Gurnek Singh Bran

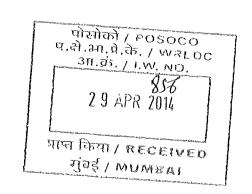
1, Ranjit Bagh, Opposite Modi Mandir, Patiala 147001

To CPIO WRLDC Munbai

No GSB RTI WRLDC

21-4-2014

Sub Application under RTI Act 2005



It is requested that the following information may please be supplied under RTI Act.

Description

A news item appeared in website of Energyline India dt 20 April 2014 (copy encl).

Reference has been made to correspondence between Tata Power Mundra and RLDCs regarding non payment of dues by procurers and scheduling/curtailment of supply to defaulters.

INFORMATION REQUESTED TO BE SUPPLIED

- 1 PI supply copy of all letters by Tata Power or CGPL Mundra addressed to WRLDC on the subject as stated in encl news item (non payment of dues by procurers and related matters including scheduling or curtailment of supply or PPA).
- 2 Pl supply copy of reply by WRLDC to Tata Power or CGPL Mundra in response to (1) above.

RTI fee of Rs 10 is enclosed.

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Mundra UMPP runs into trouble with offtaker-I: Tata Power says RLDCs and SLDCs unable to help out

April 20: Unable to recover its dues for sale of power from its Mundra Ultra Mega Power Project (UMPP), Tata Power had relied on the Regional Load Despatch Centres (RLDCs) or State Load Despatch Centres (SLDCs) to regulate supply to the defaulting utility but to no avail.

- → Not getting any relief from the load despatch centres, Tata Power has written to the Power Ministry seeking its intervention informing that the under the existing provisions of the Power Purchase Agreement (PPA) the RLDC/ SLDC are unable to help out.
- ▶ Explaining this, the company has noted that the RLDCs/ SLDCs are not willing to enforce PPA without having a written agreement of the defaulting party as well.
- → Under this circumstances, the entire PPA is feared to be infructuous by making operations of project owners unsustainable as they are forced to supply power to defaulting procurers, Tata Power has added.
- ▶It further noted that under the current provision the procurers continue to default despite issue of termination notices as RLDCs/ SLDCs continue to schedule power to the defaulting procurers corresponding to their percentage share.
- ▶Accordingly, Tata Power has requested the Ministry or the Central Electricity Regulatory Commission (CERC) to come up with a provision where in the RLDCs/ SLDCs are obligated to enforce the provisions of CERC/ SERC approved PPA in relation to termination of power supply to defaulting party by taking suitable indemnity of entire risk of malafide termination of seller.

(Click on 'Details' for more information) Details

Mundra UMPP runs into trouble with offtaker-II: RLDCs/SLDCs claim PPA clause allows termination when both parties agree there is default in offtake, says Tata Power

April 20: Noting that the RLDCs/ SLDCs continue to schedule power even after default in payment by the procurers, Tata Power has stated that RLDCs/ SLDCs await beneficiary's agreement for diverting power or terminating supply.

- ▶ Tata Power has contended that the entire PPA is infructuous as the RLDCs/ SLDCs are of the opinion that PPA clause allows termination only when both parties have agreed to default.
- → The company has further added that by not terminating the contract, RLDCs/ SLDCs frustrate the PPA as the CERC and SERC have approved the PPAs for implementation.
- → Hinting that such provisions put a question mark on the sanctity of the PPA provisions, Tata Power has requested that there should be some process to advice the system operators to act immediately.
- ▶ Further, the company has demanded that in event of default by the procurers and after exhausting the process of multi stage notices, the RLDCs/ SLDCs should stop scheduling power to such defaulting procurers.

(Click on 'Details' for more information) Details

Mundra UMPP runs into trouble with offtaker-III: Details of the PPA provision

April 20: Tata Power has claimed that the provisions of the PPA signed for the Mundra UMPP are likely to make the entire PPA infructuous. The details of the PPA provisions, as informed by Tata Power to the Power Ministry, are as follows:

- >> Under article i of Clause 14.2 of the PPA, if procurer fails to pay an amount exceeding 15% of the undisputed part of the most recent monthly/ supplementary bill for a period of 90 days after the due date and the seller is unable to recover the amount outstanding through collateral agreement and letter of credit, it would be considered as procurer event of default.
- ▶ Under article ii of Clause 14.2 of the PPA, if the defaulting procurer repudiates this agreement and does not rectify such breach with a period of 30 days from a notice from the seller, it would also be considered as procurer event of default.
- ▶ As per Clause 14.3 of the PPA, subsequent to the default by the procurer, there is long consultation period of 90 days and PPA can only be terminated unless both parties have agreed to default and same cannot be remedied.
- ▶ Additionally, under clause 4.4 of the PPA (Right to Contracted Capacity and Scheduled Energy) gives exclusive right to the procurer to purchase entire allocated capacity from

the seller.

(Click on 'Details' for more information) Details

Mundra UMPP runs into trouble with offtaker-IV: PPA doesn't spell out obligations of RLDCs/SLDCs to enforce termination of supply/contract

April 20: Refuting Tata Power's claim that the RLDCs/ SLDCs are unable to regulate the power supply, the National Load Despatch Centre (NLDC) has stated that the Power Purchase Agreement (PPA) does not oblige the load despatch centres to either regulate supply or terminate contract.

→ Contending that Tata Power's argument is not based on facts, the NLDC has noted that the RLDCs have facilitated the generators as well as the transmission licensees to regulate power supply to the defaulting entities in terms of the CERC (Regulation of power supply) Regulation, 2010.

This CERC regulation has been evolved as a mechanism for dealing with entities who default in payment, the NLDC has added.

Notably, the provisions of the aforementioned CERC Regulation are to be exercised by generating utilities or transmission licensees in cases where there is an agreement between the beneficiaries and utility to regulate power supply in case of non-payment of outstanding dues or non maintenance of letter of credit.

▶ Accordingly, the NLDC has advised Tata Power to explore the possibility of regulating the power supply to defaulting entities.

(Click on 'Details' for more information) Details

Mundra UMPP runs into trouble with offtaker-V: Inability to terminate PPA on default by offtaker is a major lacuna in PPAs of UMPPs

April 20: Subsequent to inability of Tata power to terminate the PPA despite clear default by the oftaker, the power ministry had ordered an investigation of the termination provision of the Mundra PPA and of the Model PPA for Ultra Mega Power Projects by the CEA.

→ The CEA said that both the PPAs have the same provisions except for allowing 105 days instead of 97 days before the issue of the final termination notice after the occurrence of default in the Model PPA as against the Mundra PPA.

▶It is now apparent that termination of PPA is a tedious and long drawn out affair that goes against the interest of power producers and works in favor of procurer.

▶ The website carries here, a comparison of PPA of the Mundra UMPP with those of the Model PPA for UMPPs:

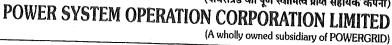
--In case of a default by the procurer in making payments as stipulated under the agreements, the PPA for power supply from Mundra UMPP the Seller has the right to deliver to all procurers a Seller Preliminary Default Notice, following which a consultation period of 90 days applies. After seven days of expiry of the consultation period, the seller shall be free to sell the available capacity to a third party.

--Similarly, according to the provisions of the new bidding documents, in case of default, the seller should issue a termination notice to the procurer after given a fifteen day notice period to the procurer to make a representation. This, however, is to be exercised after the seller has exhausted the possibility of recovery by sale of dedicated capacity to third party.

(Click on `Details` for more information) Details

पावर सिस्टम ऑपरेशन कारपोरेशन

(पावरित्रड की पूर्ण स्वामित्व प्राप्त सहायक कंपनी)





पश्चिम क्षेत्रीय भार प्रेषण केन्द्र

एफ-३, सेन्ट्रल रोड, एम्.आई.डी.सी. एरिया, मरोल, अन्धेरी (पूर्व), मुंबई-400 093. दूरभाष (O) : 022-28202690, 28203885, 28397634 • ई-मेल : wrldc@bol.net.in • फैक्स : 022 28235434, 28202630

WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, MIDC Area, Marol, Andheri (East), Mumbai - 400 093.

Phone (O): 022-28202690, 28203885, 28397634 • E-mail: wrldc@bol.net.in • Fax: 022 - 28235434, 28202630

संद**र्भ संख्या / Ref. No.**

Ref: WRLDC/SO-I/RTI/309/14/ 7/19

Date: 28.05.2014

TO

Gurnek Singh Brar, 1,Ranjit Bagh,Opposite Modi Mandir Patiala, 147001

Subject: Information sought under RTI Act, 2005.

Dear Sir,

This is in reference to your letter dated 21st April, 2014 received in this office on 29th April,2014 regarding the information pertaining to correspondence between Tata Power Mundra and RLDCs regarding non- payment of dues by procurers and scheduling/curtailment of supply to defaulters. The point-wise reply of your query as provided by concerned department is as mentioned below:

क्रम संख्या GSB/RTI/WRLDC dtd.21/04/2014(Received on 29.04.2014)	आवेदन में मांगी गई जानकारी It is requested that the following information may please be supplied under RTI act/ Description A news item appeared in website of Energyline India dt. 20th April, 2014. Reference has been made to correspondence between Tata Power Mundra and RLDCs regarding non-payment of dues by procurers and scheduling/outteilment.	संबन्धित जवाब
1.	and scheduling/curtailment of supply to defaulters/ Please supply copy of all letters by Tata Power or CGPL Mundra addressed to WRLDC on the subject as stated in the enclosed news item(non-payment of dues by procurers and related matters including scheduling or curtailment of supply or PPA)	Message is enclosed

क्रम संख्या	आवेदन में मांगी गई जानकारी	संबन्धित जवाब
2.	Please supply copy of reply by WRLDC to Tata Power or CGPL Mundra in response to (1) above.	Message is enclosed

Thanking you.

(V K Shrivastava AGM & CPIO,

CC: GM & AA, WRLDC, Mumbai: - for kind information please.

Western Regional Load Depatch Centre POWER SYSTEM OPERATION CORPORATION LTD (A wholly owned subsidiary company of POWERGRID)

From: DGM(MO-II)

To: CM(SO-I)

,WRLDC ,Mumbai

WRLDC, Mumbai,

CC: AA & GM, WRLDC

Ref: WRLDC/MO-I/RTI/2014

Sub: Information sought under RTI Act 2005 on CGPL, Mundra

Date: 28th May' 2014

With reference to the IOMs dated 5th May, 2014, on the subject mentioned above, the information sought under RTI is as follows.

Point wise reply to the RTI query on CGPL Mundra is as follows:

- 1. Pl. supply copy of all letters by Tata Power or CGPL Mundra Addressed to WRLDC on the subject as stated in the enclosed news item(non payment of dues by procurers and related matters including scheduling or curtailment of supply or PPA)
- 2. Pl. supply copy of reply by WRLDC to CGPL in response to (1) above

The following correspondence exchanged between CGPL, WRLDC, JVVNL are enclosed.

- i. Letter received from CGPL dated 3rd Jan 2013 (Annex-I)
- ii. Letter received from Jaipur Vidyut Vitran Nigam Ltd. dt. 4th Jan'2013 (Annex-2)
- iii. Fax message received from JVVNL dt 4th Jan'2013.(Annex-3)
- iv. Fax message from NRLDC dt. 4th Jan'2013,intimating Rajasthan DISCOMs on CGPL's letter (Annex-4)
- v. Letter from WRLDC dt 4th Jan'2013 (Annex-6)

(Abhimanyu Gartia) 28/5/2014



Krishna Kumar Shanne Chief Executive Officer

CGPL/UNIPP/GEOANRLDC/3337

January 3, 2013

The General Managar Western Regional Lead Docpatch Centre F-3, MIDC Ares, Andheri (E), Warel Membel-diffes

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This has reference to the ebove mentioned Termination Letter (Copy Enclosed) issued to Relastican Discours (Almer Vidyut Vitran Nigam Limited, Jaipur Vidyut Vitran Nigam Limited and Jodhpur Vidyut Vitran Nigam Limited) as per the provision of the PPA detect 22th April 2007.

With the above Termination Letter, the PPA between Coastel Gujarat Power Limited ("CGPL") and Rajasihan Discome blands terminated and erstwhile share of Rejasihan Discome would not be scheduled to them from 00:00 Hours of 5th January, 2013.

The balance quantum i.e. 90% shall be acheduled to other producers so was done earlier. Further, CGPL intends to sell this balance power (10% of the contracted capacity) in Power Exchange(c). Request that the same may kindly be facilitated.

Thanking you,

Youre Ciricarely, For Coastal Gujerak Payver Llmitod

Kochne Kunar Starmu Executive Director & CEO

End.: As above

General Manager (NRLDC)
 15-A, Shahaed Jeel Singh Sansanyal Marg, Katwaria Sarat
 New Dehi – 110 016, Fax: 811 – 28682747

General Meneger (NLDO) 6-9, Quieb Institutional Area, Kalweria Serat, New Delhi – 110018 Pax: 611 – 26524526 / 26535901

Coastal Sujarat Power Limited (ATA) Rows Company

Mita Mega-Power Project

Ar & Post: Tunda jal.: Windin, Dist.: Kitich - 370 485, Gylarat, India

Tel.: 1917 2016 de 1701; Fax i 91 2016 661 101

Rayd: Office : C/o Tho Tota Power Company Limited, 36 Sant Tukarani Road, Cornec Bunder, Mumbul - 400 009, India

- Notice under Article 14.1(III) of the PPA vide our Letter No. CGPU/Finance/ dated 28.03.2012
- B) Our Letter No. CGPL-UMPP/OBM/GUVNL/LC-0074 deted 30.03.2012
- Our Letter dated 26.04.2012
- 10) Your Letter No. RDPPC/SR.AD (Cash)/L0s/2012-18/D.291 dated 27.04.2012
- 11) Saller Preliminary Default Notice under Article 14.4,2 of the PPA vide our Letter No. OGPL-UMPP/OSM/NVNL/LO-108 dated 04.05.2012
- 12) Our email dated 06.06,2012
- (a) Cur Letter Me. CGPU/FINANOE/2001 Jales 26.06.2012
- (4) Our Letter No. CGPL/UNIPP/CEO/GUVNL/2966 dated 28.05.2012
- Your Letter No. P.DPPC/DIr/Or.4.0/JPF/F//2802 dated 04.06.2012
- 18) Our Letter No. CGPL/UMPP/CEO/GUVNL/2997 dated 12.06.2012
- 17) Our Letters dated 16.06,2012 to Chief Accounts Officer (W&M) AVVNL and JdV/NL
- Our Letter No. O@PL-Mundra/O&M/OOD/Unit #20/0148 dated 07.07.2012
- 19) Our Letter No. CGPL-Mundre/O&M/COD/Unit#20/0151 dated 11.07.2012
- 20) Our Letter No. CGPL-UMPP/ORM/ LC-0159 dated :15,07,2012
- 21) Our Letter No. OGPL-UMPP/O&M/ LC-0160 dated 16.07,2012
- 22) Our Letter No. CGPL-UMPP/O&M/ LO-0161 dated 16,07,2012
- 23) Our Letter No. CGPL-UMPP/O&M/GUVNL/0191 dated 29,07,2012
- 24) Your Letter No. RDPPC/CE/SR.AO/JPR/F.D.1720 dated 31.07.2012
- 25) Our Letter No. CGPL-UMPP/FINANCE/251 dated 23.08.2012
- 26) Our Letter No. CGPL-UMPP/O&M/AVVNL/365 disted 19.10.2012
- 27) Our Letter No. CGPL-UMPP/ORM/JVVNL/369 dated 19,10,2012
- 28) Our Letter No. CGPL-UMPP/Q&M/JdVVNL/367 dated 19,10,2012

Dear Sir,

- This communiqué bears reference to Article 11.4.1 and 11.4.2 of the Power Purchase Agreement dated 22nd April, 2007 executed between all Produces including AVVIIL, JVVIIL and the Seller for their respective shares allocated from the 4000 MW Ultra Mega Power Project at Mundra, Gujarat (*PPA*) and the above referred notices and correspondences issued to you from time to time seeking establishment of Collaferal Arrangements pursuant to your obligations under the PPA.
- 2. As you are aware:-
 - (a) As per Article 11.4.1 and 11.4.2 of the PPA, each Producer is required to furnish and establish the Collateral Arrangements in favour of CGPL on or before forty five (45) days prior to commercial operation date of Unit 1, comprising
 - putting in place individual letters of credit of sultable value and compliant with approved terms,
 - (ii) operationalising the default encrow agreement, and

44

- 3. On account of your continued failure in establishing the Collateral Arrangements and in context of perelatent non-payment of the invoices raised by us for the power supplied to you under the PPA, CGPL is constrained to issue this Notice. Payments from JVVNL and JdVVIVL Discome have been received for the power supplied for the period March 2012 to July 2012 respectively while from AVVIVL we have received payment up to September 2012. The invoices raised for supply during July 2012 respectively and provided payment to December 2012 aggregating a sum of Rs. 96.29 order (excluding delayed payment surcharge for the month of December 2012) rametic cultivaried in the Rejection Discome, unsupported by the required Collateral Arrangements.
- in view of the persistent and willful fallure of Rajasthan Discoms to astablish Colleteral Arrangements in terms of the PPA till date, CGPL is left with no other option but to withdraw/resolnd the good talth offer to supply power to Rajasthan Discoms made vide its letter dated 23rd August, 2012. CGPL will accordingly stop supplying power to you from 00;00 Hrs after:expiry of 24 hours from the date of receipt of this Notice and consequently, CGPL's obligations under the PPA stands discharged/terminated vis-a-vising power to you for the storesald reasons.

We reserve all our rights.

Thenking you.

Yours faithfully, For Coastal Gujarat Power Limited

(Krishna Kumar Shama) Executive Director & CEO

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manager, 1991, 2 Option F

Konjiši Meena Jalpur Vidyot Vitras Nipam Vrd.

i.A.S. Vidyot Ehawan, Jan Path
Discouns Jaipur-302 005

Pel (01-1) 2747064 (0), 2700871 (ig. Pac (81) (141)2747915, Email: gridživotlas, deniss@yshoc.com.

January 4, 2015

My Dear Shri Salyamayang

Modely refer to the perfect from Coastal Oujarac Power Life (CoPa) intimating you about the termination of the PPA. The fact of the matter is that the notice is ustally malafide. The PPA was entered with COPA in the year 2007. After the execution of the PPA, the market rates have gone up and COPA is trying to find some excuse or the others to extricate use, from the PPA. Since there was some clear in the payment, they got the excuse to terminate the PPA. It may however, be mentioned that the entire due amount has been paid for all the bills received by us. The December bill is yet to be received, and as soon as it is received, we will make full payment. If there are any other problems they can be mutually sorted out.

Termination of the PPA is a very serious issue which would totally put out of gear the electricity supply in Rajasthan and a loss of 240 MW would compel the Discom to introduce large scale power cut which will may create law and order problem, particularly among the farmers.

It is therefore requested that you should not take any exparte decision without giving us an opportunity of hearing. If need be, a joint meeting with the COPL can be organized at your level so that we can convince that presently there is no default on our part on any issue.

It is therefore requested that the power supply should not be discontinued in het haste merely on the request of CGPL because the Discoms are also a party to the PPA and CGPL cannot take any exparte decision in such a serious matter.

With Regards

Yours sincerely,

(Kuhijilal Meena) Chairman Discome

Shri V.V. Sharma, G.M. NRLDC 18A, Katwaria Saria Sahid Jeet Singh Marg, New Delhi

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Jober, C. Dr. 200

NO.CHIDIJPD/DMPTFF. Shri Krishna Kumar Sharma

Chief Encourte Officer, MADI Thereber Tat Coloration, The threat

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to be the section of dated 02.01.2013 vide which you have given a notire of termination or MFA and discharge of liabilities and application on the part of CGPL. In this connection, it is to state that all the payments of the him received so far have already, stand paid and the bills for the month of December, 2017 has same are received: Therefore: In light of above, your remniation notice is not valid as per provisions of clause 14.4.5 of the Pf.A. executed with Rejesthen Discoms. You are, therefore, advised or continue the supply of power to Jahur, Aimer and Jodhpur Diazoms as par the provisions of PPA. Kindly be adsured that the due pajments will be ateah " jed regularly in future as per the provisions of PPA.

> Yours sincarely. 80/-

(Kuri iai Mesna)

Copy to Sh. V.V. Sharma, General Manager, NRLBC, New Belli with the request to continue to achequied power to Relasthan as par the provisions of PPA signed by Jelpur Disdom, Almer Discom and Jor wur Discom with M/s CGPL.

Chairmanbledia

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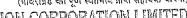
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18/4, राहीद जीतिशेह सनसमधाल मार्ग, कटबारिया सराय, नई दिल्ली-110016

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पावर किस्टम ऑपरेशन कारपो (पावरप्रिड की पूर्ण स्वामित्व प्राप्त सहायक कंपनी)





POWER SYSTEM OPERATION CORPORATION LIMITED (A wholly owned subsidiary of POWERGRID)

पश्चिम होसीय भार मेणण केन्द्र

एफ-इ, सेन्ट्रुल रीड, एम्, आई.डी.सी. एरिया, मरोल, अन्येरी (पूर्द), मुंबई-400 093.

हरभार (O) : 022-28202690, 28208686, 28397634 ॰ ई-मेल : wrldc@bol.net.lr. • फेल्स : 022 28256484, 28202690 WESTERN REGIONAL LOAD DESPATCH CENTRE

F-3, MIDC Area, Marol, Andherl (East), Mumbal - 400 093.

Phone (O): 022-28202690, 28203885, 28397634 · E-mail: wrldc@bol.net.in · Fax: 022 · 28235434, 28202630

संदर्भ संख्या / Ref. No.

WRLDC/MO-II/CGPL/2012/

Date: 04/01/2013

To CEO & ED Coastal Gujarat Power Limited, At&post: Tunda, tal: Mundra, Kutch-370435 Gularat.

Sub: Termination of Long term Supply of power from CGPL, Mundra to Rajasthan Discoms

Sir,

May kindly refer your letter no: CGPL/UMPP/CEO/WRLDC/3337 dated 03rd January, 2013 on the above subject. In this regard it is to intimate that the above letter was received by NRLDC and NLDC today, i.e., on 04th January, 2013. It is surprising to note that a few hours' notice has been given when scheduling process had already been started. After receipt of the letter, NRLDC referred it to SLDC, RRVPNL, Rajasthan and a reply has been received from Rajasthan stating that the PPA has not been terminated and their 10% share has to be scheduled to them. Copy of the communication is enclosed.

It appears that there is a dispute on the issue and hence status quo on scheduling will be maintained till the dispute is resolved.

This is for your kind information.

Thanking you,

Yours faithfully.

General Manager, WRLDC