

Before

UTTARAKHAND ELECTRICITY REGULATORY COMMISSION

In the matter of:

Application seeking prior approval of Uttarakhand Electricity Regulatory Commission on the Draft Power Purchase Agreement between Uttarakhand Power Corporation Limited and M/s Manikaran Power Limited, M/s Tata Power Trading Company Ltd. & M/s PTC India Ltd. for procuring Non-Solar RE Energy on short term basis.

In the matter of:

Uttarakhand Power Corporation Limited ... Petitioner

AND

In the matter of:

M/s. Tata Power Trading Company Ltd.

M/s PTC India Ltd.

M/s Manikaran Power Ltd. ... Respondents

CORAM

Shri Subhash Kumar Chairman

Date of Hearing: May 25, 2018

Date of Order: June 28, 2018

This Order relates to the Petition filed by Uttarakhand Power Corporation Ltd. (hereinafter referred to as "UPCL" or "Petitioner" or "Licensee") seeking approval of the Draft Power Purchase Agreement for procuring Non-Solar RE Energy on short term basis from M/s Manikaran Power Limited, M/s Tata Power Trading Company Ltd. & M/s PTC India Ltd.

1. Background, Petitioner's Submissions & Respondent's Comments

1.1. The Licensee under Section 86(1)(b) of the Electricity Act, 2003 and in accordance with Regulation 74(1) of the UERC (Terms and Conditions for Determination of Multi Year Tariff) Regulations, 2015, Regulation 39(3) of the UERC (Conduct of Business) Regulations,

2014, Regulation 9 of the UERC (Tariff and Other Terms for Supply of Electricity from Non-conventional and Renewable Energy Sources) Regulations, 2013 & Chapter-II of the Uttarakhand Electricity Regulatory Commission (Conduct of Business) Regulations, 2014 filed three separate Petitions dated 11.05.2018 seeking approval of the Commission on the Draft Power Purchase Agreements.

- 1.2. The aforesaid PPA's were being executed by UPCL for procurement of Non-Solar Renewable Energy on short term basis with M/s Manikaran Power Limited, M/s Tata Power Trading Company Ltd. & M/s PTC India Ltd. respectively.
- 1.3. The Petitioner submitted that it has fulfilled its RPO upto FY 2016-17, whereas for FY 2017-18 unmet non-solar & solar RPO is 128.78 MUs and 123.34 MUs respectively.
- 1.4. The Petitioner submitted that expected deficit for FY 2018-19 of non-solar & solar RPO is 191.00 MUs & 32.45 MUs respectively and, accordingly, expected total RPO deficit till FY 2018-19 for non-solar & solar is 161.23 MUs & 314.34 MUs respectively.
- 1.5. The Petitioner submitted that so as to fulfill the pending RPO compliances, it had floated a tender dated 09.02.2018 as per the following requirements:

Period	Source of energy	Quantum in MW
March-18	Non-Solar	75
April-18	Non-Solar	30
May-18	Non-Solar	30
Oct-18	Non-Solar	30
Nov-18	Non-Solar	30
Dec-18	Non-Solar	24

- 1.6. That after evaluation of the tenders, total 3 bidders namely M/s Manikaran Power Limited, M/s Tata Power Trading Company Ltd. & M/s PTC India Ltd. were selected as the successful bidder for supply of power during various months as detailed below.

M/s Manikaran Power Ltd.

Month	Quantum of power (MW)	Delivery Point	Source of power	Rate quoted at delivery point (Rs./kWh)
April-18	10	Uttarakhand State Periphery	Kanchanjunga Power Company Pvt. Ltd.	4.69

M/s Tata Power Trading Company Ltd.

Month	Quantum of power (MW)	Delivery Point	Source of power	Rate quoted at delivery point (Rs./kWh)
April-18	18	Uttarakhand State Periphery	Bhilangana Hydro Power Limited.	4.69
May-18	25			4.69
Oct-18	20			4.69
Nov-18	12			4.69
Dec-18	10			4.69

M/s PTC India Ltd.

Month	Quantum of power (MW)	Delivery Point	Source of power	Rate quoted at delivery point (Rs./kWh)
May-18	5	Uttarakhand State Periphery	Andhra Pradesh Power Co-ordination Committee	4.69
Oct-18	10			4.69
Nov-18	18			4.69
Dec-18	14			4.69

- 1.7. UPCL issued LoI dated 16.03.2018 to the aforesaid bidders on the rate and quantum as detailed in the above table. UPCL thereafter submitted the draft PPAs for approval of the Commission.
- 1.8. UPCL submitted that it desired to purchase the energy from the aforesaid bidders on the terms and conditions as agreed between both the parties as per the terms and condition laid down in draft Power Purchase Agreement. In this regard, UPCL also submitted a copy of the Draft Power Purchase Agreements to be entered with M/s Manikaran Power Limited, M/s Tata Power Trading Company Ltd. & M/s PTC India Ltd. respectively.
- 1.9. Meanwhile, M/s Tata Power Trading Company Ltd. (hereinafter referred to as "M/s TPTCL"), with respect to draft PPA for procurement of power by UPCL from them, submitted that as per LoI, M/s TPTCL shall supply power from source M/s Bhilangana Hydro Power Limited which is located in Uttarakhand and point of injection is Bhilangana III Ex-bus which is interconnected at Ghuttu-Ghansali Line which is further interconnected with Chamba line from where PTCUL transmission system starts.
- 1.10. M/s TPTCL submitted that metering points are available at Ghuttu and at Chamba and there is no metering arrangement at Ghansali, therefore, difference between meter reading at Ghuttu and at Chamba may be computed as a reference for line losses. Based on this reference, line losses of Ghuttu Ghansali transmission line may be established using the

pro-rata methodology as circuit km. is known for Ghuttu Ghansali line. Accordingly, energy at delivery point, i.e. Uttarakhand State periphery may be calculated after considering this estimated loss from energy injected at Ex-bus of Bhilangana Hydro Power Limited. M/s TPTCL also requested that instead of taking reading at two points every time twice a month for processing of bill, loss for line may be fixed once and, thereafter, these losses may be factored for processing of bill after joint meter readings at Ghuttu.

1.11. M/s TPTCL further requested that a direction may be given to UPCL for payment of the bills of M/s TPTCL on the basis of JMR at Ghuttu and line losses as determined may be adjusted from subsequent bills.

1.12. The submission made by M/s TPTCL was sent to UPCL and PTCUL for submitting their comments on the same. In response to the same UPCL vide its letter dated 30.05.2018 submitted that the methodology of fixation of losses as suggested by M/s TPTCL cannot be considered as the same contradicts with the terms and conditions of the bid document floated by UPCL wherein delivery point is specifically mentioned as Uttarakhand State periphery. UPCL further submitted that the fixation of line loss is not possible as the same is varying depending upon various parameters and, thus, cannot be fixed.

1.13. PTCUL also submitted its comments in the matter vide its letter dated 30.05.2018 submitted that the method of calculation of Line Losses for the processing of bills of UPCL may be considered as suggested by M/s TPTCL after due consultation with UPCL.

1.14. Further, PTCUL also submitted some additional facts/comments for consideration of the Commission, and the same has been summarized as follows:

- a) PTCUL submitted that as per the PPA dated 11th April, 2015, 01st October, 2015 and 16th March, 2016 between TPTCL and UPCL, at clause 3 it was stipulated that "*The HT Bus of BH-III is designated as the inter-connection point of BH-III with STU / PTCUL(also metering point).*" The Commission vide its Order dated 29.04.2013 (and subsequently confirmed by the Hon'ble APTEL vide its Order dated 29.11.2014) has provisionally held that the transmission cost of one circuit of Ghuttu-Ghansali STU transmission line (i.e. for FY 2015-16 is Rs. 1.59 Crore per year) shall be exclusively borne by BH-III. Since, the price is quoted at the interconnection point with STU, the cost of Ghuttu-Ghansali line as provisionally determined by the Commission vide its order dated 29.04.2013 and subsequent MYT Order of UERC dated 06.05.2013 shall

be borne by UPCL.

- b) PTCUL further submitted that, in effect of the above referred PPAs, M/s TPTCL has been raising invoices to UPCL as per clause 3 & 12 of the PPA dated 11.04.2015, 01.10.2015, and 16.03.2016 for the usage of the network i.e. 220 kV S/c Ghuttu-Ghansali line for sale of Non-Solar RE Power of BH-III Project. That UPCL has released payments for the period from May, 2015 to April, 2016. Moreover, PTCUL issued monthly Transmission Charges Invoices for the Network being solely used by M/s BHPL (i.e. 220 kV S/c Ghuttu-Ghansali line) as per Tariff Order dated 06.05.2013 for the control period 2013-14 to FY 2015-16, since the Commission vide its Tariff Order dated 05.04.2016 had not approved the ARR for BH-III-Ghansali Line for the Second Control Period from FY 2016-17 to FY 2018-19.
- c) PTCUL submitted that UPCL has released payment to M/s TPTCL for the period of May, 2015 to April, 2016 and also confirmed to PTCUL that UPCL was making regular payment of Transmission Charges to M/s TPTCL against the bills for Transmission Network being solely used by it from Oct, 2015 to March, 2016 until the tariff Order dated 11.04.2016 was issued by the Commission wherein it refused to fix the Tariff for BH-III to Ghansali line due to stay granted by the Hon'ble Supreme Court vide Order dated 12.10.2015 and after that no payment regarding above said network has been released by UPCL to TPTCL from the month of April, 2016 till date. PTCUL further submitted that, as per the PPA signed between TPTCL and UPCL, for sale of Non-solar RE Power from the source of BHPL-III to UPCL on short term basis for the period from April, 2017 to March, 2018, the clause regarding liability for payment of Transmission Charges for the 220kV Ghuttu-Ghansali Line has been removed and it appears that M/s TPTCL is in hidden form in its bills recovering the same from UPCL in the form of increased Tariff for sale of Electricity.
- d) PTCUL further submitted that TPTCL is availing the facility of the Transmission network of PTCUL for sale of RE Power from source BH-III, without having an Open Access in line with Chapter 4 of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015. Further, since the drawl and injection point is in the intra-state transmission system therefore in case of MTOA (Medium Term Open Access), STU (i.e. PTCUL) is the Nodal Agency for application processing of Open Access, but

TPTCL has never applied for the Open Access either to STU or SLDC (in case of STOA) although it is selling RE Power from the source BH-III to UPCL since April'2015 till date.

- e) PTCUL further submitted that M/S TPTCL, an interstate trading licensee, in line with the UERC, (Terms and conditions for Intra State Open Access), Regulations, 2015, should have applied for Open Access as per Regulation 14(2), Chapter 4 i.e. "procedure for medium term Open Access" without involving inter-state transmission system or Regulation 15(2), Chapter 4 i.e. "Procedure for short term Open Access" without involving inter-state transmission system, as the case may be. Instead, M/s TPTCL is availing the benefits prescribed for RE Based Generating Stations in the UERC (Tariff and other Terms for Supply of Electricity from Renewable Energy Sources and Non-Fossil fuel based Co- Generating Stations) Regulations, 2013. PTCUL submitted that in the instant case, it is not the RE generator directly selling power to UPCL, but selling it through a Power Trader. Also, it is pertinent to mention that M/s TPTCL is using a line which was being dedicatedly utilized by M/s BHPL, and should have paid Open Access Charges for the said network, proper permission should have been sought from the STU, whose transmission system it is using. This clause should be appropriately included in PPA to properly address the issue. PTCUL also submitted that, above said Regulations has been applied earlier also while drafting PPA signed between UPCL and M/s TPTCL and clause 3 of the PPA dated 11th April 2015, 01st October, 2015 and 16th May, 2016 between the two is a reciprocation of the same and the liability of payment of transmission charges for the network used solely by UPCL, i.e. 220 kV S/c Ghuttu (BH-III)- Ghansali Line is fixed to be borne by UPCL only.
- f) PTCUL further submitted that, M/s TPTCL entered into a PPA with UPCL for the period from April, 2017 to 31st March, 2018 wherein at clause 2 (Tariff Structure and Delivery Point) it is stipulated that *"Up to Delivery Point: All Open Access Charges up to the Delivery Point (Uttarakhand State Periphery / STU shall be the delivery point) including PoC Injection Charges & Losses, Transmission Charges & Losses or any other charges as amended from time may be applicable and shall be borne by TPTCL....."*.

Further, at clause 5 (Open Access) of the PPA it is stated that *"The energy*

shall be scheduled and dispatched as per the relevant provisions of CERC Regulations currently applicable (inclusive of all the amendments till date) and current Procedures for reservation of Transmission Corridor for Short Term Open Access Customers. TPTCL shall book the Transmission Corridor well in advance as per IEGC after making advance payment to the nodal RLDC in case of Inter State Transmission of Power towards Open Access Charges in full."

In view of the abovementioned clauses, it is clear that M/s TPTCL was required to sell Non-Solar RE Power to UPCL under Short Term Open Access under the current procedures for reservation of Transmission Corridor for Short Term Open Access (STOA) Customers but no concurrence/ NOC has been taken by M/s TPTCL from SLDC which is the Nodal Agency in this case. In this regard PTCUL requested before the Commission that clarity is required on the Regulation 38 of UERC (Tariff and other Terms for Supply of Electricity from Renewable Energy Sources and non-fossil fuel based Co-generating Stations) Regulations, 2013 and presently Regulation 40 of draft UERC (Tariff and other Terms for supply of Electricity from Renewable Energy Sources and non-fossil fuel based co-generating station) Regulations, 2018 in the context of its applicability in the present case when the sale of RE Power from source BH-III HEP is through a trader, i.e. M/s TPTCL and whether M/s TPTCL is in breach of Law as per the Chapter 4 of UERC (Terms and Conditions of Intra-State Open Access) Regulations, 2015.

- g) PTCUL further submitted that, UPCL again signed PPA with M/s TPTCL for purchasing RE Power from M/s BHPL on dated 19th August, 2017 for the period 01.04.2017 to 31.03.2018. In the above said PPA, at clause 2, i.e. Tariff Structure and Delivery point, it is mentioned that; *"Up to Delivery Point: All Open Access Charges up to the Delivery Point (Uttarakhand State Periphery / STU shall be the delivery point) including PoC Injection Charges & Losses, Transmission Charges & Losses or any other charges as amended from time to time may be applicable and shall be borne by TPTCL....."*

From the above referred clause of the PPA it is evident that it is agreed between the parties (UPCL & TPTCL) that the applicability of payment of all Open Access Charges upto delivery point shall be borne by TPTCL. Further, clause 5 i.e. Open Access of the PPA provides that the relevant provisions of the CERC

Regulations will be applicable for scheduled and dispatch of the energy. Accordingly, PTCUL requested before the Commission that above said clauses of the PPA is contrary to UERC (Terms and conditions of the Intra-State Open Access) Regulations, 2015. As per UERC, (Terms and conditions for Intra State Open Access), Regulations, 2015, if the injection and drawl point lies within the state then the same will fall under the category of Intra State Open Access in line with the Chapter 4 of UERC (Terms and Conditions for Intra State Open Access), Regulations, 2015.

- h) PTCUL further submitted that, neither the Generator (M/s BHPL) nor the Trader M/s TPTCL has sought Open Access from STU (MTOA) or SLDC (STOA) in this case and thus escapes from the liability to pay the Transmission Charges for using the State Network, thereby M/s TPTCL was availing the benefits of RE Generators as per the Regulation 38 of UERC, RE Regulations, 2013.
- i) In light of above stated facts, PTCUL requested the Commission to consider the following before prior approval of Power Purchase Agreement (PPA): -
- a. Direction be issued to M/s TPTCL to release payment of Ghuttu-Ghansali line from Oct, 2015 to Mar, 2016 to PTCUL in compliance to Hon'ble Supreme Court of India Order dated 10.05.2018.
 - b. Direction may be issued to UPCL/TPTCL to release payment of Apr-16 to Mar-17 and from Apr-17 to Apr-18 and onwards to PTCUL directly.
 - c. To issue/ clarify whether this case will come under the ambit of UERC (Terms and conditions for Intra State Open Access), Regulations, 2010/15 or CERC Open Access Regulations.
 - d. If the matter falls under ambit of UERC (Terms and conditions for Intra State Open Access), Regulations, 2010/15 then direct the Generator/Trader to seek open access from the STU/SLDC as the case may be and to pay applicable open access charges.
 - e. To issue necessary directions in light with past PPA executed between UPCL and M/s TPTCL and any other direction which the Commission considers to be deemed fit in the final or interim instant case.
 - f. Direction may be issued to M/s TPTCL to seek Open Access and also to pay

Open Access Charges for IaSTS to PTCUL.

- 1.15. M/s TPTCL vide its letter dated 11.06.2018 filed its rejoinder on the comments filed by UPCL and PTCUL stating that the Petitioner has merely refused to accept the methodology of fixation of losses as suggested by them. The Respondent further submitted that as per para 16 of the UERC Order dated 29th April, 2013, 220 kV GIS substation at Ghansali, 220 kV SIC Chamba -Ghansali line and 01 No. bay at 220 kV substation Chamba was declared a part of system strengthening works of the transmission licensee and cost of these works, therefore, was required to be included in the overall ARR of Transmission Licensee to be recovered from distribution licensee of the state. Accordingly, the losses from Ghansali to Chamba should not be loaded on M/s TPTCL.
- 1.16. M/s TPTCL submitted that a 220 KV sub-station at Ghansali was supposed to be developed by PTCUL. However, the said sub-station has not been constructed till date. Had this been carried out by PTCUL, the metering arrangement would have been placed at Ghansali. Accordingly, M/s TPTCL (Bhilangana III) must not be penalized by loading line losses of Ghansali - Chamba line, for delay on the part of PTCUL in developing the Sub-Station at Ghansali. In view of above, delivery point defined as Uttarkhand State periphery must be at Ghansali and accordingly, line losses need to be segregated for Ghutti-Ghansali leg and Ghansali-Chamba leg of transmission line.
- 1.17. M/s TPTCL submitted that the Transmission charges of Ghuttu Ghansali line are to be paid by Generator, BHPL and the payment to PTCUL towards transmission charges of Ghuttu Ghansali line for the months of April 2018 and May 2018 must have already been made.
- 1.18. M/s TPTCL further submitted that in reference to PTCUL's submission regarding applicability of Open Access for supply of power from Renewable Energy source, i.e. Bhilanagana Hydro Power Limited to UPCL, M/s TPTCL/BHPL is not required to apply for Open Access application based on Clause 11 of PPAs signed with UPCL on 11th April 2015, 1st Oct, 2015 and 16th March, 2016 which were duly approved by the Commission. The relevant para of Clause-11 is reproduced below:

“Scheduling Procedure: Since the energy accounting shall be as per the relevant provision of UERC (Tariff and Other Terms for Supply of Electricity from Renewable Energy Sources and non- fossil fuel based Co-generating Stations) Regulation, 2013 based on Joint Meter Reading (JMR),

scheduling would not be applicable. However, TPTCL shall provide a tentative schedule to SLDC to facilitate planning. "

It was further submitted that Open Access charges wherever applicable are applicable in Inter-State supply of power and the same do not apply for Intra-State supply (Bhilangana to the Petitioner) of power.

- 1.19. M/s TPTCL further submitted that, booking of Open Access and Scheduling of power from Bhilangana SHP was not applicable in the earlier PPAs for the period FY 2015- 16, FY 2016-17 and FY 2017-18 finally approved by the Commission. In view of the same, M/s TPTCL requested before the Commission for deletion of the requirement of booking of transmission corridor and scheduling from clause 5 & Clause 6 of the draft PPA for the supply of power in FY 2018-19.
- 1.20. The Commission also held a hearing in the matter on 25.05.2018. Petitioner's submission, Respondent's reply and the Commission's views on the same is discussed in the subsequent paras.

2. Commission's Views & Decisions

2.1. Legal Requirement for approval of PPA

- 2.1.1. A PPA is a legal document incorporating operational, technical & commercial provisions to be complied in accordance with the relevant rules & regulations.
- 2.1.2. Section 86(1)(b) of the Electricity Act, 2003 stipulates that one of the function of the Commission is to regulate electricity purchase and procurement process of the distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State.
- 2.1.3. Further, the Distribution and Retail Supply License issued by the Commission lays down certain conditions of license, which amongst others also has the following:

"5.1 The Licensee shall be entitled to:

(a) ...

(b) Purchase, import or otherwise acquire electricity from any generating company or any other person under Power Purchase Agreements or procurement process approved

by the Commission;

...”

(Emphasis added)

2.1.4. Regulation 39 of UERC (Conduct of Business) Regulations, 2014 specifies as under:

“(1) The distribution licensee shall file with the Commission in complete form copies of all Power Purchase Agreements already entered into by it.

(2) The distribution licensee to establish to the satisfaction of the Commission that the purchase of power by it is under a transparent power purchase procurement process and is economical and the power is necessary to meet its service obligation.

(3) The Distribution licensee shall apply to the Commission for approval of the draft Power Purchase agreement that it proposes to enter into with the suppliers. The Commission may pass orders:

(a) Approving the agreement; or

(b) Approving the agreement with modifications proposed to the terms of the agreement; or

(c) Rejecting the agreement.

....”

2.1.5. In accordance with the RE Regulations, 2013 licensee is required to comply with the renewable purchase obligation as provided in the Regulations.

2.1.6. Ministry of Power vide its notification dated 30.03.2016 issued “Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process”. Clause 4.1 of these guidelines provides that:

*“The Procurer(s) shall procure short term power **as per the plan approved by Appropriate Commission or appropriate body** as may have been constituted for the purpose by the Appropriate Commission. In such case the Distribution Licensees will intimate about the initiation of the procurement process to the Appropriate Commission.”*

In addition, Regulation 72 & 73 of the UERC (Terms and Conditions for Determination of Multi Year Tariff) Regulations, 2015 also provide for preparation of power procurement plan and approval of the same by the Commission.

2.1.7. Clause 11.4 of the MoP guidelines provides that:

“If the quantum of power procured and tariff determined are within the blanket approval granted by the Appropriate Commission in Annual Revenue Requirement (ARR) of the respective year, then the same will be considered to have been adopted by the Appropriate Commission.”

The Commission while approving UPCL’s power purchases in its Tariff Order dated 21.03.2018 has specified the ceiling rate for procurement of non-solar power in respect of UPCL’s RPO compliances as Rs. 4.75 per unit.

- 2.1.8. Since the rate of short-term non-solar RE as being procured from M/s Manikaran Power Limited, M/s Tata Power Trading Company Ltd., & M/s PTC India Ltd., as submitted by the Petitioner, are within the specified limits in terms of per unit cost. Hence, in accordance with the above condition of the MoP guidelines, the same is being considered and adopted by the Commission.
- 2.1.9. Further, with regard to the submissions made by PTCUL, the Commission is of the view that the issues raised by PTCUL relates to the earlier short term PPAs entered into by UPCL with the trader:
- a. Release of payment of Ghuttu-Ghansali line from Oct, 2015 to April, 2018,
 - b. issuance of necessary directions in light of the past PPA executed between UPCL and M/s TPTCL;
 - c. Clarification whether this case will come under the ambit of UERC (Terms and conditions for Intra State Open Access), Regulations, 2010/15 or CERC Open Access Regulations and if it falls under ambit of UERC (Terms and conditions for Intra State Open Access), Regulations, 2010/15 then direct the Generator/Trader to seek open access from the STU/SLDC as the case may be and to pay applicable open access charges.
- 2.1.10. The Commission had vide its Order dated May 06, 2013 determined the transmission charges of 220 kV Bhilangana-III to Ghansali line which was to be paid by the Bhilangana-III SHP for FY 2011-12 to FY 2015-16. The said matter was challenged in Hon’ble ATE wherein the Order of the Commission was upheld by the Hon’ble ATE. The generator thereafter challenged the Judgment of Hon’ble ATE before Hon’ble Supreme Court wherein Hon’ble Supreme Court vide its Judgment dated May 10,

2018 rejected the Appeal of Bhilangana-III as devoid of merits. However, the generator was given the liberty to approach CERC within three months to establish that the said line was interstate and after establishing the same CERC was at liberty to modify the current charges which are to be treated as provisional till then. However, if the generator does not appear CERC, the charges determined by this Commission were to be treated as final. Accordingly, as per the Order of the Hon'ble apex Court, till modification of the charges determined by this Commission by CERC, the charges as approved will continue to be applicable on provisional basis and PTCUL is entitled to recover the same. However, the current Petition relates to approval of the short term PPA, PTCUL is advised to approach the Commission separately if it has any grievance in the matter.

2.1.11. Further, the short term tender was floated by UPCL for supply of RE power at the State periphery and the generator from which power will be sourced by M/s TPTCL is located in the State of Uttarakhand at a dedicated 220 kV Bhilangana-III to Ghansali line, therefore, all the charges and losses till Ghansali will have to be borne by M/s TPTCL in accordance with the Open Access Regulations as well as RE Regulations, 2013. A 220 kV sub-station was proposed at Ghansali by PTCUL, however, due to its inefficiency the commissioning of the sub-station has got delayed and work on the same has not yet been started. Had the sub-station been erected, the power from M/s TPTCL would have been received at 220 kV substation at Ghansali and input energy would have been metered therein as the same would have been the delivery point as per the PPA. However, the trader cannot be penalized by asking it to bear the losses till 220 Chamba S/s, where the 220 kV line from Bhilangana-III is interconnected. UPCL's submission in this regard is also in contradiction to the bid document. Hence, as proposed by M/s TPTCL and agreed upon by PTCUL, the Commission directs M/s TPTCL, PTCUL and UPCL to sit jointly and work out the methodology for computation of line losses considering the deemed delivery point at Ghansali and submit the report within 2 weeks of the date of Order.

2.1.12. The draft PPA has been examined which is in accordance with the Regulations. However, compliance of the guidelines issued by the MoP and the Regulations is mandatory for all short-term procurements of power by the Petitioner in future.

2.1.13. Ordered accordingly.

(Subhash Kumar)
Chairman