



पावर ग्रिड कारपोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उद्यम)

POWER GRID CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



केन्द्रीय कार्यालय: "सौदामिनी" प्लॉट सं. 2, सैक्टर-29, गुडगाँव-122 001, (हरियाणा) दूरभाष: 0124-2571700-719, फैक्स : 0124-2571762,
"Saudamini" Plot No. 2, Sector-29, Gurgaon-122 001, (Haryana) Tel. : 0124-2571700-719, Fax : 0124-2571762, Web.: www.powergridindia.com

C/CP/RTI/2015/47

Date: 30th June, 2015

Shri Shathish P V
C9/203, Vedant Complex
Vasthu Nagar
Thane (West)-400606

Sub: **Information under Right to Information Act, 2005.**

Dear Mr. Shathish,

This has reference to our letter dated 3rd June, 2015 in response to your Online RTI request dated 17th May 2015, under RTI Act, 2005.

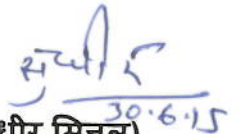
In this regard it may be mentioned that the information sought was pertaining to third party, consent for providing information was sought from third party. Now, third party has given consent for disclosure of information. Accordingly, information sought is attached at **Annex-I**

Details of Appellate Authority, as per the provisions of RTI Act, 2005 is as under:

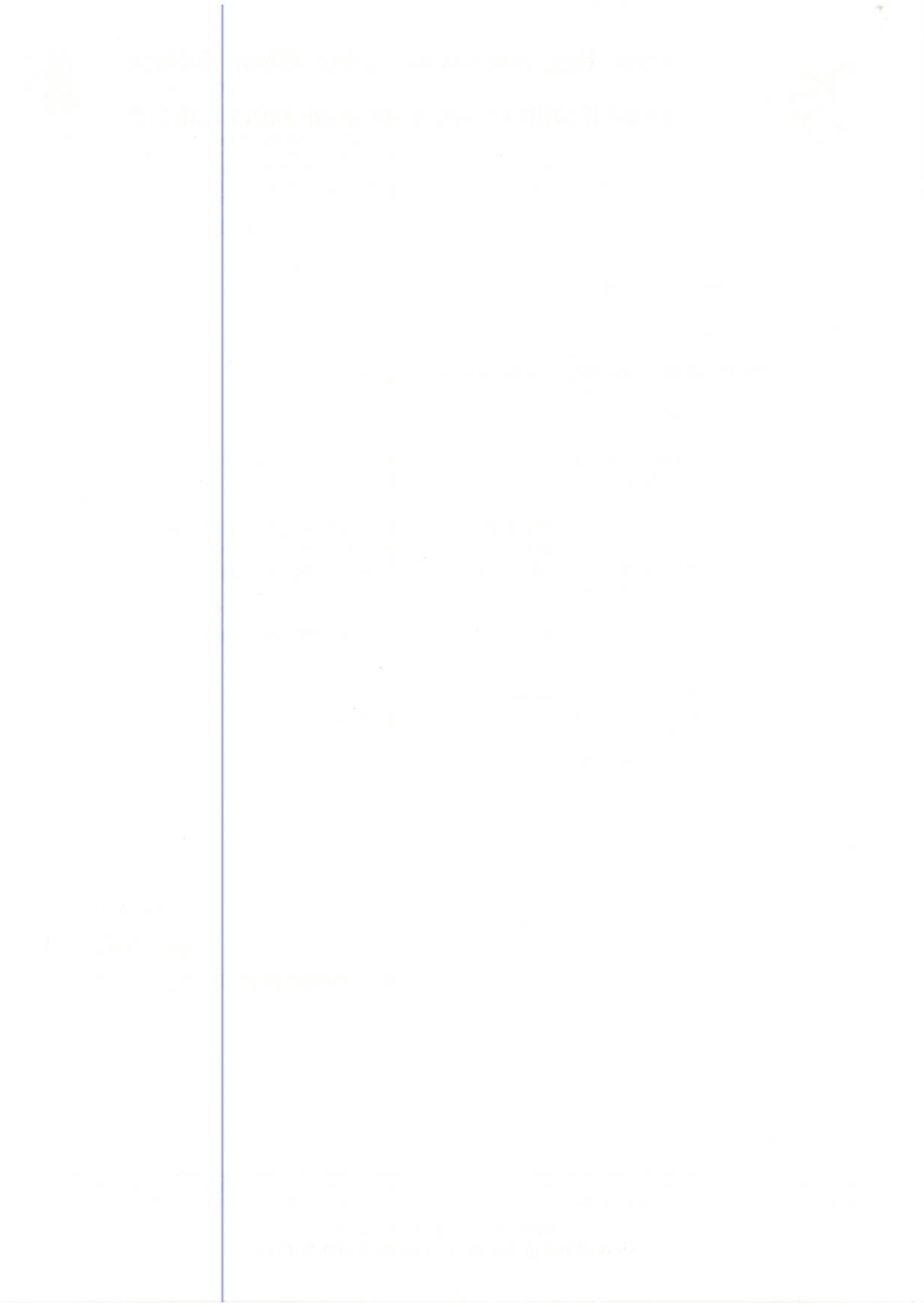
Shri B. Mishra
Executive Director (CP & IT) & Appellate Authority
Corporate Centre, Power Grid Corporation of India Limited
"Saudamini", Plot No. 2, Sector-29
Gurgaon – 122007, Haryana

Thanking You,

भवदीय,


(सुधीर मि्तल)
30.6.15

महाप्रबंधक(के.आ.)एवं के.लो.सू.अधिकारी



**TELANGANA STATE SOUTHERN POWER
DISTRIBUTION COMPANY LTD**

From
Chief General Manager,
(Commercial, IPC & RAC)
TSSPDCL,
Mint Compound,
Hyderabad; Telangana State

To
The Executive Director(SEF& CE)
Power Grid Corporation of India Ltd
Saudamini, Plot No-2; Sector - 29
Near IFFCO Chowk, Gurgaon - 122001
Haryana State.

Lr No: CGM/Comml/SE/IPC/F. Chhattisgarh/ D.No. 3834 /15; Dt: 16.02.2015.

Sir,

Sub: MoU entered between the states of Chhattisgarh and Teianguana for Procurement of 1000 MW and another 1000MW MoU is to be entered, on long term basis -Request for approval of Transmission Corridor (LTA) on priority-Reg.

Ref: 1. MoU, dated: 03-11-2014, entered by Governments of Telangana & Chhattisgarh
2.Lr No: CGM/Comml/SE/IPC/F. Chhattisgarh/ D.No.3801/15; Dt: 11.02.2015

In the reference cited 2 above, Application for Long Term Access has been submitted to the ED(SEF&CE)/PGCIL on long term basis from the State of Chhattisgarh to Telangana, for evacuation of 2000MW of power along with the relevant documents. (1000 MW as per MoU dated 3-11-2014 and Another 1000 MW MoU is to be entered with Chhattisgarh State).

After verification of the said application, the officials of PGCIL have requested to furnish the following information for the SL.no 5 in the LTA-2 format.

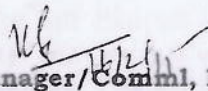
5	Details for Long Term Access (LTA)	
5a	Quantum (MW) for which LTA required	: 2000 MW
5b	Date from which LTA required (not earlier than 3 years from the last day of the month in which application has been received)	: 01.03.2015 or Whatever date suitable.
5c	Date upto which LTA required (12 years to 25 years from the date from which LTA is required)	: 25 years
5d	Injection of Power (more than one only in case of single drawal)	
	Entity-1	: 400 KV Ex-bus at Marwa Thermal Power Plant connected to Chhattisgarh State STU.
	State/Region	: Chhattisgarh /Western Region
	Quantum-1	: 1000 MW
	Connectivity with the Grid	: Chhattisgarh State Transmission Co Ltd.
	Entity-2	: Chhattisgarh State Distribution Company Ltd.
	State/Region	: Chhattisgarh /Westren Region

	Quantum-2	:	1000 MW
	Connectivity with the Grid	:	Will be submitted Later after entering another 1000MW MoU with Government of Chhattisgarh.
5e	Drawal of Power (more than one only in case of single Injection)		
	Entity-1	:	Telangana State DISCOMs 1. Southern Power Distribution Company of Telangana Limited (TSSPDCL) 2. Northern Power Distribution Company of Telangana Limited (TSNPDCL)
	State/Region	:	Telangana
	Quantum-1	:	2000 MW
	Connectivity with the Grid	:	Power Grid Network Dichpally, Nizamabad (765/400 KV SS)

Further as per the discussion held during the meeting dated 12-02-2015 at TCC Corporate office, the revised LTA-2 application is here with enclosed, for taking further necessary action please.

Encl: 1. Application (LTA-2)(Revised)

Your faithfully,



Chief General Manager/Comml, IPC & RAC

Copy submitted to:

The Chairman/TSPCC and Chairman & Managing Director/TSTRANSCO/Vidyut Soudha/Hyd.

The Chairman and Managing Director/TSSPDCL/Corporate Office.

The Chairman and Managing Director/TSNPDCL/Warangal.


18/02/16

APPLICATION FOR GRANT OF LONG TERM ACCESS (LTA)

1	Name the Applicant	: Chief General Manager (Comml & RAC)/TSSPDCL
2	Address for Correspondence	: #6-1-50, Ground Floor, TSSPDCL, Corporate Office, Mint Compound, Hyderabad
3	Contact Details	
	Prime Contact Person	: K.Saibaba
	Designation	: CGM (Comml & RAC)
	Phone No. (Landline)	: 040-23431453
	Phone No. (Mobile)	: 09440816220
	Fax	: 040-23431395
	E-Mail	: cgmcomml@tssouthernpower.com
	Alternate Contact Person	: Manohar Raju
	Designation	: SE/IPC-2
	Phone No. (Landline)	: 040-23431451
	Phone No. (Mobile)	: 08985016998
	Fax	: 040-23431452
	E-Mail	: seipc@tssouthernpower.co
4	Nature of the Applicant	: Distribution Licensee
5	Details for Long Term Access (LTA)	
5a	Quantum (MW) for which LTA required	: 2000 MW
5b	Date from which LTA required (not earlier than 3 years from the last day of the month in which application has been received)	: 01.03.2015 or Whatever date suitable.
5c	Date upto which LTA required (12 years to 25 years from the date from which LTA is required)	: 25 years
5d	Injection of Power (more than one only in case of single drawal)	
	Entity-1	: 400 KV Ex-bus at Marwa Thermal Power Plant connected to Chhattisgarh State STU.
	State/Region	: Chhattisgarh / Westren Region
	Quantum-1	: 1000 MW
	Connectivity with the Grid	: Chhattisgarh State Transmission Co Ltd.

	Entity-2 :	Chhattisgarh State Distribution Company Ltd.
	State/Region :	Chhattisgarh / Westren Region
	Quantum-2 :	1000 MW
	Connectivity with the Grid :	Will be submitted Later after entering another 1000MW MoU with Government of Chhattisgarh.
5e	Drawal of Power (more than one only in case of single Injection)	
	Entity-1 :	Telangana State DISCOMs 1. Southern Power Distribution Company of Telangana Limited (TSSPDCL) 2. Northern Power Distribution Company of Telangana Limited (TSNPDC)
	State/Region :	Telangana
	Quantum-1 :	2000 MW
	Connectivity with the Grid :	Power Grid Network Dichpally, Nizamabad (765/400 KV SS)
6	Details of DD/Cheque e-transaction (Application Fee)	RTGS
	Amount (in Rs.) :	9,00,000/-
	DD/Cheque transaction No. :	52045247178
	Date :	07/02/2015
	Bank Name :	SBH
	Branch Name :	GUNFOUNDRY
7	Details of Bank Guarantee(1)	BG NO: 2006615BG0000011
	Amount (in Rs.) :	Rs. 1,00,00,000(1 Crore)
	Bank Name :	SBH
	Period of Validity :	12Months
7a	Details of Bank Guarantee(2)	BG NO: 2006615BG0000012
	Amount (in Rs.) :	Rs. 1,00,00,000(1 Crore)
	Bank Name :	SBH
	Period of Validity :	12Months

Uf

Department of (Name)
Government of (Name)
Hyderabad, India

FORMAT-LTA-3**“No Objection Certificate of TSTRANSCO”**

<<Format in which NOC is to be given by STU to intra-state Entity for submission to CTU>>

NOC No. TSTRANSCO-01/2014-15**Dated. 13 -02-2015**

1. Name of the STU issuing NOC : TSTRANSCO
 2. Region : Southern
 3. Name of the Entity : TSSPDCL & TSNPDCL
 4. Status of Entity (e.g.; State Utility/CPP/IPP/Discom etc.):Telangana State Discoms
 5. Point(s) of Connection : Inter-connection of PGCIL and TSTRANSCO network at Telangana State Periphery
 6. Max. MW ceiling allowed for Injection* : --
 7. Max. MW ceiling allowed for Drawal* : 2000 MW
 (* STUs may specify different MW ceilings for different time blocks, if required.)
 8. Validity Period :

Period	Duration	Quantum(MW)
Immediately for 25 years	00.00-24.00 Hrs	2000

9. Transmission losses (besides Regional Transmission losses)

Type of Losses	Whether Applicable or not(Yes or No)	% loss
State Transmission losses	Yes	2.8 %
Distribution Licensees losses	No	--
Any other losses	NA	--

* The losses mentioned are applicable up to 25-02-2015 and subsequently losses published in TS Transco website from time to time are applicable.

10. Transmission Charges (besides Regional Transmission Charges)

Type of Charges	Whether Applicable or not(Yes or No)	Rate (Rs./KW/Month)
State Transmission Charges	Yes	76.60*
Distribution Licensees Charges	No	--
Any other Charges	NA	--

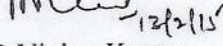
* The charges mentioned are applicable for the year 2015-16 and subsequently charges as per the TSERC Tariff Order issued from time to time are applicable.

Declaration:

It is hereby certified that:

- a) We have "No Objection" to seeking and availing Open Access by TSSPDCL & TSNPDCL, through ISTS up to the MW ceiling as specified above, in accordance with applicable regulations of CERC/TSERC.
- b) We have the required infrastructure for energy metering and time block wise accounting in place. The State/ Distribution licensee network has the required transfer capability for transfer of power as per specified ceiling.
- c) The Transmission Charges for the use of State/Distribution Licensee network and Operating Charges for the State Load Despatch Centers shall be directly settled by the OA applicant with us.
- d) The State Utility designated for the purpose of collection/disbursement of UI charges shall be responsible for timely payment of State's composite dues into the Regional Pool Account.
- e) Any mismatch between the Scheduled and Actual drawal/injection for the intra-State Entity shall be determined by us and will be covered in the intra-State UI accounting scheme, or as applicable.
- f) The Reactive Energy Charges shall be governed by the Regulations applicable within the State.
- g) We shall disburse the Transmission Charges for use of the State/Distribution Licensee Network to the State Transmission Utility /Distribution Licensee directly.
- h) We shall inform the total import and export capability of the State as a whole to all concerned. Attempt shall be made to declare this in advance through our website.
- i) Any change in the contents of the NOC shall be conveyed to the party to whom NOC was given, at least 10 working days prior to the day of transaction. In such cases, the RLDC(s)/NLDC shall also be informed simultaneously.

Place: Hyderabad
Date : 13-02-2015

Signature: 
Name: B. Vizian Kumar
Designation: Chief Engineer
Planning, Power Systems & IT
TSTRANSCO, Vidyut Soudha
Khairathabad, Hyderabad-500082
(Authorized Signatory of TSTRANSCO)
Phone No. Off: 040-23317641
Cell:09440811104

**TELANGANA STATE SOUTHERN POWER
DISTRIBUTION COMPANY LTD**

From
Chief General Manager,
(Commercial, IPC & RAC)
TSSPDCL,
Mint Compound,
Hyderabad; Telangana State

To
The Executive Director(SEF& CE)
Power Grid Corporation of India Ltd
Saudamini, Plot No-2; Sector - 29
Near IFFCO Chowk, Gurgaon - 122001
Haryana State.

Lr No: CGM/Comml/SE/IPC/F. Chhattisgarh/ D.No. 3854/15; Dt: 11.02.2015.

Sir,

Sub: MoU entered between the states of Chhattisgarh and Telangana for Procurement of 1000 MW and another 1000MW MoU is to be entered, on long term basis -Request for approval of Transmission Corridor (LTA) on priority-Reg.

Ref: 1. MoU, dated: 03-11-2014, entered by Governments of Telangana & Chhattisgarh
2 Lr No: CGM/Comml/SE/IPC/F. Chhattisgarh/ D.No.3801/15; Dt: 11.02.2015

In the reference cited 2 above, Application for Long Term Access has been submitted to the ED(SEF&CE)/PGCIL on long term basis from the State of Chhattisgarh to Telangana, for evacuation of 2000MW of power along with the relevant documents. (1000 MW as per MoU dated 3-11-2014 and Another 1000 MW MoU is to be entered with Chhattisgarh State).

After verification of the said application, the officials of PGCIL have requested to furnish the following information for the SL.no 5 in the LTA-2 format.

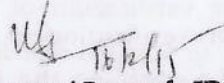
5	Details for Long Term Access (LTA)	
5a	Quantum (MW) for which LTA required	: 2000 MW
5b	Date from which LTA required (not earlier than 3 years from the last day of the month in which application has been received)	: 01.03.2015 or Whatever date suitable.
5c	Date upto which LTA required (12 years to 25 years from the date from which LTA is required)	: 25 years
5d	Injection of Power (more than one only in case of single drawal)	
	Entity-1	: 400 KV Ex-bus at Marwa Thermal Power Plant connected to Chhattisgarh State STU.
	State/Region	: Chhattisgarh /Western Region
	Quantum-1	: 1000 MW
	Connectivity with the Grid	: Chhattisgarh State Transmission Co Ltd.
	Entity-2	: Chhattisgarh State Distribution Company Ltd.
	State/Region	: Chhattisgarh /Westren Region

	Quantum-2	:	1000 MW
	Connectivity with the Grid	:	Will be submitted Later after entering another 1000MW MoU with Government of Chhattisgarh.
5e	Drawal of Power (more than one only in case of single Injection)		
	Entity-1	:	Telangana State DISCOMs 1. Southern Power Distribution Company of Telangana Limited (TSSPDCL) 2. Northern Power Distribution Company of Telangana Limited (TSNPDCL)
	State/Region	:	Telangana
	Quantum-1	:	2000 MW
	Connectivity with the Grid	:	Power Grid Network Dichpally, Nizamabad (765/400 KV SS)

Further, as per the discussion held during the meeting dated 12-02-2015 at PGCIL corporate office, the revised LTA-2 application is here with enclosed, for taking further necessary action please.

Encl: 1.Application (LTA-2)(Revised)

Your faithfully,



Chief General Manager/Comml, IPC & RAC

Copy submitted to:


The Chairman/TSPCC and Chairman & Managing Director/TSTRANSCO/Vidyut Soudha/Hyd.

The Chairman and Managing Director/TSSPDCL/Corporate Office.
The Chairman and Managing Director/TSNPDCL/Warangal.

APPLICATION FOR GRANT OF LONG TERM ACCESS (LTA)

1	Name the Applicant	:	Chief General Manager (Comml & RAC)/TSSPDCL
2	Address for Correspondence	:	#6-1-50, Ground Floor, TSSPDCL, Corporate Office, Mint Compound, Hyderabad
3	Contact Details		
	Prime Contact Person	:	K.Saibaba
	Designation	:	CGM (Comml & RAC)
	Phone No. (Landline)	:	040-23431453
	Phone No. (Mobile)	:	09440816220
	Fax	:	040-23431395
	E-Mail	:	cgmcomml@tssouthernpower.com
	Alternate Contact Person	:	Manohar Raju
	Designation	:	SE/IPC-2
	Phone No. (Landline)	:	040-23431451
	Phone No. (Mobile)	:	08985016998
	Fax	:	040-23431452
	E-Mail	:	seipc@tssouthernpower.co
4	Nature of the Applicant	:	Distribution Licensee
5	Details for Long Term Access (LTA)		
5a	Quantum (MW) for which LTA required	:	2000 MW
5b	Date from which LTA required (not earlier than 3 years from the last day of the month in which application has been received)	:	01.03.2015 or Whatever date suitable.
5c	Date upto which LTA required (12 years to 25 years from the date from which LTA is required)	:	25 years
5d	Injection of Power (more than one only in case of single drawal)		
	Entity-1	:	400 KV Ex-bus at Marwa Thermal Power Plant connected to Chhattisgarh State STU.
	State/Region	:	Chhattisgarh / Westren Region
	Quantum-1	:	1000 MW
	Connectivity with the Grid	:	Chhattisgarh State Transmission Co Ltd.

	Entity-2 :	Chhattisgarh State Distribution Company Ltd.
	State/Region :	Chhattisgarh / Westren Region
	Quantum-2 :	1000 MW
	Connectivity with the Grid :	Will be submitted Later after entering another 1000MW MoU with Government of Chhattisgarh.
5e	Drawal of Power (more than one only in case of single Injection)	
	Entity-1 :	Telangana State DISCOMs 1. Southern Power Distribution Company of Telangana Limited (TSSPDCL) 2. Northern Power Distribution Company of Telangana Limited (TSNPDCL)
	State/Region :	Telangana
	Quantum-1 :	2000 MW
	Connectivity with the Grid :	Power Grid Network Dichpally, Nizamabad (765/400 KV SS)
6	Details of DD/Cheque e-transaction (Application Fee)	RTGS
	Amount (in Rs.) :	9,00,000/-
	DD/Cheque transaction No. :	52045247178
	Date :	07/02/2015
	Bank Name :	SBH
	Branch Name :	GUNFOUNDRY
7	Details of Bank Guarantee(1)	BG NO: 2006615BG0000011
	Amount (in Rs.) :	Rs. 1,00,00,000(1 Crore)
	Bank Name :	SBH
	Period of Validity :	12Months
7a	Details of Bank Guarantee(2)	BG NO: 2006615BG0000012
	Amount (in Rs.) :	Rs. 1,00,00,000(1 Crore)
	Bank Name :	SBH
	Period of Validity :	12Months


 Chief General Manager (Commercial)
 TSSPDCL, Corporate Office,
 6-1-30, 4th Compound, Hyderabad-53.

**TELANGANA STATE SOUTHERN POWER
DISTRIBUTION COMPANY LTD**

From
Chief General Manager,
(Commercial, IPC & RAC)
TSSPDCL,
Mint Compound,
Hyderabad; Telangana State

To
The Executive Director(SEF& CE)
Power Grid Corporation of India Ltd
Saudamini, Plot No-2; Sector - 29
Near IFFCO Chowk, Gurgaon -122001
Haryana State.

Lr No: CGM/Comml/SE/IPC/F. Chhattisgarh/ D.No. 3801 /15; Dt: 11.02.2015.

Sir,

Sub: MoU entered between the states of Chhattisgarh and Telangan for Procurement of 2000 MW power by the DISCOMs of Telangana, from the DISCOM of the Chhattisgarh state, on long term basis for a period of 25 years-Request for approval of Transmission Corridor (LTA) on priority-Reg.

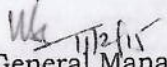
Ref: MoU, dated: 03-11-2014, entered by Governments of Telangana & Chhattisgarh

As per the AP Reorganisation Act, 2014, issued by Govt of India, the State of Telangana is formed on 02.06.2014. Soon after the formation of the state, the Govt of Telangana initiated the steps to mitigate the demand - supply gap in power sector in the newly formed state and as part of this has entered into a Memorandum of Understanding (MoU) with its neighbouring state Chhattisgarh on 03-11-2014, to supply 1000 MW out of 2000 MWs of power from the Thermal Power Station under Chhattisgarh State Power Generation Corporation Limited (CSPGCL), located in Marwa in Janjgir-Champa District. To this effect, a 'draft PPA' is prepared, with the DISCOMs of Telangana being the 'Procurers' & the DISCOM of Chhattisgarh (CSPDCL) being the 'Supplier', with the 'Injection Point' being the 'Ex-Bus Gantry of the Marwa Power Station. The 'draft PPA' is sent to CSPDCL. It is to inform that CSPDCL is having a back-to-back PPA with CSPGCL. Further, in principle the Government of Chhattisgarh have accepted to supply another 1000 MW and the MoU/PPA will be signed very shortly.

In view of the circumstances explained above and in view of the power requirements of the newly formed state of Telangana, it is requested to consider this letter as application for the Connectivity & Long Term Access (LTA), for evacuation of 1000 MW power from the Marwa Thermal Power Station (Marwa TPS) and another 1000 MW power from the Generating Stations as decided by Government of Chhattisgarh i.e., total 2000 MW to the DISCOMs of Telangana state based on the MOU (copy enclosed).

The required application, with the available details filled in, is enclosed. The balance details and other relevant documents, along with the signed PPA will be sent separately.

Your faithfully,

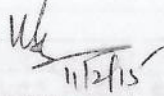

Chief General Manager/
Comml, IPC & RAC
Chief General Manager (Commercial)
TSSPDCL, Corporate Office,
6-1-60, Mint Compound, Hyderabad-83.

- Encl: 1. Application (LTA-2)
2. Copy of MoU
3. Application fee Details
4. 2 no of BG's.

APPLICATION FOR GRANT OF LONG TERM ACCESS (LTA)

1	Name the Applicant	:	Chief General Manager (Comml & RAC)/TSSPDCL
2	Address for Correspondence	:	#6-1-50, Ground Floor, TSSPDCL, Corporate Office, Mint Compound, Hyderabad
3	Contact Details		
	Prime Contact Person	:	K.Saibaba
	Designation	:	CGM (Comml & RAC)
	Phone No. (Landline)	:	040-23431453
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	Alternate Contact Person	:	Manohar Raju
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	Phone No. (Mobile)	:	08985016998
	Fax	:	040-23431452
	E-Mail	:	seipc@tssouthernpower.co
4	Nature of the Applicant	:	Distribution Licensee
5	Details for Long Term Access (LTA)		
5a	Quantum (MW) for which LTA required	:	2000 MW
5b	Date from which LTA required (not earlier than 3 years from the last day of the month in which application has been received)	:	Immediately
5c	Date upto which LTA required (12 years to 25 years from the date from which LTA is required)	:	25 years
5d	Injection of Power (more than one only in case of single drawal)		
	Entity-1	:	Chhattisgarh State Transmission Company Limited
	State/Region	:	Chhattisgarh
	Quantum-1	:	1000 MW
	Connectivity with the Grid	:	Marwa Thermal Power Plant (400 KV SS)(CSPGCL)
	Quantum-2	:	1000 MW
	Connectivity with the Grid	:	As decided by the CSPGCL

5e	Drawal of Power (more than one only in case of single Injection)	
	Entity-1 :	Telangana State DISCOMs 1. Southern Power Distribution Company of Telangana Limited (TSSPDCL) 2. Northern Power Distribution Company of Telangana Limited (TSNPDCL)
	State/Region :	Telangana
	Quantum-1 :	2000 MW
	Connectivity with the Grid :	Power Grid Network Dichpally, Nizamabad (765/400 KV SS)
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	Amount (in Rs.) :	Rs. 1,00,00,000(1 Crore)
	Bank Name :	SBH
	Period of Validity :	12Months


 Chief General Manager (Commercial)
 TSSPDCL, Corporate Office,
 6-1-50, Mint Compound, Hyderabad-53.

MEMORANDUM OF UNDERSTANDING

BETWEEN

GOVERNMENT OF CHHATTISGARH

AND

GOVERNMENT OF TELANGANA

FOR

SUPPLY OF POWER

3rd November, 2014

RAIPUR, CHHATTISGARH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made on the 3rd day of November, 2014 at Raipur.

BETWEEN

Government of Chhattisgarh (hereinafter referred to as "GoCG"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors, authorised representatives and permitted assignee of the **FIRST PART**;

AND

Government of Telangana (hereinafter referred to as "GoTS"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors, authorised representatives and permitted assignee of the **OTHER PART**;

The "GoCG" and "GoTS" shall, in this MOU be individually referred to as "**PARTY**" and collectively as "**PARTIES**".

WHEREAS:

- A. The Government of Telangana has expressed its interest to procure power from Government of Chhattisgarh on a long term basis to meet its internal demand of power, assessed at 1,000 MW.
- B. The Government of Chhattisgarh is desirous of meeting the aforesaid requirement of power of the State of Telangana by supplying surplus power from its source on long term basis.

Now therefore, in consideration of the foregoing, the Government of Chhattisgarh and Government of Telangana have come together to record their intentions through this memorandum of understanding (MoU) as follows:

- 1. The Government of Chhattisgarh will supply and Government of Telangana will procure 1,000 MW power, on long term basis.




2. The Government of Chhattisgarh will supply the aforesaid power through Chhattisgarh State Power Distribution Company Ltd. (CSPDCL) (herein after referred as the 'Supplier' in short) and Government of Telangana will procure the aforesaid power from CSPDCL, who had long term tie up of power from the upcoming Thermal Power Station of Chhattisgarh State Power Generation Company Ltd. (CSPGCL) at Marwa in district Janjgir-Champa of Chhattisgarh, for which CSPDCL has a long term Power Purchase Agreement with CSPGCL.
3. The Government of Telangana will procure the said power from CSPDCL through its nominated agencies, namely the Telangana Southern Power Distribution Company Limited (TSSPDCL) as lead procurer and Telangana Northern Power Distribution Company Limited (TSNPDC), (herein after referred as 'Procurers' in short).
4. Both the PARTIES agree that the delivery point for the said power will be the ex-bus gantry of the Marwa Thermal Power Station of CSPGCL.
5. The Tariff for supplying the aforesaid power from Marwa Thermal Power Station will be determined by the Appropriate State Electricity Regulatory Commission (SERC), in accordance with the provisions of the Electricity Act 2003.
6. The rate for supply of power to the Procurers will be the Tariff as determined by the appropriate SERC for Marwa Thermal Power Station. All other charges, namely transmission/wheeling charges, open access charges including trading margin etc., for transfer of power from ex-bus of Marwa Thermal Power Station upto delivery point located in Telangana shall be borne by the Southern Power Distribution Company of Telangana Limited and Northern Power Distribution Company of Telangana Limited.
7. This MoU will be followed by the execution of Power Purchase Agreement(s) between the Procurers and the Supplier, which shall contain the detailed commercial, technical and other terms and conditions for supply of the aforesaid power from State of Chhattisgarh to State of Telangana.

8. The Procurers will be responsible to apply for and seek necessary approvals including approval of PPA(s), from the State Electricity Regulatory Commission regarding the purchase of power by them.
9. Both the PARTIES will provide all necessary assistance to the Supplier and Procurers to obtain, as required, necessary licence, statutory clearances, permits, approvals, NoCs, etc. required to give effect to the provisions of this MoU.
10. The validity, construction and enforceability of this MoU shall be governed in all respects by the Laws of India. The Parties hereto agree that in respect of any dispute arising upon, over or in respect of any of the terms of this MoU, only the Courts in Raipur shall have jurisdiction to try and adjudicate such dispute to the exclusion of all other Courts.
11. All disputes arising under this MOU shall be settled mutually through amicable settlement. In the event of any dispute not settled amicably, shall be referred to Mediation which should be resolved within 30 days. If not, the said dispute may be referred to Arbitration as per Arbitration & Conciliation Act, 1996. The Party who is raising the dispute will provide a panel of three (3) persons (who do not suffer any disqualification under the Arbitration & Conciliation Act, 1996 to become an Arbitrator). The other Party / Parties shall, within a period of thirty (30) days of receipt of the names of the members of such panel, will select and communicate one of the names out of the said panel to act as the Sole Arbitrator. In case of failure of the other Party / Parties to select and communicate the name of the Sole Arbitrator within this time period, the Party raising the dispute shall have the right to nominate and appoint the Sole Arbitrator. The Award of the Arbitrator shall be final and binding on the Parties. The venue of the Arbitration shall be Raipur.
12. Any of the parties to the MOU as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this MOU to the extent that such performance is impeded by an event of Force Majeure.
13. It is agreed by the both the PARTIES that the nodal officer for the purpose of giving effect to the terms of this MoU shall be the following:

 . 

- a) **Managing Director,**
Chhattisgarh State Power Distribution Company Ltd.,
 3rd Floor, 'Vidyut Sewa Bhawan', Dangania, Raipur - 492013.
 Phone: 0771-2574200, Fax: 0771-4066566

- b) **Chairman & Managing Director,**
Southern Power Distribution Company of Telangana Limited,
 Corporate office, 6-1-50, Mint Compound, Hyderabad-500.063
 Phone: 040-23431018 :Fax: 040-23452590

- 14. This MOU is only an instrument of understanding between the Parties. Further modifications, if required, shall be as per mutual consent.
- 15. Through this MOU, all the Parties affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this MOU.
- 16. The Parties agree that the term of this MOU shall be for a period of six months from the date of its execution or till the execution of the Power Purchase Agreement, whichever is earlier, unless extended as per mutual agreement.

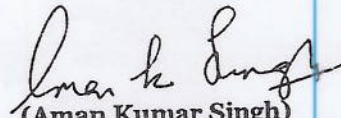
IN WITNESS whereof, the duly authorized representatives of the Parties have signed on the day and year first hereinbefore written.

For and on behalf of
 Govt. of Telangana

For and on behalf of
 Govt. of Chhattisgarh



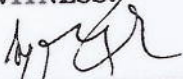
(Dr. S.K. Joshi)
 Principal Secretary (Energy)





(Aman Kumar Singh)
 Principal Secretary (Energy)

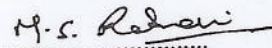
WITNESS:

WITNESS:


 1.
 Name: S. NARSING RAO
 Address: Ppt. Secy to CM


 1.
 Name: Subodh Kumar Singh
 Address: MD CSPDCL


 2.
 Name: B. ANANDA BABU
 Address: secretary Energy
 Govt of CG


 2.
 Name: M.S. Ratnam
 Address: OSD Energy
 CG CG.



Account Name : CENTRAL POWER DISTRIBUTION
 Address : 11-5-423/1/A, FIRST FLOOR, OFF 3371710, 3431, RED HILLS,
 HYDERABAD, HYDERABAD
 HYDERABAD
 ANDHRA PRADESH-500016
 IN
 Date : 7 Feb 2015
 Account Number : 00000052117470593
 Account Description : CA-GEN-PUB OTH-NONRURAL-INR
 Branch : GUNFOUNDRY
 Drawing Power : 0.00
 Interest Rate(% p.a.) : 19.0
 MOD Balance : 0.00
 CIF No. : 78278968690
 IFS Code : SBHY0020066
 MICR Code : 500004019
 Nomination Registered : No
 Balance as on 7 Feb 2015 : 37,38,198.25

Account Statement from 7 Feb 2015 to 7 Feb.2015

Txn Date	Value Date	Description	Ref No./Cheque No.	Branch Code	Debit	Credit	Balance
7 Feb 2015	7 Feb 2015	CAS PRES CHQ- ANB PTS TOURS AND TRAVELS IND- 982130	982130	20577	25,390.00		37,12,808.25
7 Feb 2015	7 Feb 2015	TO TRANSFER- RTGS SBHYR52015020 701036566 AWARE GLOBAL HOSPITALS-	TRANSFER TO 99827288889	20066	6,32,326.00		30,80,482.25
7 Feb 2015	7 Feb 2015	TO TRANSFER- GRPT SBH07021515936 42 I E POWER GEARS PVT LTD-	TRANSFER TO 2399467288884	20066	7,500.00		30,72,982.25
7 Feb 2015	7 Feb 2015	TO TRANSFER- by tra-	TRANSFER TO 52045247178	20066	9,00,000.00		21,72,982.25

STATE BANK OF HYDERABAD
GUNFOUNDRY BR
GUNFOUNDRY, ABIDS
HYDERABAD

TEL NO:23387339, 23387316
FAX NO:
SWIFT NO:SBHYINBBA005
PIN CODE:500 001

10-Feb-15

To

POWER GRID CORPORATION OF INDIA LTD
POWER GRID CORPORATION OF INDIA
LTD, B-9, QUTAB INSTITUTIONAL AREA
KATWARIA SARAI, NEW DELHI-110016.

DEAR SIR(S),

GUARANTEE NUMBER : 2006615BG0000011
DATE OF ISSUE : 10-Feb-15
GUARANTEE AMOUNT : INR 1,00,00,000.00
DATE OF EXPIRY : 09-Feb-16
DATE OF CLAIM : 09-Feb-16
APPLICANT NAME : SOUTHERN POWER DIS CO OF TELANGANA

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.

YOURS FAITHFULLY

AUTHORISED SIGNATORY:



The Beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch.

NNV Someswara Rao
SS No 7242

STATE BANK OF HYDERABAD
GUNFOUNDRY BR
GUNFOUNDRY, ABIDS
HYDERABAD

TEL NO:
FAX NO:
SWIFT NO:SBHYINBBA005
PIN CODE:500 001

POWER GRID CORPORATION OF INDIA LTD
POWER GRID CORPORATION OF INDIA
LTD, B-9, QUTAB INSTITUTIONAL AREA
KATWARIA SARAI, NEW DELHI-110016.

10-Feb-15

DEAR SIRs,

GUARANTEE NO :2006615BG0000011
AMOUNT OF GUARANTEE :INR1,00,00,000.00
GUARANTEE COVER FROM :10-Feb-15 TO 09-Feb-16
LAST DATE FOR LODGEMENT OF CLAIM :09-Feb-16

THIS DEED OF GUARANTEE IS EXECUTED BY THE STATE BANK OF HYDERABAD,
CONSTITUTED UNDER THE SUBSIDIARY BANK'S ACT 1959 HAVING THE CENTRAL OFFICE AT
GUNFOUNDRY, HYDERABAD AND AMOUNGST OTHER PLACES.
A BRANCH AT GUNFOUNDRY BR HEREIN AFTER REFERRED TO AS
'THE BANK'. IN FAVOUR OF POWER GRID CORPORATION OF INDIA LTD
(HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING
INR 1,00,00,000.00
Rupees one crore only

AT THE REQUEST OF SCUTHERN POWER DIS CO OF TELANGANA
AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 09-Feb-16
AND CANNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS
GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 09-Feb-16

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS
GUARANTEE IS RESTRICTED TO
INR 1,00,00,000.00
Rupees
one crore only

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 09-Feb-16 . UNLESS A DEMAND OR
CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE
09-Feb-16 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL
BE RELIEVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

AUTHORISED SIGNATORY
FOR STATE BANK OF HYDERABAD

Chief Manager
Int. Bkg. Div., Gunfoundry Branch.

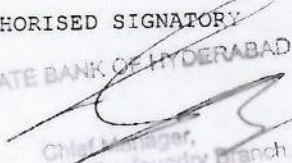
N N V Sureswara Rao
SS No 7242

AUTHORISED SIGNATORY
For STATE BANK OF HYDERABAD


Chief Manager
Int. Bkg. Div., Gunfoundry Branch.
K. HARI KUMAR
S.S. No: 9333

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS
GUARANTEE IS RESTRICTED TO
INR1,00,00,000.00
one crore only

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 09-Feb-16 . UNLESS A DEMAND OR
CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE
09-Feb-16 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL
BE RECEIVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

AUTHORISED SIGNATORY
For STATE BANK OF HYDERABAD

Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

N N V Someswara Rao
SS No 7242

AUTHORISED SIGNATORY
For STATE BANK OF HYDERABAD

Chief Manager,
Int. Bkg. Div., Gunfoundry Branch,
K. HARI KUMAR
S.S. No: 9333

(To be stamped as an agreement in accordance with the Stamp Act in force)

S.V.L.NO. 8/2010, R.L.NO.

MOAZAMIAH
HYDERABAD

LICENSE NO. 13/2007



12838

FEB 10 2015

14:17

R.0000100

PB5937

Stamp

State Bank of Hyderabad

NON-JUDICIAL
STAMP DUTY
ANDHRA PRADESH

BRANCH GUNFOUNDRY

No. BG/A 146545

POWER GRID CORPORATION OF INDIA LTD.

B 9, QUTAB INSTITUTIONAL AREA

KATWARIA SARAI, NEW DELHI-110016.

Dear Sirs,

Guarantee No.	2006615BG0000011
Amount of Guarantee Rs.	₹1,00,00,000.00
Guarantee cover from	10-02-15 to 09-02-16
Last date for lodgement of claim	09-02-16

This Deed of Guarantee executed by the State Bank of Hyderabad constituted under the State Bank of India (Subsidiary Banks) Act, 1959 having its Head Office at Gunfoundry, Hyderabad, and amongst other places, a Branch at GUNFOUNDRY

(hereinafter referred to as 'the Bank') in favour of POWER GRID CORPORATION OF INDIA LTD.

(hereinafter referred to as 'the Beneficiary') for an amount not exceeding Rs ₹1,00,00,000.00 (Rupees FORTY ONE CRORE ONLY)

at the request of SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.

(hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs ₹1,00,00,000.00 (Rupees RUPEES ONE CRORE ONLY) and

the Guarantee shall remain in full force upto 09-02-16 (Date of Expiry)

and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the 09-02-16 (Last date of claim)

SUBJECT TO AS AFORESAID

(Main Guarantee matter may be typed hereafter)

For STATE BANK OF HYDERABAD

For STATE BANK OF HYDERABAD

For STATE BANK OF HYDERABAD

Chief Manager,

Chief Manager,

N N V Someswar Reddy
SS No 7242

Accountant
(Countersigning Official)

Int. Bkg. Officer
(Authorized Official)

S.S. No: 9333

PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE
(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No. 2006615800000011

Date 10.02.2015

To
Power Grid Corporation of India Ltd.
B-9, Qutab Institutional Area,
Katwaria Sarai,
New Delhi - 110 016.

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd, (hereinafter referred to as the „POWERGRID“ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having applied for Long-term Access (LTA) with its Registered/Head office at 6-1-50, TSSPDCL, Corporate Office, Mint Compound, Hyderabad-63 (hereinafter referred to as the “LTA APPLICANT” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTA applicant that in case of failure /delay in abiding various terms and conditions required as per CERC, Regulations 2009 on the subject POWERGRID shall have the right to collect at the rate of Rs. 10,000/MW (Rupees Ten Thousand only/MW) for total scheduled injection by LTA Applicant.

AND WHEREAS as per the CERC, Regulations 2009 LTA applicant is required to furnish a Bank Guarantee for a sum of Rs.1,00,00,000 (Rupees One Crore) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 12(4) of the aforesaid Regulation.

We State Bank of Hyderabad, Gunfoundry Branch
(Name & Address of the Bank)

having its Head Office at Hyderabad (hereinafter referred to as the „Bank“, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTA APPLICANT to the extent of Rs. 1,00,00,000/- (Rupees One Crore) .as aforesaid at any time upto [one year validity] (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTA APPLICANT.

Any such demand made by the POWERGRID on the Bank shall be conclusive and binding not withstanding any difference between the POWERGRID and the LTA APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this guarantee.

NNV Someswara Rao
SS No 7242

STATE BANK OF HYDERABAD
Chief Manager,
Int. Bkg. Div., Gunfoundry Branch,

For STATE BANK OF HYDERABAD
K. HARI KUMAR
S.S. No. 0882
Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

2006615BA0000001
10-02-2015

The POWERGRID shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the LTA APPLICANT. The POWERGRID shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTA APPLICANT, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the POWERGRID and the LTA APPLICANT or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by the POWERGRID of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgences shown by the POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTA APPLICANT and not withstanding any security or other guarantee the POWERGRID may have in relation to the LTA APPLICANT's liabilities.


Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. 1,00,00,000/- (Rupees One Crore) and it shall remain in force upto 09.02.2016 and including [one year from BG date] and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Power Grid Corporation India Limited on whose behalf this guarantee has been given.

Dated this 10th day of February 2015 at Hyderabad

WITNESS For STATE BANK OF HYDERABAD

For STATE BANK OF HYDERABAD

.....
.....
.....
(Signature)  (Signature)


Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.
K. HARI KUMAR
S.S. No: 9333

N N V Someswara Rao
SS No 7242

.....
.....
(Name) (Name)

.....
.....
(Official Address) (Designation with Bank Stamp)

Attorney as per Power
of Attorney No.
Date

NOTES:

- 1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

STATE BANK OF HYDERABAD
GUNFOUNDRY BR
GUNFOUNDRY, ABIDS
HYDERABAD

TEL NO:23387339, 23387316
FAX NO:
SWIFT NO:SBHYINBBA005
PIN CODE:500 001

11-Feb-15

To

POWER GRID CORPORATION OF INDIA LTD
POWER GRID CORPORATION OF INDIA
LTD, B-9, QUTAB INSTITUTIONAL AREA
KATWARIA SARAI, NEW DELHI-110016.

DEAR SIR(S),

GUARANTEE NUMBER : 2C06615BG0000012
DATE OF ISSUE : 11-Feb-15
GUARANTEE AMOUNT : INR 1,00,00,000.00
DATE OF EXPIRY : 10-Feb-16
DATE OF CLAIM : 10-Feb-16
APPLICANT NAME : SOUTHERN POWER DIS CO OF TELANGANA

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.

YOURS FAITHFULLY

AUTHORISED SIGNATORY



The Beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch.

NNV Someswara Reddy
SS No 7242

STATE BANK OF HYDERABAD
GUNFOUNDRY BR
GUNFOUNDRY, ABIDS
HYDERABAD

TEL NO:
FAX NO:
SWIFT NO:SBHYINBBA005
PIN CODE:500 001

POWER GRID CORPORATION OF INDIA LTD
POWER GRID CORPORATION OF INDIA
LTD, B-9, QUTAB INSTITUTIONAL AREA
KATWARIA SARAI, NEW DELHI-110016.

11-Feb-15

DEAR SIRS,

GUARANTEE NO :2006615BG0000012
AMOUNT OF GUARANTEE :INR1,00,00,000.00
GUARANTEE COVER FROM :11-Feb-15 TO 10-Feb-16
LAST DATE FOR LODGEMENT OF CLAIM :10-Feb-16

THIS DEED OF GUARANTEE IS EXECUTED BY THE STATE BANK OF HYDERABAD,
CONSTITUTED UNDER THE SUBSIDIARY BANK'S ACT 1959 HAVING THE CENTRAL OFFICE AT
GUNFOUNDRY, HYDERABAD AND AMOUNGST OTHER PLACES.
A BRANCH AT GUNFOUNDRY BR HEREIN AFTER REFERRED TO AS
'THE BANK'). IN FAVOUR OF POWER GRID CORPORATION OF INDIA LTD
(HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING
INR 1,00,00,000.00
Rupees one crore only

AT THE REQUEST OF SOUTHERN POWER DIS CO OF TELANGANA
AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 10-Feb-16
AND CANNNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS
GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 10-Feb-16

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS
GUARANTEE IS RESTRICTED TO
INR 1,00,00,000.00
Rupees
one crore only

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 10-Feb-16 . UNLESS A DEMAND OR
CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE
10-Feb-16 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL
BE RELIEVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

AUTHORISED SIGNATORY

For STATE BANK OF HYDERABAD

Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

NNV Someswara Rao
SS No 7242

AUTHORISED SIGNATORY

For STATE BANK OF HYDERABAD

Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

P. ISHAQ
SS No 7250

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS
GUARANTEE IS RESTRICTED TO
INR1,00,00,000.00
one crore only

OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 10-Feb-16 . UNLESS A DEMAND OR
CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE
10-Feb-16 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL
BE RECEIVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

AUTHORISED SIGNATORY

For STATE BANK OF HYDERABAD

Chief Manager,
Int. Bkg. Div., Gunfoundry Branch

NNV Someswara Rao
SS No 7242

AUTHORISED SIGNATORY

For STATE BANK OF HYDERABAD

Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

P. ISHAQ
(SS No 7242)

To be stamped as an agreement in accordance with the Stamp Act in force)

S.V.L.NO. 8/2010, R.L.NO. 162364 FEB 11 2015
MOAZAMUDDIN NAHYDERABAD
LICENSE NO. 13/2017
R.0000100 PBS937
Stamp
ANDHRA PRADESH

State Bank of Hyderabad

BRANCH **GUNFOUNDRY**

No. BG/A **146546**

POWER GRID CORPORATION OF INDIA LTD.

B-9, QUTAB INSTITUTIONAL AREA

KATWARIA SARAI, NEW DELHI-110016.

Dear Sirs,

Guarantee No.	2006615BG0000012
Amount of Guarantee Rs.	₹1,00,00,000.00
Guarantee cover from	11-02-15 to 10-02-16
Last date for lodgement of claim	10-02-16

This Deed of Guarantee executed by the State Bank of Hyderabad constituted under the State Bank of India (Subsidiary Banks) Act, 1959 having its Head Office at Gunfoundry, Hyderabad, and amongst other places, a Branch at GUNFOUNDRY

(hereinafter referred to as 'the Bank') in favour of POWER GRID CORPORATION OF INDIA LTD.

(hereinafter referred to as 'the Beneficiary') for an amount not exceeding Rs ₹1,00,00,000.00 (Rupees FORTY ONE CRORE ONLY)

at the request of SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD. (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs ₹1,00,00,000.00 (Rupees RUPEES ONE CRORE ONLY) and

the Guarantee shall remain in full force upto 10-02-16 (Date of Expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the 10-02-16 (Last date of claim)

SUBJECT TO AS AFORESAID
(Main Guarantee matter may be typed hereafter)

For **STATE BANK OF HYDERABAD**
For STATE BANK OF HYDERABAD

For STATE BANK OF HYDERABAD

Chief Manager
Int. Pkg. Div. / Gunfoundry Branch
N.V. Somaswara Rao
S.S. No 7242

Accountant
(Countersigning Official)

Chief Manager
Manager
(Authorized Official)

P. ISHAQ
S.S. No 7242

PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE
(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No. 300661580000002

Date 11.08.2015

To
Power Grid Corporation of India Ltd.
B-9, Qutab Institutional Area,
Katwaria Sarai,
New Delhi – 110 016.

Dear Sirs,

In consideration of the Power Grid Corporation of India Ltd, (hereinafter referred to as the „POWERGRID“ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having applied for Long-term Access (LTA) with its Registered/Head office at 6-1-50, TSSPDCL, Corporate Office, Mint Compound, Hyderabad-63 (hereinafter referred to as the “LTA APPLICANT” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)

WHEREAS it has been agreed by the LTA applicant that in case of failure /delay in abiding various terms and conditions required as per CERC, Regulations 2009 on the subject POWERGRID shall have the right to collect at the rate of Rs. 10,000/MW (Rupees Ten Thousand only/MW) for total scheduled injection by LTA Applicant.

AND WHEREAS as per the CERC, Regulations 2009 LTA applicant is required to furnish a Bank Guarantee for a sum of Rs.1,00,00,000 (Rupees One Crore) as a security for fulfilling its commitments to POWERGRID as stipulated under Clause 12(4) of the aforesaid Regulation.

We State Bank of Hyderabad, Gunfoundry Branch
(Name & Address of the Bank)

having its Head Office at Hyderabad (hereinafter referred to as the „Bank“, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the POWERGRID on demand any and all monies payable by the LTA APPLICANT to the extent of Rs. 1,00,00,000/- (Rupees One Crore) as aforesaid at any time upto [one year validity] (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the LTA APPLICANT.

Any such demand made by the POWERGRID on the Bank shall be conclusive and binding not withstanding any difference between the POWERGRID and the LTA APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the POWERGRID and further agrees that the guarantee herein contained shall continue to be enforceable till the POWERGRID discharges this guarantee.

For STATE BANK OF HYDERABAD
N N V Someswara Rao
In-SS No. 7242
Manager,
Int. Bkg. Div., Gunfoundry Branch.

For STATE BANK OF HYDERABAD
P. ISHAQ
Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

2006615BQ0000012
11-02-2015

The POWERGRID shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the LTA APPLICANT. The POWERGRID shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the LTA APPLICANT, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the POWERGRID and the LTA APPLICANT or any other course or remedy or security available to the POWERGRID. The Bank shall not be released of its obligations under these presents by any exercise by the POWERGRID of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the POWERGRID or any other indulgences shown by the POWERGRID or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

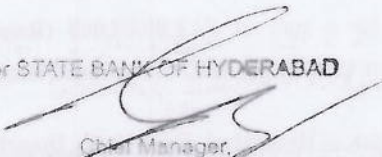
The Bank also agrees that the POWERGRID at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the LTA APPLICANT and notwithstanding any security or other guarantee the POWERGRID may have in relation to the LTA APPLICANT's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. 1,00,00,000/- (Rupees One Crore) and it shall remain in force upto 10.02.2016 and including [one year from BG date] and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Power Grid Corporation India Limited on whose behalf this guarantee has been given.

Dated this 11th day of February 2015 at Hyderabad

WITNESS

.....
.....
(Signature) (Signature)

For STATE BANK OF HYDERABAD

Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

.....
.....
(Name) (Name)

N N V Someswara Rao
SS No 7242
For STATE BANK OF HYDERABAD

.....
.....
(Official Address) (Designation with Bank Stamp)


Chief Manager,
Int. Bkg. Div., Gunfoundry Branch.

F. ISHAG
SS No 7239

Attorney as per Power
of Attorney No.
Date

NOTES:

- 1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.



తెలంగాణ తలంగానా TELANGANA
S.L. No. 775 Date 11/2/15-2015
Send To K Saibaba R/o 10/10/1
S. Sahyam 2015
For Whom

P. Rajesh
UATA 698820
P. RAJESH
LICENCED STAMP VENDOR
L.No. 16-07-023 of 2014
6-9-18/7, Green Gates,
Opp. Sect. Saifabad, Hyd
Cell : 9160157622

FORMAT-LTA-1

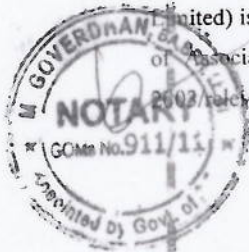
AFFIDAVIT

In the matter of filing application to Power Grid Corporation of India Limited, for grant of Long-term Access under CERC Regulations 2009.

I, K.Saibaba, S/o Shri K. Swamy working as Chief General Manager(CGM/Comml&RA) in TSSPDCL(Telangana State Southern Power Distribution Corporation Limited)having its registered office at TSSPDCL, Corporate Office, 6-1-50, Mint Compound, Hyderabad-63 do solemnly affirm and say as follows:


I am the CGM(Comml& RA) of TSSPDCL(Telangana State Southern Power Distribution Corporation Limited, the representative in the above matter and am duly authorized to file the above application and to make this affidavit.

I submit that M/s TSSPDCL(Telangana State Southern Power Distribution Corporation Limited) is a registered Public Company Ltd Registered under Companies Act. Under the Article of Association of the Company and in accordance with the provisions of Electricity Act, 2003/relevant Regulation(s) of CERC, the company can file the enclosed application.



11-1 FEB 2015

I submit that all the details given in the enclosed application for grant of Connectivity Long Term Access along with necessary documents are true and correct and nothing material has been concealed thereof.



(Signature)
K. Saibaba.

Chief General Manager (Commercial)
TSSPDCL, Corporate Office,
6-1-50, Mint Compound, Hyderabad-53.

(To be duly attested by Notary)

DEPONENT



ATTESTED

M. GOVERDHAN
BA, BPP, CLM
ADVOCATE/NOTARY
GOMs No. 911/11
H No. 6-4-353/4, Praga Tools
Choiakpur, Hyderabad-500 080.

10 FEB 2015



SOUTHERN POWER DISTRIBUTION COMPANY OF T.S. LIMITED

From
Chief General Manager,
(Commercial, IPC & RAC)
TSSPDCL,
Mint Compound,
Hyderabad; Telangana State

To
Director (Projects)
Power Grid Corporation of India Ltd
Plot No: 2 ; Sector - 29
Gurgaon -122002
Haryana State

Lr.No:CGM/Comm1/SE/IPC/F. Chhattisgarh/ D.No.3767/15; Dt: 05.2.2015.

Sub: MoU entered between the states of Chhattisgarh and Telangan for Procurement of 2000 MW power by the DISCOMs of Telangana, from the DISCOM of the Chhattisgarh state, on long term basis for a period of 25 years-Request for approval of Transmission Corridor (LTA) on priority-Reg.

Ref: MoU, dated: 03-11-2014, entered by Governments of Telangana & Chhattisgarh.

As per the AP Reorganisation Act, 2014, issued by Govt of India, the State of Telangana is formed on 02.06.2014. Soon after the formation of the state, the Govt of Telangana initiated the steps to mitigate the demand - supply gap in power sector in the newly formed state and as part of this has entered into a Memorandum of Understanding (MoU) with its neighbouring state Chhattisgarh on 03-11-2014, to supply 1000 MW out of 2000 MWs of power from the Thermal Power Station under Chhattisgarh State Power Generation Corporation Limited (CSPGCL), located in Marwa in Janjgir-Champa District. To this effect, a 'draft PPA' is prepared, with the DISCOMs of Telangana being the 'Procurers' & the DISCOM of Chhattisgarh (CSPDCL) being the 'Supplier', with the 'Injection Point' being the 'Ex-Bus Gantry of the Marwa Power Station. The 'draft PPA' is sent to CSPDCL. It is to inform that CSPDCL is having a back-to-back PPA with CSPGCL. Further, in principle the Government of Chhattisgarh have accepted to supply another 1000 MW and the MoU/PPA will be signed very shortly.

In view of the circumstances explained above and in view of the power requirements of the newly formed state of Telangana, it is requested to consider this letter as application for the Connectivity & Long Term Access (LTA), for evacuation of 1000 MW power from the Marwa Thermal Power Station (Marwa TPS) and another 1000 MW power from the Generating Stations as decided by Government of Chhattisgarh i.e., total 2000 MW to the DISCOMs of Telangana state based on the MOU (copy enclosed).

The required application, with the available details filled in, is enclosed.
The balance details and other relevant documents, along with the signed PPA
will be sent separately.

Encl: Copy of MoU

Your faithfully,

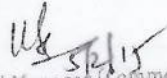


Chief General Manager/Comml, IPC & RAC

APPLICATION FOR GRANT OF LONG TERM ACCESS (LTA)

1	Name the Applicant	:	Chief General Manager (Comml & RAC)/TSSPDCL
2	Address for Correspondence	:	#6-1-50, Ground Floor, TSSPDCL, Corporate Office, Mint Compound, Hyderabad ✓
3	Contact Details		
	Prime Contact Person	:	K.Saibaba
	Designation	:	CGM (Comml & RAC)
	Phone No. (Landline)	:	040-23431453
	Phone No. (Mobile)	:	09440816220
	Fax	:	040-23431395
	E-Mail	:	cgmcomml@tssouthernpower.com
	Alternate Contact Person	:	Manohar Raju
	Designation	:	SE/IPC-2
	Phone No. (Landline)	:	040-23431451
	Phone No. (Mobile)	:	08985016998
	Fax	:	040-23431452
	E-Mail	:	seipc@tssouthernpower.co
4	Nature of the Applicant	:	Distribution Licensee
5	Details for Long Term Access (LTA)		
5a	Quantum (MW) for which LTA required	:	2000 MW
5b	Date from which LTA required (not earlier than 3 years from the last day of the month in which application has been received)	:	Immediately
5c	Date upto which LTA required (12 years to 25 years from the date from which LTA is required)	:	25 years
5d	Injection of Power (more than one only in case of single drawal)		
	Entity-1	:	Chhattisgarh State Transmission Company Limited
	State/Region	:	Chhattisgarh
	Quantum-1	:	1000 MW
	Connectivity with the Grid	:	Marwa Thermal Power Plant (400 KV SS)(CSPGCL)
	Quantum-2	:	1000 MW
	Connectivity with the Grid	:	As decided by the CSPGCL

5e	Drawal of Power (more than one only in case of single Injection)	
	Entity-1 :	Telangana State DISCOMs 1. Southern Power Distribution Company of Telangana Limited (TSSPDCL) 2. Northern Power Distribution Company of Telangana Limited (TSNPDCL)
	State/Region :	Telangana
	Quantum-1 :	2000 MW
	Connectivity with the Grid :	Power Grid Network Dichpally, Nizamabad (765/400 KV SS)
6	Details of DD/Cheque e-transaction (Application Fee)	Will be submitted later
	Amount (in Rs.) :	--
	DD/Cheque transaction No. :	--
	Date :	--
	Bank Name :	--
	Branch Name :	--
7	Details of Bank Guarantee	Will be submitted later
	Amount (in Rs.) :	--
	Bank Name :	--
	Period of Validity :	--


 Chief General Manager (Commercial)
 TSSPDCL, Corporate Office,
 6-1-50, Mint Compound, Hyderabad-63.

MEMORANDUM OF UNDERSTANDING

BETWEEN

GOVERNMENT OF CHHATTISGARH

AND

GOVERNMENT OF TELANGANA

FOR

SUPPLY OF POWER

3rd November, 2014

RAIPUR, CHHATTISGARH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made on the 3rd day of November, 2014 at Raipur.

BETWEEN

Government of Chhattisgarh (hereinafter referred to as "GoCG"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors, authorised representatives and permitted assignee of the **FIRST PART**;

AND

Government of Telangana (hereinafter referred to as "GoTS"), which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors, authorised representatives and permitted assignee of the **OTHER PART**;

The "GoCG" and "GoTS" shall, in this MOU be individually referred to as "**PARTY**" and collectively as "**PARTIES**".

WHEREAS:

- A. The Government of Telangana has expressed its interest to procure power from Government of Chhattisgarh on a long term basis to meet its internal demand of power, assessed at 1,000 MW.
- B. The Government of Chhattisgarh is desirous of meeting the aforesaid requirement of power of the State of Telangana by supplying surplus power from its source on long term basis.

Now therefore, in consideration of the foregoing, the Government of Chhattisgarh and Government of Telangana have come together to record their intentions through this memorandum of understanding (MoU) as follows:

1. The Government of Chhattisgarh will supply and Government of Telangana will procure 1,000 MW power, on long term basis.


gr

h

2. The Government of Chhattisgarh will supply the aforesaid power through Chhattisgarh State Power Distribution Company Ltd. (CSPDCL) (herein after referred as the 'Supplier' in short) and Government of Telangana will procure the aforesaid power from CSPDCL, who had long term tie up of power from the upcoming Thermal Power Station of Chhattisgarh State Power Generation Company Ltd. (CSPGCL) at Marwa in district Janjgir-Champa of Chhattisgarh, for which CSPDCL has a long term Power Purchase Agreement with CSPGCL.
3. The Government of Telangana will procure the said power from CSPDCL through its nominated agencies, namely the Telangana Southern Power Distribution Company Limited (TSSPDCL) as lead procurer and Telangana Northern Power Distribution Company Limited (TSNPDCL), (herein after referred as 'Procurers' in short).
4. Both the PARTIES agree that the delivery point for the said power will be the ex-bus gantry of the Marwa Thermal Power Station of CSPGCL.
5. The Tariff for supplying the aforesaid power from Marwa Thermal Power Station will be determined by the Appropriate State Electricity Regulatory Commission (SERC), in accordance with the provisions of the Electricity Act 2003.
6. The rate for supply of power to the Procurers will be the Tariff as determined by the appropriate SERC for Marwa Thermal Power Station. All other charges, namely transmission/wheeling charges, open access charges including trading margin etc., for transfer of power from ex-bus of Marwa Thermal Power Station upto delivery point located in Telangana shall be borne by the Southern Power Distribution Company of Telangana Limited and Northern Power Distribution Company of Telangana Limited.
7. This MoU will be followed by the execution of Power Purchase Agreement(s) between the Procurers and the Supplier, which shall contain the detailed commercial, technical and other terms and conditions for supply of the aforesaid power from State of Chhattisgarh to State of Telangana.



8. The Procurers will be responsible to apply for and seek necessary approvals including approval of PPA(s), from the State Electricity Regulatory Commission regarding the purchase of power by them.
9. Both the PARTIES will provide all necessary assistance to the Supplier and Procurers to obtain, as required, necessary licence, statutory clearances, permits, approvals, NoCs, etc. required to give effect to the provisions of this MoU.
10. The validity, construction and enforceability of this MoU shall be governed in all respects by the Laws of India. The Parties hereto agree that in respect of any dispute arising upon, over or in respect of any of the terms of this MoU, only the Courts in Raipur shall have jurisdiction to try and adjudicate such dispute to the exclusion of all other Courts.
11. All disputes arising under this MOU shall be settled mutually through amicable settlement. In the event of any dispute not settled amicably, shall be referred to Mediation which should be resolved within 30 days. If not, the said dispute may be referred to Arbitration as per Arbitration & Conciliation Act, 1996. The Party who is raising the dispute will provide a panel of three (3) persons (who do not suffer any disqualification under the Arbitration & Conciliation Act, 1996 to become an Arbitrator). The other Party / Parties shall, within a period of thirty (30) days of receipt of the names of the members of such panel, will select and communicate one of the names out of the said panel to act as the Sole Arbitrator. In case of failure of the other Party / Parties to select and communicate the name of the Sole Arbitrator within this time period, the Party raising the dispute shall have the right to nominate and appoint the Sole Arbitrator. The Award of the Arbitrator shall be final and binding on the Parties. The venue of the Arbitration shall be Raipur.
12. Any of the parties to the MOU as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this MOU to the extent that such performance is impeded by an event of Force Majeure.
13. It is agreed by the both the PARTIES that the nodal officer for the purpose of giving effect to the terms of this MoU shall be the following:

a) **Managing Director,**
Chhattisgarh State Power Distribution Company Ltd.,
3rd Floor, 'Vidyut Sewa Bhawan', Dangania, Raipur - 492013.
Phone: 0771-2574200, Fax:0771-4066566

b) **Chairman & Managing Director,**
Southern Power Distribution Company of Telangana Limited,
Corporate office, 6-1-50, Mint Compound, Hyderabad-500.063
Phone: 040- 23431018 :Fax: 040-23452590

14. This MOU is only an instrument of understanding between the Parties. Further modifications, if required, shall be as per mutual consent.
15. Through this MOU, all the Parties affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this MOU.
16. The Parties agree that the term of this MOU shall be for a period of six months from the date of its execution or till the execution of the Power Purchase Agreement, whichever is earlier, unless extended as per mutual agreement.

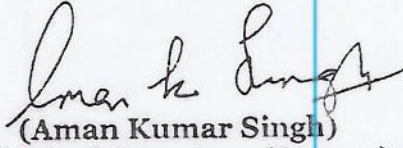
IN WITNESS whereof, the duly authorized representatives of the Parties have signed on the day and year first hereinbefore written.

For and on behalf of
Govt. of Telangana

For and on behalf of
Govt. of Chhattisgarh

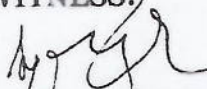



(Dr. S.K. Joshi)
Principal Secretary (Energy)




(Aman Kumar Singh)
Principal Secretary (Energy)


WITNESS:

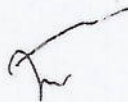

1.
Name: S. NARSING RAO
Address: P.P. Secy to CM


2.
Name: B. ANANDA BABU
Address: Secretary Energy
Govt. of CG

WITNESS:


1.
Name: Subodh Kumar Singh
Address: MD CSPDCL


2.
Name: M.S. Ratnam
Address: OSD Energy
CG CG.



1. The first part of the document is a letter from the Secretary of the Department of the Interior to the Secretary of the Department of the Army, dated August 1, 1950. The letter discusses the proposed construction of a dam on the Colorado River in the State of Arizona.

2. The second part of the document is a letter from the Secretary of the Department of the Army to the Secretary of the Department of the Interior, dated August 1, 1950. The letter discusses the proposed construction of a dam on the Colorado River in the State of Arizona.

3. The third part of the document is a letter from the Secretary of the Department of the Interior to the Secretary of the Department of the Army, dated August 1, 1950. The letter discusses the proposed construction of a dam on the Colorado River in the State of Arizona.

4. The fourth part of the document is a letter from the Secretary of the Department of the Army to the Secretary of the Department of the Interior, dated August 1, 1950. The letter discusses the proposed construction of a dam on the Colorado River in the State of Arizona.

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