

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No.128/2010

Coram

1. Dr. Pramod Deo, Chairperson
2. Shri. S. Jayaraman, Member
3. Shri. V.S.Verma, Member
4. Shri M. Deena Dayalan, Member

DATE OF HEARING: 15.6.2010

DATE OF ORDER: 2.8.2010

In the matter of

Petition for approval of unit configuration change and consequential amendments to the Power Purchase Agreements (PPAs).

And in the matter of

Coastal Andhra Power Ltd (CAPL), Navi Mumbai

..... **Petitioner**

Vs

1. Andhra Pradesh Central Power Distribution Company Ltd, Hyderabad
2. Andhra Pradesh Southern Power Distribution Company Ltd, Tirupathi
3. Andhra Pradesh Eastern Power Distribution Company Ltd, Visakhapatnam
4. Andhra Pradesh Northern Power Distribution Company Ltd, Warangal
5. Bangalore Electric Supply Company Ltd, (BESCOM), Bangalore
6. Gulbarga Electric Supply Company Ltd, (GESCOM), Gulbarga
7. Hubli Electric Supply Company Ltd, (HESCOM), Gulbarga
8. Mangalore Electric Supply Company Ltd, (MESCOM), Mangalore
9. Chamundeshwari Electric Supply Company Ltd, (CESCO), Mysore
10. Maharashtra State Electricity Distribution Company Ltd, Mumbai
11. Tamil Nadu Electricity Board, Chennai

... **Respondents**

The following were present

1. Shri Amit Kapur, Advocate, CAPL
2. Shri Karanan Rao, CAPL
3. Shri Karthik Balasubramanian, CAPL
4. Shri Anupam Varma, Advocate, CAPL
5. Shri N.K.Deo, CAPL

6. Shri Suresh Nagarajan, CAPL
7. Shri Shiva Rao, Advocate, APDISCOMS
8. Shri N.V.V.S. Chandrasekhar, APTRANSCO
9. Shri S.Balaguru, TNEB

ORDER

This petition has been filed by the petitioner Coastal Andhra Power Limited (CAPL) for approval of change in the unit configuration in respect of the Krishnapatnam Ultra Mega Power Project (5 x 800 MW) (hereinafter referred to as the "project") to 6 units of 660 MW each (6 x 660 MW). The petitioner has made the following specific prayers in the petition:

- (a) To allow the petitioner to choose the 6 x 660 MW unit configuration in terms of the amended standard bid documents;
- (b) To grant in-principle approval to the supplemental PPA and permit the parties to enter into the same; and
- (c) To pass such order or further orders as Hon'ble Commission may deem fit and proper in the facts and circumstances of the case.

BACKGROUND

2. The petitioner was incorporated on 24.8.2006 under the Companies Act, 1956, as a wholly owned subsidiary of the Power Finance Corporation Limited (PFC). As a part of the Ultra Mega Power Project ('UMPP") initiative, the Govt. of India had entrusted the PFC the role of a nodal agency to procure, through competitive bidding, developers for establishing and operating generation capacity based on super critical technology.

3. PFC was authorized by all the respondents (hereinafter referred to as "the procurers') as the authorized representative for discharging all the rights and obligations of the procurers to undertake the competitive bidding process in line with guidelines specified by of Government of India, for selection of a bidder to acquire the petitioner company and thereafter to build, own and operate the project.

4. The competitive bidding process was initiated on 12.7.2006. At the time of submission of the bids for the project, the bidders had the option to choose the unit configuration amongst 660 MW/800 MW /1000 MW units, subject to-

(a) the contracted capacity being in the range of 3500 MW to 3800 MW.

(b) the Project being based on super critical technology.

5. The sole criteria for award of the project was the levellised tariff without any linkage to unit size, due to which the unit configuration was left to the bidder's choice and was not part of the bid evaluation and consequently, had no impact on the award of the Project.

6. The petitioner executed a Power Purchase Agreement (PPA) with the procurers on 23.3.2007 and in terms of the said PPA, the allocation of power from the project was as under:

Sl. No.	Procurers	Allocated Gross Capacity (percentage)
1	Distribution companies of Andhra Pradesh (Respondent Nos. 1 to 4)	40.00%
2	Distribution companies of Karnataka (Respondent Nos. 5 to 9)	20.00%
3	Maharashtra State Electricity Distribution Co. Ltd (Respondent No.10)	20.00%
4.	Tamil Nadu Electricity Board (Respondent No.11)	20.00%
	Total	100.00%

7. Reliance Power Limited (RPL) submitted its bid on 24.10.2007 and offered a contracted capacity of 3800 MW based on the configuration of 5 units of 800 MW each (5 x 800 MW). Along with its bid, the requisite declaration as per Format-3 of Annexure-6, was also submitted by RPL,

which *inter alia* stipulated that for 5x 800 MW configuration, the sum total of the contracted capacities of all the units shall not be less than 3500 MW and more than 3800 MW at the delivery point.

8. In terms of levelised tariff, RPL emerged as the successful bidder through competitive bidding process and was issued the Letter of Intent (LoI) on 30.11.2007. The tariff of the project was adopted by the Commission in its order dated 25.1.2008 in Petition No. 170/2007.

Submission of the Petitioner

9. The Petitioner has submitted that the case-2 Standard Bid Documents, particularly the PPA were amended by the Ministry of Power on 21.9.2007 by inserting clause 3.1.1A which provided for the unit configuration flexibility to the bidders with the option to choose the configuration at any time before Notice to Proceed as contemplated under the PPA subject to the seller submitting an undertaking that the changed unit configuration would meet all the conditions specified in Format 3 of annexure-6 of RFP and all functional specifications. The petitioner has further submitted that since the PPA between the seller and the procurers has already been signed in respect of the project on 23.3.2007 i.e. prior to the amendment to the Standard Bid Documents,

the amended provisions of clause 3.1.1A could not be made part of the PPA for the project.

10. The petitioner has further submitted that the tariff for the project was adopted by the Commission under Section 63 of the Act vide its order dated 25.1.2008 Petition No. 170/2007 directing that "the tariff adopted shall be charged in accordance with the provisions of the PPA and the bid of the selected bidder as accepted by the procurers which has been subsequently made a part of the PPA". After execution of share purchase agreement between Reliance Power Ltd., Power Finance Corporation Ltd. and Coastal Andhra Power Ltd. on 29.1.2008, the petitioner became a subsidiary of Reliance Power Ltd.

11. The petitioner has submitted that in response to its discussion with the domestic and overseas suppliers of boiler, turbine and generating equipment, it received the proposal for the options of 660 MW, 800 MW and 1000 MW unit configuration. While evaluating the proposals, the petitioner noticed that it would be feasible to advance the commissioning schedule of the project in case it has the flexibility in choosing the unit configuration amongst 660 MW, 800 MW and 1000 MW which would benefit the procurers and end consumers in the context of the exacerbated peak demands shortage scenario faced by the

beneficiary states. Accordingly, the petitioner requested the lead procurer for concurrence for the flexibility to choose the unit configuration in its letter dated 20.9.2008. The lead procurer in its letter dated 20.3.2009 conveyed its concurrence on behalf of the procurers for change in unit configuration subject to the following conditions:

- (a) To advance the first unit by 3 months and project by 14 months of firm commitment of CoD schedule, entailing with penal consequences as provided in PPA in the event of default.
- (b) There should not be any diminution or decrease in contracted capacity of power allocated to each Procurer respectively as per PPA with UMPP, Krishnapatnam irrespective of the Unit size 660 MW, 800 MW or 1000 MW.
- (c) This change in Unit Configuration in existing PPA is to be approved by CERC for effecting the amendment."

12. The petitioner, however, sought revised concurrence of the procurers in its letter 11.11.2009 to bring the same in line with the discussion held with the procurers on 20.10.2009. The revised concurrence was sought as under:

- (a) In the event of selecting 6 x 660 MW configuration, CAPL to advance commissioning of the first unit by 3 months and of the Project by 8 months on a firm basis, entailing penal consequences as provided in the PPA in the event of default; or
- (b) In the event of selecting 4 x 1000 MW configuration, CAPL to advance commissioning of the project by 4 months on a firm basis, entailing penal consequences as provided in the PPA in the event of default
- (c) The condition that "there should not be any diminution or decrease in contracted capacity of power allocated to each procurer....." may please be deleted.

13. The lead procurer in its letter dated 27.3.2010 has conveyed its revised concurrence subject to the following conditions:

- (a) CAPL shall approach Central Electricity Regulatory Commission ("CERC") and seek Techno Economic Approval/In principle Approval on the change of Unit size to be selected out of the unit sized 1000 MW/600 MW proposed vide CAPL's letter dated 11.11.2009.

(b) Based on the outcome of CERC proceedings, the amendment agreement will be entered for the revised configuration.

14. In view of the above concurrence of the procurers the petitioner has selected 6 x 660 MW unit configuration for the project. As per the petitioner the proposed change in unit configuration would result in substantial benefit to the procurers as a consequence of early commissioning of the project. The petitioner has submitted the unit size configuration in terms of the PPA and those proposed by it as under:

Units	As per PPA	Proposed
	5 x 800 MW	6 x 660 MW
	Scheduled date of commercial operation of units of the project (in months from effective date)	Scheduled date of commercial operation of units of the project (in months from effective date)
First	68	65
Second	75	69
Third	81	73
Fourth	87	77
Fifth	93	81
Sixth	N.A.	85
All Units	93	85

15. The petitioner has submitted that the normative availability of power station shall be suitably increased to comply with its obligation to meet the energy equivalent to 3800 MW at 80% PLF.

16. The petitioner has sought approval of the Commission under Section 63 read with Section 79 (1)(b) of the Act, Section 21 of the General Clauses Act, regulation 111 to 113 of the Central Electricity Regulatory Commission (Conduct of Business) regulations 1999, clause 18.1 of the PPA.

17. Replies to the petition have been filed by Respondent Nos. 1 to 4, 10 and 11. Respondent No. 1 to 4 in their reply have submitted that in view of the assurance given by the petitioner to deliver the equal quantum of energy which it would have delivered at normative availability with earlier contracted capacity of 3800 MW, the Commission may rework the threshold PLF for the purpose of payment of fixed charges, mathematics of incentives and disincentives for the assurance given by the petitioner and also examine the proposal regarding energy optimization corresponding to the earlier capacity of 3800 MW. Respondent No. 10 in its letter dated 7.6.2010 has stated that it has no objection to the approval of change in unit configuration subject to availability of energy to procurers at normative availability of 80% on contracted capacity. The Respondent No. 11 in its reply has requested the Commission to ensure that the conditions mentioned at Sr. No. 1 to 5 of Format 3 of Annexure-6 of the RFP tendered as part of the bid are

complied with by the petitioner in the event of changed configuration of units.

18. During the hearing, the petitioner has submitted that in case the 6x 600 MW configuration was approved, it was committed to deliver the same amount of energy annually i.e. 26630 Million Units which was equivalent to the amount of energy available to the procurers at the normative availability of 80% on the contracted capacity of 3800 MW as per PPA. The petitioner has clarified that the conditions mentioned at Sl. No. 1 to 5 in Format-3 of Annexure-6 of the RFP would also be applicable for 6x 660 MW unit configurations. The petitioner also submitted that with the changed configuration of 6x660 MW, the contracted capacity would be 3722.4 MW and the normative availability has been re-worked to 81.67%, in order to keep the procurers energy neutral. This according to the petitioner was equivalent to the energy available to the procurers at the contracted capacity of 3800 MW at the normative availability of 80% as per the PPA in force. The Petitioner further submitted that the threshold availability for incentive would also be revised from 85% (as per the PPA) to 86.67 % to keep the availability limit at 5 % higher than the normative availability for incentive payment. Similarly, the threshold availability for penalties would be modified to 76.67% from the present

limit of 75%, in order to keep the threshold limit for penalties to the normative availability of less than 5%.

19. The Commission after hearing all the parties directed the petitioner to submit as under:

- (i) The provisions of the PPA which would require modifications/ amendments due to the proposed change in configuration to be specified and the proposed amendments to be submitted.
- (ii) An undertaking by the petitioner to the effect that the project with the configuration of 6 X 660 MW would be able to supply the contracted capacity of 3800 MW of power on an intermittent basis at favourable operating conditions.

20. The petitioner vide its affidavit dated 18.6.2010 has submitted a draft supplementary PPA incorporating necessary amendments to the provisions of the PPA dated 23.3.2007, particularly in Article 1.1 (definition of contracted capacity, allocated contracted capacity, normative availability and scheduled CoD), Article 3.1.2(iv), Article 4.1.1(b), Article 6.11, and schedule 7 [Article 1.1(iv), 1.2(iv), 1.2(v)]. As regards the undertaking to be given as at 19(ii) above, the petitioner has included the following in Para 2.9 of the draft supplementary PPA:

" The seller shall endeavor to operate unit/ power station to meet the peak demand on non- continuous/intermittent basis by maximizing generation within the safe margins of the equipments/machine (as per Original Equipment Manufacturer (OEM) specifications) and the Grid condition for which the seller

shall declare the capacity upto 633.33 MW per Unit (cumulative capacity upto 3800 MW , when all the 6 Units are operational) during peak hours (which shall be upto 5 hours per Unit in a day with in the Normative Availability) in compliance with IEGC, ABT, UI Regulations”

Analysis of the Case

21. The Petitioner has approached the Commission for approval for change of unit configuration under the provisions of Article 18.1 of the PPA dated 23.3.2007. Article 18.1 of the PPA reads as under:

“This agreement may only be amended or supplemented by a written agreement between the parties and after duly obtaining the approval of the Appropriate Commission, where necessary”.

Thus the parties to the PPA have the discretion to either amend or supplement the PPA through a written agreement between them. Approval of the Commission is required to be solicited for such amendment or supplemental PPA only where it is necessary. The PPA has been prepared in conformity with the Standard Bid Documents which was issued as part of the Guidelines on Competitive Bidding Process issued by the Ministry of Power under Section 63 of the Act. Since the PPA provides for amendment or supplemental agreement to the PPA with the approval of the appropriate Commission, we are of the view that the Commission has the power to consider the request of the Petitioner for change in unit configuration from the point of its impact on the tariff adopted under Section 63 of the Act.

22. While inviting the bids at the RFQ stage, the following conditions for bidding of capacity for the project was provided to the prospective bidders:

“On behalf of state electricity boards/electricity distribution companies/state electricity utilities of Andhra Pradesh, Karnataka, Tamil Nadu and Maharashtra ('Procurers'). Coastal Andhra Power Limited invites proposals to supply 3500 MW – 3800MW of power at the generator switchyard bus-bar for the Procurers. The Bidder can submit Bids for any capacity within a range of 3500 MW to 3800 MW. Bidder should have adequate technical experience and financial capability to supply the power.”

Further, important conditions under Format 3 of the RFP document for the project provided as under:

- “1. The Scheduled COD of the first Unit shall not be later than sixty nine (69) months from the Effective Date as defined in PPA, subject to the provisions of the PPA.*
- 2. The Scheduled COD of the Power Station shall not be later than ninety three (93) months from the Effective Date as defined in PPA, subject to the provisions of the PPA.*
- 3. Difference in Scheduled COD of any two successive Units shall not exceed a period of eight (8) months, subject to the provisions of the PPA.*
- 4. The sum total of the Contracted Capacities of all the Units shall not be less than 3500 MW and more than 3800 MW at the Delivery Point.*
- 5. The Units shall be based on Supercritical Technology.”*

23. The above provisions in the RFQ and RFP documents for the project show that the bidders had the full liberty to choose the unit

configuration within the range of 3500 MW to 3800 MW capacity at the time of bidding. However, after the bidding there was no provision to change the unit configuration. Ministry of Power subsequently vide their letter dated 21.9.2007 amended the Standard Bid Document, particularly Article 3 of the PPA by inserting clause 3.1.1A providing for flexibility to the seller (successful bidder) to change the unit configuration after the effective date till the Notice to Proceed (NTP) subject to the condition that the changed unit configuration meets all the conditions specified in Format 3 of Annexure-6 of RFP and all functional specifications. It further provides that additional cost arising out of the changed unit configuration shall be to the account of the seller and no adjustment in the tariff would be permitted.

24. The petitioner has submitted that it could not avail the flexibility for change in unit configuration since the PPA for the project was already signed prior to the amendment to the Standard Bid Document issued by Ministry of Power, Govt. of India. The petitioner has requested the Commission to consider the change in unit configuration in line with the amended Standard Bid Document under the provisions of Article 18.1 of the PPA which provides for amendment of its provisions with the approval of the appropriate Commission. In view of deliberation in para

23, we are proceeding to deal with proposal of the petitioner under provision of Article 18.1 of PPA.

25. The bid evaluation process given in Format 3 of RFP provided that the contracted capacities of all the Units should not be less than 3500 MW and more than 3800 MW at delivery point and the units should be based on supercritical technology. Subject to these conditions, the bidders were free to choose the unit configuration of the project. Even with the unit configuration of 6 x 660 MW, the petitioner would have qualified as the lowest bidder with a levelled tariff of Rs 2.33296/kWh. Hence, the change in the unit configuration would not have affected the bid evaluation process and the selection of the petitioner as a successful bidder.

26 The petitioner has submitted that in order to overcome the short fall in contracted capacity and to keep the procurers energy neutral, it is committed to deliver the same amount of energy which is equivalent to the amount of energy available to the procurers at normative availability of 80% on the contracted capacity of 3800 MW as per the present PPA. The petitioner has also provided a suitable clause in the draft supplemental PPA to increase the normative availability from 80% to 81.67% at the delivery point, the threshold availability for incentive from

85% to 86.67% and penalties from 75% to 76.67%. This in our view was proposed by the Petitioner to take care of the apprehension of the procurers about energy to be supplied on account of reduction in the capacity of the project on account of the proposed revised unit configuration.

27. The procurers have no objection to the change in the unit configuration to 6 x 660 MW and the consequential amendment in terms of clause 18.1 of the PPA dated 23.3.2007. We would like to clarify that techno-economic concurrence is not relevant in these proceedings as the Electricity Act, 2003 provides for technical concurrence of Central Electricity Authority only for hydro projects.

28. In terms of the directions of the Commission during the proceedings held on 15.6.2010, the petitioner has submitted an affidavit dated 18.6.2010 with a draft supplemental PPA containing the following provisions:

“(i) The Normative Availability of 81.67% at the revised contracted capacity of 3722 MW to deliver the energy equivalent to 26630 MUs , which is the amount of energy available to the Procures at Normative Availability of 80% on the contracted capacity of 3800 MW , as per the current PPA.

(ii) The threshold availability for incentive would be 86.67% and the threshold availability for dis-incentive (penalty)

would be 76.67% corresponding to the revised Normative Availability of 81.67%."

The petitioner has further submitted the following undertaking in compliance with the directions of the Commission for inclusion in the Supplemental PPA:

"The Seller shall endeavor to operate Unit/ Power Station to meet the peak demand on non- continuous/intermittent basis by maximizing generation within the safe margins of the equipments/machine (as per Original Equipment Manufacturer, s (OEM) specifications) and the Grid condition for which the Seller shall declare the capacity upto 633.33 MW per Unit (cumulative capacity upto 3800 MW , when all the 6 Units are operational) during peak hours (which shall be upto 5 hours per Unit in a day with in the Normative Availability) in compliance with IEGC, ABT, UI Regulations."

29. In the light of the conclusion reached in the para 25 above that the change in the unit configuration would not have affected the bid evaluation process and the selection of the petitioner as a successful bidder, we are inclined to approve the the proposed change in the unit configuration from 5x800 MW to 6x660 MW in respect of the project.

30. However, on the issue of raising the normative availability from 80% to 81.67% we are of the view that this would tantamount to interfering with the bid conditions and evaluation criteria in the RfP and therefore,

we do not approve of the same. Similarly, corresponding increase in availability levels from 85% to 86.67% for the purpose of incentive and from 75% to 76.67% for the purpose of penalties would also constitute a change in bidding conditions and hence we are not inclined to accept the proposed change in this regard.

31. With regard to the concern of the procurers for ensuring energy neutrality, we do not expect that the Petitioner shall restrict its availability declaration to 80% merely because normative availability is specified as 80% and in all probability would declare availability in excess of 85% to earn incentive. Moreover, the procurers have the first right of refusal to the energy generated beyond the normative availability. Thus the concern of the procurers gets addressed.

32. The proposal made by the petitioner is to replace the scheduled CODs for unit configuration of 5x800 MW with the proposed CODs of the proposed unit configuration of 6x660 MW as scheduled CODs only and not as revised scheduled CODs. Therefore, this will obligate all consequential implications as per PPA with reference to penalties etc. in case of delay in commissioning with reference to scheduled COD now being approved.

33. However, the petitioner in the recital (E) of the proposed supplementary PPA has termed the proposed CODs as the revised Scheduled CODs which has different connotation with reference to the definition of revised scheduled COD with regard to penalty provision under clause 4.6.5 of the PPA which reads as follows:

“4.6.5 If any Unit is not Commissioned by its Revised Scheduled COD other than for the reasons specified in Article 4.5.1, the Seller shall pay to each Procurer liquidated damages, proportionate to their then existing Allocated Contracted Capacity, for the delay in such Commissioning or making the Units Contracted Capacity available for dispatch by such date. The sum total of the liquidated damages payable by the Seller to the Procurers for such delayed Unit shall be equivalent to the damages payable by the Procurers to the CTU/STU (as the case may be) for the period of delay, as per the terms of agreement proposed to be entered into by the Procurers with CTU/STU for establishment of transmission system. Provided however, the liquidated damages payable by the Seller to the Procurers in case of delay under this Article 4.6.5 shall not be more than twenty percent (20%) of liquidated damages computed in the manner mentioned in Article 4.6.1. Provided further, in case of delay beyond Scheduled Commercial Operation Date, the provisions of Article 4.6.1 to 4.6.4 will apply for such delay beyond Scheduled Commercial Operation Date.”

34. In view of this, we hold that the replacement of the scheduled CODs for unit configuration of 5x800 MW with the proposed CODs of the proposed unit configuration of 6x660 MW shall be treated as scheduled CODs only and shall not be construed as the revised scheduled CODs for the purpose of clause 4.6.5 of the PPA and other relevant provisions.

Recital (E) of the proposed Supplementary PPA may be modified accordingly.

35. Now the question arises what should be the tariff applicable from the modified scheduled COD of Unit-I of 660 MW and in the intervening period up to the original COD of the first unit. In this regard, clause 1.2.9 of Schedule 7 of the PPA is relevant which provides as follows:

“1.2.9 Tariff for the period prior to Scheduled COD of first unit and for Contract Years beyond the 25 years from the COD of the first Unit

The Tariff for the period prior to Scheduled COD of the first unit shall be the quoted tariff of the first year with escalation for relevant period only for energy charge. The Tariff for the Contract Years beyond the 25 years from the Scheduled COD of the first Unit shall be the Quoted Tariff of the 25th year from the Scheduled COD of the first Unit with applicable escalation.”

36. In the light of the above, there could be following two options:
- (i) To allow escalation on escalable capacity charge because of modification of scheduled COD of first unit itself.
 - (ii) To allow the quoted tariff of the first year with escalation for relevant period only for energy charge, i.e. for the period from the Scheduled COD of the first unit with changed configuration to the Scheduled COD of the first

unit with original configuration at the time of selection of bid.

37. Since the petitioner has proposed the change in unit configuration of the project on its own, and considering the spirit behind the clause 1.2.9 of Schedule 7 of the PPA, we hold that the Tariff for the period prior to original Scheduled COD of the first unit shall be the quoted tariff of the first year with escalation for relevant period only for energy charge, i.e. for the period from the Scheduled COD of the first unit with changed configuration to the Scheduled COD of the first unit with original configuration at the time of selection of bid.

38. Further, the Petitioner has undertaken to incorporate the following in the supplementary PPA:

“The Seller shall endeavor to operate Unit/Power Station to meet the peak demand on non- continuous/intermittent basis by maximizing generation within the safe margins of the equipments/machine (as per Original Equipment Manufacturer’s (OEM) specifications) and the Grid condition for which the Seller shall declare the capacity upto 633.33 MW per Unit (cumulative capacity upto 3800 MW ,when all the 6 Units are operational) during peak hours (which shall be upto 5 hours per Unit in a day with in the Normative Availability) in compliance with IEGC, ABT, UI Regulations.”

39. Accordingly, we accord our approval to the proposed change in the unit configuration of the project and direct the petitioner to enter

into written agreement with the procurers in line with our directions and observations contained in this order as per the provisions of Article 18.1 of the PPA and submit the signed copy of the supplementary PPA along with the modified Format-3 of Annexure-6 of RFP, within one (1) month from the date of this order.

40. Further for the sake of transparency the petitioner shall post the details of the change in the unit configuration of the project along with supplementary PPA and the modified Format-3 of Annexure-6 of RFP on its website for at least thirty days.

41. Petition No. 128/2010 stands disposed of in terms of the above.

Sd/-
(M.DEENA DAYALAN)
MEMBER

sd/-
(V.S.VERMA)
MEMBER

sd/-
(S. JAYARAMAN)
MEMBER

sd/-
(DR.PRAMOD DEO)
CHAIRPERSON