

**BEFORE THE HIMACHAL PRADESH ELECTRICITY REGULATORY
COMMISSION, SHIMLA**

Filling No 167/2019

Petition No-

IN THE MATTER OF

FILLING OF MYT PETITION FOR APPROVAL OF CAPITAL COST AND DETERMINATION OF
TARIFF FOR FY 2016-17 TO FY 2023-24 OF 220KV D/C KASHANG BHABA TRANSMISSION
LINE OF HIMANCHAL PRADESH TRANSMISSION CORPORATION LTD. (HPPTCL) UNDER
THE HIMANCHAL PRADESH ELECTRICITY REGULATORY COMMISSION (MULTI YEAR
TARIFF) REGULATIONS AND ITS AMENDMENTS THEREOF AND UNDER SECTION 62 READ
WITH SECTION 86 OF THE ELECTRICITY ACT 2003

AND IN THE MATTER OF

HIMACHAL PRADESH POWER TRANSMISSION CORPORATION LIMITED, HIMFED
BHAWAN, PANJARI, SHIMLA-171005.

.....PETITIONER

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DATED: 27.01.2020
SHIMLA

FILLED BY 
{DGM (C&M)}
HPPTCL, Shimla-171005.

BEFORE THE HIMACHAL PRADESH ELECTRICITY REGULATORY COMMISSION, SHIMLA

Filing No- 167/ 2019

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IN THE MATTER OF

**FILLING OF MYT PETITION FOR APPROVAL OF CAPITAL COST AND DETERMINATION OF
TARIFF FOR FY 2016-17 TO FY 2023-24 OF 220KV D/C KASHANG BHABA TRANSMISSION
LINE OF HIMANCHAL PRADESH TRANSMISSION CORPORATION LTD. (HPPTCL) UNDER
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WITH SECTION 86 OF THE ELECTRICITY ACT 2003**

AND IN THE MATTER OF

**HIMACHAL PRADESH POWER TRANSMISSION CORPORATION LIMITED, HIMFED
BHAWAN, PANJARI, BELOW OLD MLA QUARTER, SHIMLA -171005**

PETITIONER

**Reply on behalf on the Petitioner to the Data gaps raised by the Hon'ble Commission vide
letter dated 13.01.2020**

Respectfully Showeth:

- I. That the Petitioner has filed the above titled Petition for approval of Capital Cost and
determination of tariff for the period from COD to FY 2023-24 for 220 kV D/C
Kashang Bhabha Transmission line.**
- II. That the Petitioner vide its letter dated 04.11.2019 had submitted detailed replies to
the queries sought by the Hon'ble Commission vide its letter dated 14.11.2019.**
- III. That vide letter dated 13.01.2020 the Hon'ble Commission has raised certain
additional data gaps to be replied by the Petitioner.**
- IV. That the Petitioner do hereby humbly submit the point wise reply to the data gaps
raised by the Hon'ble Commission as under:**

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- 1) **Certificate of Commissioning from competent agency for 220kV D/C Kashang Bhaba Transmission line is required to be provided.**

Reply: It is submitted that as per the HPERC Tariff Regulations, COD of a transmission element is defined as the date declared by transmission licensee from which the transmission asset is in regular operation after successful charging and trial operation. Accordingly, please find the attached work completion certificate certifying the completion of work on 31.05.2016. Thereafter, the transmission line was charged on 01.06.2016. However, since the Kashnag HEP was commissioned on 29.08.2016, evacuation of power began from its commission date. Copy of the correspondence from SLDC for intimation of Kashang HEP power evacuation is attached as **Annexure-1**. Therefore, it is requested to the Hon'ble Commission to approved the COD of Kashang Bhaba as 01.06.2016.

- 2) **In reply to query-1, regarding submission of Auditor's Certificate, reference of Audited Accounts of HPPTCL for FY 2016-17 has only been provided. It is required to submit the Auditor's certificate with respect to the cost of each element of the project as on date of commissioning.**

Reply: It is humbly submitted that the Petitioner has submitted the audited annual accounts of the Petitioner for FY 2016-17, wherein the information with respect to cost of each asset of the Petitioner is mentioned separately in CWIP statement (Page No. 30 and 31). The same is being attached as **Annexure-2**. It is further submitted that the Petitioner is in the process of preparation of Auditor Certificate with respect of cost of each element of the project as on date of commissioning and shall submit the same shortly.

- 3) **In reply to query-1, it has been mentioned that HPPTCL has initiated the process for obtaining NRPC certificate. It is required to provide status of approval and copy of application submitted in this regard.**

Reply: It is humbly submitted that the Petitioner has developed a dedicated transmission line from Kashang to Bhabha to evacuate power generated from Kashang HEP. Further, the instant asset terminates at Wangtoo substation only which is part of the STU network only, therefore the said asset shall not be incidental to POC mechanism and as per the MoU dated 06.04.2009, all the charges pertaining to the instant asset is to be borne by HPPCL only as the same

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is a dedicated transmission line. Therefore, NRPC Certificate for the instant asset is not required.

- 4) It has been mentioned that work to the tune of Rs. 66.08 Cr. has already been executed by HPSEBL prior to the transfer of scheme. It is required to provide the following details/ justification in this regard:

a. Break up of Rs. 49.20 Crore incurred by HPSEBL towards work

Reply: It is humbly submitted that year wise breakup of the amount Rs. 66.08 Crore under different heads has already been provided in Annexure 1 to the Petition. Further, the construction bills available with HPPTCL in this regard under the names Supply RA Bills, Civil RA bills, Payment to Forest Department and Expenses toward Survey as provided by HPSEBL are attached as Annexure 3.

b. Clarification with respect to Prorate Share of Rs 4.81 Cr. along with any supporting document

Reply: It is submitted that from the information made available by HPSEBL it observed that the total expenditure of Rs. 66.08 Crore also includes an amount of Rs. 4.81 Crore, which is earmarked towards the prorate share and includes the payments made to Head office and Establishment expenses on account of Divisional Office. The details available with the Petitioner in this regard as provided by HSPEBL are enclosed as Annexure 4

c. Detailed working of IDC of Rs. 10.35 Cr.

Reply: It is submitted that detailed working of IDC is not available with the Petitioner. However, the detail of the IDC provided by HPSEBL as part of expenditure of Rs. 66.08 Crore is attached as Annexure-5 Therefore; it is requested to the Hon'ble Commission to condone non-submission of the required documents.

d. Reason for cost escalation from Rs. 24 Cr. in DPR to Rs. 66.08 Cr. incurred by HPSEBL

Reply: It is humbly submitted that as the work to the tune of Rs. 66.08 Crore was completed by HPSEBL, the required information is not available with HPPTCL. However, it is submitted that from the documents provided by HPSEBL it can be inferred that the DPR cost of Rs. 24 Crore was further revised by HPSEBL to Rs. 63.96 Crore (excluding Contingency, IDC and departmental charges) is attached as Annexure -6 before awarding the

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contract to M/s Jyoti, .It is submitted that Rs 20.68 Crore is actual expenditure incurred against the revised estimate amounting to Rs 24.05 Crore for the supply of Material. Rs10.14 Crore incurred against Rs 13.78 Crore for Civil Work. Rs 20.51 Crore in incurred against Rs.20.17 Crore for payment of compensation for forest, land and trees further Rs 5.9 Crore is actual expenditure against Establishment and Rs 10.41Crore against Contingency .

e. Difference in project cost with turnkey cost of Rs 24.05 Cr. awarded to M/s Jyoti

Reply: It is humbly submitted that the total award cost to M/s Jyoti Structures Ltd. was Rs. 36.39 Crore inclusive of cost for contracts pertaining to Supply, Erection and Commissioning. It is submitted that this award cost is exclusive of the contingency cost, IDC and departmental charges. The same is attached as Annexure 7.

It is submitted that as on COD of the project, actual capital cost is Rs. 86.99 Crore, which includes aforesaid cost of Rs. 66.08 Crore completed by HPSEBL and Rs. 14.73 Crore towards payment of pending liabilities of HPSEBL and Rs. 6.18 Crore towards damages occurred due to heavy rainfall and snowfall, which was beyond the control of the Petitioner. The details of such cost were already submitted to the Hon'ble Commission in Section 4.5 of the Petition. Therefore, it is requested to the Hon'ble Commission to approve the project cost of Rs. 86.99 Crore as claimed in the Petition.

f. Copy of invoices cleared towards work executed by the contractor during HPSEBL tenure

Reply: Copy of invoices as made available by HPSEBL is already attached as Annexure 3 of reply.

5) An expenditure of Rs. 14.73 Cr. upto October 2013 towards clearing the Pending liabilities has been claimed. It is required to provide the following details:

a. Clarity on interest on loan paid to HPPCL by HPPTCL along with details of loan

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Reply: It is submitted that initially a MoU was signed between HPPCL and HPPTCL for arrangement of loan, however, the same was receded due to non-requirement of additional funds from outside agency and therefore there was no interest on loan paid by the Petitioner to HPPCL.

b. Explanation on below cost heads:

Reply: The expenditure incurred under the below cost heads as per the format specified by the Hon'ble Commission is as follows:

Sr. No	Cost Head	Actual Expenditure Year	Amount (Rs. Lakh)	Nature of Cost
1	Excavation of pits benching works and cutting works etc.	2008-09	13.58	Civil Works
		2009-10	6.40	
		2010-11	13.81	
		2011-12	1.63	
		2012-13	30.58	
		2013-14	15.23	
		Total	81.23	
2	Material Supply	2008-09	63.22	Hardware
		2009-10	74.70	
		2010-11	2.57	
		2011-12	3.49	
		2012-13	2.79	
		2013-14	7.82	
		Total	154.59	
3	Retaining Wall Expense	2008-09	143.98	Civil Works
		2009-10	164.86	
		2010-11	83.18	
		2011-12	18.11	
		Total	410.14	
4	Breast Wall expense	2008-09	28.72	Civil Works
		2009-10	33.55	
		2010-11	13.26	
		2011-12	0.00	
		2012-13	57.23	
		Total	132.76	
5	Road Expense Jeep able road Pangi to Kasan	2009-10	13.32	Civil Works

c. The HPPTCL has availed interest free loan from HPSEBL amounted to Rs. 66.0 Cr. for Kashang Bhaba line. Adequate document/ Agreement/ correspondence in this regard is required to be furnished.

Reply: It is submitted the HPPTCL and HPSEBL in its meeting dated 06.12.2017 had agreed (under Agenda-14) that the HPPTCL will not be liable to pay interest on the expenditure amounting to Rs. 66.08 Crore incurred by

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HPSEBL. The Minutes of Meeting dated 08.12.2017 for meeting held on 06.12.2017 between HPPTCL and HPSEBL is attached as Annexure-8.

- d. As per Audit certificate submitted in respect of Kashang Bhaba line dated 30.09.2019, HPSEBL has availed Rs. 30 Cr. loan against sanction amount of Rs. 200 Cr. for project which includes Kashang Bhaba Transmission line. A detailed justification in this regard along with supporting documents is required to be provided.

Reply: It is submitted that the loan facility of Rs. 200 Crore was towards the composite scheme of Kashang, which included Kashang HEP as well. Therefore, loan amounting to Rs. 30 Crore was earmarked towards the works of Kashang-Bhabha transmission line and remaining would have been utilized for the funding of Kashang-Bhabha HEP. The Auditor certificate provided by HPSEBL in this regard is attached as Annexure-9

- e. It is required to provide source of funding of equity and documentary evidence of equity disbursed to HPPTCL.

Reply: It is submitted that the equity in HPPTCL is infused by GoHP. It is further submitted that equity disbursement by GoHP is not scheme wise and whatever equity is received is allocated to ongoing projects. Accordingly, Documentary evidence of the equity disbursed by GoHP to HPPTCL during FY 2013-14 to FY 2017-18 is attached as Annexure 10 Further, the yearly equity allocated to this project is as follows:

Financial Year	Date	Letter Reference No.	Amount (Rs. Crore)	Equity allocation to Kashang Bhaba (Rs. Crore)
2008-09	27.09.2008	MPP-A-(1) 4/2006	3.00	3.93
	-	Amount received by HPSEB later on transferred to GoHP	8.00	
		Total (A)	11.00	
2009-10	17.06.2009	MPP-C-(7) 2/2008	10.00	3.86
	17.09.2009	MPP-C-(5) 4/2008	11.00	
	23.03.2010	MPP-C-(7) 2/2008	24.00	
		Total(B)	45.00	
2010-11	22.07.2010	SJE-B-C(10)11/2010	15.00	2.65
	24.08.2010	MPP-C(7)2/2008	20.00	
	10.02.2011	MPP-C(7)2/2008	25.00	
		Total (C)	60.00	
2011-12	15.12.2011	No. SJE-SCSP(D.32-San/MPP)2-18-2009	7.75	1.16
	22.02.2012	MPP-C(5)3/2012	42.25	
		Total (D)	50.00	
2012-13	07.01.2013	MPP-C-(16)4/2010	5.78	2.05
		Total (E)	5.78	

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Financial Year	Date	Letter Reference No.	Amount (Rs. Crore)	Equity allocation to Kashang Bhaba (Rs. Crore)
2013-14	15.01.2014	MPP-C(7)2/2008	8.00	1.48
		Total (F)	8.00	
2014-15	01.08.2014	MPP-C(7)2/2008	8.03	
	13.03.2015	MPP-C-(7)2/2008	17.93	1.91
		Total(G)	25.96	
2015-16	14.10.2015	MPP-C(7)2/2008	11.03	
	14.03.2016	MPP-C(7)2/2008	12.72	2.32
	25.03.2015	MPP-C(16)3/2012	9.04	
		Total(H)	32.79	
2016-17	06.09.2016	MPP-C-(7)2/2008	12.89	
	25.03.2017	MPP-C-(7)2/2008	6.62	
	Total Equity Received During the Financial Year 2016-17 is Rs. 19.51 out of which Rs. 9.51Crore Pending (Share not Issued Less:		9.62	1.34
		Total (I)	29.13	
	Salary & wages expenses of PIU w.e.f. 2013-14 to 2016-17			0.20
	Grand Total (A+B+C+D+E+F+G+H+I)		267.66	20.91

6) In reply to first query, the details of charges recovered from various beneficiaries against the power evacuated through Kashang Bhaba line have been provided. It is further required to provide following details:

a. Certificate from Auditor substantiating the above recovered charges

Reply: Charges recovered from various generating stations is attached as Annexure-11. It is further submitted that the Petitioner is in the process of preparation of Auditor Certificate with respect of cost recovered and shall submit the same shortly.

b. Methodology for accounting the above charges in the proposed ARR

Reply: It is submitted that as the scheme has been made dedicatedly to evacuate power from Kashang HEP and that HPPCL is the sole beneficiary therefore charges recovered from other beneficiaries shall be reduced from the ARR to be recovered from Kashang HEP as determined by the Hon'ble Commission.

c. Agreement with Brua Hydro and Darjeeling Power

Reply: Agreement with Brua Hydro and Darjeeling Hydro is attached as Annexure-12.

HPPCL has entered into an agreement with IEX for sale of its power using Kashang Bhaba line. It is required to submit the above agreement with IEX.

Reply: Agreement between HPPCL and PTC India limited for sale of power at Power Exchange is attached as Annexure-13.

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Notary Public
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- e. Details of capacity handled in the past in MW and actual capacity of the transmission line is required to be provided in the below table:

Reply: The information is provided as follows:

Cost Heads	FY17	FY18	FY19	FY20
Evacuation Capacity of line (MW)	200	200	200	200
Actual Handled Capacity (MW)		71	70	68*
Energy Transmitted (MUs)		7358.4	5159.6	1475.7

*Note: upto September 2019

- 7) Projection of demand for 4th control period along with LTOA charges as per the proposed ARR required to be submitted considering the present beneficiaries/ generators in the below format:

Reply: It is submitted that the HPPCL has entered into a connectivity agreement with HPPTCL for granting connectivity to Kashang HEP for 195 MW on 23.09.2013. Further, HPPCL has also been granted LTOA on 18.06.2019 for 65 MW based on its application. HPPTCL has also filed an application for approval of LTOA for 130 MW from FY 2023-24. Accordingly, based on the above, the LTOA charges for FY 2019-20 to FY 2023-24 is as follows:

Cost Heads	FY2019-20	FY2020-21	FY2021-22	FY2022-23	FY2023-24
Proposed ARR (Rs Cr)	11.71	11.59	11.66	11.74	11.81
Total capacity with beneficiaries (MW)	65	65	65	65	195
Long Term charges (Rs/MW/Month)	150,154	148,635	149,539	150,473	50,479

It is reiterated that as per MoU dated 06.04.2009 the total charges for Kashang Bhabha line shall be borne by HPPCL only. However, in the said MoU, it was also agreed that the in case if the asset is utilized by any other generator for evacuation of power in the State/regional grid, then the wheeling charges shall be shared between, the generator and HPPCL. It is submitted that due to reasons viz. fragile valley, difficult terrain, integrated nature of scheme etc., the Petitioner was compelled to carryout the construction of the transmission asset in one go, even though there is a delay in execution of works of Kashang HEP. Therefore, it is requested to the Hon'ble Commission to allow the transmission charges as claimed by the Petitioner.

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- 8) The employee and A&G cost for FY 2016-17 to FY 2018-19 based on actual expenditure has been submitted. It is required to furnish break-up of above expenses and Auditor's Certificate in support of the above claims.

Reply: Break up of actual Employee and A&G Expenses for FY 2016-17 to FY 2018-19 is attached as **Annexure-14**. It is further submitted that the Petitioner is in the process of preparation of Auditor Certificate with respect to break up of Employee and A&G Expense and shall submit the same shortly.

- 9) It is required to provide year-wise actual R&M expenses incurred for the period FY 2016-17 to FY 2018-19 along with Auditor's Certificate.

Reply: Actual R&M Expenses for FY 2016-17 to FY 2018-19 is booked under the head of "O&M Expense for Kashang Bhabha" in respective years audited account, which is attached as **Annexure-15** is as Follows:

Particulars	FY 2016-17	FY 2017-18	FY 2018-19
Actual R&M Expense (Rs. Lakh)	13.80	54.62	54.50

- 10) As per DPR and your submission, the evacuation capacity of Kashang Bhabha line is 195 MW. It is required to clarify if it is proposing to recover the total ARR for the work considering 195 MW of evacuation capacity from long-term beneficiaries.

Reply: It is submitted that as per the MoU dated 06.04.2009 signed between the HPPCL and HPPTCL, it was agreed that HPPTCL will construct the line dedicated for HPPCL and for which HPPCL shall have first right on the asset and in lieu HPPCL shall pay transmission charges for the dedicated line as approved by the Hon'ble HPERC. The relevant extract of MoU is reproduced below in support of the same.

"WHEREAS the first party is constructing Integrated Kashang Hydro Electric Project (243 MW) in District Kinnaur of Himachal Pradesh; and

WHEREAS the second party is to construct 220 kV Kashang-Bhabha double circuit transmission line for evacuation of power from integrated Kashang into the State Grid; and

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9. The first party shall pay the wheeling / transmission charges to the second party for the evacuation of power of Integrated Kashang HEP through 220 kV kashang-Bhabha double circuit transmission line. The wheeling charges shall be calculated as per the provisions/regulations notified by the Himachal Pradesh Electricity Regulatory Commission (HPERC) and it would be mandatory for the second party to get the wheeling charges approved from HPERC...."

Further, in the MoU it was also agreed that the in case if the asset is utilized by any other generator for evacuation of power in the State/regional grid, then the wheeling charges shall be shared with HPPCL. The relevant extract of MoU is reproduced below in support of the same.

"....However, in case any other project(s)/developer(s) use the transmission line for evacuation of their power in the State/regional grid, the wheeling charges shall be shared proportionately between the developer(s) of new project and the First Party provided the first right shall always be of the First Party. A transmission agreement between the First Party and Second Party shall be signed separately for wheeling of power of Integrated Kashang HEP into the State grid through said transmission system."

[Emphasis Added]

As per its MoU as well as connection agreement HPPCL was to commission 195 MW as per its earlier schedule which has got delayed and only 65 MW unit has been commissioned. HPPCL accordingly has entered into LTA for the capacity of 65 MW for the Kashang-Bhabha line and has sought LTA for the balance 130 MW from FY 2023-24. Accordingly, till the remaining capacity of the Kashang HEP is commissioned or till any other beneficiary enters into LTA, total charges of Kashang-Bhabha line is to be recovered from Kashang HEP only. HPPTCL therefore requests the Hon'ble Commission to take into cognizance MoU and connection agreement entered with HPPCL and allow total transmission charges to be recovered from HPPCL.

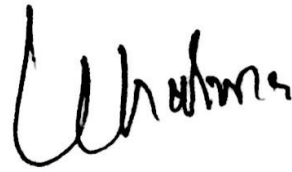
11) In reply to the query-1, the methodology for cost recovery from long-term beneficiaries has been submitted. Further, the HPPTCL has entered into LTA with HPPCL for 65 MW capacity for evacuation of power from Kashang HEP. In absence of LTA for the remaining capacity of transmission line, it is

TESTED required to clarify from whom the long-term charges determined by the

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Reply: It is reiterated that in accordance to the MoU signed between HPPCL and HPPTCL, all the charges pertaining to the instant asset is to be borne by HPPCL only as the same is a dedicated transmission line. Presently, HPPCL has been able to commission only one unit of Kashang HEP of 65 MW (out of 195 MW) and proposed to commission another 130 MW by FY 2023-24. As the line is a dedicated transmission line with HPPCL having first right on its capacity the total transmission charges of Kashang-Bhabha line is attributable to HPPCL only. Further, it is also submitted that the Petitioner has to work in the difficult terrain, wherein the transmission line in any valley cannot be carried out in phased manner and has to built in one go. Accordingly, it is requested to this Hon'ble Commission to approve the computation of Long Term Open Access charges for FY 2019-20 to FY 2023-24 is as shown in reply to 7 above.



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BEFORE HIMACHAL PRADESH ELECTRICITY REGULATORY
COMMISSION, SHIMLA

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DETERMINATION OF TARIFF FOR FY 2016-17 TO FY 2023-24 OF 220KV D/C
DASHANG BHABA TRANSMISSION LINE OF HIMANCHAL PRADESH TRANSMISSION
CORPORATION LTD. (HPPTCL) UNDER THE HIMANCHAL PRADESH ELECTRICITY
REGULATORY COMMISSION (MULTI YEAR TARIFF) REGULATIONS AND ITS
AMENDMENTS THEREOF AND UNDER SECTION 62 READ WITH SECTION 86 OF
THE ELECTRICITY ACT 2003

AND IN THE MATTER OF:

Himachal Pradesh Power Transmission Corporation Limited,
Represented through its Managing Director,
HP. Power Transmission Corporation Limited,
Himfed Bhawan, Panjari, Shimla-5.

.....PETITIONER



Affidavit verifying the Petition

I, Kamal Nain Sharma, son of Shri Dina Nath Sharma aged 57 years, presently
working as a Dy. General Manager (C&M), Himachal Pradesh Power Transmission
Corporation Limited, Shimla, do hereby solemnly affirm and declare as under:

1. That I am duly authorized to file this Compliance Report and swear in the affidavit therein.
2. That the Reply to data gaps has been prepared and drafted at my instance and under my instructions. The contents of the Data Gaps are true and correct to the best of my personal knowledge based on official record and the advice received. No part of it is false and nothing material has been concealed there from.
3. That the Petitioner further declares that this affidavit of mine is true and correct to the best of my personal knowledge, no part of it is false and nothing material has

Identified by 2.
[Signature]

Certified that the above/overleaf who ...
declared before me on so ...
on this ... day of ...
at ...
by ...
Identified by ...
who is personally known to me. The above
contents of the affidavit are duly read and
explained to the deponent in vernacular who
permitted the contents thereof to be true

[Signature]
DGM (C&M)
HPPTCL, Tutikandi, S

[Signature]
20.1.2020