are as under:

(a) Sasan UMPP having ultimate installed capacity of 6x660 MW falls within the control area jurisdiction of Western Regional Load Dispatch Centre (WRLDC), in terms of Regulation 6.4.2. (b) of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 (Grid Code). Sasan Power Limited (SPL) started its testing and commissioning activities of first unit (GT#3) w.e.f. 17.3.2012 and started drawing power from the Western Region grid in accordance with clause 6.2 of the Procedure approved by the Commission vide its order dated 31.12.2009 under Central Electricity Regulatory Commission (Grant of Connectivity, Long term access,

Electricity Regulatory Commission (Unscheduled Interchange Charges and related matters) Regulations, 2009, as amended from time to time."

The above provisions allow RLDC to monitor the injection of infirm power during the testing and commissioning of a generating station before the COD and in that connection, WRLDC has the power to call for the specific details of testing and commissioning activity, its duration and the intended injection of infirm power and allow permission for such injection keeping in view the grid security. All these activities form part of the statutory duty of RLDC to monitor grid operation.

20. In so far as the SPL is concerned, it is an Ultra Mega Power Project whose tariff has been discovered through the competitive bidding route and has been adopted by this Commission to be governed by the terms and conditions of the PPA between Sasan Power Limited and the procurers. It bears mention that the PPA forms part of the Standard Bidding Documents developed in line with the Competitive bidding guidelines prescribed by the Central Government under section 63 of the Act. Any amendment to the signed PPA can only be carried out with the approval of this Commission. WRLDC as the System Operator has the power to look into the provisions of the PPA and ask the parties for compliance in relation to the matters relating to grid operation and scheduling and dispatch of power. Further, as per OM dated 3.9.2009 issued by the Ministry of Power, a thermal unit is to be considered as commissioned when the construction and commissioning of all plants and equipments required for operation of the unit at rated capacity are complete and the unit achieves full rated load on the designated fuel. As the System Operator, RLDC should satisfy itself that the standard guidelines relating to commissioning of a thermal unit and the terms and conditions of the PPA are duly complied with.

intimated the commercial operation of the Unit from 0:00 hrs of 31.3.2013 and sent the declared capacity of the Sasan UMPP for 31.3.2013 for 620.4 MW. In our view, SPL has not acted strictly as per the provisions of the PPA. Moreover, Ministry of Power in its OM No.3/2/2007/P&P dated 3.9.2009 has notified the revised definition of commissioning of generation power projects which is applicable to all generating stations. The relevant provisions of the OM with regard to thermal generation project are extracted as under:

"A thermal unit may be considered as commissioned when the construction and commissioning of all plants and equipments required for operation of the unit at rated capacity are complete and the unit achieves full rated load on the designated fuel."

Further, 2009 Tariff Regulations of this Commission defines the date of commercial operation of a thermal generating station as under:

"(12) 'date of commercial operation' or COD means
(a) in relation to a unit or block of the thermal generating station, the date declared by the generating company after demonstrating the maximum continuous rating (MCR) or the installed capacity (IC) through a successful trial run after notice to the beneficiaries, from 0000 hour of which scheduling process as per the Indian Electricity Grid Code (IEGC) is fully implemented, and in relation to the generating station as a whole, the date of commercial operation of the last unit or block of the generating station."

It is evident from the above that as per the PPA, MoP OM of 3.9.2009 and the 2009 Tariff Regulations of the Commission, commercial operation of a unit of the generating station can be declared only after it is demonstrated that the tested capacity is not less than rated capacity, in this case, 95% of the contracted capacity.

Since the tested capacity was only 101.38 MW as against the required tested capacity (95% of the contracted capacity) of the unit, we direct SPL to carry out the fresh testing in accordance with the PPA to achieve the unit tested capacity of not less than 95% of the contracted capacity as existing on the effective date. The guidelines of MoP issued vide OM dated 3.9.2009 and the stipulations in the 2009

[Handwritten signature]

Tariff Regulations of this Commission with regard to date of commercial operation also need to be complied with.

25. On perusal of Annexures-14, 15 and 17 of the petition it is revealed that WRLDC has accepted COD of the unit for 101.38 MW based on the Independent Engineer certificate. In its letter dated 5.4.2013 (Annexure 14) to Reliance Power Limited, WRLDC has accepted the certificate of the Independent Engineer that the first unit of Sasan UMPP was certified for COD with tested capacity of 101.38 MW and has sought consent from SASAN for scheduling in line with the letter from MPPGCL. In its letter dated 9.4.2013 to SPL and MPPMCL (Annexure 15), WRLDC has stated that infirm power above 101.38 MW cannot be scheduled and after declaration of COD, infirm power will not be allowed to be injected into the grid. In its letter dated 15.4.2013 to CEA (Annexure 17), WRLDC has noted that the lead procurer has given acceptance for COD for de-rated capacity of 101.38 MW. In our view, since WRLDC is required to schedule the power in accordance with the contract entered into with the licensees or the generating companies operating in the region in terms of Section 28 of the Act, it is expected of WRLDC that it should have satisfied itself about the COD of the generating station in accordance with the provisions of the PPA, MoP OM dated 3.9.2009 and 2009 Tariff Regulations of this Commission.

26. We further notice that the lead procurer has also expressed its agreement to schedule the station with DC of 101.38 MW knowing fully well that the unit has not been declared under commercial operation in accordance with the PPA. Understandably, the procurers were too eager to have power from the station being

the cheap power but schedules could not have been given without the unit being declared under commercial operation in accordance with the provisions of the PPA.

27. In view of the above discussion, we are of the view that the certificate given by the Independent Engineer for declaration of COD for 101.38 MW cannot be sustained. Consequently, we direct that SPL shall undertake fresh testing of the unit to achieve the tested capacity in accordance with the provisions of Article 6.3.1 read with Schedule 5 of the PPA. The power injected by the generating station till declaration of COD by SPL shall be treated as infirm power in accordance with the regulations of the Commission.

28. In view of our directions in Para 24 above, there is no requirement to any directions on the first and second prayer of the petitioner. As regards, the third prayer for issue of specific guidelines with declaration of COD in respect of the generators other than those governed by the tariff regulations of the Commission, we are of the view that there is need for clarity and accordingly direct to staff to examine the issues and submit a proposal for consideration of the Commission. The guidelines issued by Central Electricity Authority/Ministry of Power and the existing provisions of the 2009 Tariff Regulations should be kept in view.

29. The petition is disposed of in terms of the above.

sd/-
(A.S. Bakshi)
Member

sd/-
(M. Deena Dayalan)
Member

sd/-
(V.S. Verma)
Member

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(1)

GOVERNMENT OF MADHYA PRADESH
ENERGY DEPARTMENT
MANTRALAYA, VALLABH BHAWAN

No. F-03 / 92 / 2011 / 13

Bhopal, Dated

To,

25 FEB 2016

M/s Welspun Energy Madhya Pradesh Ltd.,
Welspun House, 7th Floor,
Kamala City, S.B. Marg,
Lower Parel (W),
Mumbai - 400013.

Sub:- 3x660 MW thermal power project being implemented by M/s Welspun Energy Madhya Pradesh Ltd. in Distt. Katni - transfer of 100% equity to M/s Adani Power Ltd.

- Ref: -
1. Your letter dated 9.10.2015.
 2. M/s WECPL's letter dated 23.12.2015 addressed to MD, MPPMCL.
 3. M/s Adani Power Ltd., letter dated 23.12.2015 addressed to Chairman, MPPMCL.
 4. M/s WECPL's letter dated 9.02.2016 addressed to MD, MPPMCL.

∴

M/s Welspun Energy Madhya Pradesh Ltd. (WEMPL) have executed a Memorandum of Understanding (MoU) and an Implementation Agreement (IA) with Government of Madhya Pradesh (GoMP) on 24.11.2009 & 18.03.2011 respectively for setting up 3x660 MW thermal power project in Distt. Katni, Madhya Pradesh. As per provisions under these MoU & IA, M/s WEMPL have executed a Power Purchase Agreement (PPA) with GoMP on 16.08.2011 for supply of 5/7.5% power at Variable Charge/ Cost, to be determined by appropriate commission. M.P. Power Management Company Ltd. (MPPMCL) is the nominated agency of GoMP under the said PPA.

2. M/s WEMPL vide letter dated 9.10.2015, cited under reference, have intimated that, to facilitate early implementation of the 3x660 MW thermal power project in District Katni, M/s Welspun Energy is proposing to transfer its 100% equity in the project SPV i.e. M/s WEMPL to M/s Adani Power Ltd., who have a proven track record of speedy execution of large power projects. Further, it has been requested to issue "No Objection Certificate" (NoC) for transfer of 100 % equity shares of M/s WEMPL to M/s Adani Power Ltd. and further development of the subject cited project by M/s Adani Power Ltd.

3. Further, M/s Welspun Energy Chhattisgarh Private Ltd. (WECPL) vide letter dated 23.12.2015 have informed that M/s Welspun Energy Private Ltd. (WEPL) is owning the project SPV namely WEMPL through its wholly owned subsidiary M/s WECPL. The proposed transfer shall be executed by way of transfer of entire investment in share capital of WECPL by WEPL in favour of M/s Adani

Mit


कायदेव लोकाधिकारी
कायदेव लोकाधिकारी
मंत्रालय, भोपाल

Power Ltd. i.e. WEPL will transfer its 100% share capital in WECPL to M/s Adani Power Ltd. along with its investment in WEMPL. As a result, WECPL shall become wholly owned subsidiary of M/s Adani Power Ltd. and WEMPL would indirectly get transferred to M/s Adani Power Ltd., along with WECPL. After the proposed transfer, M/s WEMPL shall continue as a party to PPA executed by them with GoMP for procurement of power at Variable Charge. M/s Adani Power Ltd. who will be acquiring this SPV through WECPL shall ensure that financial interest of MPPMCL will not be affected. After proposed transfer of 100% shares, all the obligations of M/s WEMPL with regard to MoU, IA & PPA shall be the obligations of Adani Power Ltd.

4. Further, M/s Adani Power Ltd. vide referred letter have confirmed that they will be acquiring SPV namely WEMPL through WECPL and shall ensure that financial interests of MPPMCL are not affected. They have further undertaken that, after transfer of 100% equity, all the obligations of WEMPL and promoters with regard to MoU, IA & PPA shall be the obligations of Adani Power Ltd. They have also assured for speedy and timely implementation of the subject cited project.

5. Further, M/s WECPL vide letter dated 9.02.2016 cited under reference have assured that they shall ensure financial interests of MPPMCL and GoMP, as regards to commitments to be met by M/s WEMPL. and they shall indemnify MPPMCL of any legal or financial liability out of the proposed transfer.

6. In view of the above, "No Objection Certificate" (NoC) is hereby given for transfer of 100% equity shares of M/s Welspun Energy Madhya Pradesh Ltd. to M/s Adani Power Ltd. as indicated above, subject to the fulfillment of commitments made by M/s WECPL and M/s Adani Power Ltd. vide letters cited under reference and as brought out above.


(Neeraj Agarwal) 25/2/2016

Deputy Secretary

Bhopal, Dated

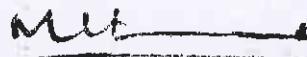
25 FEB 2016

No. F-03 / 92 / 2011 / 13

Copy to:-

1. The Managing Director, M.P. Power Management Co. Ltd., Jabalpur.
 2. M/s Welspun Energy Chattisgarh Private Ltd., Welspun House, Kamala City, 7th Floor, S.B. Marg, Lower Parel (W), Mumbai 400013.
 3. M/s Adani Power Ltd., Sambhaav Hosue, Judges Bungalow Road, Bodakdev, Ahmedabad - 380015, Gujarat, India.
- For information and necessary action please.


Deputy Secretary
Energy Department
25/2/2016


सहायक लोकायुक्त, भोपाल
मध्य प्रदेश शासन, भोपाल
मंत्रालय, भोपाल

**Appellate Tribunal for Electricity
(Appellate Jurisdiction)**

Appeal No. 44 of 2010

Dated: 6th May, 2010

**Present: Hon'ble Mr. Justice M. Karpaga Vinayagam, Chairperson
Hon'ble Mr. Rakesh Nath, Technical Member**

Appeal No. 44 of 2010

In the matter of:

**Madhya Pradesh Power Trading Company Ltd.
Block 2, Shakti Bhawan
Rampur,
Jabalpur-482 008**

... Appellant

Versus

- 1. Madhya Pradesh Electricity Regulatory Commission
Metro Plaza, 4th and 5th Floor
Bittan Market, E-5, Arera Colony
Bhopal-462 016** **... Respondent-1**
- 2. Madhya Pradesh Power Transmission Co. Ltd.
Shakti Bhawan,
Rampur,
Jabalpur-482 001** **... Respondent-2**
- 3. Department of Energy
Government of Madhya Pradesh
Sachivalaya, Vallabh Bhavan
Bhopal-462 004** **... Respondent-3**
- 4. Reliance Power Limited
Dhirubhai Ambani Knowledge City
I-Block, 2nd Floor, North Wing
Thane Betapur Road, Koparkhairana
Navi Mumbai-400 710** **... Respondent-4**

60. The next ground of rejection is that the State Government has entered into a MoU with RPL one of the bidders, at a different tariff. According to the State Commission, in view of the fact that the State Government has entered into a MoU with RPL at different tariff for the purchase of power from the same source, two different tariffs cannot be determined. As pointed out by the Appellant there is no reason as to why the State Commission should raise this objection regarding two different tariffs. It must be made clear that, the procurement of 30% power from RPL under the MoU by the State Government is independent of the procurement of power under the competitive bidding which is the subject matter of the present Appeal. This position has been categorically clarified by the State Government in the communication dated 23.11.2009 directly addressed to the State Commission, which reads as follows:

“M/s Reliance Power Limited (RPL) have signed MOU with GoMP for setting up of 4000 MW in district Singrauli. GoMP has taken following decision for supply

of power by M/s RPL under Case-1 to M.P. Power Trading Company Limited.

If the levelized tariff i.e. Rs. 2.45/kWh for the electricity under Case-1 for 1241 MW to be supplied by M/s RPL is assessed less than the power to be supplied by M/s RPL under MOU with GoMP, then the quantum of power to be supplied by M/s RPL under MOU shall be offset from 1241 MW and other terms and conditions shall be applicable as Case-1. If the rate of levelized tariff for the power under MOU is assessed less than the quantum of levelized tariff i.e. Rs. 2.4/ kWh for 1241 MW under Case-1, then M/s RPL shall have to supply 30 power separately under the provisions of MOU signed with the State Government and this power shall not be offset from 1241 MW under Case-1 M/s RPL shall be required to file all requisite documents with the Appropriate Commission for determination of tariff for the power to be supplied under MOU from the respective project”.

61. Thus, there cannot be any issue on the impact of MOU. The State Government has retained the option to take the power under the MOU if the rate to be worked out as proposal rate in MOU is cheaper than Rs. 2.45/ kWh and if it is costlier, there is an option provided not to take the power. The above decision has been taken in the interest of State. Therefore, this objection also, in our view is not sustainable.

62. One more additional reason has been given by the State Commission stating that the negotiation the Appellant had with the bidders only led to reduction of prices to Rs. 2.45 per kWh which is higher than the price of Rs. 2.34 quoted by Lanco Infratech Limited, which is the lowest bidder. As we referred in earlier paragraphs this reason is quite strange. It is a fact known to the Commission that after the approval was given by the State Commission in regard to price of Rs. 2.34 per kWh offered by Lanco Infratech Limited by the order dated 07.03.2008, the Lanco Infratech Limited unfortunately has expressed inability through its letter dated 02.08.2008 addressed to the Appellant, to

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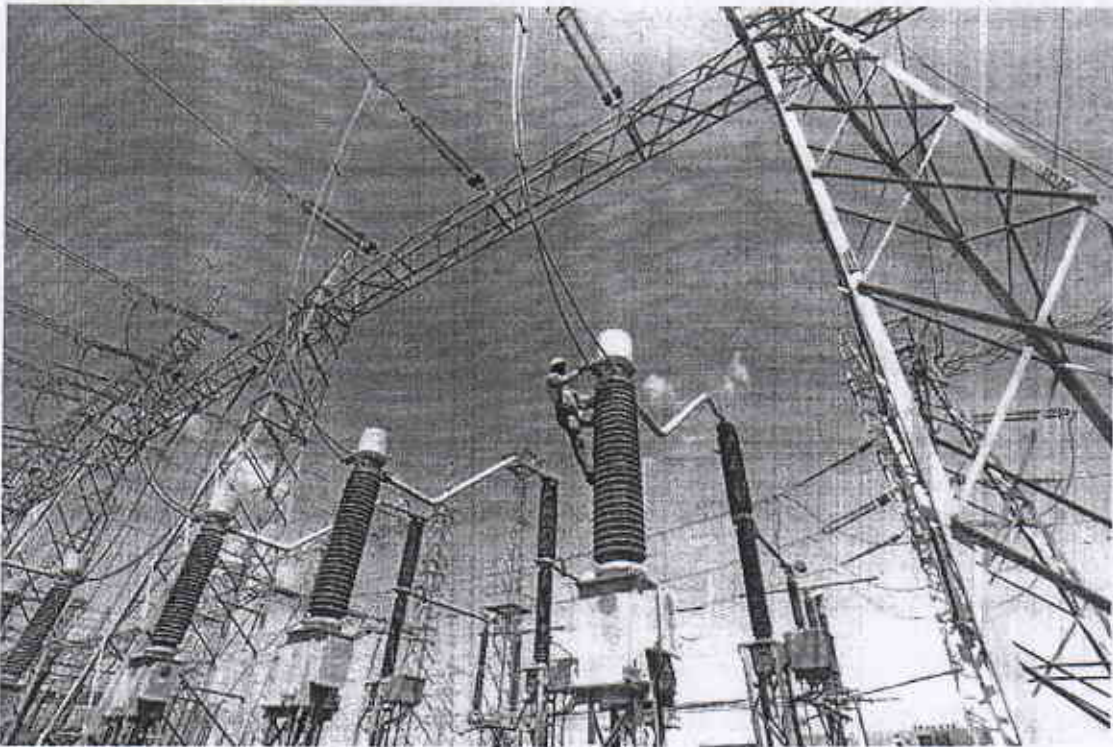
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Home / Economy

Low demand, Rajasthan govt scraps seven power purchase agreements

By: Sumit Jha | Updated: August 17, 2015 1:32 AM

G+



The Rajasthan discom, for example, has been struggling to stay afloat with outstanding loans of Rs 73,000 crore and accumulated losses of Rs 69,000 crore. (Reuters)

While several power companies that have been allocated captive coal blocks recently are left high and dry with the lack of assured buyers for electricity under power purchase agreements (PPAs), even the limited number of PPAs signed in recent years



Shocker: Here's why Censor Board 'banned' 'Lipstick Under My Burkha'

With earlier demand projections proving to be gross overestimates, the Rajasthan government is learnt to have terminated power purchase obligations for all but two of the nine PPAs signed by it in 2013. This would leave the state's distribution company RVPN with obligation to buy just 500 MW of power instead of 1,975 MW envisaged earlier under long-term agreements with producers.

The state's move, prompted also by debt-laden RVPN, was earlier endorsed by the state electricity regulatory commission (SERC).

Rajasthan's move, a sign of persisting problems in the power sector, would jeopardise several power producers including Lanco Babandh, PTC Athens (Chattisgarh), SKS Power, PTC-MB Power and KSK Mahanadi. These firms had signed PPAs with RVPN in 2013, after emerging as top bidders under the Case 1 bidding mechanism.

In fact, Rajasthan had floated tenders for purchasing 1,000 MW of power in 2012. The state eventually signed PPAs with nine companies for a capacity of 1,975 MW.

RVPN had filed a petition before the SERC in November last year, seeking its approval to reduce the PPA capacities to just 500 MW. In other words, it sought cancellation of seven PPPs and retention of only two — the 250 MW PPA with PTC-Maruti Clean Fuel and another agreement for purchase of the same amount of power from PTC-DB Power. For both the retained PPAs, the firms concerned had submitted the bids under the aegis of state-run Power Trading Corporation India (PTC).

The SERC, sources said, approved the discom's plea for cancellation of the PPAs on the ground that the commission-appointed energy assessment committee (EAC), a body that forecasts power demand for 12-60 months in advance, had reviewed its earlier decision and recommended only 600 MW of long-term PPAs. "If the petitioner based on relevant considerations and EAC recommendation has now come to the conclusion that they may not need 1,000 MW of power for which approval of the commission was obtained and



Shocker: Here's why Censor Board 'banned' 'Lipstick Under My Burkha'

Power cut

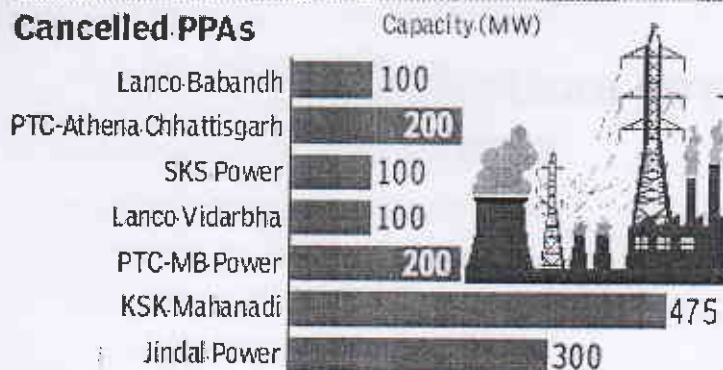
1,975 MW

is capacity state signed PPAs with power plants in 2013

1,475 MW

PPAs now stand cancelled after reduced demand projections

Cancelled PPAs



The commission added that it was the requirement of the state which should prevail as accepting purchase obligations beyond its capacity would in turn burden the consumers. The long-term levelised tariff discovered in case of the seven cancelled PPAs ranged between Rs 4.81 and Rs 6.03/unit.

Given the deteriorating financial health of discoms, there has been a dearth of

demand for power and this has manifested in the fact that not many PPAs have been signed in the country over the last three years. While in 2012, bids were invited for PPAs amounting to 10 giga watts (GW), purchases tied up by power companies under PPPs since then has been only a small fraction of that. In June this year, PPAs for supply of 2,400 MW of electricity to Andhra Pradesh's distribution companies were signed, and the tariffs discovered seemed remunerative to the power producers, causing analysts to predict a revival of demand. Although the weighted average tariff of Rs 4.57 per unit for the first year of the 25-year PPAs quoted by the top five bidders for supply of power to Andhra discoms under the newly designed Case 1 mechanism was among the lowest in the last five years, it included a record-high fixed-cost component of 73%, implying the risk would lie mostly with the buyers and the end consumers rather than with the developers.

But that seems to be a one-off event. Debt-laden discoms in other states are in no hurry to sign new PPAs. The Rajasthan discom, for example, has been struggling to stay afloat with outstanding loans of Rs 73,000 crore and accumulated losses of Rs 69,000 crore.

PROMOTED STORIES

जन शिकायत का विवरण

जन शिकायत विवरणी

एम. पी. समाधान पोर्टल

जन शिकायत क्रमांक	10102538 दिनांक:- 23-12-2016
विभाग का नाम - संबंधित अधिकारी	उर्जा विभाग, - प्रमुख सचिव
शिकायतकर्ता का नाम	श्री एम सी बंसल
पता	ई 5/85 1st फ्लोर अरेरा कालोनी, भोपाल जिला (भोपाल)
फोन नंबर	9425602009
जिला	भोपाल
विषय	म प्र शासन अंतर्गत पावर कम्पनी द्वारा टेंडर में अनियमितता व भ्रष्टाचार किये जाने की जांच विषयक
जन शिकायत का माध्यम	मुख्य सचिव कार्यालय से प्राप्त
जन शिकायत का प्रारूप	अन्य शिकायत (उर्जा विभाग)
जन शिकायत का विवरण	आवेदक द्वारा बताया गया है कि उनकी संस्था Justice For Public Cause Foundation एक रजिस्टर्ड NGO है जो भ्रष्टाचार के खिलाफ कार्य करता है म प्र शासन अंतर्गत पावर कम्पनी द्वारा टेंडर में अनियमितता व भ्रष्टाचार किया जा रहा है एवं CVC (केन्द्रीय सतर्कता आयोग) के टेंडर प्रक्रिया नियम का पालन नहीं किया जा रहा है अन्य जानकारी आवेदन में संलग्न है कृपया जांच कर उचित कार्यवाही की जाए
जन शिकायत का निराकरण	
जन शिकायत की स्थिति	शिकायत संबंधित अधिकारी को प्रेषित कर दी गई है

जन शिकायत का विवरण

जन शिकायत विवरणी

एम. पी. समाधान पोर्टल

जन शिकायत क्रमांक	10101951 दिनांक:- 21-12-2016
विभाग का नाम - संबंधित अधिकारी	उर्जा विभाग, - प्रमुख सचिव
शिकायतकर्ता का नाम	श्री एम सी बंसल
पता	JPFC- ई 5/85 फ्लोर अरेरा कालोनी 462016(भोपाल)
फोन नंबर	9425602009
जिला	भोपाल
विषय	म प्र शासन अंतर्गत पावर कम्पनी द्वारा टेंडर में अनियमितता व भ्रष्टाचार किये जाने की जांच विषयक
जन शिकायत का माध्यम	मुख्य सचिव कार्यालय से प्राप्त
जन शिकायत का प्रारूप	अन्य शिकायत (उर्जा विभाग)
जन शिकायत का विवरण	आवेदक द्वारा बताया गया है कि उनकी संस्था Justice For Public Cause Foundation एक रजिस्टर्ड NGO है जो भ्रष्टाचार के खिलाफ कार्य करता है म प्र शासन अंतर्गत पावर कम्पनी द्वारा टेंडर में अनियमितता व भ्रष्टाचार किया जा रहा है एवं CVC (केन्द्रीय सतर्कता आयोग) के टेंडर प्रक्रिया नियम का पालन नहीं किया जा रहा है अन्य जानकारी आवेदन में संलग्न है कृपया जांच कर उचित कार्यवाही की जाए
जन शिकायत का निराकरण	
जन शिकायत की स्थिति	शिकायत संबंधित अधिकारी को प्रेषित कर दी गई है



No. 44/44/2014-RE
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg, New Delhi - 110001
Tele No. 2371 9637, FAX No. 2371 7519

Dated the 7th April, 2016

To

The Chairman & Managing Director,
Rural Electrification Corporation Ltd.
Core-IV, Scope Complex,
New Delhi - 110 003

Subject: Finalization of Standard Bidding Documents for DDUGJY & IPDS regarding.

Sir

Reference invited to Rural Electrification Corporation (REC) D.O. letter No REC/DDUGJY-RE/SBDNQM/2016 dated 18.3.2016 regarding modifications in the Standard Bidding Documents (SBDs) in pursuance of views received from states and after examination of the same by the committee under the chairmanship of chairperson Central Electricity Authority (CEA)

2. The matter has been examined in the Ministry in consultation with IFD and IFD has conveyed No Objection to the proposal subject to the following clause/condition should be added at appropriate place in the SBD

- i. REC/PFC shall ensure that all the provisions relating to GFR and instructions of CVC in the matter of procurement contracts shall be complied with
- ii. A clause should be added at a, appropriate place(s) in the SBD to the effect that in case of conflict between the provisions (relating to financial criteria/ parameters) of the SBD and the GFR, the provision of the latter (i.e. GFR) shall prevail.

3. The above has the approval of the Secretary (Power). Accordingly, REC is requested to modify the SBD by incorporating the above observations and circulate the same to the States. Post facto approval of Monitoring Committee may also be sought in the forthcoming meeting.

Yours faithfully,

(A.K. Mitra)

Under Secretary to the Govt. of India

Copy to

CMD, PFC

Sl. No.	ITB Clause Ref. No.	Bid Data Details
31.	ITB 27.5 (c)	Deleted.
32.	ITB 27.7, 27.8	<p>New Clause add</p> <p>27.7 The Employer shall derive the lowest evaluated bid in accordance with ITB Sub-Clause 25.2 to 25.5 and shall have the right to award the contract to lowest evaluated bidder or may opt for snap bidding.</p> <p><u>27.8 Snap Bidding</u></p> <p>27.8.1 In case the Employer opts for snap bidding, then all the initial Price Bids shall be discarded by the employer and shall invite all the bidders, who were technically qualified, to submit the new Price Bids as per ITB Clause 16.0 to 19.0 of the bidding document. The timeline for submission and price bid opening of such price bids shall be intimated separately to all such Bidders by the Employer. Bidders submitting new Price Bids electronically shall follow the electronic bid submission procedures specified in the BDS for resubmission of Price Bids.</p> <p>27.8.2 The quoted price in the Price bid shall not be allowed to be increased above the L-1 rates. If any bidder bids above the lowest evaluated price during the initial bidding, his bid shall be treated as non-responsive and bidder shall not be considered for award.</p> <p>27.8.3 In case any of the invited technically qualified bidder does not submit new Price Bid during the snap bidding then he shall not be considered for any further evaluation by the Employer.</p> <p>27.8.4 Re-submitted new Price bids shall be again evaluated by the Employer as per ITB Clause 25 and 27 of the bidding document. The Employer shall evaluate the price bids and derive the lowest evaluated bid (L1). However, in case, even after submission of new price bids by the bidders, the Employer has right to reject the lowest Evaluated Bid Price. If the bid is rejected by the employer then the entire bidding process shall be annulled.</p>
33.	ITB 30.4.1	<p><u>Clause amended as below:</u></p> <p>"A single contract shall be awarded for supply of all equipment and materials (including applicable taxes and duties) and for providing all services (i.e. inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied)."</p>
34.	ITB 33.2	Replace the phrase "2 weeks" by "4 weeks"

Telegraphic Address :
"SATARKTA: New Delhi

E-Mail Address
cenvigil@nic.in

Website
www.cvc.nic.in

EPABX
24651001 - 07

फैक्स/Fax : 24616286

सं./No. 005/CRD/012

भारत सरकार
केन्द्रीय सतर्कता आयोग
GOVERNMENT OF INDIA
CENTRAL VIGILANCE COMMISSION

सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स,
ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023
Satarkta Bhawan, G.P.O. Complex,
Block A, INA, New Delhi 110023

दिनांक / Dated
20th January, 2010

- (i) The Secretaries of all Ministries/Departments of Government of India
- (ii) The Chief Secretaries to All Union Territories
- (iii) The Comptroller & Auditor General of India
- (iv) The Chairman, Union Public Service Commission
- (v) The Chief Executives of all PSEs/Public Sector Banks/Insurance Companies/Autonomous Organisations/Societies.
- (vi) The Chief Vigilance Officers in the Ministries/Departments/PSEs/Public Sector Banks/Insurance Companies/Autonomous Organisations/Societies
- (vii) President's, Secretariat/Vice-President's Secretariat/Lok Sabha Secretariat/Rajya Sabha Secretariat/PMO

CIRCULAR No.01/01/10

Attention is invited to the Commission's circular No. 4/3/07 dated 3.3.07 on the issue of "Tendering Process – Negotiations with L1".

In the said circular it has, among other things, been stated "As post tender negotiations could often be a source of corruption, it is directed that there should be no post tender negotiations with L1, except in certain exceptional situations". It has come to Commission's notice that this has been interpreted to mean that there is a ban on post tender negotiations with L-1 only and there could be post tender negotiations with other than L1 i.e. L2, L3 etc. This is not correct.

It is clarified to all concerned that - there should normally be no post tender negotiations. If at all negotiations are warranted under exceptional circumstances, then it can be with L1 (Lowest tenderer) only if the tender pertains to the award of work/supply orders etc. where the Government or the Government company has to make payment. However, if the tender is for sale of material by the Government or the Govt. company, the post tender negotiations are not to be held except with H1 (i.e. Highest tenderer) if required.

2. All other instructions as contained in the circular of 3.3.2007 remain unchanged.

3. These instructions issue with the approval of the Commission and may please be noted for immediate compliance.

Ramachandran
(V. Ramachandran)
Chief Technical Examiner

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"SATARKTA: New Delhi

E-Mail Address
cenvigil@nic.in

Website
www.cvc.nic.in

EPABX
24651001 - 07

फैक्स/Fax : 24616286

सं./No. 98/ORD/001

भारत सरकार
केन्द्रीय सतर्कता आयोग
GOVERNMENT OF INDIA
CENTRAL VIGILANCE COMMISSION

सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स,
ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023
Satarkta Bhawan, G.P.O. Complex,
Block A, INA, New Delhi 110023
28th October, 2011

दिनांक / Dated.....

Circular No. 12/10/11

Subject: Applicability of CVC's guidelines on post tender negotiations with regard to projects funded by World Bank and other international funding agencies like IMF, ADB etc.

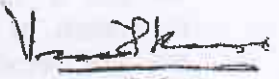
References have been received seeking clarification whether the Commission's guidelines contained in Circular No.3(V)/99/9 dated 1st October 1999 are binding even for the projects which are funded by international funding agencies like World Bank, ADB etc.

2. Para 2. of the Commission's Circular dated 1st October 1999 is reproduced as under:-

"It has been decided after due consideration, that in so far as the World Bank Projects and other international funding agencies such as IMF, ADB etc. are concerned, the department/ organizations have no other alternative but to go by the criteria prescribed by the World Bank/ concerned agencies and the Commission's instructions would not be applicable specifically to those projects. However, the instructions of the CVC will be binding on purchases/sales made by the departments within the country. The CVC's instructions of 18/11/98 will apply even if they are made with source outside the country and if they are within the budget provisions and normal operations of the Department/Organization."

3. It is clarified that the Commission's guidelines would not be applicable in projects funded by the World Bank, ADB etc., if found to be in conflict with the applicable procurement rules of the funding agencies.

4. This may be brought to the notice of all concerned.


(J. Vinod Kumar)
Officer on Special Duty

All Chief Vigilance Officers

No.005/CRD/012
Government of India
Central Vigilance Commission

Satarkta Bhawan, Block 'A',
GPO Complex, INA,
New Delhi- 110 023
Dated the 3rd March, 2007

Circular No. 4/3/07

Sub:- Tendering process - negotiations with L-1.

Reference is invited to the Commission's circulars of even number, dated 25.10.2005 and 3.10.2006, on the above cited subject. In supersession of the instructions contained therein, the following consolidated instructions are issued with immediate effect:-

- (i) As post tender negotiations could often be a source of corruption, it is directed that there should be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include, procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.
- (ii) In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process.
- (iii) Negotiations should not be allowed to be misused as a tool for bargaining with L-1 with dubious intentions or lead to delays in decision-making. Convincing reasons must be recorded by the authority recommending negotiations. Competent authority should exercise due diligence while accepting a tender or ordering negotiations or calling for a re-tender and a definite timeframe should be indicated so that the time taken for according requisite approvals for the entire process of award of tenders does not exceed one month from the date of submission of recommendations. In cases where the proposal is to be approved at higher levels, a maximum of 15 days should be assigned for clearance at each level. In no case should the overall timeframe exceed the validity period of the tender and it should be ensured that tenders are invariably finalised within their validity period.

- (iv) As regards the splitting of quantities, some organisations have expressed apprehension that pre-disclosing the distribution of quantities in the bid document may not be feasible, as the capacity of the L-1 firm may not be known in advance. It may be stated that if, after due processing, it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities, then the quantity being finally ordered should be distributed among the other bidders in a manner that is fair, transparent and equitable. It is essentially in cases where the organisations decide in advance to have more than one source of supply (due to critical or vital nature of the item) that the Commission insists on pre-disclosing the ratio of splitting the supply in the tender itself. This must be followed scrupulously.
- (v) Counter-offers to L-1, in order to arrive at an acceptable price, shall amount to negotiations. However, any counter-offer thereafter to L-2, L-3, etc., (at the rates accepted by L-1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation.

2. It is reiterated that in case L-1 backs-out, there should be a re-tender.
3. These instructions issue with the approval of the Commission and may please be noted for immediate compliance.

Vineet Mathur

(Vineet Mathur)
Deputy Secretary

All Chief Vigilance Officers

No.005/CRD/12
Government of India
Central Vigilance Commission

Satarkta Bhawan, Block 'A',
GPO Complex, INA,
New Delhi- 110 023
Dated the 3rd October, 2006

Circular No. 37/10/06

Subject: Tendering process – negotiation with L1.

Reference is invited to Commission's instructions of even number dated 25.10.2005 on the above subject. A number of references have been received in the Commission, asking for clarification on issues pertaining to specific situations.

2. The Commission's guidelines were framed with a view to ensuring fair and transparent purchase procedure in the organizations. The guidelines are quite clear and it is for the organizations to take appropriate decision, keeping these guidelines in view. In case they want to take action in deviation or modification of the guidelines, to suit their requirements, it is for them to do so by recording the reasons and obtaining the approval of the competent authority for the same. However, in no case, should there be any compromise to transparency, equity or fair treatment to all the participants in a tender.

3. The above instructions may be noted for strict compliance.


(V. Kannan)
Director

All Chief Vigilance Officers

No.005/CRD/12
Government of India
Central Vigilance Commission

Satarkta Bhawan, Block-A,
GPO Complex, I.N.A,
New Delhi-110 023.
Dated : 25/10/2005

Office order No.68/10/05

Sub:- Tendering Process – Negotiation with L-1.

A workshop was organised on 27th July 2005 at SCOPE New Delhi, by the Central Vigilance Commission, to discuss issues relating to tendering process including negotiation with L-1. Following the deliberations in the above mentioned Work Shop, the following issues are clarified with reference to para 2.4 of Circular No. 8(1) (h)/98(1) dated 18th November, 1998 on negotiation with L-1, which reflect the broad consensus arrived at in the workshop.

(i) There should not be any negotiations. Negotiations if at all shall be an exception and only in the case of proprietary items or in the case of items with limited source of supply. Negotiations shall be held with L-1 only. **Counter offers tantamount to negotiations and should be treated at par with negotiation.**

(ii) Negotiations can be recommended in exceptional circumstances only after due application of mind and recording valid, logical reasons justifying negotiations. In case of inability to obtain the desired results by way of reduction in rates and negotiations prove infructuous, satisfactory explanations are required to be recorded by the Committee who recommended the negotiations. The Committee shall be responsible for lack of application of mind in case its negotiations have only unnecessarily delayed the award of work/contract.

2. Further, it has been observed by the Commission that at times the Competent Authority takes unduly long time to exercise the power of accepting the tender or negotiate or re-tender. **Accordingly, the model time frame for according such approval to completion of the entire process of Award of tenders should not exceed one month from the date of submission of recommendations. In case the file has to be approved at the next higher level a maximum of 15 days may be added for clearance at each level. The overall time frame should be within the validity period of the tender/contract.**

3. In case of L-1 backing out there should be re-tendering as per extant instructions.

4. The above instructions may be circulated to all concerned for compliance.



(Anjana Dube)
Deputy Secretary

All Chief Vigilance Officers.

IMMEDIATE

NO.3(V)/99/9
CENTRAL VIGILANCE COMMISSION

Satarkta Bhavan, Block "A"
GPO Complex, I.N.A.
New Delhi-110023

Dated the 1st October, 1999

Subject:- Applicability of CVC's instruction No.8(1)(h)/98(1) dated 18/11/98 on post- tender negotiations to Projects of the World Bank & other international funding agencies.

The Commission has banned post- tender negotiations except with L-1 vide its instruction No.8(1)(h)/98(1) dated 18/11/98. Subsequently, the Commission had also issued a clarification vide No.98/ORD/1 dated 15/3/99. Notwithstanding the clarifications issued by the Commission, many Departments/Organisations have been approaching the Commission on specific issues which were clarified to the individual departments/organisations.

2. A clarification sought by many Departments/Organisation, which is vital and has relevance to many of the organisations relates to the applicability of the above said instruction of CVC to World Bank Projects. It has been decided after due consideration, that in so far as the World Bank Projects and other international funding agencies such as IMF, ADB etc. are concerned, the department/organisations have no other alternative but to go by the criteria prescribed by the World Bank/concerned agencies and the Commission's instruction would not be applicable specifically to those projects. However, the instructions of the CVC will be binding on purchases/sales made by the departments within the Country. The CVC's instruction of 18/11/98 will apply even if they are made with sources outside the Country and if they are within the budget provisions and normal operations of the Department/Organisation,

3. All CVOs may ensure strict compliance of this instruction.
4. This instruction is also available on CVC's Website at <http://cvc.nic.in>



1.10.99

(N.VITTAL)
CENTRAL VIGILANCE COMMISSIONER

To

- (i) The Secretaries of All Ministries/Departments of Government of India.
- (ii) The Chief Secretaries to All Union Territories
- (iii) The Comptroller & Auditor General of India
- (iv) The Chairman, Union Public Service Commission.
- (v) The Chief Executives of All PSEs/Public Sector Banks/Insurance Companies/Autonomous Organisations/Societies.
- (vi) The Chief Vigilance Officers in the Ministries/Departments/PSEs/Public Sector Banks/Insurance Companies/ Autonomous Organisations/Societies
- (vii) President's Secretariat / Vice- President's Secretariat / Lok Sabha Secretariat/ Rajya Sabha Secretariat/ PMO

M.P. MADHYA KSHETRA VIDYUT VITRAN CO. LTD.

(Wholly Owned Government M.P. Undertaking)

NISHTHA PARISAR, GOVINDPURA, BHOPAL – 462023

Tel.: (0755) – 2602033 to 36, Ext. – 177, Fax No.: 0755-2589821



प्रकाश एवं विकास

'NOTIFICATION OF AWARD'

To

M/s Fedders Lloyd Corporation Ltd., Delhi

For Turnkey Works of

Survey, planning, design, engineering, assembly manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items/material required to complete the Electrification works of BETUL-I District under Bhopal Region, under jurisdiction of MPMKVCL, Bhopal, which inter-alia include construction of New 33/11kV Substation, 33 kV/11 KV bay extension, construction of 33 kV lines, 11 kV & LT line, Installation of distribution transformer, installation of capacitor bank, renovation of 33/11 KV S/s and DTR Substation, feeder metering, metering of unmetered connections, replacement of meters, shifting of meters to outside the premises of consumers and providing service connection to BPL consumer spread all over the BETUL-I District under DDUGJY.

N I T No. MD/MK/RP-DDUGJY/16-17/865; Dated 10.08.2016

Package/Specification No: MPMKVCL/DDUGJY/16-17/05/Betul-I

Total Value of Package Rs. 711803726/- only

No. /MD/MK/RP-DDUGJY/NOA-Betul-I/1585 Bhopal, Date: 28/12/2016



OFFICE OF THE MANAGING DIRECTOR

M P Madhya Kshetra Vidyut Vitaran Company Limited

(Government of M. P. Undertaking)

Nishtha Parisar, Bijalee Nagar, Govindpura, Bhopal – 462 023

CIN No. U40109MP2002SGC015119

☎ 91-0755-2602033-34 & 35; Fax: 91-0755-2589821; Website: www.mpcz.co.in; Email: ddugjvcz@gmail.com

No.: MD/MK/RP-DDUGJY/Package 05/NOA-Betul-II 1585-86 Bhopal, Date: 28/12/2016

To,

Fedders Lloyd Corporation Ltd.
159, Okhla Industrial Estate, Phase-III
New Delhi-110020

Attention: Mr. Pankaj Sachdeva, Executive President, M/s. Fedders Lloyd Corporation Ltd.

Sub.: Notification of Award for Supply and Services Contract for Electrification works of BETUL-I District of Bhopal region of MPMKVVCL, Bhopal in Madhya Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojna (DDUGJY)

Specification No.: MPMKVVCL/DDUGJY/05. Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated 10.08.2016

1.2 Bidding documents for the subject package issued to you vide TENDER fee Receipt/Transaction number 21666971 dated 19.10.16
Comprising the following:

- a) Conditions of Contract Volume-I (Document Code No. 01/Bhopal Region)
- b) Technical Specifications, Drawings Volume-III (Document Code No. NIL)
- c) Bid Form, Price Schedules Volume-II & Technical Data Sheets (Document Code No. MPMKVVCL/DDUGJY/05)

1.2.1 Amendment No.

Addendum-1/MD/MK/RP-DDUGJY/16-17/95 dtd 24.08.2016,
Addendum-3/ MD/MK/RP-DDUGJY/16-17/1133 dtd 20.09.2016,
Addendum-4/ MD/MK/RP-DDUGJY/16-17/1158 dtd 01.10.2016,
Addendum-5/ MD/MK/RP-DDUGJY/16-17/1186 dtd 07.10.2016,
Addendum-6/1196 dtd 14.10.2016,
Addendum-7/ MD/MK/RP-DDUGJY/16-17/1212 dtd 17.10.2016
Addendum-8/ MD/MK/RP-DDUGJY/16-17/1236 dtd 25.10.2016
Addendum-9/ MD/MK/RP-DDUGJY/16-17/1238 dtd 26.10.2016 to Bidding Documents.

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on 08.09.2016, issued to you vide our letters No. MD/MK/ RP-DDUGJY / 1157 dated 01.10.2016

1.3 First envelope of your Bid submitted/the Bid submitted by the **Fedders Lloyd Corporation Ltd. 159, Okhla Industrial Estate, Phase-III, New Delhi-110020** for the subject package under Proposal reference no. FLCL/MPMKVCL/DDUGJY/01 dated 12.09.2016 was opened on 25.10.2016.

1.4(a) Intimation for Opening of Price Schedule issued to you vide our letter no. 1319 Dated 09.11.2016 and Price bid was opened on 11.11.2016

1.4(b) As per the tender documents Vol-I, Section-III Bid Data Sheet, ITB Clause No. 27.7 and 27.8, SNAP bidding is opted by the Employer. Snap bidding intimation conveyed by e-mail and uploaded on MP Govt. e-procurement portal with opening date 05.12.2016 and due date for submission 15.12.2016.

1.5 Your Price sheet for Snap Bid /the Snap Bid) of **Fedders Lloyd Corporation Ltd. 159, Okhla Industrial Estate, Phase-III, New Delhi-110020**, under Snap Bid proposal submitted online, was opened on 16.12.2016.

2.0 AWARD OF CONTRACT AND ITS SCOPE

2.1 We confirm having accepted your Snap Bid of **Fedders Lloyd Corporation Ltd. 159, Okhla Industrial Estate, Phase-III, New Delhi-110020** (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2 , 1.2.1 & 1.2.2 [modify as applicable] above) and award on the 'Supply & Service Contract' covering inter-alia Ex-works supply of all equipment and materials including Type Testing to be conducted and for performance of all other activities, as set forth in the documents, required for the complete execution of the **Electrification works of Betul-I District of Bhopal Region of MPMKVCL, Bhopal in Madhya Pradesh under Deen Dayal Upadhyaya Gram Jyoti**, as detailed in the documents referred here in above. The scope of work inter-alia includes the following:

The scope of work under the subject package includes site survey, planning, design, engineering, assembly manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items/material required to complete the Electrification works of **BETUL-I District under Bhopal Region, under jurisdiction of MPMKVCL, Bhopal**, which inter-alia include construction of New 33/11kV Substation, 33 kV/11 KV bay extension, construction of 33 kV lines, 11 kV & LT line, Installation of distribution transformer, installation of capacitor bank, renovation of 33/11 KV S/s and DTR Substation, feeder metering, metering of unmetered connections, replacement of meters, shifting of meters to outside the premises of consumer's and providing service connection to BPL consumer spread all over the BETUL-I District (Specification No. : MPMKVCL/DDUGJY/16-17/05)

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your

bid but are necessary for the successful completion of your scope under the Contract for the construction of Electrification works of **Betul-I DISTRICT** of Bhopal Region of **MPMKVVCL, Bhopal** in Madhya Pradesh under Deen Dayal Upadhyaya Gram Jyoti Yojna (DDUGJY) unless otherwise specifically excluded in the Bidding Documents or in this NOA.

3.0 CONTRACT PRICE

3.1 The total Contract Price for the entire scope of work under this Contract shall be **Rs. 711803726/- (Rs. Seventy One Crore Eighteen Lakhs Three Thousand Seven Hundred Twenty Six only)** as per the following break-up:

Sl. No.	Price Component	Amount (in Rs.)
1	Supply and Erection as per Price Sheet "A"	473644504
2	Supply and Erection as per Price Sheet "B"	22532151
3	Supply as per Price Sheet "C"	215627071
Total for Contract		711803726

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

4.0 You **Fedders Lloyd Corporation Ltd. 159, Okhla Industrial Estate, Phase-III, New Delhi-110020** are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of **Rs. 711.80 Lakhs** i.e. equal to 10% (Ten percent) of the Contract Price, and valid upto and including 90 days after expire of the warranty period and any other securities as per the Bidding Documents.

5.0 For release of advance payment (admissible as per the Bidding Documents) equal to 15% in two trenches (7.5% each) of the Ex-works supply Price component and 10% in two trenches (5% each) of the Ex-Works erection Price component of the Contract Price, you are, inter-alia, required to furnish unconditional & irrevocable part Bank Guarantees (as many number as proposed recovery installments and should be of 110% amount of each installment) in favor of employer with total amounting to 110% of total advance amount. The validity of the Advance Bank Guarantee shall be upto and including ninety (90) days after the scheduled month of supply of materials and shall be extended from time to time till ninety (90) days beyond revised scheduled month of supply of materials, as may be required under the Contract. Further, please note that furnishing of all the Contract Performance Securities under the contract shall be one of the conditions precedent to release of advance under this Contract.

6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

7.0 The schedule for completion of the Electrification works of **Betul-I DISTRICT** of Bhopal Region of **MPMKVVCL, Bhopal** in Madhya Pradesh under Deen Dayal

Upadhaya Gram Jyoti Yojna (DDUGJY) shall be 24 Months from the date of issue of this Notification of Award for all contractual purposes.

- 8.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 9.0 You shall enter into a Contract Agreement with us within twenty eight (28) days from the date of this Notification of Award.
- 10.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

- Enclosed:** 1) Cost estimate schedule A, B and C.
2) Draft form of contract agreement Annexure-2.

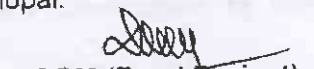
Yours faithfully,


D.P. Ahluwalia

CGM (Rural Project)
MPMKVVCL, BHOPAL

Copy to:-

1. The MD (WZ)/ (EZ), M.P.P.K.V.V.Co. Ltd., Indore / Jabalpur.
2. The Chief Project Manager, M/s REC Ltd., Bittan Market, Bhopal
3. The G.M. (DDUGJY), REC Ltd., Scope Complex, 7 Lodhi Road, New Delhi.
4. The Director (Tech.), O/o MD (CZ), M.P.M.K.V.V.Co. Ltd., Bhopal.
5. The Chief Financial Officer, O/o MD (CZ), M.P.M.K.V.V.Co. Ltd., Bhopal.
6. The Chief General Manager (GR) M.P.M.K.V.V.Co. Ltd., Bhopal.
7. The Chief General Manager (Procurement), O/o MD (CZ), M.P.M.K.V.V.Co. Ltd., Bhopal.
8. The General Manager (O&M), M.P.M.K.V.V.Co. Ltd., Bhopal
9. The Dy. Director (Bills) O/o MD (CZ), M.P.M.K.V.V.Co. Ltd., Bhopal.


CGM (Rural Project)
MPMKVVCL, BHOPAL

Chapter IV - FUND DISBURSEMENT GUIDELINES

1. Funding Mechanism

- 1.1 The states have been categorized in two groups (i) Special Category States (All North Eastern States including Sikkim, J&K, Himachal Pradesh, Uttarakhand) and (ii) Other than Special Category States (all other States).
- 1.2 The financial support under the scheme shall be as under:

Agency	Nature of support	Quantum of support (percentage of project cost)	
		Other than Special Category States	Special Category States
Govt. of India	Grant	60	85
Utility/ Contribution	State Own Fund	10	5
Loan (FIs/Banks)	Loan	30	10
Additional Grant from Gol on achievement of prescribed milestones	Grant	50% of total loan component (30%) i.e 15%	50% of total loan component (10%) i.e. 5%
Maximum Grant by Gol (including additional grant on achievement of prescribed milestones)	Grant	75%	90%

Minimum contribution by Utility(s) shall be 10% (5% in case of Special Category States). However, Utility(s) contribution can go up to 40% (15% in case of Special Category States), if they do not intend to avail loan. In case the Utility(s) do not avail loan, the maximum eligible additional grant would still be 15% (5% in case of Special Category States) on achievement of prescribed milestones. The loan component would be provided by REC or by other FIs/Banks.

- 1.3 The grant support from budget of Ministry of Power shall be as follows:

Instalment No.	Condition for release	Release of Grant Component of Gol
1	(i) Approval of Projects by Monitoring Committee (ii) Bipartite/Tripartite agreement amongst Utilities, State Govt. & REC (on behalf of MoP)	10%
2	Placement of letter of Award (LoA) by the Utility	20%
3	Utilization of 90% of 1 st & 2 nd instalment and 100% release of Utility contribution	60%
4	After completion of works	10%
5	Total	100%

1.4 Additional grant (50% of loan component i.e. 5% for special category states and 15% for other states) under the scheme will be released subject to achievement of following milestones:

- (i) Timely completion of the scheme as per laid down milestones.
- (ii) Reduction in AT&C losses as per trajectory finalized by MoP in consultation with State Governments (Discom-wise)
- (iii) Upfront release of admissible revenue subsidy by State Govt. based on metered consumption.

1.5 At the time of seeking additional grant, Utilities are required to submit claims duly verified by the head of the utility regarding achievement of milestones mentioned under 1.4 above.

2. Flow of Funds

2.1 REC shall submit proposal to Ministry of Power for release of funds for further release to Utility when all the formalities for release to utilities are completed to ensure minimum time gap between receipt of funds by REC from Ministry of Power and release to utilities by REC.

2.2 On request from REC, and after satisfying that the conditions specified for release of particular installment have been complied with, Ministry of Power shall release fund against that particular installment directly to REC's dedicated bank account.

2.3 Release by REC

2.3.1 On request from Utilities, REC shall release funds to the dedicated bank accounts of utilities.

2.3.2 In order to receive fund under DDUGJY each utility shall open a separate dedicated bank account in a nationalized bank having e-banking facility. The nature of the account shall be current account with CLTD (Corporate Liquid Term Deposit) facility.

2.3.3 Eligible fund for execution of the project shall be released to this dedicated account and all due payments related to execution of project(s) shall be made by Utilities from this account. Utilities shall maintain books of accounts both for receipt of fund from REC and release to Contractors for each of the project.

2.3.4 The project cost approved by the Monitoring Committee or Award cost of the project (including price variation, if any), whichever is less, shall be the eligible cost for determining the Grant (including additional grant) under the



M. P. Maunya Ashetra Vidyut Vitaran Co. Ltd.

(Govt. Of M.P Undertaking)

Reg. Office: NISHTA PARISAR GOVINDPURA BHOPAL. 462023

☎ Phone no.91-755-2602033-34, 2678280-116, 228 Fax no.- 91-755-2589821

Website:- www.mpcz.co.in

CIN No. U40109MP2002SGC015119

No. MD/MK/ADB Cell/ 1567

Date:- 21-12-16

To,

**The Chairman & Managing Director
M/s Fedders Lloyd Corporation Limited
B-10/1, Okhla Industrial Area, Phase -II,
New Delhi-110 020 (India)**

Sub: - Supplementary notice for delay in execution of HVDS work in Bareilly Division, Package No. D-05/Lot-IV -- of ADB Bid Identification No. MPMKVVCL/ADB/IV/05.

- Ref: - 1. Contract Award No. CMD/MK/PMU/ 817 dated 19.03.2010. |
2. This office Notice No. MD/MK/ADB Cell/1897 dated 01.02.2016.
3. Your reply for notice letter No. Nil dated 15.02.2016.
4. This office letter No. MD/MK/ADB Cell/2191 dated 19.03.2016.
5. This office letter No. MD/MK/ADB Cell/644 dated 08.07.2016.
6. Your letter No. FLCL/BHOPAL/122 dated 11.11.2016.

Please refer this office notice for delay in execution of HVDS work in Bareilly Division under ref 02 vide which notice was served upon your company to take suitable remedy and accelerate the progress by developing more manpower and resources to complete the work within 14 days of receipt of notice. It is also informed in the notice that, if your company fails to remedy or to take steps to remedy the same within fourteen days of receipt of this notice, then MPMKVVCL will have no other option except to take action as per GCC Clause 42.2.2 (b) and (c) and the onus of responsibility for the same shall rest on you.

In the reply of the notice, you have submitted a letter under ref 03 and committed to complete the balance work as per the plan given in the letter under ref 03: -

- a. **Sanitization of 17 No. villages:** - Targeting to complete this work by 31st March 2016.
- b. **HVDS of Agriculture Feeder:** - Proposed to start the work on big scale immediately on completion of harvesting.
- c. **AMR of meters:** - Targeting to complete the AMR work by 30 June 2016.

It is worthwhile to mention here that during the visit of Mr. Sachdeva on 17th Feb 2016, it was requested by him to grant period upto March 2016 for revival of projects. In the best interest of the project, on his request and in line of reply submitted by your company for the termination notice, action on the termination notice kept pending.

progress on the ground is not commensurate with the commitments made. It was also appears that your company was not serious about completing the works under the contract resulting in delay in utilization of facilities of the works envisaged in the contract. Hence, letter under ref 04, was sent to your company and instructed to ensure that the works were completed in assured time limit failing which the action may have to be initiated for termination of contract.

But it is regretted to note that after laps of period of March 2016, no progress on ground is commensurate with the commitments made.

Again the field work is held upto the period of June 2016. This was informed to you vide letter under ref 05 that such situations cannot be allowed to linger on indefinitely. In the letter you were again instructed to ensure that the work are to be completed within month of July, failing which the action may have to be initiated as per clause of tender. But again you have failed to do so and the work of AMR is still pending.

Now, vide letter under ref 06, you have requested for de – scoping of AMR work and short closing of contract. But from the progress of AMR work, it is evident that your company is lacking planned and professional approach so as to complete the work of AMR and no serious action is taken to complete the work. Hence, your request for short closing of the project may be put up before the Competent Authority for decision after completion of AMR work.

As you were already aware that this HVDS is of vital public importance, and is aimed to provide 24 Hrs. supply to the rural domestic and 10-12 Hrs uninterrupted supply to agriculture consumers at the same time to reduce sub-transmission losses. Due to your nonperformance, the poor rural people are not getting benefit and resulting into financial losses to the company. The main social development expected from the project is also overdue.

Out of these, it is a matter of regret that inspite of constant request and pursuance no prompt and proper action has been taken for the replacement of 157 No. WGP failed transformers under Bareli Division. Please refer this office letter No. 102 dated 23.04.2016 in which you were instructed for replacement of 157 No. WGP transformers within 15 days otherwise an amount of Rs. 10172492.37/- has been deducted from your bills against liability for non-replacement of 157 No. DTR's. Your company became failure in replacement the transformer, hence the same shall be recovered from your pending / future bills or from the Performance Guarantee furnished by your company.

In view of above paras, this supplementary termination notice is being issued in accordance with the clause 42.2 of section 7 General condition of contract of tender document.

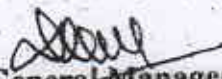
However we are allowing you to present yourself with remedial measures, details deployment of manpower, procurement of material so as to complete the awarded work within 14 days, failing to which it shall be presumed that you are not interested and capable to execute the awarded work and undersigned will free to initiate the unpleasant action of terminating the contract.

Please note with the termination of contract following action shall also be initiated.

a. Encashment of performance Bank Guarantee and Advance Bank guarantee.

b. MPMKVVCL is free to construct the balance facility or part thereof through own resources or by another agencies, If the cost of completion through own resources or through another agencies plus cost of work executed up to the date of termination, exceeds the present contract price that will be at your risk and cost, or which you shall be liable and responsible such excess amount shall be payable by you and recoverable by employers after due adjustment if any.

c. Debarring for 3 years from any business with Discom of MP.


Chief General Manager (RP)

Copy to:-

1. The Chief General Manager (BR) MPMKVVCL, Bhopal.
2. The General Manager (O&M), Circle, MPMKVVCL, Bhopal.
3. PS to MD, O/o MD, MPMKVVCL, Bhopal.


Dy. General Manager (ADB Cell)

मध्यप्रदेश शासन
ऊर्जा विभाग



वार्षिक प्रशासनिक प्रतिवेदन
वर्ष 2008-2009

भोपाल
शासकीय केन्द्रीय मुद्रणालय
2009

राज्य में ताप विद्युत परियोजनाएं स्थापित करने हेतु निजी कंपनियों के साथ
हस्ताक्षरित किये गये समझौता ज्ञापन का विवरण(दिनांक 11.12.08 की स्थिति में)

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क्र	कंपनी का नाम	समझौता ज्ञापन हस्ताक्षरित किये जाने की तिथि एवं स्थान	प्रस्तावित ताप विद्युत परियोजना की क्षमता	प्रस्तावित निवेश राशि (रु. करोड़ में)	स्थापित की जाने वाली परियोजना का स्थल	प्रगति की अद्यतन स्थिति
1	मेसर्स झाबुआ पावर लिमि. (केडिया पावर लिमि)नई दिल्ली	16.1.07, खजुराहो	2 X300 मेगावॉट.	2900	ग्राम बरेला- गोरखपुर, तहसील घंसीर जिला सिवनी	<ul style="list-style-type: none"> ○ कंपनी द्वारा पूर्व में ग्राम बामनियां जिला झाबुआ स्थल का चयन परियोजना हेतु किया गया था जिसको परिवर्तित कर सिवनी जिले में किया गया ○ परियोजना लगाने हेतु दिनांक 16.9.08 को पुनरीक्षित सैध्यातिक रवीकृति जारी ○ परियोजना हेतु बरगी जलाशय से जल आवंटित किये जाने हेतु कंपनी द्वारा आवेदन प्रस्तुत ○ 250 हेक्टेयर भूमि परियोजना हेतु चिन्हांकित । कलेक्टर द्वारा 89.41 हेक्टेयर शासकीय भूमि अधिग्रहण हेतु अनुशंसा दिनांक 19.9.08 को राजस्व विभाग को प्रेषित ○ कंपनी को भारत सरकार, कोल मंत्रालय से 300 मेगावॉट हेतु कोल लिंकेज आवंटित तथा शेष 300 मेगावाट हेतु आवेदन ○ मेसर्स पी.टी.सी. से विद्युत कय अनुबंध हस्ताक्षरित ○ दि. 14.1.2008 को इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित ○ परियोजना की वित्तीय लेखाबंदी दिसंबर,08 में संभावित ○ कंपनी द्वारा परियोजना की कुल क्षमता बढ़ाकर 1200 मेगावॉट करने हेतु आवेदन प्रस्तुत

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मेसर्स एस्सार पावर एम.पी. लिमि. नई दिल्ली	17.1.07, खजुराहो, संशोधन दिनांक 11.2.08, भोपाल।	प्रथम चरण में 1200 मेगावॉट / कुल 2000 मेगावॉट,	4860	बैठन, जिला सिंगरोली,	<ul style="list-style-type: none"> ○ परियोजना लगाने हेतु दिनांक 6.8.07 को सैध्दांतिक स्वीकृति जारी ○ परियोजना हेतु रिहन्द जलाशय से 0.058 एम.ए.एफ. जल आवंटित ○ 495.28 हेक्टेयर निजी भूमि और 34.98 हेक्टेयर वन भूमि हेतु अधिग्रहण की कार्यवाही जारी ○ परियोजना हेतु 185.81 हेक्टेयर शासकीय भूमि कंपनी को हस्तांतरित ○ परियोजना हेतु महान कोल ब्लॉक आवंटित ○ पर्यावरण एवं वन मंत्रालय द्वारा दि. 20.4.2007 को पर्यावरणीय स्वीकृति जारी ○ कंपनी द्वारा ई.पी.सी. कांटेक्ट दिया गया ○ दि. 16.7.2008 को इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित ○ कंपनी को एयरपोर्ट अथारिटी से चिमनी अनापत्ति स्वीकृति प्राप्त ○ कंपनी को वित्तीय लेखाबंदी प्राप्त
मेसर्स एस.जे. के. पावरजेन लिमि. विशाखापट्टनम	16.1.07, खजुराहो / संशोधन दि. 10.8.08 भोपाल	2 X 660 मेगावॉट (1320 मेगावॉट)	4200	ग्राम ललपुर तहसील सोहागपुर जिला शहडोल	<ul style="list-style-type: none"> ○ परियोजना लगाने हेतु दिनांक 9.8.07 को सैध्दांतिक स्वीकृति जारी ○ परियोजना हेतु सोन नदी से 0.032 मिलियन एकड़ फीट जल आवंटित ○ 800 एकड़ शासकीय भूमि अधिग्रहण हेतु कंपनी के प्रस्ताव कलेक्टर द्वारा दिनांक 5.3.08 को राजस्व विभाग को प्रेषित। ○ 300 एकड़ निजी भूमि अधिग्रहित ○ कंपनी द्वारा दि. 23.5.07 को भारत सरकार, कोल मंत्रालय को दीर्घकालीन कोल लिंकेज हेतु आवेदन प्रस्तुत ○ दिनांक 22.12.2007 को इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित ○ कंपनी द्वारा ई.पी.सी. कॉन्ट्रैक्ट दिया गया। ○ कंपनी द्वारा परियोजना सहाहकार नियुक्त

4.	मेसर्स टुडे इनर्जी (एम.पी.) प्रायवेट लिमिटेड नई दिल्ली	17.1.07. खजुराहो, संशोधन दिनांक 19.12.07/10.7.08 भोपाल	2X600मेग वॉट(1200 मेगावॉट)	4800	ग्राम सिलारी, तह.गोटेगांव, जिला नरसिंहपुर	<ul style="list-style-type: none"> ○ परियोजना लगान हेतु दिनांक 15.6.07 को सैध्दांतिक स्वीकृति जारी ○ परियोजना हेतु नर्मदा नदी से 40 क्यूबिक मीटर प्रति सेकंड जल आवंटित ○ कंपनी द्वारा 1100 एकड भूमि अधिग्रहण हेतु दि. 3.11.07 को आवेदन कलेक्टर को प्रस्तुत ○ राजस्व विभाग द्वारा 350.581 हेक्टेयर निजी भूमि अधिग्रहण हेतु स्वीकृति प्रदान ○ कंपनी द्वारा दि. 6.3.07 को भारत सरकार, कोल मंत्रालय को दीर्घकालीन कोल लिंकेज हेतु आवेदन प्रस्तुत ○ पर्यावरण एवं वन मंत्रालय द्वारा दि. 3.9.2007 को ईआई.ए. रिपोर्ट हेतु स्वीकृति ○ कंपनी को एयरपोर्ट अधारिटी से चिमनी अनापत्ति स्वीकृति प्राप्त ○ कंपनी को रेल ट्रांसपोर्ट स्वीकृति एवं डिफेंस स्वीकृति प्राप्त ○ ओपन एक्सेस हेतु पी.टी.सी. द्वारा अध्ययन जारी ○ इंजीनियरिंग सलाहकार नियुक्त ○ दिनांक 10.7.08 को इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित
5	मेसर्स आर्यन कोल बेनीफिकेशन प्रा. लिमि. नई दिल्ली	16.1.07, खजुराहो, संशोधन दिनांक 26.12.07, भोपाल।	4 X 300 मेगावॉट (1200 मेगावॉट)	5045	ग्राम मूसादाड़ी / भूमका निवास, तहसील मझौली जिला सीधी	<ul style="list-style-type: none"> ○ परियोजना लगाने हेतु दिनांक 29.1.2008 को सैध्दांतिक स्वीकृति जारी ○ परियोजना हेतु बनास नदी से 44 क्यूबिक मीटर प्रति सेकंड जल आवंटित ○ कंपनी द्वारा 444.94 हेक्टेयर निजी भूमि एवं 56.34 हेक्टेयर राजस्व भूमि अधिग्रहण हेतु दि. 8.2.2008 को आवेदन कलेक्टर को प्रस्तुत ○ कंपनी द्वारा ईआई.ए. अध्ययन प्रारंभ किया जाना है ○ कंपनी द्वारा दि. 28.11.07 एवं 3.3.2008 को भारत सरकार, कोल

					<p>मंत्रालय को दीर्घकालीन कोल लिंकेज हेतु आवेदन प्रस्तुत</p> <ul style="list-style-type: none"> ○ दिनांक 27.5.08 को इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित। 	
6	<p>मेसर्स जय प्रकाश पावर वेंचर्स लिमि. नई दिल्ली</p>	<p>16.1.07, खजुराहो, संशोधन दि. 8.12.07 / 27.3.08, भोपाल।</p>	<p>2X660 मेगावॉट (1320 मेगावॉट)</p>	<p>6000</p>	<p>ग्राम निगरी जिला सिंगरीली</p>	<ul style="list-style-type: none"> ○ परियोजना लगाने हेतु दिनांक 29.12.07 को सैध्दांतिक स्वीकृति जारी ○ परियोजना हेतु गोपद नदी से 65.30 क्यूबिक फीट प्रति सेकंड जल आवंटित एवं कंपनी ने जल आपूर्ति अनुबंध हस्ताक्षरित किया ○ कंपनी द्वारा 396.62 हेक्टेयर निजी भूमि एवं 29.83 हेक्टेयर राजस्व भूमि के अधिग्रहण की कार्यवाही जारी, जिसमें से कंपनी द्वारा 28.303 हेक्टेयर शासकीय भूमि एवं 204.74 एकड़ निजी भूमि अधिग्रहित। ○ दिनांक 12.12.07/27.3.08 को इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित। ○ परियोजना हेतु अमेलिया नार्थ एवं डॉंगरीताल कोल ब्लाक आवंटित। ○ पर्यावरण एवं वन मंत्रालय को दि. 11.9.2007 को पर्यावरणीय स्वीकृति हेतु आवेदन प्रस्तुत ○ कंपनी से 30 प्रतिशत विद्युत क्य करने हेतु ई.ओ.आई. जारी। ○ कंपनी ने परियोजना प्रतिवेदन जमा किया। ○ कंपनी द्वारा बॉयलर एवं टरबाइन हेतु अंतर्राष्ट्रीय निविदा आमंत्रित
7	<p>मेसर्स बी.एल. ए. पावर लिमिटेड, मुम्बई</p>	<p>10.8.07 मुम्बई / संशोधन 1.9.08 भोपाल</p>	<p>600 मेगावॉट (80+ 2X250 मेगावॉट)</p>	<p>2700</p>	<p>ग्राम निवारी तहसील गाडरवारा जिला नरसिंहपुर</p>	<ul style="list-style-type: none"> ○ परियोजना लगाने हेतु दिनांक 24.12.07 को सैध्दांतिक स्वीकृति जारी ○ परियोजना हेतु नर्मदा नदी से 7.00 क्यूबिक मीटर प्रति घंटा जल आवंटित ○ कंपनी द्वारा परियोजना हेतु 80 एकड़ निजी भूमि अधिग्रहित एवं शेष 40 एकड़ भूमि अधिग्रहण हेतु आवेदन कलेक्टर को प्रस्तुत। ○ कंपनी द्वारा भारत सरकार कोल

						<p>मंत्रालय को परियोजना हेतु दीर्घकालीन कोल लिन्केज हेतु आवेदन प्रस्तुत</p> <ul style="list-style-type: none"> ○ कंपनी द्वारा पर्यावरणीय स्वीकृति हेतु ई.आई.ए. रिपोर्ट तैयार कर म.प्र. प्रदूषण निवारण मंडल को प्रस्तुत। ○ कंपनी ने इंजी. कंसलटेंट नियुक्त किया। ○ म.प्र. पावर ट्रांसमिशन कंपनी से विद्युत निकासी हेतु सैद्धांतिक स्वीकृति प्राप्त। ○ दिनांक 1.9.08 को 140 मेगावॉट क्षमता हेतु इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित
8	मेसर्स रिलायंस पावर लिमिटेड, मुम्बई	20.9.07 भोपाल	4000 मेगावॉट	20000	तहसील चितरंगी जिला सिंगरौली	<ul style="list-style-type: none"> ○ कंपनी द्वारा परियोजना की फिजीबिलिटी रिपोर्ट दिनांक 7.11.08 को प्रस्तुत ○ परियोजना हेतु 3590 एकड़ भूमि चयनित। शासकीय भूमि हेतु सितंबर,08 एवं निजी भूमि हेतु अक्टूबर,08 में कलेक्टर को आवेदन प्रस्तुत। ○ कंपनी द्वारा दिनांक 19.7.08 को भारत सरकार कोयला मंत्रालय को दीर्घकालीन कोल लिन्केज हेतु आवेदन प्रस्तुत ○ परियोजना से उत्पादित 1241 मेगावॉट विद्युत केस-1 के अंतर्गत एम.पी.पावर ट्रेडिंग कंपनी को प्रदाय किया जाना प्रस्तावित
9	मेसर्स एस.के. एस.इस्पात एंड पावर लिमि.मुम्बई	26.10.07, इंदौर	1000 मेगावॉट	4500	तहसील परासिया जिला छिदवाड़ा	<ul style="list-style-type: none"> ○ कंपनी द्वारा दिनांक 26.7.08 को 1200 मेगावॉट की परियोजना की फिजीबिलिटी रिपोर्ट प्रस्तुत ○ परियोजना हेतु 50 मिलियन क्यूबिक मीटर प्रतिवर्ष जल हेतु जल संसाधन विभाग में आवेदन प्रस्तुत ○ परियोजना हेतु 1200 एकड़ भू अधिग्रहण हेतु दिनांक 8.10.2008 को कलेक्टर को आवेदन प्रस्तुत ○ कंपनी द्वारा इंगित अनुसार

						<p>छत्तीसगढ़ में आवंटित रावनवारा कोल ब्लॉक के कोयले को परियोजना हेतु उपयोग में लाया जाना, साथ ही कोल लिंकेज हेतु आवेदन भी दिया गया है।</p> <ul style="list-style-type: none"> ○ कंपनी द्वारा परियोजना की क्षमता बढ़ाकर 1200 मेगावॉट करने का अनुरोध किया गया है ○ कंपनी द्वारा परियोजना सलाहकार नियुक्त
10	मेसर्स प्रकाश मेगा पावर लिमि.नई दिल्ली	27.10.07, इंदौर, संशोधन दिनांक 4.08 भोपाल	1000 मेगावॉट संशोधित 1400 मेगावाट	6300	ग्राम पण्डोर, जिला अनूपपुर	<ul style="list-style-type: none"> ○ परियोजना लगाने हेतु दिनांक 28.4.2008 को सैध्यांतिक स्वीकृति जारी ○ कंपनी द्वारा परियोजना हेतु सोन नदी से 48.00मिलियन क्यूबिक मीटर प्रतिवर्ष के जल की आवश्यकता प्रतिपादित ○ कंपनी द्वारा परियोजना हेतु 1300 एकड़ भूमि चिह्नित कर अर्जन हेतु दिनांक 29.3.08 को आवेदन कलेक्टर को प्रस्तुत। ○ परियोजना हेतु वित्त पोषण की व्यवस्था की गई। ○ कंपनी द्वारा आवंटित कोरबा/रायगढ़ कोल ब्लॉक से परियोजना हेतु कोयले की आवश्यकता पूर्ण करने की संभावना तलाशी जा रही है। ○ कंपनी द्वारा पर्यावरणीय स्वीकृति एवं ई.आई.ए. रिपोर्ट तैयार करने हेतु सलाहकार नियुक्त। ○ पीटीसी को विद्युत निकासी के प्लान की मार्केटिंग हेतु आदेश दिया गया। ○ परियोजना की वित्तीय लेखाबंदी मार्च,09 में सभावित
11	मेसर्स जिनभुविश पावर जनरेशन्स लिमि.मुम्बई	27.10.07, इंदौर	2x250 मेगावॉट (500 मेगावॉट)	3250	छिंदवाड़ा जिला	<ul style="list-style-type: none"> ○ कंपनी द्वारा छिंदवाड़ा क्षेत्र में परियोजना स्थापना हेतु स्थल का चयन ○ कंपनी द्वारा परियोजना की फिजिबिलिटी रिपोर्ट की एक प्रति दिनांक 6.10.08 को प्रेषित ○ कंपनी द्वारा सूचित किया गया है कि

						<p>उनके द्वारा कोल परियोजना हेतु आवश्यक कोल लिक्विड बिना राज्य शासन की सहायता के प्राप्त किया जाएगा</p> <ul style="list-style-type: none"> ○ कंपनी को परियोजना पर त्वरित कार्यवाही हेतु पत्र लिखे गये
12	मेसर्स ग्रेट इस्टर्न इन्फ्रास्ट्रक्चर कारपोरेशन लिमि. इंदौर	27.10.07, इंदौर	600 मेगावॉट	1950	सिवनी जिला	<ul style="list-style-type: none"> ○ कंपनी द्वारा 1320 मेगावॉट की परियोजना हेतु फिजिबिलिटी रिपोर्ट की एक प्रति दिनांक 3.10.08 को प्रस्तुत । ○ नर्मदा घाटी विकास प्राधिकरण को प्रतिवर्ष 35 मिलियन क्यूबिक मीटर जल आवंटन हेतु आवेदन प्रस्तुत ○ कलेक्टर को 125 हेक्टेयर शासकीय भूमि अधिग्रहण हेतु आवेदन प्रस्तुत । ○ कंपनी द्वारा परियोजना की क्षमता बढ़ाकर 1320 मेगावॉट करने बावत् आवेदन प्रस्तुत
13	मेसर्स मेगा पावर बिल्डर्स एंड डेवलपर्स प्रा. लिमि. इंदौर	27.10.07, इंदौर	600 मेगावॉट	1800	ग्राम चारखेड़ा, तहसील छनेरा, जिला खंडवा	<ul style="list-style-type: none"> ○ कंपनी द्वारा 1200 मेगावॉट की परियोजना हेतु फिजिबिलिटी रिपोर्ट की एक प्रति दिनांक 29.8.08 को प्रस्तुत । ○ कलेक्टर को 85.9 हेक्टेयर शासकीय भूमि हेतु दिनांक 25.9.08 को आवेदन प्रस्तुत । ○ कंपनी द्वारा परियोजना की क्षमता बढ़ाकर 1200 मेगावॉट करने बावत् आवेदन प्रस्तुत
14	मेसर्स ईरा इन्फ्रा इंजी. लिमि. नई दिल्ली	21.1.08 भोपाल	1200 मेगावॉट	5400	ग्राम जटवार तहसील चंदिया जिला उमरिया	<ul style="list-style-type: none"> ○ परियोजना हेतु दिनांक 3.3.08 को पूर्व स्थल हेतु सैध्दातिक स्वीकृति जारी ○ परियोजना हेतु दिनांक 19.5.08 को सोन नदी से 0.022 मिलियन एकड़ फीट जल आवंटित ○ कंपनी द्वारा 530 एकड़ निजी भूमि हेतु विक्रय अनुबंध हस्ताक्षरित ○ कंपनी द्वारा 480.89 एकड़ शासकीय भूमि हेतु कलेक्टर को दि. 8.5.2008 को आवेदन प्रस्तुत

					<ul style="list-style-type: none"> ○ कंपनी द्वारा परियोजना हेतु दीर्घकालीन कोल लिसेंस हेतु भारत सरकार कोल मंत्रालय में आवेदन प्रस्तुत ○ दि. 3.3.2008 को कंपनी के साथ पूर्व स्थल हेतु इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित
मिसर्स साधी इन्जी लिमि. अहमदाबाद	15.02.2008, जबलपुर	405 मेगावॉट (3 X 135 मेगावॉट)	1620	ग्राम बदनपुर गैहर तहसील, जिला सतना	<ul style="list-style-type: none"> ○ कंपनी द्वारा बाणसागर बांध एवं महानदी से 24000 क्यूबिक मीटर प्रतिदिन जल हेतु आवेदन प्रस्तुत ○ कंपनी द्वारा परियोजना हेतु 470.61 हेक्टेयर भूमि चिन्हित कर अधिग्रहण हेतु आवेदन प्रस्तुत ○ कंपनी द्वारा परियोजना हेतु इंडोनेशिया से कोल आयात करने हेतु अनुबंध हस्ताक्षरित किया जाना सूचित। साथ ही कंपनी ने कोल लिसेंस हेतु आवेदन प्रस्तुत किया। ○ कंपनी द्वारा विस्तृत परियोजना प्रतिवेदन दिनांक 22.7.08 को प्रस्तुत जिंस पर अभिमत प्रेषित किया गया
मिसर्स डी.बी. आवर एम.पी. लिमि.भोपाल	15.02.2008, जबलपुर / सशोधित 10.9.08 भोपाल	2X 660 मेगावॉट (1320 मेगावॉट)	6000	तहसील देवसार, जिला सिंगरोली	<ul style="list-style-type: none"> ○ परियोजना हेतु दिनांक 14.8.08 को संघातिक स्वीकृति जारी ○ परियोजना हेतु 0.044 मिलियन एकड़ फीट प्रतिवर्ष जल गोपद नदी से दिनांक 23.8.08 को आवंटित। ○ परियोजना हेतु 1000 एकड़ भूमि चिन्हित एवं दिनांक 4.7.08 को राजस्व भूमि हेतु आवेदन प्रस्तुत। ○ कंपनी द्वारा 185 एकड़ निजी भूमि अधिग्रहित ○ परियोजना हेतु कोयला आवंटन बावत भारत सरकार कोयला मंत्रालय को दिनांक 12.6.08 को आवेदन प्रस्तुत। ○ परियोजना हेतु सलाहकार नियुक्त।
मिसर्स जिन्दल इंडिया थर्मल आवर लिमि. नई दिल्ली	16.02.2008, जबलपुर	2000 मेगावॉट + 20 प्रतिशत	9000	जिला सीधी	<ul style="list-style-type: none"> ○ परियोजना हेतु रिहन्द जलाशय से 0.051 मिलियन एकड़ फीट जल प्रथम चरण हेतु पूर्व से ही आवंटित

			(4x660 मेगावॉट)			<ul style="list-style-type: none"> ○ परियोजना हेतु 1400 एकड़ भूमि चिन्हांकित एवं कलेक्टर को आवेदन प्रस्तुत ○ भारत सरकार कोल मंत्रालय को प्रथम चरण (1200मेगावॉट) की परियोजना हेतु कोल लिंकज बावत आवेदन प्रस्तुत ○ टाटा कन्सलटेंसी को परियोजना सलाहकार नियुक्त किया गया ○ स्टेट बैंक ऑफ इंडिया ऋण की व्यवस्था करने हेतु नियुक्त ○ पी.टी.सी. द्वारा परियोजना से उत्पादित विद्युत को क्रय करने बावत सैद्धांतिक स्वीकृति प्रदत्त ○ दिनांक 15.9.08 को कंपनी द्वारा परियोजना का स्थल परिवर्तन हेतु आवेदन प्रस्तुत
18	मेसर्स ओ.पी. जी. इनर्जी प्रा. लि. चैन्नई	16.02. 2008, जबलपुर	1000 मेगावॉट	4500	ग्राम चौसारा, जिला छिंदवाडा	<ul style="list-style-type: none"> ○ परियोजना हेतु फिजीबिलिटी रिपोर्ट अगस्त, 08 को प्रस्तुत की गयी जिस पर अभिमत प्रेषित ○ दिनांक 19.8.08 को कंपनी को परियोजना के क्रियान्वयन में गति लाने हेतु निर्देश जारी
19	मेसर्स हिब्रा पावर लिमि. (मेसर्स गोयल एम.जी. गैसेस प्रा. लि.) नई दिल्ली	16.02. 2008, जबलपुर / संशोधित 11.11.08 भोपाल	1000 मेगावॉट	4000	ग्राम छनेरा देवालडी, तहसील हरसूद, जिला खण्डवा	<ul style="list-style-type: none"> ○ परियोजना हेतु ग्राम छनेरा तहसील हरसूद जिला खण्डवा में स्थल का चयन ○ परियोजना हेतु 1250 एकड़ शासकीय भूमि हेतु कलेक्टर को दिनांक 17.5. 08 को आवेदन प्रस्तुत। ○ परियोजना हेतु 250 हेक्टेयर निजी भूमि अधिग्रहित। ○ परियोजना लगाने हेतु सैद्धांतिक स्वीकृति दिनांक 19.6.08 को जारी। ○ इंदिरा सागर बांध से 41 क्यूसेक जल आवंटन हेतु नर्मदा घाटी विकास प्राधिकरण द्वारा स्वीकृति जारी ○ परियोजना हेतु कोयला आवंटन बावत कोयला मंत्रालय, भारत सरकार को दिनांक 23.5.08 को आवेदन प्रस्तुत।

						<ul style="list-style-type: none"> ○ परियोजना प्रतिवेदन हेतु सलाहकार नियुक्त। ○ म.प्र.प्रदूषण नियंत्रण मंडल को परियोजना स्थापना बावत् आवेदन प्रस्तुत। ○ इम्प्लीमेंटेशन एग्रीमेंट हस्ताक्षरित किये जाने हेतु प्रयास
20	मेसर्स जे.एस. डब्ल्यू. एनर्जी लिमि., मुंबई।	17.3.08 भोपाल	1320 मेगावाट	5500	जिला छिंदवाड़ा	<ul style="list-style-type: none"> ○ कंपनी द्वारा छिंदवाड़ा जिले में परियोजना स्थापित करने हेतु उपयुक्त स्थल का चयन किया जा रहा है। ○ दिनांक 23.10.08 को कंपनी को परियोजना के क्रियान्वयन में गति लाने हेतु निर्देश जारी।
21	मेसर्स अवंती इनर्जी इंदौर लिमि., इंदौर	27.5.08, भोपाल	1200 मेगावाट	4500	जिला बालाघाट	<ul style="list-style-type: none"> ○ कंपनी द्वारा प्रारंभिक कार्य यथा स्थल चयन आदि हेतु सर्वेक्षण इत्यादि का कार्य किया जा रहा है। ○ दिनांक 22.10.08 को कंपनी को परियोजना के क्रियान्वयन में गति लाने हेतु निर्देश जारी।
22	मेसर्स न्यूजोन इंडिया लिमि. गुवाहाटी (प्रा.)	30.5.08 भोपाल	1200 मेगावाट	5400	ब्यौहारी, जिला शहडोल	<ul style="list-style-type: none"> ○ कंपनी द्वारा प्रारंभिक कार्य यथा स्थल चयन आदि हेतु सर्वेक्षण इत्यादि का कार्य किया जा रहा है। ○ दिनांक 23.10.08 को कंपनी को परियोजना के क्रियान्वयन में गति प्रदान करने हेतु निर्देश जारी।
23	मेसर्स मोसरबियर पावर एण्ड इन्फ्रास्ट्रक्चर लिमि. नई दिल्ली	4.6.08 भोपाल	2000 मेगावाट	9298	मौहाली, जिला अनूपपुर	<ul style="list-style-type: none"> ○ दिनांक 17.9.08 को सैद्धांतिक स्वीकृति जारी। ○ कोल मंत्रालय से कोल लिंकेज हेतु आवेदन दिनांक 16.8.08 को प्रस्तुत। ○ कंपनी को सोन नदी से 0.065 मिलियन एकड़ फीट प्रतिवर्ष जल आवंटित। कंपनी द्वारा जल संसाधन विभाग से अनुबंध हस्ताक्षरित ○ परियोजना हेतु सलाहकार नियुक्त। ○ दिनांक 8.7.08 को 1992 एकड़ भूमि हेतु आवेदन कलेक्टर को प्रस्तुत ○ 115 एकड़ निजी भूमि हेतु विक्रय अनुबंध हस्ताक्षरित

24	मेसर्स एनर्जी लिमिटेड, कोलकाता	9.6.08 गोपाल	1000 मेगावाट +/- 20 प्रतिशत	4400	ग्राम बिरहुली जिला, शहडोल	<ul style="list-style-type: none"> ○ दिनांक 21.8.08 को सैद्धांतिक रवीकृति जारी। ○ कंपनी द्वारा भू-अर्जन एवं जल आवंटन के लिए आवेदन किया जाना है। ○ कोल लिंकेज हेतु कोल मंत्रालय को आवेदन प्रस्तुत।
25	मेसर्स भिलेनियम डिस्टलरीज लिमि. इंदौर	18.6.08, गोपाल	600 मेगावाट	2700	तहसील कोतगा जिला अनूपपुर	<ul style="list-style-type: none"> ○ कंपनी द्वारा दिनांक 19.6.08 को किवई नदी से जल आवंटन हेतु जल ससाधन विभाग को आवेदन प्रस्तुत। ○ कंपनी द्वारा दिनांक 20.6.08 को 438.58 हेक्टेयर भूमि हेतु कलेक्टर को आवेदन प्रस्तुत।
26	मेसर्स भीलवाड़ा इनर्जी लिमि. नोएडा	29.7.08 ग्वालियर	1500 मेगावाट	7500	डिंडोरी/ उमरिया/ अनूपपुर जिला	<ul style="list-style-type: none"> ○ कंपनी द्वारा परियोजना हेतु स्थल चयन बावत् प्रक्रिया जारी जिसके तहत जल उपलब्धता के आंकड़े प्राप्त करने की कार्यवाही की जा रही है। ○ दिनांक 20.10.08 को कंपनी को परियोजना के क्रियान्वयन में गति लाने हेतु निर्देश जारी।
27	मेसर्स इंडिया बुल्स पावर सर्विसेज लिमिटेड, गुडगा व	30.7.08 ग्वालियर	प्रथम चरण में 1320 मेगावाट तथा कुल 2640 मेगावाट	12000	छिदवाड़ा जिला	<ul style="list-style-type: none"> ○ दिनांक 20.10.08 को कंपनी को परियोजना के क्रियान्वयन में गति लाने हेतु निर्देश जारी।
28	मेसर्स एम.एस. पी.स्टील एंड पावर लिमिटेड, कोल काता	30.7.08 ग्वालियर	1000 मेगावाट	4200	जिला सीधी	<ul style="list-style-type: none"> ○ दिनांक 20.10.08 को कंपनी को परियोजना के क्रियान्वयन में गति लाने हेतु निर्देश जारी। ○ कंपनी द्वारा परियोजना की फिजिबिलिटी रिपोर्ट तैयार करने हेतु सलाहकार नियुक्त।
29	मेसर्स सूर्यचका पावर वेंचर्स प्रायवेट लिमि. हैदराबाद	30.7.08 ग्वालियर	1200 मेगावाट दो चरणों में	5000	ग्राम हरदी एवं गहुआ गांव, तहसील देवरार,	<ul style="list-style-type: none"> ○ कंपनी द्वारा 42 मिलियन क्यूबिक मीटर प्रतिवर्ष जल आवंटन हेतु जल ससाधन विभाग को आवेदन दिनांक 11.9.08 को प्रस्तुत।

					जिला सिंगरीली	<ul style="list-style-type: none"> ○ कंपनी द्वारा परियोजना हेतु 1450 एकड़ भूमि की आवश्यकता ○ परियोजना हेतु एन.सी.एल.कोल माईन्स से कोयला प्राप्त करने का प्रयास दिनांक 22.10.08 को इंडोनेशिया से कोल आयात हेतु अनुबंध हस्ताक्षरित।
20	मेसर्स आधुनिक इस्पात लिमिटेड, कोलकाता	30.7.08 ग्वालियर	1200 मेगावॉट	6000	स्थल चयन किया जाना है।	<ul style="list-style-type: none"> ○ परियोजना हेतु सलाहकार नियुक्त ○ दिनांक 20.10.08 को कंपनी को परियोजना के कियान्वयन में गति लाने हेतु निर्देश जारी।
31	मेसर्स सुनील हाईटेक पावर प्रायवेट लिमि. नागपुर	30.7.08 ग्वालियर	1320 मेगावॉट	5940	जिला सिवनी	<ul style="list-style-type: none"> ○ दिनांक 20.10.08 को कंपनी को परियोजना के कियान्वयन में गति लाने हेतु निर्देश जारी।
32	मेसर्स एस. एल.एस.इनर्जी प्रा.लि.बैंगलुरु	8.8.08 भोपाल	1200/20 मेगावॉट	5300	तारादंड जिला अनूपपुर	<ul style="list-style-type: none"> ○ परियोजना हेतु 1200 एकड़ भूमि चिन्हांकित। ○ परियोजना की प्री फिजिबिलिटी रिपोर्ट प्रस्तुत।
33	मेसर्स इमामी सीमेंट लिमिटेड, कोलकाता	3.9.08 भोपाल	1000 मेगावॉट	5000	जिला डिंडोरी	<ul style="list-style-type: none"> ○ परियोजना हेतु प्रारंभिक कार्यवाही जारी
34	मेसर्स श्याम डीआरआई पावर लिमिटेड, कोलकाता	27.9.08 भोपाल	1200 मेगावॉट	5125	चंदिया जिला उमरिया	<ul style="list-style-type: none"> ○ परियोजना हेतु प्रारंभिक कार्यवाही जारी
35	मेसर्स के.वी. के.इनर्जी एंड इन्फ्रास्ट्रक्चर प्रायवेट लिमिटेड, हैदराबाद	13.10.08 भोपाल	1050 मेगावॉट	5200	स्थल चयन किया जाना है।	<ul style="list-style-type: none"> ○ परियोजना हेतु प्रारंभिक कार्यवाही जारी
			कुल 41775 मेगावॉट	रु. 191888 करोड़		