

**PUNJAB STATE ELECTRICITY REGULATORY COMMISSION
SCO NO. 220-221, SECTOR 34-A, CHANDIGARH**

**Petition No. 56 of 2012
Date of Order: 31.12.2012**

In the matter of : Petition under Section 86(1)(b) and 86(1)(f) of the Electricity Act, 2003 in relation to disputes arising under the power purchase agreement dated 18.01.2010 (PPA) between Nabha Power Limited, the petitioner herein, and the respondent - Punjab State Electricity Board, which stands substituted by Punjab State Power Corporation Limited as the successor entity on unbundling of PSEB AND Failure and/or refusal of PSPCL to fulfill its obligation of arranging sufficient quantity / quality / grade / origin of coal in terms of the Competitive Bidding Guidelines, Bidding Documents (the RfQ and RfP) and the PPA for the Project of 1400 MW that is being set up under the Case 2 model.

(2x700 MW Rajpura Thermal Power Project)

AND

In the matter of 1. Nabha Power Limited, SCO 32, Sector 26-D, Madhya Marg, Chandigarh -160019.

 2. L & T Power Development Limited, Powai Campus, Gate No.1, C Building, 1st Floor, Saki Vihar Road, Mumbai – 400072.

Versus

Punjab State Power Corporation Limited, Patiala

Present: Smt.Romila Dubey, Chairperson
 Shri Virinder Singh, Member
 Shri Gurinderjit Singh, Member

ORDER

Nabha Power Limited (NPL) is petitioner no.1 in this Petition. NPL as a company under the Companies Act, 1956 had been initially set up as a Special Purpose Vehicle by erstwhile Punjab State Electricity Board (PSEB) for development of 1200 MW Rajpura Thermal Power Project (Project). Punjab State Power Corporation Limited (PSPCL) the respondent in the petition is the

successor entity of PSEB, after unbundling of PSEB on 16.04.2010. NPL as an authorized representative of PSEB invited bids and issued Request for Qualification (RfQ) and Request for Proposal (RfP) on 10.06.2009 in accordance with Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by Ministry of Power, Government of India under Section 63 of the Electricity Act, 2003 for procurement of power on long term basis from the Project in the range of 1080 MW to 1320 MW (1200 \pm 10%) MW under Case 2. The petitioner no.2, L & T Power Development Limited is a company incorporated under the Companies Act, 1956, which participated in the competitive bidding and emerged as successful bidder. The petitioner no.2 acquired the entire shareholding of NPL, petitioner no.1 in terms of the Standard Bidding Documents (SBD). This petition has been filed by the petitioner no.1 and 2, against PSPCL under Section 86(1)(b) and 86(1)(f) of the Electricity Act, 2003 in relation to disputes arising under the Power Purchase Agreement dated 18.01.2010 (PPA) in respect of alleged failure and/or refusal of PSPCL to fulfill its obligation of arranging sufficient quantity / quality / grade / origin of coal in terms of CBG, Bidding Documents and the PPA for the Project of 1400 MW being set up under Case 2 Model at village Nalash, near Rajpura, District Patiala.

2. The petitioners have submitted that bidders were informed vide clause 1.7 of RfQ dated 10.06.2009 about the availability of the quantity of coal as per Letter of Assurance (LoA) issued by South Eastern Coalfields Limited (SECL), a subsidiary of Coal India Limited (CIL). The respondent specified vide clause 1.4 (B) (2) of the RfP regarding status of arrangement of Fuel wherein it ensured coal supply of 5.5 mtpa. The LoA issued by SECL on 11/18.12.2008 was provided to the petitioner no.2 on 16.09.2009. The LoA specified that 5.55 mtpa of Grade 'F' coal will be made available by SECL to NPL. The respondent issued clarifications in RfQ and RfP on 16.09.2009 that SECL will supply Grade 'F' coal from Korba / Raigarh field with GCV 3900-4260 kCal/Kg, Ash content 35% - 40%, Total Inherent Moisture 5 – 6%, Volatile Matter 24 – 32%, Fixed Carbon 32 – 37% and Sulphur 0.05%. The petitioners have further submitted that the New Coal Distribution Policy (NCDP) issued by Ministry of Coal vide

Office Memorandum on 18.10.2007 was the governing policy as on the date bids were submitted. The NCDP mandated a firm commitment on the part of the Coal India Limited (CIL) or its subsidiaries including SECL to supply 100% of the normative coal requirement of the power projects. The petitioner no.2 submitted its tariff bid based upon the specific representations and assurances by the respondent read with specific mandate of NCDP. Pursuant to the competitive bid process, the petitioner no.2 was selected as the successful bidder and accordingly Letter of Intent (LoI) dated 19.11.2009 was issued by the respondent in favour of petitioner no.2 calling it upon to acquire 100% shareholding of NPL. A Share Purchase Agreement (SPA) was executed on 18.01.2010. The PPA setting out the terms and conditions for the construction, operation and maintenance of the Project, sale of contracted capacity and supply of electricity by the petitioner no.1 as seller to the respondent as procurer was also signed on 18.01.2010.

The petitioners have stated that the terms and conditions of the Model FSA that is presently being proposed by CIL for execution with SECL for supply of coal for the Project grossly deviates from the terms and conditions envisaged under the PPA read with terms and conditions of LoA. The Model FSA provides that SECL would assure only 80% of the Annual Contracted Quantity (ACQ) of coal (i.e. 5.55 mtpa) as mentioned in the LoA. As per Model FSA, this 80% of the ACQ would include certain percentage (15% in 2012-15, 10% in 2015-16 and 5% from 2016-17 onwards) of imported coal components for which a separate side agreement would have to be signed.

The petitioners have further submitted that they have been raising issues pertaining to shortfall in supply of assured quantum / ACQ i.e. 5.55 mtpa, under the LoA, requirement of additional quantum of coal sufficient for running the Project of 1400 MW at Normative Availability, the problems on account of using imported coal, requirement of amendments in PPA allowing use of imported coal, diversion of domestic coal from other sources of coal allocated to respondent / State of Punjab, inclusion of washing charges in calculations of Energy Charges and taking into account the loss of coal while washing etc. The petitioner no.1 sought consent of the respondent to sign FSA with SECL. However the respondent stated during the meeting of the Monitoring Committee

dated 28.11.2011 that the respondent was not required to provide any consent to petitioner no.1 in order for it to sign the FSA.

3. After giving background facts of the dispute as above, the petitioners have submitted regarding the alleged obligation of the respondent to arrange sufficient quantity of domestic coal of the assured quality for the Project capacity of 1400 MW and have submitted that the Ministry of Power, Government of India notified the Competitive Bidding Guidelines (CBG) in line with the mandate under Section 63 of the Electricity Act, 2003, laying out the framework for bidding process including standard templates for bidding documents such as RfQ, RfP and PPA. The CBG provided for Case 1 and Case 2 routes for power procurement by the distribution companies and spelled out respective rights and obligations of bidder / seller and procurer. The principal point of Case 2 route is that it is 'a fuel specific procurement' at 'pre-identified sites'. It means that at the time of bidding itself, the bidder is informed about type, source and quantity of fuel for the Project, which is to be set up at the identified location arranged by the procurer. The CBG envisage five scenarios for bidding under the Case 2 route and scenario 4 is 'in the case where fuel linkage is provided by procurer'. In the present case the bid for the Project was invited by the respondent under scenario 4 of the Case 2 procurement route. As such in terms of para 4.2 of the CBG, the bid format required the bidders to quote only the Capacity Charges and Net Station Heat Rate (SHR) which formed the basis of selection of successful bidder. As the project had been bidden under scenario 4 of the Case 2 competitive bidding route, it is the responsibility of the procurer / PSPCL to arrange fuel of the assured quantity and grade for the Project. Any attempt of the procurer / PSPCL to shift the obligation from itself to seller / NPL would amount to converting the nature of Project from Case 2 to one under Case 1. This can not be countenanced in law and is contrary to the policy framework. The petitioners have further submitted that in terms of para 3.2 of CBG it was obligation on the part of the procurer / respondent to specify in the RfQ, if the bidders were required to arrange fuel. However, in the present case the respondent has taken upon itself to arrange fuel for the Project, therefore, the bidders were not

intimated regarding any obligation vis-à-vis fuel arrangement for the Project in the RfQ. There is conspicuous absence of any provision in the RfQ / RfP / Bid clarifications specifically providing that bidders are responsible to arrange either entire or partial quantum of fuel for the Project. On the contrary, clause 1.7 of the RfQ provided that fuel arrangement was tied up by the respondent. The petitioners have further submitted that the prospective bidders had the flexibility to bid for any contracted capacity within the range of 1080 MW to 1320 MW (1200 \pm 10% MW). Accordingly in the best interest of the Project, the petitioners chose to implement the Project based upon superior and environmental friendly 'Supercritical' technology and a bid for 1320 MW (2x660 MW) Project was submitted. Further the Units' configuration was changed for the Project (i.e. from gross 660 MW to 700 MW each for both the Units) with contracted capacity of 1320 MW (Project capacity 2x700 MW = 1400 MW) was done in terms of Article 3.1.1A of the PPA pursuant to the approval of the respondent vide letter dated 13.04.2010. Therefore, in view of specific approval for change in Units' configuration, foregoing submissions and the fact that entire power is to be sold to the respondent, the respondent is under an obligation to arrange fuel for the Project capacity of 1400 MW. The petitioners have submitted that the CBG and SBD clearly mandate the obligation of the respondent to arrange fuel for the Case 2 power project like the present project. The respondent is continuously evading its duty to arrange fuel and taking excuse that its duty was only limited to the extent of arranging coal linkage in the form of the LoA. This is deviation from the CBG. As per para 5.16 of the CBG, respondent is required to take prior permission from the appropriate Commission prior to issuing of bid documents. No prior permission was taken, therefore any attempt by the respondent to avoid specific obligation of arranging fuel for the Project will be in violation of CBG apart from its being in violation of the very basis of bidding and would impinge upon the validity of bidding process and vitiate the sanctity of the bidding process.

4. The petitioners have also submitted regarding the requirement of coal and consequences arising out of shortfall in supply of coal. The total requirement of the coal to run the Project with 1400 MW capacity at Normative

Availability of 85% as per PPA is 6.68 mtpa. This requirement of 6.68 mtpa has been worked out on the basis of coal from Korba Coalfields of 80% normative yield in washing. In case of coal from Mand / Raigarh coalfield, the requirement of run of mine (RoM) coal for the Project would be 7.6 to 8.2 mtpa because normative yield in washing is around 65% to 70% from this coalfield. Coal linkage under LoA is only 5.55 mtpa (ACQ). This means that there is already a deficit of 1.13 mtpa coal for the Project even for running at 85% Availability. Under the Model FSA, CIL and its subsidiaries are under an obligation to supply only 80% of the ACQ without being liable to pay penalty. Consequently, SECL can fulfill its obligation under the Model FSA by supplying only 4.44 mtpa of coal inclusive of 15% imported coal. On this supply of coal, the Project could run at the Availability of 56.5%. The commercial feasibility of the entire Project was envisaged with target Availability of 85% and if it falls below 85%, the project would be running at loss and debt servicing would be at risk. Further operating the Project below 75% Availability would entail petitioner no.1 to bear penalty under the PPA and further fall of Availability below 65% could result into termination of the PPA. The petitioners have submitted that in the event the respondent fails to fulfill its obligation of arranging sufficient quantum of coal resulting in fall of generation capacity below Normative Availability of 85% for 1400 MW of the Project, the petitioner should be allowed deemed generation benefits and the petitioners should be entitled to payment of capacity charges from the respondent.

5. The petitioners have further submitted regarding issues with current Model FSA involving supply of imported coal and have submitted that the term fuel in the PPA is defined as “primary fuel used to generate electricity namely the domestic coal”. The imported coal can not be used unless consequential amendments (including impact on the operation of the Project) are made in the PPA. The Model FSA issued by CIL on 26.09.2012 envisages 80% of the ACQ which would include supply of imported coal to the extent of 15% of ACQ in years 2012-13, 2013-14 and 2014-15, 10% in year 2015-16 and 5% of ACQ from year 2016-17 onward. The option to receive or reject supply of imported coal has been completely left to the discretion of power project developer. In

case the petitioner no.1 agrees to use imported coal, it would be required to execute a separate tripartite agreement other than the Model FSA with CIL and SECL. In case the petitioner no.1 refuses to accept supply of imported coal, the quantity of the imported coal would be treated as deemed delivered quantity which is part of 80% of ACQ. As the surrendered quantity of imported coal would be construed to be deemed as delivered, the staggered penal obligations of CIL and its subsidiaries would lose its effectiveness to a large extent. Further, as the PPA approved by the Commission does not allow usage of imported coal, it is beyond legal capacity of the petitioner no.1 to decide as to whether it should go ahead and use imported coal or reject it. Accepting use of imported coal would be against the mandate of the PPA and not accepting the same would mean further lowering the PLF with considerable financial and commercial implications for the Project. Considering the problems associated with the current Model FSA issued by CIL on 26.09.2012, the petitioner no.1 wrote a letter dated 08.10.2012 to the respondent, being counter party in the PPA who has to pay the cost of imported coal. However the respondent refused to provide any direction and stated that any decision has to be taken by the petitioner No.1. Therefore the petitioner no.1 being purchaser under the Model FSA requires direction from the Commission as to whether it can go ahead and use imported coal or is it required to refuse delivery of imported coal for the Project.

6. The petitioners have also submitted that usage of imported coal would be costlier in comparison to domestic coal, therefore the Commission may direct necessary amendments in PPA in order to allow pass through of the cost of imported coal used for generating power. The petitioners have also submitted that usage of imported coal would result into the increase of capital cost of the Project on account of setting up an establishment for blending the domestic coal with imported coal, 'which was not envisaged for the Project'. The entire engineering of the Project has already been completed and the Project equipments are especially designed to operate primarily on domestic coal. This may lead to changes in operational / performance parameters including net heat rate of the Project as agreed in the PPA depending upon the quality /

specifications of the imported coal and may have impact on revenue model of the Project. The petitioner no.1 is required to be informed at the earliest if imported coal is to be utilized at the Project because creation of additional facilities for blending and making concomitant changes in project design would require substantial time and effort.

7. The petitioners have further stated the benefits associated with supply of domestic coal for the Project and have tabulated the effects of blending of imported coal in different percentages in the energy charges showing that energy charges would go up with higher use of imported coal. On the other hand, higher use of domestic coal upto 7.5 mtpa would result in achievement of higher availability and higher generation, as a result total average cost of generation would go down on account of the fixed cost getting spread over higher number of units of power, resulting in lower tariff. The petitioners have submitted that in view of benefits of using entirely domestic coal and disadvantages associated with usage of imported coal, it would be prudent to use the domestic coal from the 'Pachhware Central Coal Block' allocated to PSPCL / State of Punjab for usage at Rajpura Project. The petitioners have submitted that a revised mining plan for increase in production from 7 mtpa to 15 mtpa has been submitted for this coal block. This is based upon mineable reserves of the 'Pachhware Central Coal Block' having been revised from 289.13 million tons to 474.24 million tons. The Rajpura plant being the most efficient plant with the best Heat Rate in the State and entire power generated being exclusively for the State, should get commensurate preference for the supply of the coal from this coal block.

8. The petitioners have also submitted that CIL has instructed its subsidiaries including SECL to initiate signing of FSAs for the projects which would get commissioned before 31.03.2015 and are so listed in the compilation by the Central Electricity Authority (CEA). On account of erroneous detailing only Unit 1 of Rajpura Project figures in this compilation with commissioning shown in the year 2014-15, whereas the commissioning for Unit 2 of the Project has been recorded in year 2015-16 i.e. after 31.03.2015, whereas the

commissioning of Unit 1 and Unit 2 as per PPA is scheduled in January 2014 and May 2014 respectively. The omission to include Unit 2 in the list of the projects to be commissioned before 31.03.2015, implies that Unit 2 is not eligible for execution of FSA. This will have serious adverse implications on the progress of the Project particularly Unit 2 and the proposed coal washing and logistics facilities. The Commission, therefore, has been prayed to direct the respondent to approach appropriate authorities to ensure that Unit 2 which is expected to be commissioned well before 31.03.2015 is considered and allowed for signing of FSA.

9. The petitioners after reiterating their views in respect of impact of fuel supply on financial viability of the Project and alleged obligation of the respondents under the Bidding Documents, PPA, LoA and CBG to arrange requisite quantum of domestic coal to ensure that Project is at least operated at Normative Availability of 85%, have prayed to :

- (a) direct the respondent to specifically perform its obligation to provide effective and workable long term coal linkage to enable the Power Plant to achieve energy generation up to the Normative Availability under the PPA ;
- (b) in furtherance to prayer (a), but subject to technical constraints, direct usage of imported coal including (i) imported coal offered by CIL and SECL; and (ii) imported coal from other international markets; as well as domestic e-auction coal, for the Project to achieve the Normative Availability as per the PPA and also direct consequential amendments (including impact on the operation of the Project) in the PPA on account of using imported coal;
- (c) in furtherance to prayer (a), direct the respondent to take all requisite steps as mentioned in Para 31 to ensure supply of such quantum of coal from the Pachhwara Coal Block to the Project which would be sufficient to meet the shortfall in supply of coal under the FSA with SECL to ensure that the operation of the Project at Normative Availability under the PPA is not jeopardized;

- (d) in the event of short supply of coal resulting into fall of the Project's generation capacity below the Normative Availability in terms of the PPA, respondent should be directed to pay capacity charges for the shortfall in generation upto the Normative Availability;
- (e) direct the respondent to take all requisite steps as mentioned in para 29 to ensure that the FSA for Unit 2 which is expected to be commissioned well before 31.03.2015 is executed with SECL along with Unit 1 as per the current policies of the Ministry of Power, the Ministry of Coal and the CIL;
- (f) award cost in favour of the petitioner; and
- (g) pass such other and further orders / directions as the Commission may deem appropriate in the facts and circumstances of the case.

10. The petition was admitted vide Order dated 07.11.2012 and PSPCL was directed to file reply by 20.11.2012. PSPCL filed reply vide C.E/Thermal Design memo No.7405/DPT-56 dated 21.11.2012. The petition was heard on 27.11.2012 and both parties were directed to file written submissions by 03.12.2012 vide Order dated 30.11.2012. PSPCL filed written submissions vide C.E./Thermal Design memo No.7662/DPT-56 dated 03.12.2012. NPL, however prayed for time upto 14.12.2012 to file the same vide No.NPL/PSERC/56/002 dated 03.12.2012. NPL filed the same vide No.NPL/PSERC/56/005 dated 14.12.2012. After considering the written submissions filed by the parties, the Commission decided to close further hearing of the petition vide Order dated 18.12.2012. Order was reserved.

11 (i) PSPCL in its reply dated 21.11.2012 has submitted that the petition filed by the petitioners is an abuse of process of court. The petitioners are seeking decision of the Commission on assumptions and surmises. The issues raised in the petition have not been raised earlier by the petitioners. The Project was awarded to the petitioner no.2 pursuant to the competitive bidding process in terms of Case 2 of Competitive Bidding Guidelines notified by Government of India under Section 63 of the Electricity Act, 2003. As per bidding documents, it was provided that coal linkage for the generating station would be available,

which was made available to the prospective bidders during the bidding process. The obligation of the respondent was with regard to providing coal linkage and not for actual supply of coal. The petitioner no.2 is seeking to change the terms and conditions of the bid after having accepted the same.

(ii) PSPCL has also cited Order dated 03.10.2012 in Petition no.18 of 2012 passed by this Commission dealing with the issue of FSA to be signed by the petitioner no.1 to contend that as per this Order, petitioners are required to approach CIL and its subsidiaries for signing FSA and the supply of coal. The respondent is willing to assist in facilitating the execution of FSA without any legal obligation. In view of Order dated 03.10.2012 of the Commission, it is not open to the petitioners to again raise the same issues and seek adjudication of the Commission.

(iii) At present, it is for the petitioners to decide on the nature of the Fuel Supply Agreement to be signed based on the options, alternatives that may be offered by SECL. The petitioners are required to make efforts to get maximum possible quantum of domestic coal of the best quality as per LoA issued by SECL.

(iv) The extent of coal linkage available for the generating station was made known to all the prospective bidders. It was for the bidders to arrange their affairs accordingly. The petitioner no.2 can not take advantage of its own wrong or otherwise seek to change the bidding conditions to have any unjust gain at the cost of the respondent.

(v) In parawise reply to the petition, PSPCL has submitted that contents of the same are wrong, misconceived and have denied the same.

(vi) PSPCL has further submitted that contention or claim on the part of the petitioners on the Pachhwarra Central Coal Block of the respondent is also misconceived. The said coal block has been allotted for specific purpose and

coal from it can not be diverted. PSPCL has submitted that there is no merit in the petition and the same is liable to be dismissed.

12 (i) PSPCL has submitted in its written submissions dated 03.12.2012 that the principal contention of the NPL is that the arrangement of fuel i.e. domestic coal required for the Project is the primary responsibility of PSPCL and not that of NPL. PSPCL has submitted that this plea of NPL is patently erroneous and is without any merit in the light of the Order dated 03.10.2012 passed by the Commission in Petition No.18 of 2012 on the same / similar issues, especially in view of paras F and G of the Order. PSPCL has summarized its submission in para 8 of the ibid written submissions to the petition as under:-

- “8 (a) the parties, namely, both NPL and PSPCL are bound by the terms and conditions of the contract between the parties and such contract being in pursuance of a competitive bidding and selection of successful bidder need to be considered from the bidding documents. The PPA executed between the parties in pursuance of the bidding is the principal document;
- (b) The rights and obligations of PSPCL and NPL in regard to the performance of the contract are primarily to be taken from the PPA read with the related documents;
- (c) The PPA provides for an obligation on the part of NPL to generate and sell the contracted capacity at a consideration being Fixed and Variable Charges. The fuel cost is a part of the consideration to be recovered by NPL from PSPCL;
- (d) The PPA is not an agreement providing for NPL as a job worker or conversion agent where fuel will be made available by PSPCL to NPL and NPL will only act as a conversion agent;
- (e) The PPA terms are clear and unambiguous and does not provide for any obligation on the part of PSPCL to arrange coal for NPL to run the project. The bidding documents make reference to coal linkage from SECL for 5.55 mtpa and a letter of assurance given by SECL for 5.55 mtpa. The bidding was

held and after selection of successful bidder, the PPA was signed based on the above.

- (f) A reading of the PPA or the other bidding documents including RfP, RfQ etc. does not in any manner suggest that:-
 - (i) PSEB/PSPCL will continue to be responsible for the availability of coal from SECL on a continuous basis for the entire period of the PPA either to the extent of 5.55 mtpa or to any additional quantum of coal;
 - (ii) PSPCL will have to take the responsibility for the non-availability of coal from SECL to the extent of 5.55 mtpa or SECL proposing a Fuel Supply Agreement in modification of the coal linkage of 5.55 mtpa;
 - (iii) PSPCL shall arrange coal from any other sources; and
 - (iv) PSPCL should amend the PPA in any manner in the event of any issue on the coal supply by SECL.
- (g) The bidders were asked to participate in the competitive bidding with a clear stipulation of the coal linkage proposed by SECL of 5.55 mtpa. Though, the bidding documents enabled the bidder to bid for 10% more capacity in the power plant, there was no corresponding assurance of coal linkage being available for the increased capacity. The coal linkage of 5.55 mtpa was alone stipulated in the bidding documents;
- (h) In the circumstances, it is not correct that either the bidding documents or the PPA envisaged a continuous obligation on PSEB / PSPCL to make arrangements for any coal during the life time of the PPA”.

(ii) PSPCL has further submitted that circumstances leading to non-availability of coal are to be dealt in the manner provided under Article 12 or Article 13 of the PPA on account of ‘Force Majeure’ or ‘Change in Law’ respectively and consequences thereunder would follow depending upon the reason for non-availability of coal; whether the same is on account of ‘Force Majeure’ or it is on account of ‘Change of Law’. In case of ‘Force Majeure’,

there would be no liability of PSPCL. In case of 'Change of Law' read with the definition of the term 'law', the consequences provided for in Article 13 would apply. There was no need to amend PPA as these provisions are clear, unambiguous and specifically deals with the circumstances of 'Force Majeure' and 'Change in Law'. The risk and reward from any changes or event or circumstances not covered by the provisions of Articles 12 and 13 of the PPA are entirely to the account of NPL. This in effect is the essence of the competitive bidding process for selection of the Project developer in Case 2 bidding as well as Case 1 bidding. Apart from the foregoing, the variable cost payable under the PPA as approved by the Commission would be allowed in tariff to NPL. NPL is therefore required to take up aggressively with SECL for maximum quantum of coal availability from the linked domestic mines. PSPCL has submitted that petition is totally pre-mature at this stage. The petition has been filed as an after-thought following a similar petition filed by Talwandi Sabo Power Limited (TSPL).

(iii) PSPCL has further submitted that clause 1.7 of RfQ and definition of fuel in the PPA, clearly shows that there is no obligation on the part of PSPCL to be responsible on sustained basis to arrange the supply of coal of any specific quantum or quality or transportation of coal either from SECL or from other sources. The obligation of PSPCL was only to the extent that there was coal linkage of a specific quantum granted to the Project, which was fulfilled by PSPCL and no further or other obligation, whatsoever exists. The quantum of coal linkage was made known to all the bidders prior to the bid submissions. There was no further obligation cast upon PSPCL to provide coal linkage or otherwise arrange for coal.

(iv) Further, NPL is wrongly contending that under Case 2 Bidding the fuel is responsibility of the procurer i.e. PSPCL and that only in a Case 1 bidding the fuel is the responsibility of Project developer. This contention of NPL is not consistent with the CBG or bidding documents. The only difference between Case 1 and Case 2 bidding is that in Case 1 bidding, the Project site is not identified and in Case 2 bidding the Project site is identified and generally the

coal linkage is also identified. The entire Project site alongwith coal linkage is transferred and assigned to the developer. The Case 2 bidding does not mean that Project developer only puts the power plant and acts as a job worker or conversion agent.

(v) PSPCL has submitted that NPL had relied on the provisions of CBG and in particular clauses 2.2.3.1 (iii) (b) and 3.2 (iv) to contend that it was not made known to the bidders that they had to arrange for the fuel for the Project. PSPCL on the other hand has contended that in terms of bidding documents, the quantum of coal linkage available was made known to the bidders prior to the bid and the LoA has been issued by SECL for the said coal linkage of 5.55 mtpa. There was no further obligation on the part of PSPCL to provide any additional coal linkage. The bidders had to bid taking into account the same.

(vi) PSPCL has also submitted that NPL has wrongly referred to clause 2.7.1.4 of the RfP in support of its alleged contention that PSPCL is under an obligation to arrange fuel under Case-2 bidding. The said provision does not in any manner provide for any obligation on the procurer to arrange fuel. NPL is completely misreading the specifications and contents of clause 2.7.1.4 and the Financial Bid. Scenario 4 mentioned in the above clause states that in case where the fuel linkage is provided by the procurer, the bidder is to give net quoted heat rate in kCal/kWh without the requirement to give anything as to the escalable and non-escalable energy charges. The above does not mean that the fuel is the responsibility of the procurer of power. The above has an implication on the calculation of energy charges based on the actual coal used, its calorific value as fired viz-à-viz station heat rate. In fact, the above schedule clearly implies that the quantity and quality of coal would be as per the coal used recognizing that different grades of coal will have different characteristics even within the same grade of coal, calorific value of the coal differs widely and, therefore, what is relevant is the station heat rate. The quantum of coal required for achieving the design, station heat rate is the criteria for allowing the fuel cost. NPL is reading much into scenario-4 as if it imposes an obligation on the procurer to arrange the coal as indicated in the scenario itself. As detailed

herein above the only obligation of the procurer in scenario-4 is to arrange coal linkage. If the intention that scenario-4 was to provide for the procurer to give coal and the developer to be only a conversion agent, the same would have been specifically stated in the bidding documents. Accordingly, the entire basis of the claim of NPL on the basis of clause 2.7.1.4 of the RfP is without any merit.

(vii) Similarly the contention of NPL that PSPCL is required to arrange coal of the quantum required for generation of electricity of 1400 MW is baseless and without any merit. The bid was submitted with clear knowledge that the LoA was for 5.55 mtpa without raising any issue on the coal requirement for additional capacity of the plant to be set up. It is responsibility of NPL to arrange for the coal in excess of 5.55 mtpa and also to pursue the matter with SECL for the execution of the FSA in respect of even 5.55 mtpa. PSPCL will render all co-operation and assistance to maximize the availability of coal without any legal implication on PSPCL, in terms of Order dated 03.10.2012 passed by the Commission in Petition No.18 of 2012.

(viii) PSPCL has further submitted that the penalty clause under the FSA being triggered for non-supply upto 80% of ACQ would not mean that no supply of coal will be made by SECL above 80%. All the aspects sought to be raised by NPL are only speculative at this stage and can not be considered and adjudicated prior to the commissioning of the Project. These are to be considered if at all the same arise at the relevant stage in terms of the rights and obligations of the parties under the PPA. NPL is seeking advance ruling from the Commission on the basis of assumptions on the coal to be supplied by SECL.

(ix) PSPCL has submitted that it is for NPL to decide on the nature of the Fuel Supply Agreement to be signed based on the options, alternatives that may be offered by SECL. NPL is required to make efforts to get the maximum possible quantum of domestic coal of the best quality available as per the LoA given by SECL. Subject to the above, the consequences of non-availability of

FSA for the quantum of coal required for generation and supplying electricity of the capacity contracted with PSPCL, the modification to the Fuel Supply Agreement proposed by SECL, the need for import of coal or use of imported coal to be supplied by SECL and procurement of coal from other sources etc. have to be considered and adjudicated by the Commission as per the terms of the PPA as and when the situation arises.

(x) PSPCL has also submitted that the reliance of NPL on the PPAs executed for the Jhajjar and Anpara power stations are not relevant, as in the present case there is no need to amend PPA dated 18.01.2010 particularly when the Project has not even been constructed and commissioned by NPL.

(xi) The claim of NPL for diversion of the coal available from the Pachhwara captive coal block of PSPCL is misconceived. NPL can not seek any right against PSPCL for allocation of coal from its captive coal block which is meant for the other generating stations of PSPCL. PSPCL is required to manage its generating stations based on the best industry practice and planning as PSPCL has sought for and procured the captive coal block for its own generating stations in the State of Punjab. The alleged saving in costs as claimed by NPL by diversion of coal from the captive coal block of PSPCL to NPL are denied.

(xii) In the concluding paras of the written submissions, PSPCL has cited case law in support of its contention that there is no rationale and purpose in casting the obligation on PSPCL to arrange for coal for the project by implying any term in the bidding documents or the PPA as the Project is being established by the petitioners based on the conditions of the bid and the PPA. The Project was awarded to the petitioners on the basis of a competitive bidding and bidding documents and conditions were made known to all the bidders. The petitioners having accepted the bidding conditions can not now claim any additional privilege not provided in the bidding documents or otherwise claim any additional obligation on the part of PSPCL. The PPA recognizes 'Force Majeure' and 'Change in Law' to provide for consequences.

The parties have solemnly agreed to the terms of PPA. The bid was submitted by petitioner no.2 based on the bid documents. It is not open to the petitioners to seek relief on the ground that contract has become onerous to perform. The difficulty if any faced by NPL can not be a ground to release NPL from its obligations or otherwise to provide for an amendment to PPA. PSPCL has cited Judgements of the Hon'ble Supreme Court in following cases to support this contention;

- (a) Continental Construction Co. Ltd. v. State of Madhya Pradesh (1988) 3 SCC 82.
- (b) Transmission Corporation of Andhra Pradesh Ltd. & another v. Sai Renewable Power Private Limited and others, 2010 ELR (SC) 0697.
- (c) Alopi Parshad v. Union of India (1960) 2 SCR 793
- (d) Rajasthan State Mines & Minerals Ltd. v. Eastern Engg. Enterprises (1999) 9SCC 283
- (e) Travancore Devaswom Board v. Thanth International (2004) 13SCC 44

PSPCL has prayed that there is no merit in the petition and the same is liable to be dismissed.

13 (i) The petitioners in their written submissions dated 14.12.2012 have reiterated their contentions in the petition and have refuted certain alleged misconceived claims made by the respondent in its reply and during hearing on 27.11.2012. The petitioners have contended that the Competitive Bidding Framework of the Project does not get vitiated on account of usage of coal (domestic or imported) supplied by SECL / CIL or any other supplier. They have further submitted that regulatory power of the Commission extends to ensuring fair transfer price of fuel and have brought out the adverse implication of short supply of fuel on the viability of the Project.

(ii) The petitioners have argued that the use of 'Force-Majeure' and 'Change in Law' are not appropriate remedies in the present circumstances

and at this stage as these measures under the PPA can not ensure the increased supply of coal from any other source to bridge the deficit. Therefore it would be highly illogical and impractical to wait for the problem to arise after COD of the Project and then seek claim under 'Force Majeure' and 'Change in Law'. The decision regarding usage of imported coal can not be delayed any further and is required to be settled at the earliest and before commissioning of the Project.

(iii) The petitioners have further submitted in their written submissions that PPA can be amended and / or re-opened by the Commission in exercise of its regulatory power. The petitioners have mentioned the Opinion dated 07.08.2012 of the Attorney General of India to the Forum of Regulators in this regard. The petitioners have further quoted the Order dated 01.12.2012 of the Madhya Pradesh Electricity Regulatory Commission in M.P.Power Management Co. Ltd. Vs. PTC India Ltd. and Lanco Amarkantak Power Ltd. in Petition No.78/2012, in support of their argument. The petitioners have reiterated their prayer including allowing usage of imported coal offered by CIL / SECL under the LoA read with Model FSA and allow use of domestic coal from any other source, domestic e-auction coal and imported coal from other international markets; for the Project to achieve the Normative Availability as per the PPA.

14. Observations of the Commission:

(i) In the Request for Qualification (RfQ) dated 10.06.2009, the Special Purpose Vehicle (SPV) - Nabha Power Ltd. (NPL), a wholly owned company of Punjab State Electricity Board at that point of time, invited proposals to supply 1200 MW of power to the procurer at the generator switchyard bus-bar. The bidders could bid for any capacity within a range of 1080 MW to 1320 MW (Contracted Capacity). The bidders were informed of the fuel (coal) arrangements tied up through the Letter of Assurance (LoA) dated 11/18.12.2008 issued by South Eastern Coalfields Ltd. (SECL), a subsidiary of Coal India Ltd. (CIL).

- (ii) In the Request for Proposal (RfP), it was provided that LoA for long term coal linkage for supply of 5.5 MT coal per year (5.55 mtpa as per LoA) has been received from SECL. As per the petition, in the clarifications to bidders' queries on RfQ and RfP, the procurer informed that SECL will supply Grade F coal from Korba/Raigarh field with Gross Calorific Value (GCV) as 3900-4260 kCal/Kg, Ash content 35-40% along with other parameters for coal.
- (iii) In response to the RfP dated 10.06.2009, L&T Power Development Limited (LTPDL) (petitioner no. 2) submitted its bid for 1320 MW (2x660 MW) Power Project to be set up at the identified site at village Nalash, near Rajpura, District Patiala. The petitioners have stated that as per the bid format, the bidders were required to quote only the capacity charges and the Net Station Heat Rate (Net Quoted Heat Rate as per the RfP).
- (iv) Pursuant to the competitive bidding process, LTPDL was selected as the successful bidder and issued Letter of Intent (LoI) on 19.11.2009. The Share Purchase Agreement (SPA) for acquiring one hundred percent share holding of the SPV-NPL by LTPDL from the respondent (procurer) was executed on 18.01.2010 and the Power Purchase Agreement (PPA) was also signed between NPL as seller and the respondent as procurer on 18.01.2010.
- (v) The configuration of the Units was changed by the seller from 660 MW to 700 MW with contracted capacity of 1320 MW in terms of the Article 3.1.1A of the PPA, which was approved by the respondent vide its letter dated 13.04.2010 and the Commission was duly informed vide letter dated 10.06.2010 of the respondent.
- (vi) The LoA dated 11/18.12.2008 provisionally assured that SECL shall endeavour to supply 55,50,000 tonnes per annum (5.55 mtpa) of Grade F coal for 1200 MW power plant to be located at Rajpura from about December, 2012. The LoA further expressly clarified that in the event that the incremental coal supplies available with the Assurer

(SECL) are less than the incremental coal demand, the same shall be met through imported coal available with SECL and the parameters of the imported coal shall be specified by CIL.

- (vii) The petitioners have contended that the terms and conditions in the model Fuel Supply Agreement (FSA) presently being proposed by CIL and likely to be executed with SECL, deviate from the terms and conditions envisaged under the PPA read with terms and conditions of the LoA. As per the model FSA, SECL is assuring only 80% of Annual Contracted Quantity (ACQ) (5.55 mtpa) as mentioned in the LoA i.e. 4.44 mtpa with take or pay liability. As per model FSA, this 80% of ACQ would include certain percentage (15% in 2012-13 to 2014-15, 10% in 2015-16 and 5% from 2016-17 onwards) of imported coal component for which a separate side agreement would have to be signed.
- (viii) The petitioners have stated that discrepancies in the fuel arrangement for the Project in respect of the shortfall in supply of assured quantum (5.55 mtpa), requirement of additional quantum of coal sufficient for running of 1400 MW Project capacity at Normative Availability, problems on account of using imported coal, diversion of domestic coal from other sources allocated to respondent/State of Punjab, inclusion of washing charges in calculation of energy charges and accounting for loss of coal while washing were taken up continuously with the respondent in various letters on different occasions.
- (ix) With regard to arranging the fuel for the Project, the petitioners while citing various provisions in the Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees issued by the Ministry of Power, Government of India through Notification dated 19.01.2005 (Guidelines), RfP and PPA have emphasized that it is the respondent's obligation in the present case to arrange sufficient quantity of coal required for the Project capacity of

1400 MW in order to deliver the contracted capacity of 1320 MW to the respondent as per PPA.

- (x) As submitted in the petition, the New Coal Distribution Policy (NCDP) issued by Ministry of Coal, Govt. of India (MoC) on 18.10.2007 was the governing policy as on the date of bid submission and is still in force till date. The NCDP mandates a firm commitment on the part of the coal suppliers i.e. CIL or its subsidiaries (including SECL), to supply 100% of the normative coal requirement of the power projects.
- (xi) The petitioners have contended that 6.68 mtpa of coal will be required to run the Project at 85% Normative Availability whereas the coal linkage under the LoA issued for the Project by SECL is only for 5.55 mtpa meaning thereby that already there is a deficit of 1.13 mtpa of coal for the Project at 85 % Normative Availability. It has been submitted further that under the model FSA, CIL and its subsidiaries are under an obligation to supply 80% of the ACQ i.e. 4.44 mtpa including 15% imported coal thereby resulting in an overall deficit of 2.24 mtpa of coal with which the Project could run at 56.5% availability.
- (xii) The petitioners have contended that as per the definition in the PPA, 'Fuel' means primary fuel used to generate electricity namely, domestic coal and that the use of imported coal would result in increase of energy charges as well as the capital cost of the Project as the entire engineering for the Project has been completed and the Project equipments are specifically designed to operate primarily on domestic coal.
- (xiii) The petitioners have further contended that apart from and in alternate to the option of using imported coal, it would be appropriate to look for an alternative arrangement, to ensure steady supply of domestic coal for the entire requirement of the Project i.e. higher than 6.68 mtpa (85% PLF) upto 7.5 mtpa (95% PLF) resulting in additional benefits (as brought out in the petition) to the respondent/the State of Punjab for which the petitioners have proposed for allowing use of domestic coal

for the Project from the 'Pachhwara Central Coal Block' allocated to PSPCL/ State of Punjab for its thermal stations.

- (xiv) The petitioners have also submitted that due to erroneous detailing, only Unit 1 of the Project has been included in the list of the projects annexed with the Standing Linkage Committee (SLC) minutes dated 14.02.2012, which would get commissioned in 2014-15 i.e. before 31.03.2015, the date set by the SLC; however, Unit 2 of the Project which is scheduled for commissioning in May, 2014, has not been included in the said list and it implies that Unit 2 is not eligible for execution for FSA.
- (xv) The petitioners have further submitted that since the FSA is not signed, source of coal in SECL command area is not known which is also hampering the finalization of the washery contract. As contended, till the time washery is set up, which takes about 2.5 to 3 years, petitioner no.1 will be constrained, as a stop gap arrangement, to transport unwashed coal to the Project site and blend it with low ash coal. The petitioners have submitted and prayed (though not included in their Prayer of the petition) to the Commission to allow blending of unwashed coal provided by SECL with coal having low ash content.

15. Findings and Decision of the Commission:

After going through the petition, reply and written submissions filed by the petitioners and the respondent and hearing the parties, the Commission gives its findings and decision as under:

The Commission notes that LTPDL was selected as the successful bidder and issued LoI on 19.11.2009. Thereafter, the SPA was signed between LTPDL and the respondent effecting transfer of SPV - NPL from the respondent to LTPDL on 18.01.2010. On the same day, the PPA was signed between NPL as seller and the respondent as procurer for a contracted capacity of 1234.20 MW (2 Units of 617.10 MW each). This contracted capacity was enhanced to 1320 MW (2 Units of 660 MW each) in terms of

clause 3.1.1A of the PPA with gross capacity of the Project as 1400 MW (2x700 MW).

The Commission also notes that the LoA dated 11/18.12.2008, issued by SECL, was available to the bidders in the RfQ and RfP, both dated 10.06.2009. The said LoA provided for supply of 5.55 mtpa of Grade-F coal for the 1200 MW Project. Further, the details of the various parameters of the Grade-F coal and the sourcing mine(s) were also furnished by the respondent in response to the bidders' queries. The Commission further notes that in response to the invitation of proposal for 1200 MW Project capacity in the RfQ/RfP, where the bidders could submit their bids for any capacity within the range of 1080 MW to 1320 MW (1200 MW \pm 10%), LTPDL submitted its bid for 1320 MW.

The petitioners have contended that 5.55 mtpa of coal allocated as per the LoA was insufficient to run the 1400 MW Project and that 6.68 mtpa would be required to run the Project at a Plant Load Factor (PLF) of 85% and 7.5 mtpa at 95% PLF. The petitioners have prayed that the respondent be directed to arrange the coal linkage for achieving the energy generation upto the Normative Availability under the PPA, which is 85% at the delivery point on Contract Year basis.

The Commission is of the view that since LTPDL was in full knowledge of the quantity as well as quality/grade and even origin of coal allocated for the Project at the time of issuance of RfQ/RfP and submitted its bid for 1320 MW (enhanced to 1400 MW) of its own volition, it would be unfair to presume that the procurer (PSPCL) would provide allocation beyond the said quantum especially when there was no representation/assurance on this account by the procurer in the bid documents. Moreover, NPL signed the PPA on the same day of signing the SPA although there was no compulsion on this account. The Commission is of the opinion that having acquired NPL, in whose name the LoA was issued, with all its rights and obligations, the petitioners cannot now, after more than 33 months, put the entire responsibility of arranging the coal on the respondent. Accordingly, the

petitioners have to take action as required for arranging the coal quantity in excess of the coal linkage as per LoA for achieving energy generation as per PPA.

With regard to allowing usage of imported coal offered by CIL and SECL and imported coal from other international markets as well as domestic coal through e-auction or Pachhwarra Central Coal Block to run the Project as per PPA, the Commission notes that the PPA provides for use of domestic coal to generate electricity. The PPA further provides that payment of energy charges for a particular month are payable on the basis of the weighted average actual cost to the seller (NPL) of purchasing, transporting and unloading the coal most recently supplied to and at the Project before the beginning of that month expressed in Rs./MT in case of domestic coal. Since the energy charges are payable as a part of the tariff by the procurer to the seller and also since the payment for supply of coal is to be made by the seller to the coal supplier, it can be prudently inferred that after the signing of the SPA/transfer of SPV to the seller and signing of the PPA, further dealings with regard to arrangement of coal are required to be undertaken by the seller. Had the intention of the bidding documents been otherwise, obviously there was no need to include the component of energy charges in the tariff and payment of the same by the procurer to the seller as in that case the cost of coal would have been paid by the procurer directly to the coal supplier. The Commission is of the opinion that such an arrangement cannot be successfully operated for such a long period of the duration of the PPA which is 25 years. The Commission further notes that the LoA envisages the supply of coal from the mine(s) of SECL and in the event that incremental coal supplies available with SECL are less than the incremental coal demand, such incremental availability shall be distributed on pro-rata basis and the balance quantity of coal shall be met through imported coal available with SECL. With regard to the provision in the LoA for supply of imported coal, the Commission understands that occasionally imported coal available with SECL could also be supplied. It would be fairly prudent to presume that the payment for the said imported coal available with SECL and supplied against the bid

LoA is to be made by the seller/petitioner no.1 in Rs./MT meaning thereby that for all intents and purposes, the said supplies will be construed as domestic coal in terms of the PPA. The Commission notes that even though the LoA indicating the quantum and quality/grade of coal and other relevant information with respect to parameters of coal and its source/origin was available to LTPDL in the RfQ/RfP and in reply to bidder's queries, it did not raise the issue(s) earlier than filing this petition. On the basis of this information, the bidder, LTPDL, without raising any objection at the time of bidding, opted to bid for 1320 MW Project capacity. Also the PPA was signed by NPL with the respondent and the Project capacity was later enhanced to 1400 MW in terms of Article 3.1.1A of the PPA. In the light of the above, the Commission holds that it is for the petitioners to take appropriate decisions and actions relating to usage of imported coal offered by CIL and SECL. Similarly, with respect to issues relating to use of imported coal from other international markets as well as domestic e-auction coal for running its Project as per PPA, relevant decisions and actions are required to be taken by the petitioners and approach the Commission for approval as per terms of the PPA at the appropriate time, if required.

Also, the Commission holds that supply of imported coal as per LoA was known to LTPDL at the time of bid submission and accordingly the Commission is not convinced that the petitioners did not account for the same and would be technically constrained to use imported coal. More so, the petitioners in their written submissions have submitted that LoA and PPA are business/commercial contracts which are to be read and interpreted in a manner which effectuates a business meaning for business persons and provides efficacy to the contract. The harmonious reading of LoA and PPA leaves no doubt that use of imported coal was very much known to the petitioners and therefore the apprehension of the petitioners, that use of imported coal would result in additional capital cost with consequent increase in the capacity charges for the Project as also will have time implications, is not justified and hence not accepted.

Conclusively, the Commission holds that LoA and PPA are to be treated as one document/contract and followed/operated in tandem. Thus the Commission directs the petitioners to vigorously pursue the matter with all concerned Government authorities e.g. SECL, Coal India Ltd., Ministry of Coal, Ministry of Power and Central Electricity Authority etc. for maintaining the status quo with regard to the supply of the coal committed as per the LoA as also for additional allocation of coal required for running the plant as per PPA. On its part, PSPCL will fully co-ordinate and co-operate with the petitioners to pursue the matter at the highest level, with the State as well as Central Government to fulfill the assurance contained in the LoA. Similarly, PSPCL will also co-ordinate and co-operate with the petitioners to pursue the matter for getting additional allocation of coal to run the plant as per PPA.

As regards the submissions in the petition for directions for signing the FSA with SECL, the Commission's Order dated 03.10.2012 in petition no. 18 of 2012 may be referred to. With regard to allowing blending of unwashed coal with low ash content coal due to washery having not been setup because of non-signing of the FSA, the decision rests with the petitioners. Also, the Commission holds that use of coal from Pachhwara Coal Block cannot be considered in the absence of any agreement to this effect by the petitioners with the respondent.

As regards the prayer for allowing capacity charges to the petitioners, in the event of short supply of coal resulting into fall of the Project's generation capacity below the Normative Availability, the same would be as per the terms of the PPA.

As regards non-inclusion of Unit 2 in the list of Projects commissioning before 31.03.2015 annexed with the Standing Linkage Committee (SLC) minutes dated 14.02.2012, the petitioners are directed to take up the matter at their own level with concerned authorities and for which assistance will be provided by the respondent. The Commission notes that, as per the PPA, the scheduled date of commissioning of second Unit is 17.05.2014 and as per the petition, it is expected to be commissioned well before 31.03.2015. This fact

appears to have been missed out by the SLC and be pursued vigorously by the petitioners and PSPCL and the requisite correction got made forthwith.

The Commission notes that at this point of time, SECL is assuring to supply 80% of the ACQ of coal. The petitioners' apprehensions regarding not being able to operate the plant beyond a certain PLF are not entirely unfounded. A significant investment having been made by the developer in the Project, the respondent and the State Government have to, besides the developer, take up the matter with the quarters concerned for allocation and supply of adequate quantity/quality/grade of coal for the generating station to run successfully as per PPA.

The Commission is mandated to strive for maintaining a balance of the equities between the interests of the consumers, the distribution utility and the generators in the State. The Commission, therefore, holds that the remedies to the issues raised in the petition are duly covered under various Articles of the PPA, which is a comprehensive document, including the Force Majeure and Change in Law provisions. The petitioners are free to approach the competent authorities as per PPA having jurisdiction to adjudicate upon issue(s) at the appropriate time, as and when these arise.

Accordingly, the petition is disposed of without assigning any cost on either party.

Sd/-

(Gurinderjit Singh)
Member

Sd/-

(Virinder Singh)
Member

Sd/-

(Romila Dubey)
Chairperson

Chandigarh
Dated: 31.12.2012