

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO. _____ OF 2022

IN THE MATTER OF:

Adani Transmission (India) Limited

...PETITIONER

VERSUS

Power Grid Corporation of
India Limited & Ors.

...RESPONDENTS

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Bhuvanendra
Petitioner

Place: Ahmedabad

Date: 12.08.2022

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO. _____ OF 2022

IN THE MATTER OF:

Approval under Section 79 of Electricity Act, 2003 and Regulation 86 of the CERC (Conduct of Business) Regulations, 1999 based on of CERC (Terms and Conditions of Tariff) Regulations, 2019 for determination of capital cost and transmission tariff pertaining to FY 2021-22 to FY 2023-24 for 12 Ohm series line reactors in Mohindergarh - Dhanonda 400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end Transmission system constructed, maintained and operated by Adani Transmission (India) Limited vide Licence No. 20/Transmission/2013/CERC and Licence amendment order in Petition No. 118/TL/2019

AND

IN THE MATTER OF:

Adani Transmission (India) Limited

.....PETITIONER

VERSUS

Power Grid Corporation of India Limited and Ors.

.....RESPONDENTS

MEMO OF PARTIES

Adani Transmission (India) Limited
(earlier in the name of Adani Power Limited)
Adani Corporate House, Shantigram,
S. G. Highway, Khodiyar,
Ahmedabad – 382421

.....PETITIONER

Versus

1. Power Grid Corporation of India Limited
Saudamini, Plot-2, Sector-29,
Near IFFCO Chowk,
Gurugram-122001, Haryana

2. Central Transmission Utility of India Limited
Saudamini, Plot-2, Sector-29,
Near IFFCO Chowk,
Gurugram-122001, Haryana

3. National Load Dispatch Centre
B-9, Qutab Industrial Area, Katwaria Sarai,
New Delhi-110 016

4. Northern Regional Load Dispatch Centre,
18-A, Shaheed Jeet Singh Sansanwal Marg,
Katwaria Sarai, New Delhi-110 016

5. Western Regional Power Committee,

F-3, MIDC Area, Marol, Opp. SEEPZ,
Central Road, Andheri (East), Mumbai-400093

6. Central Electricity Authority,
Sewa Bhawan, Sector-1,
R.K. Puram, New Delhi-110 066
7. Gujarat Energy Transmission Company Limited,
Sardar Patel Vidyut Bhawan, Race Course,
Vadodra-390 007
8. Haryana Vidyut Prasaran Nigam Limited,
1st Floor, Shakti Bhawan, Sector-6,
PanchKula-134 109, Haryana
9. Gujarat Urja Vikas Nigam Limited,
Sardar Patel Vidyut Bhawan, Race Course,
Vadodra-390 007
10. Maharashtra State Electricity Distribution Co. Limited,
"Prakashgarh", Bandra (East),
Mumbai-400051, Maharashtra
11. Madhya Pradesh Power Management Company Limited,
Shakti Bhawan, Vidyut Nagar, Rampur,
Jabalpur (MP)-482 008
12. M.P. Audyokik Kendra Vikas Nigam Limited,
Free Press House, 1st Floor, 3/54-Press Complex,

A. B. road, Indore-452 008, Madhya Pradesh

13. Chhattisgarh State Power Distribution Company Limited,
Vidyut Seva Bhawan Parisar, Dangania,
Raipur-492 013, Chhattisgarh

14. Goa State Electricity Department,
Vidyut Bhawan, Panaji, Goa-403 001

15. Daman and Diu Electricity Department,
Administration of Daman & Diu,
Near Satya Narayan Temple,
Nani Daman-396 210

16. Electricity Department,
Administration of Dadra Nagar Haveli,
Dadra Nagar Haveli UT, Silvassa-396 230

17. Heavy water Projects, Department of Atomic Energy,
Heavy Water Board, Vikram Sarabhai Bhawan,
Anushakti Nagar, Mumbai-400 094

18. Jindal Power Limited,
Tamnar, Raigarh, Chattisgarh-496 001

19. Torrent Power Limited,
Torrent House, Opp. Ashram Road,
Ahmedabad-380009

20.PTC India Ltd.

2nd Floor, NBCC Tower,
15, Bhikaji Complex,
New Delhi-110066

21.Haryana Power Purchase Centre,

Shakti Bhawan, Sector-6,
Panchkula, (Haryana)-134 109

22.Rajasthan Power Procurement Centre,

Room No. 24, Vidyut Bhawan, Janpath,
Jyoti Nagar, Jaipur- 302 005, Rajasthan

23.Jodhpur Vidyut Vitran Nigam Limited,

New Power House Industrial Area,
Jodhpur-342 003, Rajasthan

24.Jaipur Vidyut Vitran Nigam Limited,

Vidyut Bhawan, Janpath, Jyoti Nagar, Jyoti Marg,
Jaipur-302 005, Rajasthan

25.Ajmer Vidyut Vitran Nigam Limited,

Old Power House, Hathi Bhatta,
Jaipur Road, Ajmer-305 001, Rajasthan

26.BSES Yamuna Power Limited,

Shakti Kiran Building, Karkardooma,
Delhi-110 092

27. BSES Rajdhani Power Limited,
BSES Bhawan, Nehru Place,
New Delhi-110 019

28. Tata Power Delhi Distribution Limited,
Cennet Building, 33 kV Substation Building,
Hudson Lines, Kingsway Camp, Delhi-110 009

29. New Delhi Municipal Council,
Palika Kendra Building, Opposite Jantar Mantra,
Parliament Street, New Delhi-110 001

30. Uttarakhand Power Corporation Limited,
Urja Bhawan, Kanwali Road,
Dehradun-248 001

31. Uttar Pradesh Power Corporation Limited,
Shakti Bhawan, 14, Ashok Marg,
Lucknow-226 001, UP

32. North Central Railway,
Allahabad, Uttar Pradesh

33. Punjab State Power Corporation Limited,
The Mall, Ablowal, Patiala-147 001

34. Power Development Department,
Jammu and Kashmir,
Civil Secretariat, Jammu-180 001
35. Himachal Pradesh State Electricity Board,
Vidyut Bhawan, Shimla-171 004
36. Electricity Department UT Chandigarh,
Sector-9, Chandigarh
37. Northern Regional Power Committee,
18-A, Qutab Institutional Area,
Shaheed Jeet Singh Marg, Katwaria Sarai,
New Delhi-110 016
38. Western Regional Power Committee,
F-3, M.I.D.C. Area, Marol,
Andheri 9East), Mumbai-400 093
39. Kanpur Electricity Supply Company Limited (NR),
14/71, Civil Lines, Kanpur-208 001
40. Rajasthan Rajya Vidyut Prasaran Nigam Limited,
Vidyut Bhawan, Vidyut Marg,
Jaipur- 302 005
41. Delhi Transco Limited,
Shakti Sadan, Kotla Road,
New Delhi-110 002

.....RESPONDENTS

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Rundecchia
Petitioner

Place: Ahmedabad

Date: 12.08.2022

**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

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Approval under Section 79 of Electricity Act, 2003 and Regulation 86 of the CERC (Conduct of Business) Regulations, 1999 based on CERC (Terms and Conditions of Tariff) Regulations, 2019 for determination of capital cost and transmission tariff pertaining to FY 2021-22 to FY 2023-24 for 12 Olim series line reactors in Mohindergarh - Dhanonda 400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end Transmission system constructed, maintained and operated by Adani Transmission (India) Limited vide Licence No. 20/Transmission 2013 CERC and Licence amendment order in Petition No. 118/TL/2019

AND

IN THE MATTER OF:

Adani Transmission (India) Limited

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Power Grid Corporation of India Limited and Ors.

.....RESPONDENTS



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S. No. 3820/2022
205
VIJAY C. SHAH
NOTARY
GOVT. OF INDIA
12 AUG 2022

AFFIDAVIT

I, **Bhavesh Kundalia**, son of **Sh Pradyumna Kundalia**, aged about 59 years, R/o A63, **Lav Kush Towers, Thaltej, Ahmedabad** do hereby solemnly affirm and state on oath as under:

1. That I am the Authorised Representative, of the Petitioner, Adani Transmission (India) Limited, and I am fully conversant with the facts and circumstances of the case and I have been duly authorized and am, therefore, competent to affirm this affidavit.
2. That I have read the accompanying submissions being submitted on behalf of Adani Transmission (India) Limited and have understood the contents thereof and that the contents therein are true and correct to the best of my knowledge and belief



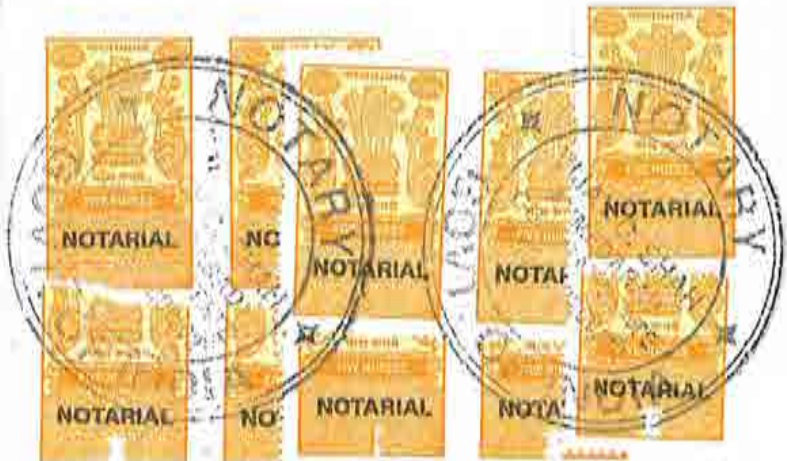
Bhavesh Kundalia
DEPONENT

VERIFICATION

I, **Bhavesh Kundalia**, the above named deponent do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified by me on this 12 August, 2022, at Ahmedabad

Bhavesh Kundalia
DEPONENT



SOLEMNLY AFFIRMED
BEFORE ME
205
VIJAY C. SHAH
NOTARY
GOVT. OF INDIA
12 AUG 2022

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**BEFORE THE HON'BLE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

PETITION NO. _____ OF 2022

IN THE MATTER OF:

Approval under Section 79 of Electricity Act, 2003 and Regulation 86 of the CERC (Conduct of Business) Regulations, 1999 based on CERC (Terms and Conditions of Tariff) Regulations, 2019 for determination of capital cost and transmission tariff pertaining to FY 2021-22 to FY 2023-24 for 12 Ohm series line reactors in Mohindergarh - Dhanonda 400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end Transmission system constructed, maintained and operated by Adani Transmission (India) Limited vide Licence No. 20/Transmission/2013/CERC and Licence amendment order in Petition No. 118/TL/2019

AND

IN THE MATTER OF:

Adani Transmission (India) Limited

.....**PETITIONER**

VERSUS

Power Grid Corporation of India Limited and Ors.

.....**RESPONDENTS**

**PETITION FOR DETERMINATION OF CAPITAL COST AND TARIFF
FOR THE PERIOD FROM 30-MARCH-2022 TO 31-MARCH-2024**

MOST RESPECTFULLY SHEWETH:

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1. Adani Transmission (India) Limited (earlier in the name of Adani Power Limited) (hereinafter referred to as 'ATIL' / 'Petitioner') is a company incorporated under the provisions of the Companies Act, 1956 and is engaged in the business of transmission of power.
2. The Respondent No. 1 is the Power Grid Corporation of India Limited, which is Inter-State power transmission system. The Respondent No. 2 is the Central Transmission Utility as per Section 38 of the Electricity Act, 2003. The Respondent Nos. 3 to 5 are the authorities which are engaged with optimum functioning of the Inter-State grid. Respondent No. 6 is the authority which is involved in planning, construction and coordination of the interstate transmission system. The Respondent Nos. 7 to 41 are the stakeholders in the Inter-State transmission system, which have to share the cost of the transmission system of the Petitioner.
3. The Petitioner is filing the present petition seeking approval under Section 79 of Electricity Act, 2003 and Regulation 86 of the CERC (Conduct of Business) Regulations, 1999 based on CERC (Terms and Conditions of Tariff) Regulations, 2019 for determination of capital cost and transmission tariff for the period from 30-March-2022 to 31-March-2024.
4. It is stated that M/s Adani Power Limited (APL) has set up a 4620 MW power plant comprising of four subcritical units of 330 MW and five supercritical units of 660 MW at Mundra, Kutch District, Gujarat (Mundra Power Project). In order to evacuate power from Mundra Power Project to Northern Region (NR) and Western Region (WR), APL implemented transmission system consisting of (i) ± 500 kV bipole Mundra - Mohindergarh HVDC Transmission Line including associated 400kV lines, terminal substations & bays and (ii) 400kV D/c Mundra - Dehgam Transmission Line including associated system. Thereafter, APL sought a transmission licence from this Hon'ble Commission vide its application

dated 21.02.2012. The Hon'ble Commission granted a Transmission Licence No. 20/ Transmission/ 2013/ CERC dated 29.07.2013 for the transmission system implemented by APL. The same was assigned to ATIL (Petitioner) subsequent to approval of various authorities including the Hon'ble Commission.

5. The abovementioned transmission system connects the ISTS of Western Region (WR) and Northern Region (NR), in Gujarat and Haryana respectively. Transmission Licence No. 20/ Transmission/ 2013/ CERC dated 29.07.2013 for the above mentioned Transmission system was granted to Adani Power Limited, which was subsequently assigned to the Petitioner ATIL vide this Hon'ble Commission's Order dated 08.01.2015.
6. The Petitioner submits that during the 3rd Meeting of the Empowered Committee of Transmission (ECT) held on 21.12.2018, ECT recommended that as part of scheme to control fault level in Northern Region, installation of 12 ohm Series Line Reactors in Mohindergarh-Dhanonda 400kV D/c line Circuit I & Circuit II at Mohindergarh end is required under compressed time schedule through regulated tariff mechanism (RTM).
7. In light of above decision by ECT, Ministry of Power requested the Petitioner to take necessary action. Therefore, the Petitioner approached this Hon'ble Commission vide Petition No. 118/TL/2019 for inclusion of 12 ohm series line reactors in Mohindergarh-Dhanonda 400kV D/c line Circuit I & Circuit II at Mohindergarh end in the licence No. 20/Transmission/2013/CERC.
8. Accordingly, the Hon'ble Commission vide its licence amendment order dated 07.10.2019 in Petition No. 118/TL/2019 amended the Licence No. 20/Transmission/2013/CERC. The Copy of Hon'ble Commission's Licence amendment order in Petition no. 118/TL/2019 is marked and attached as Annexure 2.

9. After amendment of Licence, present project is segregated into three set of assets. First set is to evacuate power from the Mundra Power Project to Northern Region (NR), being transmission system consisting of (i) ± 500 kV bipole Mundra - Mohindergarh HVDC Transmission Line including associated 400 kV lines, terminal substations & bays (collectively referred as "Asset I"). Second set is to evacuated power from Mundra Power Project to Western Region (WR), being transmission system consisting of 400 kV D/c Mundra - Dehgam Transmission Line including associated system (collectively referred as "Asset II"). Based on the Order of the Hon'ble Commission, now third set consists of 12 Ohm series line reactors in Mohindergarh - Dhanonda 400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end (collectively referred as "Asset III"). The Petitioner submits herein below the details of the Transmission Assets under Licence:

Particulars	Asset I	Asset II	Asset III
AC system			
Transmission Line	<ul style="list-style-type: none"> • 400 kV D/C Mohindergarh - Dhanonda • 400 kV D/C Mohindergarh - Bhiwani 	<ul style="list-style-type: none"> • 400 kV D/C Mundra - Sami • Dehgam 	
Substations	<ul style="list-style-type: none"> • Substations at Mundra & Mohindergarh • Bays at Bhiwani 	<ul style="list-style-type: none"> • Substations at Mundra & Sami • Bays at Dehgam 	<ul style="list-style-type: none"> • 12 Ohm series line reactors in Mohindergarh - Dhanonda

Particulars	Asset I	Asset II	Asset III
	(PG) Substation	(PG) substation	400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end
HVDC System			
Transmission Line	<ul style="list-style-type: none"> • \pm 500 kV Bipole Mundra – Mohindergarh HVDC line • 33 kV D/C Electrode lines for HVDC Mundra and Mohindergarh Terminal Stations 		
Substation	<ul style="list-style-type: none"> • HVDC Terminal Stations at Mundra & Mohindergarh 		

10. The Petitioner claimed cost as additional capitalization for 12 ohm series reactors at Mohindergarh HVDC terminal in AC side, one set each in Mohindergarh – Dhanonda 400 kV D/C line Circuit I & Circuit II as part of Petition No. 216/TT/2020.

11. The Hon'ble Commission in its Order in Petition Nos.216/TT/2020, dated 21.01.2022 ruled that 12 ohm series reactors, which has been incorporated in the revised scope of the transmission project by way of amendment to the transmission license of the Petitioner is to be reckoned as a new and distinct 'element' of the transmission project and it has to be treated distinctly and separate tariff has to be allowed for it. The relevant part of the Order is reproduced here below:

“

84. Therefore, the 12 ohm series reactor, which has been incorporated in the revised scope of the transmission project by way of amendment to the transmission license of the Petitioner is to be reckoned as a new and distinct 'element' of the transmission project. Therefore, the Petitioner is required to submit tariff application in accordance with 2019 Tariff Regulation with respect to the new and distinct 'element' ("12 ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda 400kV line (Circuit-I & Circuit-II) at Mohindergarh end") of the transmission project.

85. Hence, we are not inclined to consider the "12 ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda 400 kV line (Circuit-I & II) at Mohindergarh end" under the additional capitalisation provisions of the 2019 Tariff Regulations, since the said reactor is a distinct 'element' as defined under the 2014 Tariff Regulations. Moreover, the treatment of depreciation for the new 12 ohm series reactor, put into commercial operation in 2019-24 tariff period will be different from the depreciation allowed for the existing transmission assets put into commercial operation in the 2009-14 tariff regulations. Therefore, we are of the considered view that 12 ohm series reactor has to be treated distinctly and separate tariff has to be allowed for it.

...”

A copy of the aforesaid Order of the Hon'ble Commission is annexed herewith and marked as Annexure 1.

12. The Hon'ble Commission in its Order in Petition Nos.216/TT/2020 dated

21.01.2022 directed the Petitioner to submit fresh petition for approval of tariff for '12 ohm Series Line Reactors in 400 kV D/C Mohindergarh-Dhanonda 400 kV line (Circuit-I & Circuit-II) at Mohindergarh end' as a separate asset as per provisions of the 2019 Tariff Regulations along with necessary details. The relevant part of the Order is reproduced here below:

“

87. Accordingly, the Petitioner is directed to submit fresh petition for approval of tariff for '12 ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda 400 kV line (Circuit-I & Circuit-II) at Mohindergarh end' as a separate asset as per provisions of the 2019 Tariff Regulations along with the following information:

- (i) Investment approval/ Revised Cost Estimate by the Board of Directors of the Petitioner company.*
- (ii) Documents in support of COD such as CEA certificate, RLDC certificate, CMD certificate etc. in accordance with relevant regulations and grid code.*
- (ii) Auditor's Certificate clearly indicating Hard Cost, IDC and IEDC as well as element wise (i.e. land, building, transmission line, sub-station, communication system) capital cost as on COD.*
- (iv) The claim of ACE under the Regulation concerned.*
- (v) Complete set of all the applicable Tariff Forms in line with Auditor's Certificates.*
- (vi) Statement of IDC computation containing name of loan, rate of interest drawl date and date of payment of last interest.*
- (vii) Documents in respect of rate of interest claimed and effective tax rate.*
- (viii) Justification of time and cost overrun, if any, together with supporting documents.*

“

13. The Petitioner has completed trial operation of 12 ohm series line reactors installed on Circuit I & Circuit II on 29.03.2022 and 15.03.2022 respectively

and certificate of the same is received from Power System Operation Corporation Limited (POSOCO) on 08.04.2022. A copy of the aforesaid letter of POSOCO is annexed herewith and marked as Annexure 3. Accordingly, the Petitioner has declared Commercial Operational Date of Asset III w.e.f 00:00 Hrs 30.03.2022. A copy of the aforesaid letter of the Petitioner dated 09.04.2022 declaring COD of Asset III is annexed herewith and marked as Annexure 4.

14. Based on the above facts, the Petitioner is filing the present Petition for determination of capital cost and tariff for the tariff block from FY 2021-22 to FY 2023-24 along with requisite information and details in the formats specified by the Hon'ble Commission as per Tariff Regulations, 2019.
15. The Petitioner has submitted documents as sought by the Hon'ble Commission Order in Petition Nos.216/TT/2020 dated 21.01.2022. the compliance of the same is provided below:
 - i. ***Investment approval/ Revised Cost Estimate by the Board of Directors of the Petitioner company*** – Investment approval of competent authority as defined in CERC (Terms and Conditions of Tariff) Regulations, 2019 is provided as an Annexure 5.
 - ii. ***Documents in support of COD such as CEA certificate, RLDC certificate, CMD certificate etc. in accordance with relevant regulations and grid code*** – Certificate of completion of trial operation from Power System Operation Corporation Limited is provided as an Annexure 3. Letter declaring CoD issued to beneficiaries is provided as an Annexure 4.
 - iii. ***Auditor's Certificate clearly indicating Hard Cost, IDC and IEDC as well as element wise (i.e. land, building, transmission line, sub-station, communication system) capital cost as on COD*** – Auditor Certificate

indicating capital cost is provided as an Annexure 6.

- iv. ***The claim of ACE under the Regulation concerned*** – The Petitioner has claimed additional capitalization of Rs. 597.28 Lakh for FY 2022-23.
- v. ***Complete set of all the applicable Tariff Forms in line with Auditor's Certificates*** – Complete set of Tariff Forms is provided as an Annexure 10.
- vi. ***Statement of IDC computation containing name of loan, rate of interest drawl date and date of payment of last interest*** – Information related to IDC is provided as Form 12 B of Tariff Forms.
- vii. ***Documents in respect of rate of interest claimed and effective tax rate*** – Interest rate is considered as 13.25%. Effective tax rate is considered same as prevailing MAT rate.
- viii. ***Justification of time and cost overrun, if any, together with supporting documents*** – There is no time and cost overrun from the Petitioner end. Details of delay in getting shutdown for installation of 12ohm Series Line Reactors is provided as part of Capital Cost section.

Capital Cost of 12 ohm Series Line Reactors in 400 kV D/C Mohindergarh – Dhanonda 400 kV line (Circuit I & Circuit II) at Mohindergarh end

16. The Empowered Committee on Transmission (ECT) during 3rd meeting held on 21.12.2018, recommended that as part of scheme to control fault level in Northern Region, installation of 12 ohm Series Line Reactors in Mohindergarh - Dhanonda 400kV D/C line Circuit I & Circuit II at Mohindergarh end is required under compressed time schedule through regulated tariff mechanism (RTM).
17. CEA proposed during 3rd Meeting of National Committee on Transmission (NCT) for corrigendum in the 2nd minutes of meeting of NCT. Hence,

following corrigendum was approved vide Minutes of 3rd Meeting of National Committee on transmission (NCT) held on 01.03.2019.

"6.10.1 The scheme to control Fault Level in Northern Region (Phase-II) was discussed and approved in the 39th meeting of Standing Committee on Power System Planning of Northern Region held on 29-30th May, 2017 and in the 2nd ECT the scheme was recommended for implementation through RTM by Powergrid. The scheme which was agreed in the 39th meeting of SCPSPNR also involved installation of 12 ohm Series Line reactors in Mohindergarh- Dhanonda 400kV D/C line Ckt I & II at Mohindergarh end. Mohindergarh substation is owned by M/s Adani Transmission (India) limited.

6.10.2 After deliberations, it was opined that the scheme involves works at existing ISTS HVDC station (of M/s Adani Transmission (India) limited). The above works falls under the category of technical upgradation."

18. Accordingly, ATIL has carried out necessary activities for installation of 12 ohm Series Line reactors in Mohindergarh- Dhanonda 400kV D/c line Circuit I & Circuit II at Mohindergarh end. List of the activities carried out by ATIL are as under:

Sr. No.	Particular	Timeline
1	Purchase Orders (Major Part)	June 2020
2	Supply Orders (Major Part)	October 2020 & February 2021
3	Received Purchased Material	January 2021
4	Completion of Civil Work	January 2021
5	Erection Work – Non-shutdown related work	April 2021
6	Erection Work – Shutdown related work	March 2022
7	Energization for commencement of successful trial run operation of Circuit II	14 March 2022 (20:20 Hrs.) to 15 March 2022 (20:20 Hrs.)
8	Energization for commencement of	28 March 2022

Sr. No.	Particular	Timeline
	successful trial run operation of Circuit I	(14:10 Hrs.) to 29 March 2022 (14:10 Hrs.)
9	Commercial Operation Date of Asset III	30 March 2022 (00:00 Hrs.)

19. It is to note that the activity of installation of 12 ohm series line reactors was affected due to COVID 19. A new virus (Corona Virus) was detected in Wuhan City. Hubei Province, China that was spreading in other cities of China and around the world. World Health Organization (WHO) declared outbreak of the new Coronavirus (Covid-19) as a pandemic. Further, COVID-19 was spreading rapidly throughout India. In this Context Ministry of Finance, Department of Expenditure clarified that the spread of corona virus in China or any other country will be covered in Force Majeure vide office memorandum dated 19 February, 2020. The relevant part of the same is reproduced here below:

"..... if the disruption of the supply chains due to spread of corona virus in China or any other country will be covered in the Force Majeure Clause (FMC). In this regard it is clarified that it should be considered as a case of natural calamity and FMC may be invoked."

20. National Disaster Management Authority (NDMA) suggested that effective measures of social distancing should be taken to prevent the spread of COVID- 19. Accordingly, in exercise of the power under section 6(2)(i) of the Disaster Management Act, 2005, the NDMA, vide its order dated 24.03.2020, has directed Ministries/ Departments of Government of India, State Government and State Authorities to take measures for ensuring social distancing and directed to issue Guidelines in this regards under Section 10(2)(l) of Disaster Management Act, 2005 by National Executive

Committee.

21. In the above adverse situation, our ability to perform was heavily impacted by the situation as the country comes to a standstill due to strict enforcement of the precautionary and prohibitory orders issued by the Government. We faced following issue due to above orders by Government:
 - Disruption of supply and installation schedule
 - Transportation and accessibility issues
 - Unworkable Condition due to imposition of Lockdown
 - Anticipated delay in receiving goods for construction due to lockdown.
22. The above situation delayed in achieving overall timeline for completion of construction of the project and accordingly, commissioning of the project got delayed substantially. Further, we also received representation from our EPC contractors regarding their inability to meet the project timeline/schedule. Due to this unprecedented epidemic, natural calamity and the Government acts, we had no choice other than to declare Force Majeure. A copy of the intimation of Force Majeure due to coronavirus pandemic is annexed herewith and marked as Annexure 7.
23. Ministry of Power vide its letter dated 27 July, 2020 provided extension of 5 months to TSP/ Transmission Licensees for completion of under construction inter-state transmission projects due to COVID 19 outbreak. Subsequently, Ministry of Power vide letter dated 12 June, 2021 provided further extension of 3 months for completion of under construction inter-state transmission projects due to second wave of COVID 19 outbreak. A copy of the extension of 8 months due to COVID 19 provided by Ministry of Power for completion of under construction inter-state transmission projects is annexed herewith and marked as Annexure 8.
24. The Petitioner completed its scope of work i.e. acquiring supply of material

Pr

and completing erection activities, except activities which could be completed with shutdown by April, 2021. Thereafter, the Petitioner continuously took up with competent authorities for availing shut down and charge the reactors. The Petitioner did not receive any shutdown from May, 2021 to October, 2021. Partial shutdown was approved by competent authority during the month of November, 2021, January, 2022, February 2022 and March, 2022 for either Circuit I or Circuit II and during which necessary erection work was carried out. The Petitioner was able to carry out trial run during month of March, 2022. From Annexure 9 attached, it can be observed that the Petitioner was continuously following up with competent authorities to seek approval of shut down to charge the reactors. However, grant of shut down was beyond reasonable control of the Petitioner and therefore, the period taken by competent authorities to allow shut down is required to be allowed by the Hon'ble Commission. Details of various shutdown sought from the competent authority is provided as an Annexure 9.

25. Accordingly, the Petitioner has incurred cost of Rs. 5106.49 Lakh for the Asset III. The component wise cost bifurcation of the Asset III is as under:

Rs. Lakh				
Sr. No.	Particular	Payment as on COD	Un-Discharge Liabilities	Total Capitalization
1	Civil work – Foundation for Structure	275.13	-	275.13
2	Substation Equipment - Compensating Equipment	3710.74	425.00	4135.74
3	Pre-Ops – Site Supervision Charges	65.34		65.34

Rs. Lakh				
Sr. No.	Particular	Payment as on COD	Un-Discharge Liabilities	Total Capitalization
4	IDC, FERV & Hedging Cost	458.00	172.28	630.28
5	Total Cost	4509.21	597.28	5106.49

Tariff determination for the tariff period 2022-24 (from 30.03.2022 to 31.03.2024)

26. The Tariff of Asset III for control period from FY 2021-22 to FY 2023-24 has been filed as per Annexure-I to the Tariff Regulation, 2019.

Additional Capital Expenditure

27. The Petitioner has already incurred capital cost of Rs. 5106.49 Lakh as part of project and out of which Rs. 597.28 Lakh is undischarged liability. Undischarged liability of Rs. 597.28 Lakh is proposed to be paid in FY 2022-23 and accordingly, the Petitioner has claim additional capital expenditure of Rs. 597.28 Lakh of additional capital expenditure for FY 2022-23.

Depreciation

28. The Petitioner has calculated the depreciation charges for FY 2021-22 to FY 2023-24 as prescribed in the Regulations 33 of CERC (Terms & Conditions of Tariff) Regulations, 2019.

Interest on Loan

29. Interest on loan is calculated for FY 2021-22 to FY 2023-24 as prescribed in Regulations 32 of CERC (Terms & Conditions of Tariff) Regulations, 2019. The Petitioner has considered the weighted average interest rate of actual loan portfolio for the purpose of interest rates during FY 2021-22 to FY

2023-24. The repayment is considered equal to the depreciation for the year.

O&M Expenses

30. The Normative O&M Expenses for the control period from FY 2021-22 to FY 2023-24 is specified in Regulation 35 (3) of Tariff Regulation, 2019. The Operation and Maintenance expenses has been calculated by multiplying the number of sub-station bays, transformer capacity of the transformer (in MVA) and km of line length with the applicable norms for the operation and maintenance expenses per bay, per MVA and per km respectively.
31. Further, Regulation 35 (3) (a)(iii) specifies that the O&M expenses of ± 500 kV Mundra - Mohindergarh HVDC bipole scheme (2500 MW) shall be allowed as worked out by multiplying 0.80 of the normative O&M expenses for ± 500 kV Talchar-Kolar HVDC bi-pole scheme (2500 MW). Accordingly, the Petitioner has calculated the normative O&M expense for ± 500 kV Mundra - Mohindergarh HVDC bipole scheme.
32. As the Petitioner has capitalised 12 ohm series line reactors as part of Asset III and hence there is no transmission line as well as bays in Asset III. Accordingly, the Petitioner has claimed Nil normative O&M expenses claimed for FY 2021-22 to FY 2023-24.
33. Regulation 35 (3) (c) of Tariff Regulation, 2019 provides that Security Expenses and Capital spares shall be allowed as O&M expenses for Transmission system. Presently, the Petitioner is not seeking any expenses towards security expenses and capital spares but will claim as actual at the time of Truing-up.
34. Regulation 35 (4) of Tariff Regulation, 2019 provides that expenses towards Communication system (2.0% of the original project cost) shall be allowed as O&M expenses for Transmission system. Presently, the Petitioner is not seeking any expenses towards communication system but will claim as

actual at the time of Truing-up.

Return on Equity

35. The Petitioner submits that it has considered prevailing MAT rate is 17.42% (Basic MAT of 15% grossed up by 12% of surcharge and 4% of education cess) for FY 2021-22 to FY 2023-24 which results in to RoE of 18.78% for the entire control period of FY 2021-22 to FY 2023-24 as per Regulation 30 & 31 of CERC (Terms & Conditions of Tariff) Regulation, 2019.

Interest on Working Capital

36. The Working capital is calculated for FY 2021-22 to FY 2023-24 as per Regulation 34 (1) (c) of CERC (Terms & Conditions of Tariff) Regulations, 2019. As per the Regulation, the Working Capital requirement includes following components:

- O&M expenses of one month
- Maintenance spares @ 15% of O&M expenses
- Receivables equivalent to 45 days of annual fixed cost

37. The bank rate (plus 350 basis points) as defined in Regulation 3 (7) of CERC (Terms & Conditions of Tariff) Regulations, 2019 is considered as the rate of interest for working capital as per Regulation 34 (3) of CERC (Terms & Conditions of Tariff) Regulations, 2019 for FY 2021-22 to FY 2023-24.

Annual Transmission Charges

38. The transmission tariff for FY 2019-20 to FY 2023-24 has been worked out as given in table below:

(Rs. In Lakhs)

Asset - III					
Particulars	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Depreciation	-	-	1.30	253.85	269.62
Interest on Loan	-	-	2.29	428.94	421.96
Return on Equity	-	-	1.39	270.90	287.72
Interest on Working Capital	-	-	0.07	12.51	12.81
O&M Expenses	-	-	-	-	-
Total	-	-	5.05	966.20	992.11

39. The Tariff Filing Formats along with other relevant information are annexed herewith and marked as **Annexure 10** for Asset III.

GST

40. The Government of India has exempted the charges of transmission of electricity vide notification no. 12/2017 – Central Tax (Rate) dated 28.06.2017 at serial no. 25 under the heading “Transmission or distribution of electricity by an electric transmission or distribution utility” by giving applicable GST rate as NIL and accordingly the Transmission Charges

indicated above, are exclusive of GST and same shall be charged, billed separately by the Petitioner if at any time the transmission charges are withdrawn from the list of NIL GST and will be borne and additionally paid by the respondents to the Petitioner. Further, any additional taxes to be paid by the Petitioner on account of demand from any Government/Statutory authorities, the same may be allowed to be recovered from the beneficiaries

Other Expenses

41. The application filing fee, expenses incurred on publication of notices in Newspapers may be allowed to be recovered separately from the respondents in terms of Regulation 70 (1) of the Tariff Regulations, 2019. The fees and charges to be paid by the Petitioner as ISTS licensee (deemed ISTS licensee) under CERC (Fees and Charges of RLDC and other matters) Regulations as amended from time to time and License Fees paid by the Petitioner as Inter State Transmission Licensee (deemed ISTS licensee) in terms of CERC (Payment of Fees) Regulations, 2012 shall be recoverable from the DICs as provided under clause 70 (2) (3) & (4) of the Tariff Regulations, 2019.
42. The Transmission Charges and other related Charges indicated above, are exclusive of incentive, late payment surcharge, FERV, any statutory taxes, levies, duties, cess, filing fees, Licence fee, RLDC fees and charges or any other kind of imposition (s) and/ or other surcharges etc. whatsoever imposed / charged by any Government (Central/State) and / or any other local bodies/authorities/regulatory authorities in relation to transmission of electricity/environmental protection, and/or in respect of any of its installation associated with the Transmission System and the same shall be borne and additionally paid by the respondent(s) to the Petitioner and the same shall be charged, billed separately by the Petitioner on the Respondents.

Sharing of Transmission Charges

43. Tariff for Transmission of Electricity (Annual Fixed Cost) shall be recovered on monthly basis in accordance with Regulation 46 of Tariff Regulations, 2019 and shall be shared by the beneficiaries and long term transmission customers in Central Electricity Regulatory Commission (Sharing of Inter State Transmission Charges and Losses) Regulations, 2020 dated 04.05.2020 and amendment to these Regulations issued from time to time.
44. Further, since the reactors are installed in series with the 400 kV Mohindergarh- Dhanoda D/C line, the availability of the installed reactors shall be considered along with the Transmission line.
45. The Petitioner requests the Hon'ble Commission to grant recovery of interim tariff (till approval of final tariff) in accordance with Regulation 10 (3) of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019. The Petitioner also requests the Hon'ble Commission for recovery of final tariff determined in accordance with Regulation 10 (5) of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019. The Hon'ble Commission is requested for recovery of transmission tariff in terms of provisions of the 2020 sharing Regulations as provided in Regulation 57 of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019.
46. In the circumstances mentioned above it will be just and proper that the transmission tariff and charges for the assets covered under this Petition be allowed to be charged from the Respondents on the basis set out above.
47. Further, the Petitioner requests the Hon'ble Commission to invoke Regulation 76 "Power to Relax" under CERC Terms and Conditions of Tariff Regulations 2019 if the circumstances arise for any matter mentioned herewith in the petition.

The present petition is made bonafide and in the interest of justice. The Hon'ble Commission has jurisdiction to entertain the present matter and pass orders in terms of jurisdiction vested under section 61, 62, read with section 79 and section 94 of the Electricity Act, 2003.

PRAYER

In view of the aforementioned facts and circumstances of the present case it is, therefore, most respectfully prayed that this Hon'ble Commission may graciously be pleased to:

- a) Approve the Capital Cost and Transmission Tariff for the tariff block FY 2021-22 to FY 2023-24 for the Asset III covered under this Petition, claimed in this petition.
- b) Approve the Additional capitalisation projected to be incurred during the tariff block of FY 2022-23 to FY 2023-24 as claimed in the Petition.
- c) Allow interim tariff in accordance with Regulation 10 (3) of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 for recovery of Transmission Tariff under CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020.
- d) Allow Final tariff in accordance with Regulation 10 (5) of Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 for recovery of Transmission Tariff under CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020.
- e) Approve the reimbursement of expenditure by the beneficiaries towards Petition filing fee, and expenditure on publishing of notices in newspapers in terms of Tariff Regulations and other expenditure (if any) in relation to the

filing of Petition;

- f) Allow the Petitioner to consider availability of the installed reactors along with the transmission line.
- g) Allow the Petitioner to bill and recover the Licence fee and RLDC fees and charges, separately from the respondents in terms of Tariff Regulations; and
- h) Pass such other and further order or orders as this Hon'ble Commission may deem fit and proper under the facts and circumstances of the present case and in the interest of justice.

For, Adani Transmission (India) Limited

Place: Ahmedabad



Date: 12.08.2022

(Authorised Signatory)

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 216/TT/2020

alongwith

Petition No.184/TT/2013 & Petition No.146/TT/2016

Coram:

Shri P.K. Pujari, Chairperson

Shri I.S. Jha, Member

Shri Arun Goyal, Member

Shri P.K. Singh, Member

Date of Order: 21.01.2022

In the Matter of:

Approval under Regulation 86 of Central Electricity Regulatory Commission (Conduct of Business) Regulations, 1999 and truing up of transmission tariff of the 2014-19 period under the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014 and determination of transmission tariff of the 2019-24 period under the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 for Transmission System constructed, maintained and operated by Adani Transmission (India) Limited *vide* License No. 20/Transmission/2013/CERC.

And in the matter of:

Adani Transmission (India) Limited (ATIL),
(earlier in the name of Adani Power Limited),
Shikhar, Near Adani House,
Mithakhali Six Roads, Navrangpura,
Ahmedabad-389009.

....Petitioner

Vs

1. Power Grid Corporation of India Limited,
Saudamini, Plot-2, Sector-29,
Near IFFCO Chowk,
Gurgaon-122001, Haryana.
2. National Load Dispatch Centre,
B-9, Qutab Industrial Area, Katwaria Sarai,
New Delhi-110016.
3. Northern Regional Load Despatch Centre,
18-A, Shaheed Jeet Singh Sansanwal Marg,
Katwaria Sarai,
New Delhi-110016.



4. Western Regional Power Committee,
F-3, MIDC Area, Marol, Opposite SEEPZ,
Central Road, Andheri (East),
Mumbai-400093.
5. Central Electricity Authority,
Sewa Bhawan,
Sector-1, R.K. Puram,
New Delhi-110066.
6. Gujarat Energy Transmission Company Limited,
Sardar Patel Vidyut Bhavan, Race Course,
Vadodra-390007.
7. Haryana Vidyut Prasaran Nigam Limited,
1st Floor, Shakti Bhawan, Sector-6,
PanchKula-134109, Haryana.
8. Gujarat Urja Vikas Nigam Limited,
Sardar Patel Vidyut Bhawan, Race Course,
Vadodra-390007.
9. Maharashtra State Electricity Distribution Company Limited,
"Prakashgarh", Bandra (East),
Mumbai-400051, Maharashtra.
10. Madhya Pradesh Power Management Company Limited,
Shakti Bhawan, Vidyut Nagar, Rampur,
Jabalpur (MP)-482008.
11. M.P. Audyokik Kendra Vikas Nigam Limited,
Free Press House, 1st Floor,
3/54-Press Complex, A. B. road,
Indore-452008, Madhya Pradesh.
12. Chhattisgarh State Power Distribution Company Limited,
Vidyut Seva Bhawan Parisar, Dangania,
Raipur-492013, Chhattisgarh.
13. Goa State Electricity Department,
Vidyut Bhawan, Panaji,
Goa-403001.
14. Daman and Diu Electricity Department,
Administration of Daman & Diu,
Near Satya Narayan Temple,
Nani Daman-396210.



15. Electricity Department,
Administration of Dadra Nagar Haveli,
Dadra Nagar Haveli UT, Silvassa-396230.
16. Heavy water Projects, Department of Atomic Energy,
Heavy Water Board,
Vikram Sarabhai Bhawan, Anushakti Nagar,
Mumbai-400094.
17. Jindal Power Limited,
Tamnar,
Raigarh, Chattisgarh-496001.
18. Torrent Power Limited,
Torrent House, Opposite Ashram Road,
Ahmedabad-380009.
19. PTC India Limited,
2nd Floor, NBCC Tower,
15, Bhikaji Complex,
New Delhi-110066.
20. Haryana Power Purchase Centre,
Shakti Bhawan, Sector-6,
Panchkula, (Haryana)-134109.
21. Rajasthan Power Procurement Centre,
Room No. 24, Vidyut Bhawan, Janpath, Jyoti Nagar,
Jaipur-302005, Rajasthan.
22. Jodhpur Vidyut Vitran Nigam Limited,
New Power House Industrial Area,
Jodhpur-342003, Rajasthan.
23. Jaipur Vidyut Vitran Nigam Limited,
Vidyut Bhawan, Janpath, Jyoti Nagar, Jyoti Marg,
Jaipur-302005, Rajasthan.
24. Ajmer Vidyut Vitran Nigam Limited,
Old Power House, Hathi Bhatta, Jaipur Road,
Ajmer-305001, Rajasthan.
25. BSES Yamuna Power Limited,
Shakti Kiran Building, Karkardooma,
Delhi-110092.
26. BSES Rajdhani Power Limited,
BSES Bhawan, Nehru Place,
New Delhi-110019.



27. Tata Power Delhi Distribution Limited,
Cennet Building, 33 kV Substation Building,
Hudson Lines, Kingsway Camp,
Delhi-110009.
28. New Delhi Municipal Council,
Palika Kendra Building, Opposite Jantar Mantra,
Parliament Street,
New Delhi-110001.
29. Uttarakhand Power Corporation Limited,
Urja Bhawan, Kanwali Road,
Dehradun-248001.
30. Uttar Pradesh Power Corporation Limited,
Shakti Bhawan, 14, Ashok Marg,
Lucknow-226001, UP.
31. North Central Railway,
Allahabad, Uttar Pradesh.
32. Punjab State Power Corporation Limited,
The Mall, Ablowal,
Patiala-147001.
33. Power Development Department,
Jammu and Kashmir,
Civil Secretariat,
Jammu-180001.
34. Himachal Pradesh State Electricity Board,
Vidyut Bhawan,
Shimla-171004.
35. Electricity Department, UT Chandigarh,
Sector-9,
Chandigarh.
36. Northern Regional Power Committee,
18-A, Qutab Institutional Area,
Shaheed Jeet Singh Marg, Katwaria Sarai,
New Delhi-110016.
37. Western Regional Power Committee,
F-3, M.I.D.C. Area, Marol,
Andheri (East), Mumbai-400093.
38. Kanpur Electricity Supply Company Limited (NR),
14/71, Civil Lines,
Kanpur-208001.



39. Rajasthan Rajya Vidyut Prasaran Nigam Limited,
Vidyut Bhawan, Vidyut Marg,
Jaipur- 302005.
40. Delhi Transco Limited,
Shakti Sadan, Kotla Road,
New Delhi-110002.

...Respondent(s)

For Petitioner : Shri Sourav Roy, Advocate, ATIL
Shri Prabudh Singh, Advocate, ATIL
Shri Afak Pothiawala, Advocate, ATIL
Shri Bhavesh Kundalia, ATIL

For Respondents : Shri Manoj Dubey, Advocate, MPPMCL
Shri Rajeev Gupta, Advocate, MPPMCL
Shri Anindya Khare, MPPMCL
Shri K.M. Lal, DTL,
Shri S.K. Chaurvedi, DTL
Shri Gaurav Gupta, DTL
Shri Aditya Das, WRLDC
Ms. S. Usha, WRLDC

ORDER

The Petitioner, Adani Transmission (India) Limited (ATIL), a transmission licensee, has filed the instant petition for truing up of transmission tariff of the period from 1.4.2014 to 31.3.2019 under the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2014 (hereinafter referred to as "the 2014 Tariff Regulations") and for determination of transmission tariff for the period from 1.4.2019 to 31.3.2024 under the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019 (hereinafter referred to as "the 2019 Tariff Regulations") in respect of the following assets (hereinafter referred to as "the transmission assets") under evacuation of power from Mundra Power Project to Northern Region and Western Region (hereinafter referred to as "the transmission project"):



Asset-I: \pm 500 kV bipole Mundra-Mohindergarh HVDC Transmission Line including associated 400 kV lines, terminal sub-stations & bays; and

Asset-II: 400 kV D/C Mundra-Dehgam Transmission Line including associated system.

2. The Petitioner has made the following prayers in the instant petition:

"1) Approve the Trued-up Transmission Tariff for the Period of FY 2014-15 to FY 2018-19 for the assets covered under this petition.

2) Approve the Additional Capitalisation actually incurred during the tariff block FY 2014-15 to FY 2018-19 as claimed in the petition.

3) Approve the transmission tariff for the tariff block FY 2019-20 to FY 2023-24 for the assets covered under this petition, claimed in this petition.

4) Approve the Additional capitalisation projected to be incurred during the tariff block of FY 2019-20 to FY 2023-24 as claimed in the petition.

5) Approve the reimbursement of expenditure by the beneficiaries towards Petition filing fee, and expenditure on publishing of notices in newspapers in terms of Tariff Regulations and other expenditure (if any) in relation to the filing of petition.

6) Allow the Petitioner to bill and recover the Licence fee and RLDC fees and charges, separately from the respondents in terms of Tariff Regulations: and

7) Pass such other relief as Hon'ble Commission deems fit and appropriate under the circumstances of the case and in the interest of justice."

Background

3. The brief facts of the case are as follows:

(a) The Petitioner had filed Petition No. 44/TL/2012 for grant of transmission licence for the transmission assets as they are being used as part of ISTS. The Commission *vide* order dated 29.7.2013 in Petition No. 44/TL/2012 granted the transmission license and held that the transmission assets will be considered as part of ISTS from the date of grant of transmission license i.e. with effect from 29.7.2013.

(b) The scope of the work as per order dated 29.7.2013 in Petition No. 44/TL/2012 is as follows:



Particulars of Assets	
AC system	
Transmission line	
(i) 400 kV D/C Mohindergarh-Dhanonda	
(ii) 400 kV D/C Mohindergarh-Bhiwani	
(iii) 400 kV D/C Mundra-Sami-Dehgam	
Sub-stations	
(i) Sub-stations at Mundra & Mohindergarh	
(ii) Bays at Bhiwani (PG) Sub-station	
(iii) Sub-stations at Mundra & Sami	
(iv) Bays at Dehgam (PG) Sub-station	
HVDC System	
Transmission line	
(i) \pm 500 kV Bipole Mundra-Mohindergarh HVDC line	
(ii) 33 kV D/C Electrode lines for HVDC Mundra and Mohindergarh Terminal Stations	
Sub-station	
(i) HVDC Terminal Stations at Mundra & Mohindergarh	

(c) The entire scope of work under the transmission project has been completed and is covered in the instant petition, the particulars of the assets under scope of the work is as follows:

AC system	Asset details
Transmission line	
(i) 400 kV D/C Mohindergarh Dhanonda	Asset-I
(ii) 400 kV D/C Mohindergarh-Bhiwani	Asset-I
(iii) 400 kV D/C Mundra -Sami - Dehgam	Asset-II
Sub-stations	
(i) Sub-stations at Mundra & Mohindergarh	Asset-I
(ii) Bays at Bhiwani (PG) Substation	Asset-I
(iii) Sub-stations at Mundra & Sami	Asset-II
(iv) Bays at Dehgam (PG) Sub-station	Asset-II
HVDC System	
Transmission line	
\pm 500 kV Bipole Mundra -Mohindergarh HVDC line	Asset-I
33 kV D/C Electrode lines for HVDC Mundra and Mohindergarh Terminal Stations	Asset-I
Sub-station	
HVDC Terminal Stations at Mundra & Mohindergarh	Asset-I

(d) The transmission project was executed in two sets for evacuation of power from Mundra Power Project namely, Asset-I (for evacuation of power to NR) and Asset-II (for evacuation of power to WR) as detailed hereunder:



Asset	Name of Asset	Actual COD
Asset-I	HVDC Pole-I along with HVDC line	12.07.2012
	HVDC Pole-II along with HVDC line	09.10.2012
	400 kV D/C Mohindergarh-Dhanonda AC line	12.07.2012
	400 kV D/C Mohindergarh-Bhiwani AC Line	09.08.2012
Asset II	400 kV D/C Mundra-Sami-Dehgam	13.07.2009
	400 kV D/C Sami-Dehgam along with Switching Station	13.07.2009

(e) The tariff for the transmission assets was allowed for the period from 1.10.2013 to 31.3.2014 vide order dated 18.3.2016 in Petition No.184/TT/2013, considering the deemed COD as 1.10.2013.

(f) Aggrieved with the Commission's order dated 18.3.2016 in Petition No.184/TT/2013, the Petitioner filed Appeal No. 226 of 2016 before the Appellate Tribunal for Electricity (APTEL) contesting decision of the Commission to approve COD as 1.10.2013 instead of 29.7.2013 and against reduction of capital cost of sub-stations.

(g) APTEL vide judgment dated 8.11.2017 in Appeal No. 226 of 2016 partly allowed the Appeal. APTEL held that there is no infirmity in Commission's decision to consider the opening loan as on the date of commencement of tariff after reducing it by cumulative depreciation. However, APTEL remanded the matter back to the Commission for considering the date of grant of transmission licence, i.e. 29.7.2013, as COD of the transmission assets and also directed to consider the actual cost paid by the Petitioner to PGCIL towards construction of sub-station on deposit work basis while determining the capital cost of the transmission assets.

(h) The relevant portion of the judgment dated 8.11.2017 of APTEL in Appeal No. 226/2016 regarding COD is extracted hereunder:

"We are of the considered opinion that some issues raised in the present Appeal have merit as discussed above. The Appeal is hereby partially allowed.

The Impugned Order dated 18.3.2016 passed by the Central Commission is hereby remanded to the Central Commission for allowing the date of grant of Transmission License i.e. 29.7.2013 as the date of tariff commencement for the transmission assets of the Appellant & to determine the capital cost of the said transmission assets including Bhiwani & Dehgam sub stations as on

date of grant of Transmission License as decided above including consequential reliefs to the Appellant.”

(i) As regards the capital cost of the sub-station, APTEL in its judgement dated 8.11.2017 in Appeal No. 226/2016 has held as follows:

“Reduction of Capital Cost of AC Substation Portion

1) In view of the above we are of the considered opinion that the Central Commission is justified in using benchmark capital cost while deciding capital cost of the AC substation of the Appellant and there is no infirmity in the decision of the Central Commission. (Ref: 16 (c) v)

2) We observe that in case of the sub stations (Bhiwani & Dehgam) where Powergrid has carried out the works of the Appellant on deposit works basis in the premises of its existing sub stations, the Central Commission has compared the capital cost of the Appellant with that of the indicative cost of similar works carried out by Powergrid. (Ref: 16 (h) ii)

3) We see some merit in the claim of the Appellant that the Central Commission has subjectively used indicative cost or benchmark cost as prudence check for arriving at the capital cost of the Appellant. In view of our discussions as above, the deposit works carried out by the Powergrid on behalf of the Appellant and the cost of those works being less than as derived from the benchmark model, we are of the considered opinion that the Appellant is entitled to recover the cost for the said sub stations where Powergrid has executed the works on behalf of the Appellant. The Central Commission is hereby directed to consider the actual capital cost considering the deposit work executed by Powergrid for the said transmission assets. Here we would like to clarify that the capital cost in this case for the said assets is to be considered as on date of grant of TL as we have decided the date of tariff commencement as the date of grant of TL to the Appellant. (Ref: 16 (h) iii)

Reduction of Loan Outstanding by Cumulative Depreciation till the Date of Transmission License

1) Accordingly, as per the foregoing discussions, we decide that the opening loan as on date of tariff commencement date is to be considered after reducing it by cumulative depreciation as done by the Central Commission and there is no infirmity in the decision of the Central Commission in this regard. (Ref: 16 (j) v)

2) We have already decided that the tariff commencement date is to be considered as date of grant of TL i.e. 29.7.2013 therefore, the Central Commission is directed to work out the capital cost as on 28.7.2013 and the other tariff components including interest on loan as per the provisions of the Tariff Regulations, 2009. (Ref: 16 (j) vi)

3) On the issue of depreciation on pruned capital cost as on date of tariff determination, the Central Commission has submitted that this issue is being dealt in true up petition filed by the Appellant. Accordingly, with the consent of the parties this issue is not dealt in the present Appeal. However, it is clarified



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that the date of tariff commencement is to be taken as 29.7.2013 as decided in this judgement. (Ref: 16 (j) vii)"

(j) Aggrieved with the decision of APTEL on the issue of amount of opening loan, the Petitioner has filed a Review Petition No. 3 of 2018 in Appeal No. 226/2016 before APTEL and same is pending. The Petitioner has also filed Civil Appeal against the judgment of the APTEL in Appeal No. 226/2016 before the Hon'ble Supreme court and the same is also pending before the Hon'ble Supreme court.

(k) In the meanwhile, the Petitioner filed Petition No. 146/TT/2016 for truing up of tariff of 2013-14 period and for determination of transmission tariff for the 2014-19 tariff period. The trued-up tariff determined *vide* order dated 3.11.2017 in Petition No.146/TT/2016 was based on admitted capital cost of ₹364539.06 lakh and ₹54089.69 lakh as on 1.10.2013 and ₹370083.06 lakh and ₹54089.69. lakh as on 31.3.2014, in case of Asset-I and Asset-II respectively. The trued-up additional capital expenditure (ACE) considered for Asset-I and Asset-II during 2013-14 period was ₹5544.00 lakh and 'nil', respectively.

(l) The present petition is filed by the Petitioner for truing up of tariff of 2014-19 tariff period in accordance with the 2014 Tariff Regulations and determination of tariff for the 2019-24 tariff period in accordance with the 2019 Tariff Regulations.

4. The matter was heard on 28.8.2020 and order was reserved. Thereafter, the Petitioner submitted letter dated 7.10.2021 stating that it is not inclined to press for the implementation of the APTEL judgment dated 8.11.2017 in Appeal No. 226/2016 for redetermination of tariff of the transmission assets for 2013-14 period based on revised COD as the annual accounts for the Petitioner are already settled. The said letter is as follows:



"ANNEXURE A-1**Ref: ATIL/CERC/07102021****Date: 07.10.2021**

Shri Sanoj Kumar Jha
 Secretary,
 Central Electricity Regulatory Commission,
 3rd & 4th Floor, Chandernagore Building,
 36, Janpath,
 New Delhi-110001

Subject-APTEL judgment dated 08.11.2017 in Appeal No. 226 of 2016

Dear Sir,

ATIL was granted Transmission license No. 20/Transmission/2013/CERC dated 29.07.2013. ATIL had filed Petition No. 184/TT/2013 for determination of tariff for the control period 2009-14 (FY 2013-14). Hon'ble Commission vide order dated 18.03.2016 determined the tariff for the year 2013-14. ATIL filed Appeal no. 226/2016 before the Hon'ble APTEL challenging order of the Commission against certain disallowance of cost and consideration of COD as 01.10.2013 in place of 29.07.2013.

Hon'ble Tribunal, vide its judgment dated 08.11.2017 in appeal no. 226/2016, partly allowed the Appeal and decided the issue of date of commencement of tariff in favour of ATIL. The Hon'ble Tribunal had directed the Hon'ble Commission to pass consequential order and grant tariff considering 29.7.2013 as deemed DOCO/tariff commencement date.

It is pertinent to note ATIL has been managing its operations and accounts in terms of the Hon'ble Commission's order dated 18.03.2016, granting commencement of tariff w.e.f 01.10.2013. Accordingly, the Hon'ble Commission has also determined tariff for the control period 2014-19 vide order dated 03.11.2017 in Petition No 146/TT/2016. ATIL has also filed tariff Petition bearing no 216/TT/2020 for the control period 2019-2020, considering COD as 01.10.2013, which was reserved for order on 28.08.2020. Further, the Annual Accounts of ATIL are already settled. Therefore, ATIL is not inclined to press for the implementation of judgment of the Hon'ble Tribunal for re-determination of tariff based on revised COD.

In view of the above, we request the Hon'ble Commission not to pass consequential order in the above matter.

Your sincerely,

For Adani Transmission (India) Limited

Authorised Signatory

Tanmay Vyas"

5. In view of the Petitioner's letter dated 7.10.2021, Petition No. 184/TT/2013, Petition No.146/TT/2016 and Petition No. 216/TT/2020 were listed for hearing on



25.11.2021, with a notice to the beneficiaries. The learned senior counsel for the Petitioner submitted that it is not inclined to take the benefit of the APTEL judgment dated 8.11.2017 for re-determination of tariff based on the revised COD, as considerable time has lapsed since the issue of order in Petition No. 184/TT/2013 and that the annual accounts of the Petitioner are already settled. He further submitted that consequential relief of the APTEL judgment dated 8.11.2017 involves opening of books of account of the Petitioner from 2013 onwards and tariff re-determination from the revised COD i.e. 29.7.2013 which is a complex procedure and that it does not accrue any commercial benefit to the Petitioner. He submitted that an affidavit relinquishing the right/ claim of the Petitioner confining to the issue of consideration of COD as 29.7.2013 will be placed on record. He also submitted that the pending Review Petition No.3/2018 before APTEL and Civil Appeal before the Hon'ble Supreme Court against the judgment dated 8.11.2017 in Appeal No. 226/2016 are regarding the disallowance of cost, and is not related to the issue of COD of the transmission assets. He further clarified that the Petitioner will not claim or pursue its relinquished claim regarding COD of the transmission assets as 29.7.2013 in any of the forums for the present or in future through any of the pending cases or future cases. After hearing the Petitioner, the Commission directed the Petitioner to submit a copy of the review petition filed before APTEL and the Civil Appeal filed before Hon'ble Supreme Court by 7.12.2021 on affidavit with a copy to the Respondents. The Respondents were directed to file reply by 14.12.2021 and the Petitioner to file rejoinder, if any, by 21.12.2021. However, none of the Respondents have filed their reply. But MPPMCL vide its letter dated 14.12.2021 sought extension of time to file its reply and was granted time till 29.12.2021 to



file reply. However, no reply has been filed by MPPMCL. Therefore, we proceed to dispose of the instant petition.

6. In compliance of the direction of the Commission vide RoP dated 25.11.2021, the Petitioner has filed an affidavit, dated 4.12.2021, stating that it waives all/ any of its rights and interests in relation to consequential relief that may arise on account of change of date of tariff commencement. The said waiver of relief is for all times and the Petitioner undertakes to not to make claim in this regard at any time in future. The Petitioner has submitted that it has been managing its operations and accounts in terms of the order dated 18.3.2016, granting commencement of tariff w.e.f. 1.10.2013 and the said date of commencement of tariff may continue for the past and future period as has been recognised in the books of the Petitioner. The Petitioner has also filed true copy of the Review Petition No. 3 of 2018 (filed before APTEL) and Civil Appeal Diary No. 4551/2018 (filed before the Hon'ble Supreme Court).

7. We have considered the submissions of the Petitioner. The Commission in order dated 18.3.2016 in Petition No.184/TT/2013 approved COD of the transmission assets as 1.10.2013 against the Petitioner's claim of 29.7.2013, which was the date of grant of transmission licence. The relevant portion of the order dated 18.3.2016 is as follows:

"26.....In our view, the reference date of 1.10.2013 can be taken for determination of tariff for the following reasons. Firstly, the assets were put into use as ISTS after taking into account all the requirements of the system operator like control area jurisdiction, scheduling, metering location, transmission charges and losses under PoC mechanism etc. which were decided in a meeting taken by Chairperson CEA with the attendance of all stakeholders including the representative of the petitioner. Secondly, the transmission charges will be serviced through PoC mechanism with effect from 1.10.2013 as decided in the said meeting. Thirdly, recovery of the transmission charges from the date of grant of licence till 30.9.2013 will no more remain an issue. Fourthly, since the transmission systems of the petitioner were effectively used as dedicated transmission system between 29.7.2013 till 30.9.2013, the petitioner shall continue to recover the charges for the



said period in the same manner it was recovering from the date of actual commissioning till 29.7.2013. Finally, taking 1.10.2013 as the date for determination of tariff will balance the interests of the petitioner and beneficiaries. In view of the above discussion, we decide that the deemed CoD for the purpose of determination of tariff shall be considered as 1.10.2013."

8. The Petitioner filed an Appeal before APTEL against the order dated 18.3.2016 and as stated above, APTEL directed the Commission to consider the date of licence i.e., 29.7.2013, as COD and, accordingly, directed to revise the tariff allowed for the transmission assets. During the intervening period, the Commission had trued up the tariff allowed vide order dated 18.3.2016 and also granted tariff for the 2014-19 tariff period vide order dated 3.11.2017 in Petition No.146/TT/2016. The Petitioner in the instant petition has submitted that it waives its rights and interest that may arise on account of revision of COD and consequent revision of tariff for the present and at any time in future. None of the Respondents have filed any response to the Petitioner's request. As the Petitioner on its own has relinquished the relief granted by APTEL vide judgement dated 8.11.2017 in Appeal No.226 of 2016, COD of the transmission asset is considered as 1.10.2013 (same as in Petition No. 184/TT/2013 and Petition No. 146/TT/2016) and the capital cost and tariff are allowed accordingly. As a result, there is no necessity to revise the tariff granted vide order dated 18.3.2016 in Petition No.184/TT/2013 and tariff trued up vide order dated 3.11.2017 in Petition No.146/TT/2016 for the period 2013-14. We would also like to reiterate that the issue of COD of the transmission assets would not be reopened anytime in future, in terms of affidavit submitted by the Petitioner thereby waiving off its rights and claims in this regard.



9. The Respondents are distribution licensees, power departments and transmission licensees, who are procuring transmission services from the Petitioner, mainly beneficiaries of the Northern Region.

10. The Petitioner has served the petition on the Respondents and notice of this application has also been published in the newspapers in accordance with Section 64 of the Electricity Act 2003. No comments or suggestions have been received from the general public in response to the aforesaid notices published in the newspapers by the Petitioner. Madhya Pradesh Power Management Company Limited (MPPMCL), Respondent No. 10, has filed its reply *vide* affidavits dated 23.5.2020 and 8.6.2020 and has raised issues of admissibility of ACE claimed by the Petitioner on account of SCADA upgradation, 12 ohm reactors and other items, additional O&M Expenses for increased line length of 2 km, etc. The Petitioner *vide* affidavit dated 19.8.2020 has filed rejoinder to the reply of MPPMCL.

11. Tariff for 2014-19 tariff period is being trued-up and tariff for 2019-24 period is being determined in this order taking into consideration the submissions made by the Petitioner in the petition dated 15.10.2019, reply of MPPMCL dated 23.5.2020 and 8.6.2020 and Petitioner's rejoinder dated 19.8.2020, additional information submitted *vide* affidavit dated 9.6.2020, and reply to TV letter dated 16.9.2020 filed *vide* affidavit dated 4.2.2021.

12. Having heard the representatives of the Petitioner and learned counsel for MPPMCL and having careful perusal of the materials on record, we proceed to dispose of the petition.



Truing up of Annual Fixed Charges for the 2014-19 Tariff Period

13. The details of the trued-up transmission charges claimed by the Petitioner in respect of the transmission assets are as follows:

(₹ in lakh)

Particulars	Asset-I				
	2014-15	2015-16	2016-17	2017-18	2018-19
Depreciation	19274.00	19720.00	19744.00	19750.00	19758.00
Interest on Loan	28780.00	25951.00	27403.00	22959.00	20354.00
Return on Equity	22253.00	22874.00	22905.00	22913.00	22981.00
Interest on working capital	1818.00	1788.00	1834.00	1745.00	1699.00
O & M Expenses	3618.00	3811.00	4018.00	4239.00	4473.00
Total	75744.00	74144.00	75905.00	71605.00	69265.00

(₹ in lakh)

Particulars	Asset-II				
	2014-15	2015-16	2016-17	2017-18	2018-19
Depreciation	2801.00	2801.00	2801.00	2803.00	2806.00
Interest on Loan	3245.00	2769.00	2822.00	2266.00	1898.00
Return on Equity	3182.00	3198.00	3199.00	3202.00	3213.00
Interest on working capital	277.00	269.00	272.00	262.00	256.00
O & M Expenses	1175.00	1214.00	1255.00	1296.00	1339.00
Total	10681.00	10251.00	10351.00	9832.00	9513.00

14. The details of the trued-up Interest on Working Capital (IWC) claimed by the Petitioner in respect of the transmission assets are as follows:

(₹ in lakh)

Particulars	Asset-I				
	2014-15	2015-16	2016-17	2017-18	2018-19
Maintenance Spares	543.00	572.00	603.00	636.00	671.00
O&M expenses	301.00	318.00	335.00	353.00	373.00
Receivables	12624.00	12357.00	12651.00	11934.00	11544.00
Total	13468.00	13247.00	13588.00	12923.00	12588.00
Rate of Interest (%)	13.50	13.50	13.50	13.50	13.50
Interest on Working Capital	1818.00	1788.00	1834.00	1745.00	1699.00

(₹ in lakh)

Particulars	Asset-II				
	2014-15	2015-16	2016-17	2017-18	2018-19
Maintenance Spares	176.27	182.16	188.19	194.44	200.89
O&M expenses	97.93	101.20	104.55	108.02	111.60
Receivables	1780.14	1708.43	1725.18	1638.70	1585.44
Total	2054.34	1991.79	2017.92	1941.16	1897.93
Rate of Interest (%)	13.50	13.50	13.50	13.50	13.50
Interest on Working Capital	277.34	268.89	272.42	262.06	256.22



Capital Cost

15. The capital cost as on 31.3.2014 and estimated additional capital expenditure incurred or projected to be incurred during 2014-19 as admitted by the Commission vide order dated 3.11.2017 in Petition No. 146/TT/2016 are as follows:

Particulars	Asset-I				
	2014-15	2015-16	2016-17	2017-18	2018-19
Opening Capital Cost	370083.06	386428.06	387437.06	387437.06	387437.06
Additional Capitalisation	16345.00	1009.00	0.00	0.00	0.00
Closing Capital Cost	386428.06	387437.06	387437.06	387437.06	387437.06

Particulars	Asset-II				
	2014-15	2015-16	2016-17	2017-18	2018-19
Opening Capital Cost	54089.69	54089.69	54089.69	54089.69	54089.69
Additional Capitalisation	0.00	0.00	0.00	0.00	0.00
Closing Capital Cost	54089.69	54089.69	54089.69	54089.69	54089.69

16. The Commission vide order dated 3.11.2017 in Petition No. 146/TT/2016 had held as under:

"10. The petitioner has submitted the separate capital cost of AC and HVAC portions of Asset I duly certified by Statutory Auditor. However, the petitioner has not submitted separate details of additional Capitalisation, undischarged liabilities and FERV with respect to AC and HVAC portions of Asset I. In the absence of this information, it is not possible to work out separate tariff for AC and HVAC portions of Asset I. As such, tariff for Asset I is trued up on consolidated basis for the 2009-14 tariff period and the incentive in respect of HVAC and HVDC portions shall be in proportion to the capital cost of AC and HVDC portion as allowed in order dated 18.3.2016. Further, the tariff for Asset I for the 2014-19 tariff period is also allowed on a consolidated basis and separate tariff for AC and HVDC portions of Asset I shall be allowed at the time of truing up of the 2014-19 tariff on furnishing of the relevant information by the petitioner."

17. The Petitioner in the instant petition has submitted that Asset-I and Asset-II is for the evacuation power from Mundra Power Project to Northern Region (NR) and Western Region (WR), respectively. Accordingly, Asset-I and Asset-II receive availability certificates from NRLDC and WRLDC, respectively. Accordingly, it will be difficult to calculate the availability for the asset as a whole and in turn calculation of transmission charges including incentive will not be possible for the



purpose of revenue calculation and billing. Therefore, the Petitioner has provided details of transmission charges separately for Asset-I and Asset-II.

18. We have considered the submissions of the Petitioner and noted that the Petitioner has not bifurcated the tariff for AC and HVDC portions of Asset-I in the instant true up petition also. Therefore, based on the available information, the capital cost is approved in the instant petition for AC and HVDC portions of Asset-I.

19. The Petitioner in the instant petition has claimed the same capital cost as on 1.4.2014 of ₹370083.06 lakh and ₹54089.69 lakh as on 31.3.2014 for Asset-I and Asset-II respectively as admitted by the Commission vide order dated 3.11.2017 in Petition No.146/TT/2016. Therefore, the capital cost of ₹370083.06 lakh and ₹54089.69 lakh for Asset-I and Asset-II respectively has been considered as opening capital cost as on 1.4.2014 for true-up of transmission tariff for the 2014-19 tariff period.

Additional Capital Expenditure (ACE):

20. The Commission vide order 3.11.2017 in Petition No.146/TT/2017 had allowed the following ACE on account of spill-over of the expenditure to 2014-19 tariff period related to township and colony at Mohindergarh Sub-station and the Security System, cost escalation, price variation, balance payment for Asset-I:

(₹ in lakh)				
2014-15	2015-16	2016-17	2017-18	2018-19
16345.00	1009.00	0.00	0.00	0.00

21. The Petitioner in the instant true up petition has claimed the following ACE for 2014-19 tariff period:



(₹ in lakh)					
Asset	2014-15	2015-16	2016-17	2017-18	2018-19
Asset-I	16345.00	1009.00	50.00	192.00	81.00
Asset-II	0.00	0.00	57.00	49.00	27.00

22. The Petitioner has claimed ACE in 2014-19 tariff period towards the following items:

2014-19 Tariff Period

- (a) Undischarged liabilities and balance/ deferred payment
- (b) New items such as:
 - (i) Truck mounted hot line washing machine for insulators
 - (ii) Silicon Paint Coating on High voltage Insulators
 - (iii) Replacement of Porcelain insulator
 - (iv) Expenses for installation of security system
 - (v) Automatic Power Factor Control (APFC) panel
 - (vi) Emergency Restoration System
 - (vii) Replacement of Battery Bank
 - (viii) Upgradation of Power Line Carrier Communication (PLCC)
 - (ix) Liabilities to meet award of arbitration for Land at Sami
 - (x) Change of possession of Land

23. Further, the Petitioner has prayed to admit the claimed ACE under applicable clause of Regulation 14(3) of the 2014 Tariff Regulations and has submitted the following justification:

Asset-I

- (a) The copies of Auditor's certificates dated 6.8.2016 for 2014-15 and 2015-16 which were submitted while filing Petition No.146/TT/2016, have also been submitted in the instant petition.
- (b) The Petitioner had claimed additional capital expenditure during 2014-15 and 2015-16 under Regulations 14(1)(i) and 14(1)(ii) of the 2014 Tariff Regulations. ACE claimed for 2014-15 and 2015-16 are on account of undischarged liabilities and balance/ deferred payment and are within the "cut off" date. Item-wise break-up of additional capitalisation in 2014-15 and 2015-16 are as follows:



Sr. No.	Particulars	(₹ in lakh)	
		Asset-I	
		2014-15	2015-16
1.	Township & Colony at Mohindergarh	599.00	50.00
2.	Cost Escalation/ PV/ Balance Payment	382.00	140.00
3.	Security System	14.00	148.00
4.	Deferred payment of FERV accruing between 29.7.2013 to 30.9.2013 on LC/ borrowing/ vendor	15350.00	-
5.	Deferred payment of FERV up to 29.7.2013 on vendor payment/ Retention LC	-	671.00
	Total	16345.00	1009.00

(c) The Commission vide its order in Petition No.146/TT/2016 approved the above ACE of ₹16345 lakh and ₹1009 lakh in 2014-15 and 2015-16 respectively, for determination of tariff. Therefore, the Petitioner has considered the approved ACE of ₹16345 lakh in 2014-15 and ₹1009 lakh in 2015-16 in the present petition.

(d) The Petitioner has claimed following ACE in 2016-17, 2017-18 and 2018-19:

Sr. No.	ACE during FY	Amount capitalised/ proposed to be capitalised	Justification	(₹ in lakh)
				Regulation under which covered
1	2016-17	25.00	Truck mounted hot line washing machine for insulators	14(3)(ix)
2		25.00	Silicon Paint Coating on High voltage Insulators	14(3)(ix)
Sub-total		50.00		
3	2017-18	23.00	Silicon Paint Coating on High voltage Insulators	14(3)(ix)
4		150.00	Replacement of porcelain insulator	14(3)(ix)
5		19.00	Expenses for installation of security system for efficient operation of transmission system	14(3)(ix)
Sub-total		192.00		
6	2018-19	52.00	APFC panel for successful and efficient operation of transmission system	14(3)(ix)
7		15.00	Emergency restoration system	14(3)(ix)
8		14.00	Replacement of porcelain insulator	14(3)(ix)
Sub-total		81.00		

(e) Reasoning/ justification submitted by the Petitioner for ACE in 2016-17, 2017-18 and 2018-19 is as follows:



(i) *Truck mounted hot line washing machine for insulators*: The insulators of lines & equipment are contaminated due to dust, birds' droppings, chemical pollution, saline weather etc. The contaminated insulators are susceptible for flashover during humid atmosphere, dew or foggy weather etc. Hence, there is a need to clean it periodically. The Petitioner was facing frequent failure and disturbances in HVDC line and to minimise it, the Petitioner decided to develop insulator cleaning infrastructure and purchased truck mounted hotline washing machine for insulators.

(ii) *Silicon Paint Coating on High Voltage Insulators*: Corrosion and pollution of outdoor high voltage insulators is a common problem for utilities, with a considerable impact to power system reliability. A possible outage in a high voltage system usually corresponds to a severe impact to the power system. To prevent the possible flashovers due to corrosion and pollution, high voltage insulation coating is done, aiming to improve the insulation performance, either by suppressing the formation of surface conductivity or by increasing the possible insulation level. Since the Petitioner's HVDC lines are in coastal area, there are issues of corrosion and subsequent failures of insulators and, hence, the Petitioner has carried out the silicon painting in HVDC sub-station equipment to avoid tripping due to dust and corrosion.

(iii) *Replacement of porcelain insulator*: The transmission lines of the Petitioner are around the humid area of Gujarat. Due to humid weather conditions near creek area in Gujarat section, dust film is forming on insulators, which creates a conducting path between conductors and the tower and same leads to frequent disturbances in power equipment. Further, as result of higher pollution level, frequent tripping of lines, especially those passing through creek and polluted area. Despite taking regular maintenance measures, including cleaning of insulators in critical stretches every year, tripping in some of the portion is matter of concern. To overcome this, the Petitioner has replaced

Porcelain Insulators with Silicon Rubber Insulators in humid areas, to avoid frequent disturbance in power evacuation through HVDC line.

(iv) *Expenses for installation of security system for efficient operation of transmission system:* The Mundra-Mohindergarh transmission system has been facing regular incidents of conductor theft in electrode line. Due to this, there has been frequent tripping of Mundra-Mohindergarh HVDC pole. In order to minimise theft, the Petitioner had deputed many security guards but it was not effective. There were few incidents where sudden outage of system had resulted into the restriction of power flow and ultimately hampered the system security and stability. Therefore, in order to resolve the situation permanently, it has been decided to install electronics online monitoring system.

(v) *Automatic Power Factor Control (APFC) panel for successful and efficient operation of transmission system:* It is pertinent to note that the Petitioner was facing the issue of Low Power Factor i.e. 75%. Low Power Factor draws a higher internal current and the excessive heat generated can damage and/or shorten equipment life. At low power factor, the higher current gives rise to copper losses in the system and the efficiency of the system gets reduced. Therefore, the Petitioner decided to install APFC system to improve Power Factor.

(vi) *Emergency Restoration System:* To mitigate any natural calamities or unforeseeable events such as sabotage and to restore the system within minimum time period, an Emergency Restoration System (ERS) was procured. This will enhance reliability and stability of transmission system.

(f) The Certificates of Chartered Accountant with respect to Additional Capitalisation in 2016-17, 2017-18 and 2018-19 are filed.

Asset-II

(a) The Petitioner has claimed the following ACE during 2016-17, 2017-18 and 2018-19:



				(₹ in lakh)
Sr. No.	ACE during FY	Amount capitalised/ proposed to be capitalised	Justification	Regulation under which covered
1	2016-17	7.00	Replacement of Battery Bank	14(3)(ix)
2		50.00	Upgradation of power line carrier communication	14(3)(ix)
Sub-total		57.00		
3	2017-18	22.00	Change of possession of Land	14(3)(vii)
4		19.00	Expenses for installation of security system for efficient operation of transmission system	14(3)(ix)
5		8.00	Upgradation of power line carrier communication	14(3)(ix)
Sub-total		49.00		
6	2018-19	27.00	Liabilities to meet award of arbitration for Land at Sami	14(3)(i)

(b) Reasoning/ justification submitted by the Petitioner for ACE in 2016-17, 2017-18 and 2018-19 are as follows:

(i) *Expenses for installation of security system for efficient operation of transmission system:* The Mudra-Sami-Dehgam transmission system has been facing regular incidents of conductor theft in electrode line. Due to this, there has been frequent tripping of transmission line. In order to minimise theft, Petitioner had deputed many security guards but it was not effective. There were few incidents where sudden outage of system had resulted into the restriction of power flow and ultimately hampered the system security and stability. Therefore, in order to resolve the situation permanently, it has been decided to install electronics online monitoring system.

(ii) *Replacement of Battery Bank:* The Battery Bank's life has expired and it has started failing. So, it was decided to replace the complete Battery Bank to maintain reliability of the system.

(iii) *Upgradation of Power Line Carrier Communication (PLCC):* The Petitioner had installed BPL make PLCC panels at Mundra-Sami-Dehgam. However, BPL has stopped their operations and was not providing the services. The BPL make panels are also very old and

many mal-operations were observed and, therefore, the Petitioner decided to replace PLCC panels with ABB make panels for efficient operation of transmission system.

(iv) *Liabilities to meet award of arbitration for land at Sami:* The Petitioner paid settlement charges to purchase land measuring 1580 sq. mt. at 400 kV Switching Station, Sami.

(v) *Change of possession of land:* Some portion of land was not in possession of the Petitioner. Therefore, it was decided to change the ownership to the Petitioner and incurred the expense of ₹22 lakh.

24. MPPMCL, *vide* affidavit dated 8.6.2020 has submitted the following in respect of trueing up of tariff for 2014-19 period for the transmission assets:

Asset-I

(a) The Petitioner has claimed true-up of tariff without clearly specifying the net over-expenditure against the approved ACE. In absence of a clear component-wise over-expenditure and under-expenditure as against those "Allowed on Estimated Basis" in Petition No. 146/TT/2016, a prudent true up exercise may not be possible. The Petitioner should be directed to submit the said details on affidavit to enable prudence check.

(b) The "cut-off date" of the transmission assets was 31.3.2016. Since ACE is said to have been made after the cut-off date, i.e., during 2017 and 2019, the same are not admissible in view of Regulation 14 of the 2014 Tariff Regulations.

(c) The claim of ₹25 lakh towards additional capitalization of Truck Mounted Hot Line Washing Machine for Insulators is not a capital expenditure but is a part of O&M Expenses already allowed on Normative Basis *vide* order dated 3.11.2017 in Petition No. 146/TT/2016. The Petitioner cannot claim it separately as ACE. Furthermore, the said expenditure was not included in the original scope of work and has been made after the cut-off date. The said expenditure is not of the nature of necessary or genuine expenditure which could not be avoided and a prior



approval of the same was not sought from the Commission. The said expenditure is not covered under Regulation 14 of the 2014 Tariff Regulations. Hence, the Petitioner's claim on this count be disallowed.

(d) ACE of ₹48 lakh towards Silicon Paint Coating on High Voltage Insulators is said to have been incurred after the cut-off date of 31.3.2016 and was not included in the original scope of work. Prior approval of the Commission and consent of the beneficiaries was not obtained by the Petitioner while incurring such expenditure. Even otherwise after incurring these expenditures, the Petitioner would obviously get compensated by way of savings in O&M expenses and repairs. The said expenditure is not covered under Regulation 14 of the 2014 Tariff Regulations. Hence, it may be disallowed.

(e) The Petitioner has claimed an ACE of ₹164 lakh towards replacement of Porcelain Insulators. This expenditure was also not envisaged in the original scope of work. It is an expenditure included under Repairs and Maintenance and is not a capital expenditure. Prior approval of the Commission and consent of the beneficiaries was not obtained by the Petitioner while incurring such expenditure. Even otherwise after incurring these expenditures, the Petitioner would obviously get compensated by way of savings in O&M expenses and repairs. The said expenditure is not covered under Regulation 14 of the 2014 Tariff Regulations. Hence, it may be disallowed.

(f) The Petitioner has further claimed ₹19 lakh towards installation of Security System for Efficient Operation of Transmission System; ₹52 lakh towards APFC Panel for Successful and Efficient Operation of Transmission System; and ₹15 lakh towards Emergency Restoration System. ACE on these heads stands considered vide earlier order dated 18.3.2016. By way of present petition, the Petitioner cannot seek a review of said order in the garb of a true up. These expenditure are not covered under Regulation 14 of 2014 Tariff Regulations. Hence, these may be disallowed.



(g) The Petitioner's claim of ₹19 lakh towards Installation of Security System for Efficient Operation of the Transmission System, being after the cut-off date is contrary to the provisions of Regulation 14 of the 2014 Tariff Regulations. The said expenditure was not declared earlier as a deferred capital expenditure. The Petitioner has not demonstrated any instance of conductor theft and has also not brought on record any First Information Report, if any, lodged by it for alleged theft of conductor in Mundra-Sami-Dehgam Transmission system. There is no bona fide basis for the Petitioner to claim this expense. The expense is not genuine and hence, may be disallowed.

Asset-II

(a) The Petitioner has claimed ACE of ₹7 lakh towards replacement of the entire Battery Bank, alleging that it has completed its life and has started failing. The Petitioner has failed to regularly maintain the batteries in the bank and has not provided timely maintenance to the bank. Even otherwise, in the original scope of the project, the capitalization towards Battery Bank was made for the entire life of the project. Additional Capitalization on this count would lead to additional recovery from the beneficiaries and result in undue tariff hike. The Petitioner may meet the said expense from Repairs & Maintenance Cost allowed to it. The Petitioner should have considered the Battery Bank's life in consultation with its provider at the initial stage in the original scope of work and claimed reasonable capitalization at the initial stage. Therefore, such a claim at this stage is not just and proper and may not be allowed.

(b) The Petitioner's claim of ₹58 lakh towards alleged Upgradation of Power Line Carrier Communication does not meet the requisites of Regulation 14 of the 2014 Tariff Regulations. The Petitioner has failed to bring on record any communication from BPL to the effect that they have stopped their operations and were not providing the services. Even otherwise, the beneficiaries cannot be saddled with the consequences of BPL in untimely stopping its services. The Petitioner ought to have made due representations at appropriate redressal forum in this respect and



sought proper redressal. Such a redressal cannot be claimed by way of servicing the same in tariff on beneficiaries. Replacement of BPL make panels with PLCC panels is not a mandatory or regulatory requirement. Hence, may be dismissed.

(c) In respect of ₹27 lakh claimed by the Petitioner towards liabilities to meet the Arbitration Award of land at Sami is not supported by the certified copy of the Arbitration Award and a Satisfaction Certificate of the same. The mention of such deferred liability was also not made in the earlier tariff petitions by the Petitioner and the same was also not approved earlier by the Commission. The said claim is contrary to the provisions of Regulation 14 of the 2014 Tariff Regulations and, hence, may be dismissed.

(d) The Petitioner's claim of ₹22 lakh towards change in possession of land is baseless. The Petitioner had not disclosed this deferred liability at the initial stage. It has failed to produce on record as to from whom it has procured the said land and at which price. The Petitioner has failed to establish as to how it could take possession of the land without having prior right and title or lease / license over it. The Petitioner has not disclosed the description of the said land and its usage in the project. The claim is not bona fide and is contrary to provisions of Regulation 14 of the 2014 Tariff Regulations. Hence, may be disallowed.

25. In response, the Petitioner filed its rejoinder *vide* affidavit dated 18.8.2020 and reiterated the submissions made in the petition and we are not repeating here for the sake of brevity.

26. The Petitioner was directed *vide* TV letter dated 16.9.2020 to clarify the reasons for not claiming ACE in 2016-17, 2017-18 and 2018-19 in Petition No.146/TT/2016 and also to clarify whether ACE claimed beyond the cut-off date is within the original scope of work.

27. In response, the Petitioner *vide* affidavit dated 4.2.2021 has submitted



following:

- (a) At the time of filing Petition No. 146/TT/2016 (i.e., on 11.8.2016), the Petitioner had submitted the details of ACE on actual basis only for 2014-15 and 2015-16, and estimated basis for the remaining years. The Petitioner has claimed ACE in 2016-17, 2017-18 and 2018-19 in the present petition in accordance with the 2014 Tariff Regulations. The said Regulations specifically contain provisions for claiming this type of expenditure on actual basis.
- (b) The Petitioner has submitted the Certificate of Statutory Auditor with respect to ACE in 2016-17, 2017-18 and 2018-19.
- (c) Further, the Petitioner has submitted that the details of ACE claimed by the Petitioner beyond the 'cut-off date' have been mentioned in the petition.
- (d) The Petitioner has outlined the reasons as to why ACE is necessary for successful and efficient operation of transmission system qua Asset-I and Asset-II. It is clear from the pleadings that these works could not have been part of the Original Scope of Work.

28. We have considered the submissions made by the Petitioner and MPPMCL. The Commission in order dated 3.11.2017 in Petition No. 146/TT/2016 approved ACE of ₹16345 lakh and ₹1009 lakh for 2014-15 and 2015-16 respectively for Asset-I. The same ACE has been claimed by the Petitioner at the true up stage in the instant petition. Accordingly, ACE of ₹16345 lakh and ₹1009 lakh for 2014-15 and 2015-16 respectively, for Asset-I has been considered for determination of trued-up tariff. No ACE in respect of Asset-II for the period 2014-15 and 2015-16 was claimed by the Petitioner in Petition No. 146/TT/2016.

29. As regard ACE for the period 2016-17 to 2018-19, MPPMCL has contended that ACE claimed by the Petitioner in respect of Asset-I in 2016-17, 2017-18 and



2018-19 towards Truck Mounted Hot Line Washing Machine for Insulators, Silicon Paint Coating on high voltage insulators, replacement of porcelain insulators, expenses for installation of Security System for efficient operation of transmission system, expenses on APFC Panel etc. are part of O&M expenses and are not of capital nature. Further, the said expenditure was not included in the original scope of work and same not being genuine or bona fide or necessary, may be disallowed. Similarly, ACE claimed in case of Asset-II in 2017-18 and 2018-19 on account of installation of security system, replacement of battery bank, upgradation of Power Line Carrier Communication, liabilities to meet award of Arbitration for land at Sami Sub-station and expenses towards change of possession of land are not bona fide and are also liable to be rejected. MPPMCL has also submitted that no satisfaction certificate has been filed by the Petitioner for the liability because of the arbitration award of land at Sami. Hence, the claim towards change in the possession of land may be disallowed.

30. The Petitioner has submitted that ACE during 2016-17, 2017-18 and 2018-19 is beyond the cut-off date of 31.3.2016 and the same is claimed under Regulations 14(3)(vii) and 14(3)(ix) of the 2014 Tariff Regulations. The Petitioner has submitted Auditor certificate in support of ACE in 2016-17, 2017-18 and 2018-19 for the transmission assets.

31. ACE claimed for Asset-I is on account of expenses involved in changing of equipment at the sub-stations, installation of cleaning infrastructure and replacement of porcelain insulators due to excessive corrosion because of a nearby creek. ACE in case of Asset- II is due to replacement of battery banks and obsolescence of technology and non-availability of servicing facility of PLCC equipment of BPL make, which were replaced with panels made by ABB for



efficient operation.

32. The Petitioner has submitted that the contaminated insulators were susceptible to flashover during humid conditions or foggy weather and, therefore, there was a need for periodic cleaning. Accordingly, the Petitioner developed deep insulator cleaning mechanism and purchased truck mounted hotline washing machine for insulators. Therefore, the expenditure towards them was not anticipated in the original scope and were required to be carried out beyond 'cut-off date'. The Petitioner has submitted that ACE claimed by the Petitioner is justified to ensure smooth and continuing operations as the transmission assets are over a decade old.

33. ACE claimed by the Petitioner vide affidavit dated 4.2.2021 is as follows:

Asset-I

				(₹ in lakh)
Sr. No.	ACE during FY	Amount capitalised/ proposed to be capitalised	Justification	Regulation under which covered
1	2016-17	25.00	Truck mounted hot line washing machine for insulators	14(3)(ix)
2		25.00	Silicon Paint Coating on High voltage Insulators	14(3)(ix)
Sub-total		50.00		
3	2017-18	23.00	Silicon Paint Coating on High voltage Insulators	14(3)(ix)
4		133.00	Replacement of porcelain insulator	14(3)(ix)
5		20.00	Expenses for installation of security system for efficient operation of transmission system	14(3)(ix)
Sub-total		176.00		
6	2018-19	52.00	APFC panel for successful and efficient operation of transmission system	14(3)(ix)
7		14.00	Replacement of porcelain insulator	14(3)(ix)
Sub-total		66.00		
Total (Asset-I)		292.00		

Asset-II

				(₹ in lakh)
Sr. No.	ACE during FY	Amount capitalised/ proposed to be	Justification	Regulation under which covered



		capitalised		
1	2016-17	7.00	Replacement of Battery Bank	14(3)(ix)
2		50.00	Upgradation of power line carrier communication	14(3)(ix)
Sub-total		57.00		
3	2017-18	22.00	Change of possession of Land	14(3)(vii)
4		19.00	Expenses for installation of security system for efficient operation of transmission system	14(3)(ix)
5		8.00	Upgradation of power line carrier communication	14(3)(ix)
Sub-total		49.00		
6	2018-19	27.00	Liabilities to meet award of arbitration for Land at Sami	14(3)(i)
		15.00	Emergency restoration system	14(3)(ix)
Sub-total		42.00		
Total (Asset-II)		148.00		

34. Regulation 14(3)(vii) and Regulation 14(3)(ix) of the 2014 Tariff Regulations provides as follows:

"14. Additional Capitalisation and De-capitalisation:

(3) The capital expenditure, in respect of existing generating station or the transmission system including communication system, incurred or projected to be incurred on the following counts after the cut-off date, may be admitted by the Commission, subject to prudence check:

xxxxxxx xxxxx xxxxx

(vii) Any additional capital expenditure which has become necessary for efficient operation of generating station other than coal/lignite based stations or transmission system as the case may be. The claim shall be substantiated with the technical justification duly supported by the documentary evidence like test results carried out by an independent agency in case of deterioration of assets, report of an independent agency in case of damage caused by natural calamities, obsolescence of technology, up-gradation of capacity for the technical reason such as increase in fault level;

xxxxxxx xxxxx xxxxx

ix) In case of transmission system, any additional expenditure on items such as relays, control and instrumentation, computer system, power line carrier communication, DC batteries, replacement due to obsolescence of technology, replacement of switchyard equipment due to increase of fault level, tower strengthening, communication equipment, emergency restoration system, insulators cleaning infrastructure, replacement of porcelain insulator with polymer insulators, replacement of damaged equipment not covered by insurance and any other expenditure which has become necessary for successful and efficient operation of transmission system;"

35. The O&M Expenses is defined under the 2014 Tariff Regulations as follows:



"42) 'Operation and Maintenance Expenses or 'O&M expenses' means the expenditure incurred for operation and maintenance of the project, or part thereof, and includes the expenditure on manpower, repairs, maintenance spares, consumables, insurance and overheads but excludes fuel expenses and water charges;"

36. The Commission vide order dated 3.11.2017 in Petition No. 146/TT/2016 has considered ACE during 2014-19 within the cut-off date, i.e. in 2014-15 and 2015-16. The Petitioner has not submitted Form-5 for the tariff period 2014-19 in case of Asset-I and Asset-II. It is observed that the Petitioner is claiming ACE towards obsolescence of technology even before completion of the useful life of the transmission assets. It is also observed that the works are beyond original scope of work and the Petitioner has not submitted any test reports duly certified by independent agency which is required if the Petitioner is claiming ACE under Regulation 14(3)(vii) of the 2014 Tariff Regulations. The Petitioner has not submitted recommendations of OEM with respect to obsolescence of technology and up-gradation of equipment and also not submitted any approval of SCM/ RPC or approval of beneficiaries. Further, it is also observed that the expenditure claimed by the Petitioner under the head ACE, which is beyond cut-off date in 2016-17, 2017-18 and 2018-19, is towards operation and maintenance of the transmission assets and, hence, should be met from the approved O&M Expenses.

37. As regards ACE claimed in respect of porcelain insulators for 2017-18 and 2018-19 for Asset-I, there is a difference between the amount claimed initially in the petition and claimed vide affidavit dated 4.2.2021 in response to TV letter. The same has been summarised in the following table:

(₹ in lakh)			
Particulars	Year	Amount claimed at the time of filing of	Amount claimed vide affidavit



		instant petition	dated 4.2.2021
Replacement of porcelain insulators	2017-18	150.00	133.00
	2018-19	14.00	14.00

38. We note that consent of the beneficiaries for replacing the existing insulators has not been obtained. The Petitioner has also not submitted any approval of RPC for replacement of the existing insulators. Also, the Petitioner has not submitted the details of the de-capitalisation of existing porcelain insulators in any of the tariff forms. As such, we are not inclined to allow ACE towards this item. However, we have not gone into the merit of ACE claimed towards replacement of porcelain insulators.

39. The reasons of ACE disallowed during 2016-17 to 2018-19 is as follows:

Asset-I

(₹ in lakh)

Sl. No.	ACE during FY	Amount capitalised/ proposed to be capitalised (claimed vide affidavit dated 4.2.2021)	Justification submitted by petitioner	Regulation under which ACE claimed	Reasons for allowing/ not allowing ACE
1	2016-17	25.00	Truck mounted hot line washing machine for insulators	14(3)(ix)	O&M in nature and not allowable under Regulation 14(3)(ix) of the 2014 Tariff Regulations.
2		25.00	Silicon Paint Coating on High voltage Insulators	14(3)(ix)	O&M in nature and not allowable under Regulation 14(3)(ix) of the 2014 Tariff Regulations.
3	2017-18	23.00	Silicon Paint Coating on High voltage Insulators	14(3)(ix)	O&M in nature and not allowable under Regulation 14(3)(ix) of the 2014 Tariff Regulations.
4		133.00	Replacement of porcelain insulator	14(3)(ix)	Not allowed.
5		20.00	Expenses for installation of security system	14(3)(ix)	O&M in nature and not allowable under Regulation



Sl. No.	ACE during FY	Amount capitalised/ proposed to be capitalised (claimed vide affidavit dated 4.2.2021)	Justification submitted by petitioner	Regulation under which ACE claimed	Reasons for allowing/ not allowing ACE
			for efficient operation of transmission system		14(3)(ix) of the 2014 Tariff Regulations.
6	2018-19	52.00	APFC panel for successful and efficient operation of transmission system	14(3)(ix)	Not submitted any Test reports or any OEM certificate.
7		14.00	Replacement of porcelain insulator	14(3)(ix)	Not Allowed.

Asset-II

(₹ in lakh)

Sr. No.	ACE during FY	Amount capitalised/ proposed to be capitalised claimed vide affidavit dated 4.2.2021	Justification submitted by Petitioner	Regulation under which covered	Reasons for allowing/ not allowing ACE
1	2016-17	7.00	Replacement of Battery Bank	14(3)(ix)	Not submitted any Test reports or any OEM certificate. Not allowed.
2		50.00	Up-gradation of power line carrier communication	14(3)(ix)	Not submitted RPC/SCM approval. Not allowed.
3		22.00	Change of possession of Land	14(3)(vii)	Not submitted documentary proof. Not allowed.
4	2017-18	19.00	Expenses for installation of security system for efficient operation of transmission system	14(3)(ix)	O&M in nature and not allowable under Regulation 14(3)(ix) of the 2014 Tariff Regulations.
5		8.00	Up-gradation of power line carrier communication	14(3)(ix)	Not Submitted RPC/SCM approval. Not allowed.
6	2018-19	27.00	Liabilities to meet award of arbitration for land at Sami	14(3)(i)	Not submitted any documentary evidence. Not allowed.
7		15.00	Emergency restoration system	14(3)(ix)	O&M in nature and not allowable under Regulation 14(3)(ix) of the 2014 Tariff



Sr. No.	ACE during FY	Amount capitalised/ proposed to be capitalised claimed vide affidavit dated 4.2.2021	Justification submitted by Petitioner	Regulation under which covered	Reasons for allowing/ not allowing ACE
					Regulations.

Capital cost for the tariff period 2014-19

40. In view of the above, the capital cost allowed as on 31.3.2019 for tariff purpose at the time of truing up is as follows:

Asset	Capital cost allowed as on 1.4.2014	ACE allowed					Total capital cost allowed as on 31.3.2019
		2014-15	2015-16	2016-17	2017-18	2018-19	
Asset-I	370083.06	16345.00	1009.00	0.00	0.00	0.00	387437.06
Asset-II	54089.69	0.00	0.00	0.00	0.00	0.00	54089.69

41. The details of capital cost allowed for the transmission assets *vide* order dated 3.11.2017 in Petition No. 146/TT/2016, claimed by the Petitioner in the instant petition and trued up in the instant order is as follows:

Asset-I	Capital cost as on 1.4.2014	ACE	Total Capital cost including ACE as on 31.3.2019
		2014-19	
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	370083.06	17354.00	387437.06
As claimed by the Petitioner in the instant petition	370083.06	17646.00	387729.06
Allowed after truing up in this order	370083.06	17354.00	387437.06

Asset-II	Capital cost as on 1.4.2014	ACE	Total Capital cost including ACE as on 31.3.2019
		2014-19	
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	54089.69	0.00	54089.69
As claimed by the Petitioner in the instant petition	54089.69	148.00	54237.69
Allowed after truing up in this order	54089.69	0.00	54089.69

Debt-Equity Ratio

42. The debt-equity ratio of 70:30 as on 31.3.2014 was admitted *vide* order



dated 3.11.2017 in Petition No. 146/TT/2016. The Petitioner has claimed the debt-equity ratio of 70:30 as on 1.4.2014. Further, for the purpose of ACE, debt-equity ratio has been considered in accordance with Regulation 19(3) of the 2014 Tariff Regulations. The details of debt-equity ratio in respect of the transmission assets as on 1.4.2014 and as on 31.3.2019 are as follows:

Funding Asset-I	Capital Cost as on 1.4.2014		Capital Cost as on 31.3.2019	
	Amount (₹ in lakh)	(%)	Amount (₹ in lakh)	(%)
Debt	259058.14	70.00	271205.94	70.00
Equity	111024.92	30.00	116231.12	30.00
Total	370083.06	100.00	387437.06	100.00

Funding Asset-II	Capital Cost as on 1.4.2014		Capital Cost as on 31.3.2019	
	Amount (₹ in lakh)	(%)	Amount (₹ in lakh)	(%)
Debt	37862.78	70.00	37862.78	70.00
Equity	16226.91	30.00	16226.91	30.00
Total	54089.69	100.00	54089.69	100.00

Depreciation

43. The depreciation has been allowed as per the methodology provided in Regulation 27 of the 2014 Tariff Regulations. Depreciation has been allowed considering capital expenditure as on 1.4.2014 and approved ACE during the 2014-19 tariff period. The value of freehold land in respect of Asset-I and Asset-II as considered in order dated 3.11.2017 in Petition No. 146/TT/2016 has been considered in the instant order. The Gross Block during the 2014-19 tariff period has been depreciated at weighted average rate of depreciation (WAROD) and working of WAROD is at Annexure-I. The depreciation for the 2014-19 period is trued-up for the transmission assets as per the methodology provided in Regulation 27 of the 2014 Tariff Regulations and the same is as follows:

(₹ in lakh)					
Particulars	Asset-I				
	2014-15	2015-16	2016-17	2017-18	2018-19
Opening Gross Block	370083.06	386428.06	387437.06	387437.06	387437.06
Additional Capitalisation	16345.00	1009.00	0.00	0.00	0.00
Closing Gross Block	386428.06	387437.06	387437.06	387437.06	387437.06
Average Gross Block	378255.56	386932.56	387437.06	387437.06	387437.06



Freehold Land	6070.00	6070.00	6070.00	6070.00	6070.00
Weighted Average Rate of Depreciation (WAROD) (%)	5.09	5.09	5.09	5.09	5.09
Balance useful life of the asset at the beginning of the year (Year)	28	27	26	25	24
Lapsed life of the asset at the beginning of the year (Year)	1	2	3	4	5
Aggregated Depreciable Value	334967.00	342776.30	343230.35	343230.35	343230.35
Depreciation during the year	19258.75	19704.10	19727.01	19727.01	19727.01
Cumulative Depreciation at the end of the year	48678.74	68382.84	88109.85	107836.85	127563.86
Remaining Aggregated Depreciable Value at the end of the Year	286288.26	274393.46	255120.51	235393.50	215666.50

(₹ in lakh)

Particulars	Asset-II				
	2014-15	2015-16	2016-17	2017-18	2018-19
Opening Gross Block	54089.69	54089.69	54089.69	54089.69	54089.69
Additional Capitalisation	0.00	0.00	0.00	0.00	0.00
Closing Gross Block	54089.69	54089.69	54089.69	54089.69	54089.69
Average Gross Block	54089.69	54089.69	54089.69	54089.69	54089.69
Freehold land	742.00	742.00	742.00	742.00	742.00
Weighted Average Rate of Depreciation (WAROD) (%)	5.16%	5.16%	5.16%	5.16%	5.16%
Balance useful life of the asset at the beginning of the year (Year)	28	27	26	25	24
Lapsed life of the asset at the beginning of the year (Year)	5	6	7	8	9
Aggregated Depreciable Value	48012.92	48012.92	48012.92	48012.92	48012.92
Depreciation during the year	2793.33	2793.33	2793.33	2793.33	2793.33
Cumulative Depreciation at the end of the year	13804.30	16597.62	19390.95	22184.27	24977.60
Remaining Aggregated Depreciable Value at the end of the Year	34208.62	31415.30	28621.97	25828.65	23035.32

44. The details of the depreciation allowed *vide* order dated 3.11.2017 in Petition No. 146/TT/2016, claimed by the Petitioner in the instant petition and trued up in the instant order is as follows:

(₹ in lakh)



Asset-I					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	19265.49	19710.82	19733.74	19733.74	19733.74
Claimed by the Petitioner in the instant petition	19274.00	19720.00	19744.00	19750.00	19758.00
Allowed after true-up in this order	19258.75	19704.10	19727.01	19727.01	19727.01

(₹ in lakh)

Asset-II					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	2801.08	2801.08	2801.08	2801.08	2801.08
Claimed by the Petitioner in the instant petition	2801.00	2801.00	2801.00	2806.00	2806.00
Allowed after true-up in this order	2793.33	2793.33	2793.33	2793.33	2793.33

Interest on Loan (IoL)

45. The Petitioner has submitted that IOL is calculated for 2014-15 to 2018-19 as prescribed in Regulations 26 of the 2014 Tariff Regulations. The Petitioner has considered the actual loan portfolio for the purpose of deriving actual weighted average interest rates during 2014-15 to 2018-19. The repayment is considered equal to the depreciation for the year. The calculation of Weighted Average interest rate based on actual loan portfolio is attached as Form 9C of true up formats.

46. The Petitioner was directed *vide* Technical Validation (TV) letter dated 16.9.2020 to furnish Form-9C indicating asset-wise loan details and copies of Loan Agreement and repayment schedule in respect of loans indicated in form 9C including inter-company deposit (ICD) for both the assets.

47. In response, the Petitioner *vide* affidavit dated 4.2.2021 has submitted that since the loans are not asset-specific, any allocation of loans on any acceptable/



rationale basis like proration based on hard cost etc. leads to the same weighted average rate of interest on loan portfolio for each asset. With regard to the submission of copies of Loan Agreement and repayment schedule in respect of loans indicated in form 9C, the Petitioner has submitted that it has got Form 9C audited by the Statutory Auditor.

48. The Petitioner was directed to provide the reasons for availing loan from Inter-company deposit (ICD) instead of bank or any other financial institutions.

49. In response, the Petitioner has submitted that the Petitioner had filed Petition No 184/TT/2013 on 5.9.2013 for determination of tariff for the control period 2009-14 for Mundra-Mohindergarh transmission asset. During the pendency of the said petition, starting in 2015, the lenders had held several meetings and raised concerns about lower Debt Service Coverage Ratio [DSCR] which was less than 1 during the said period. During the meetings, the lenders had also raised concern about growing NPAs in the power sector and stated to be stricter in monitoring of the projects, going forward with increase in the rate of interest by 1% with revised terms and conditions. The additional 1% rate of interest would have taken the loan portfolio close to 13.5%. The Petitioner explored the possibility of availing loan through various other lenders. However, alternate lenders were not willing to make available finances for replacement of loan at better rates. PFC rate schedule for 2013-14 i.e., the rate of interest for finance to Private Sector Borrowings to Transmission Sector entities for three years was 13.50%. A copy of the PFC rate schedule is submitted with affidavit. While the Petitioner was still negotiating with the lenders, in view of the persistence pressure from the lenders, the Petitioner requested its group



company to explore funding from the market. Thereafter, the Group entity offered loan to the Petitioner at a rate lower than the existing loan portfolio as follows:

Particulars	Rate of Interest (per annum)
Rate of Interest*	12.50%

** Additional 0.75% of interest rate shall be charged from next financial year i.e. w.e.f. 01.04.2016 in case of disallowance of Capital Cost, by Hon'ble CERC, is more than 2% of the claimed capital cost by ATIL for Mundra-Mohindergarh & Mundra-Sami-Dehgam Assets.*

50. The Petitioner has further submitted that the Petitioner entered into the agreement with the Group Company with flexibility in drawl of funds. As the lenders sought to revise the terms and conditions including increase in rate of interest by 1%, the Petitioner repaid the then existing Rupee Term Loan (RTL) with loan arranged from the group company. Under the compelling circumstances, the Petitioner agreed to the above terms of the loan of ICD. Based on the study of tariff orders in case of other utilities, the Petitioner had anticipated that its entire capital cost shall be allowed by this Commission and the benefit of lower rates (12.5%) would be passed on to the end consumers. A copy of ICD loan agreement is submitted with the affidavit.

51. We have considered the submissions of the Petitioner and observe that the Weighted Average Rate of Interest (WAROI) claimed by the Petitioner for computing IOL for transmission assets for the period 2015-16 to 2018-19 is in the range of 12.22% to 14.20%. It is also observed that the Petitioner has availed ICD from its group company instead of taking loan from bank or any other financial institutions. The Petitioner has furnished the copy of ICD loan agreement executed with group company which reveals that the said agreement was executed on 31.7.2015. Further, the Petitioner had filed Petition No. 146/TT/2016 for determination of tariff for 2014-19 tariff period for the transmission assets on

9.8.2016. However, the Petitioner had not disclosed this arrangement of availing ICD loan from group company viz. Adani Transmission Limited while claiming the tariff for 2014-19 tariff period in Petition No. 146/TT/2016. The Petitioner now in the instant true-up petition has disclosed this ICD loan agreement executed on 31.7.2015. The Petitioner should have brought to the notice of the Commission this ICD loan agreement in Petition No. 146/TT/2016, filed for determination of tariff for 2014-19 tariff period for the instant assets. Further, the submissions/justifications made for availing ICD loan from group company viz. Adani Transmission Limited instead of any bank or any other financial institutions in the instant true-up petition by the Petitioner does not appear convincing. Therefore, WAROI of 12.22% (the lowest WAROI claimed among the 5 years of 2014-19 tariff period) has been considered for trueing up of IOL for the period 2015-16 to 2018-19 for the transmission assets.

52. Accordingly, IoL is computed in accordance with Regulation 26 of the 2014 Tariff Regulations. The details of IoL calculated in respect of the transmission assets are as follows:

(₹ in lakh)					
Particular	Asset-I				
	2014-15	2015-16	2016-17	2017-18	2018-19
Gross Normative Loan	259058.14	270499.64	271205.94	271205.94	271205.94
Cumulative Repayments up to Previous Year	29419.99	48678.74	68382.84	88109.85	107836.85
Net Loan-Opening	229638.15	221820.90	202823.10	183096.09	163369.09
Addition due to Additional Capitalization	11441.50	706.30	0.00	0.00	0.00
Repayment during the year	19258.75	19704.10	19727.01	19727.01	19727.01
Net Loan-Closing	221820.90	202823.10	183096.09	163369.09	143642.08
Average Loan	225729.52	212322.00	192959.59	173232.59	153505.58
Weighted Average Rate of Interest on Loan (%)	12.75	12.22	12.22	12.22	12.22
Interest on Loan	28781.38	25945.75	23579.66	21169.02	18758.38

(₹ in lakh)					
Particular	Asset-II				
	2014-15	2015-16	2016-17	2017-18	2018-19



Gross Normative Loan	37862.78	37862.78	37862.78	37862.78	37862.78
Cumulative Repayments up to Previous Year	11010.97	13804.30	16597.62	19390.95	22184.27
Net Loan-Opening	26851.81	24058.49	21265.16	18471.84	15678.51
Addition due to Additional Capitalization	0.00	0.00	0.00	0.00	0.00
Repayment during the year	2793.33	2793.33	2793.33	2793.33	2793.33
Net Loan-Closing	24058.49	21265.16	18471.84	15678.51	12885.19
Average Loan	25455.15	22661.82	19868.50	17075.17	14281.85
Weighted Average Rate of Interest on Loan (%)	12.75	12.22	12.22	12.22	12.22
Interest on Loan	3245.63	2769.27	2427.93	2086.59	1745.24

53. The details of Interest on Loan allowed *vide* order dated 3.11.2017 in Petition No. 146/TT/2016, claimed by the Petitioner in the instant petition and trued up in the instant order is as follows:

(₹ in lakh)

Asset-I					
Particulars	15-2014	16-2015	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	28780.93	25995.89	24231.75	21742.63	19235.18
Claimed by the Petitioner in the instant petition	28780.00	25951.00	27403.00	22959.00	20354.00
Allowed after true-up in this order	28781.38	25945.75	23579.66	21169.02	18758.38

(₹ in lakh)

Asset-II					
Particulars	15-2014	16-2015	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	3245.13	2773.33	2492.86	2140.01	1785.58
Claimed by the Petitioner in the instant petition	3245.00	2769.00	2822.00	2266.00	1898.00
Allowed after true-up in this order	3245.63	2769.27	2427.93	2086.59	1745.24

Return on Equity (RoE)

54. The Petitioner has submitted that it is liable to pay income tax at MAT rate, and as such, RoE has been calculated after grossing up RoE to the extent of MAT rate for the control period. As per Regulation 25 of the 2014 Tariff Regulations, RoE is considered @15.5% per annum. The same is grossed up with applicable tax rate to arrive at pre-tax RoE.

55. The Petitioner has submitted that the applicable MAT rate was 20.961%



considering 10% surcharge and 3% education cess on MAT rate of 18.5% for 2014-15. The same has been further increased to 21.342% considering 12% surcharge and 3% education cess on MAT rate of 18.5% for 2015-16. For 2016-17 and 2017-18, the MAT rate remained same as 21.342% in line with MAT rate of 2015-16. For 2018-19 with MAT rate of 18.5% and surcharge of 12%, the Education cess has further increased from 3% to 4% resulting in applicable MAT rate of 21.549%. Accordingly, the Petitioner has considered the applicable Tax rate for 2013-14 to 2018-19. The applicable tax rate and resultant RoE are as follows:

Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
MAT rate	20.961%	21.342%	21.342%	21.342%	21.549%
ROE	19.61%	19.71%	19.71%	19.71%	19.76%

56. We are conscious that the entities covered under MAT regime are paying Income Tax as per MAT rates notified for respective financial years under IT Act, 1961, which is levied on the book profit of the entity computed as per the Section 115JB of the IT Act, 1961. Since the Petitioner has been paying income tax on income computed as per the MAT rates of the respective financial year, the notified MAT rates are considered for the purpose of grossing up of the rate of RoE for truing up of the tariff of the 2014-19 period in terms of the provisions of the 2014 Tariff Regulations as follows:

Year	Notified MAT rates (in %) (inclusive of surcharge & cess)	Base rate of RoE (in %)	Grossed up RoE (in %) [(Base Rate)/(1-t)]
2014-15	20.961	15.50	19.610
2015-16	21.342	15.50	19.705
2016-17	21.342	15.50	19.705
2017-18	21.342	15.50	19.705
2018-19	21.549	15.50	19.758

57. The MAT rates as above are considered for the purpose of grossing up of the rate of RoE for truing up of the tariff of the 2014-19 tariff period in terms of the provisions of the 2014 Tariff Regulations, which is as follows:



Year	MAT Rate(%)	Grossed up RoE (%) [(Base Rate)/(1-t)]
2014-15	20.961	19.610
2015-16	21.342	19.705
2016-17	21.342	19.705
2017-18	21.342	19.705
2018-19	21.549	19.758

58. Accordingly, RoE allowed for the transmission assets is as follows:

(₹ in lakh)

Particulars	Asset-I				
	2014-15	2015-16	2016-17	2017-18	2018-19
Opening Equity	111024.92	115928.42	116231.12	116231.12	116231.12
Addition due to Additional Capitalization	4903.50	302.70	0.00	0.00	0.00
Closing Equity	115928.42	116231.12	116231.12	116231.12	116231.12
Average Equity	113476.67	116079.77	116231.12	116231.12	116231.12
Return on Equity (Base Rate) (%)	15.50	15.50	15.50	15.50	15.50
Tax Rate applicable (%)	20.961	21.342	21.342	21.342	21.549
Rate of Return on Equity (Pre-tax) (%)	19.610	19.705	19.705	19.705	19.758
Return on Equity (Pre-tax)	22252.77	22873.52	22903.34	22903.34	22964.94

(₹ in lakh)

Particulars	Asset-II				
	2014-15	2015-16	2016-17	2017-18	2018-19
Opening Equity	16226.92	16226.92	16226.92	16226.92	16226.92
Addition due to Additional Capitalization	0.00	0.00	0.00	0.00	0.00
Closing Equity	16226.92	16226.92	16226.92	16226.92	16226.92
Average Equity	16226.92	16226.92	16226.92	16226.92	16226.92
Return on Equity (Base Rate) (%)	15.50	15.50	15.50	15.50	15.50
Tax Rate applicable (%)	20.961	21.342	21.342	21.342	21.549
Rate of Return on Equity (Pre-tax) (%)	19.610	19.705	19.705	19.705	19.758
Return on Equity (Pre-tax)	3182.10	3197.51	3197.51	3197.51	3206.11

59. The details of RoE allowed *vide* order dated 3.11.2017 in Petition No. 146/TT/2016, claimed by the Petitioner in the instant petition and trued up in the instant order is shown is as follows:



(₹ in lakh)

Asset-I					
Particulars	15-2014	16-2015	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	22252.77	22763.24	22792.92	22792.92	22792.92
Claimed by the Petitioner in the instant petition	22253.00	22874.00	22905.00	22913.00	22981.00
Allowed after true-up in this order	22252.77	22873.52	22903.34	22903.34	22964.94

(₹ in lakh)

Asset-II					
Particulars	15-2014	16-2015	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	3182.10	3182.10	3182.10	3182.10	3182.10
Claimed by the Petitioner in the instant petition	3182.00	3198.00	3199.00	3202.00	3213.00
Allowed after true-up in this order	3182.10	3197.51	3197.51	3197.51	3206.11

Operation & Maintenance Expenses (O&M Expenses)

60. The Petitioner has submitted that the Commission vide order dated 3.11.2017 in Petition No. 146/TT/2016 has allowed the O&M Expenses considering actual line length of 187 km of electrode line at Mohindergarh Sub-station. The Commission vide order dated 3.11.2017 in Petition No. 146/TT/2016 further allowed the O&M Expenses of Petitioner's HVDC Scheme on the basis of Talcher-Kolar HVDC Bi-pole Scheme as per first proviso to Clause 4(a) of Regulation 29 of the 2014 Tariff Regulations, which provides as follows:

"84. xxxxxxxx. xxxxxxxx

Provided that operation and maintenance expenses for new HVDC bi-pole scheme for a particular year shall be allowed pro-rata on the basis of normative rate of operation and maintenance expense for 2000 MW, Talcher-Kolar HVDC bi-pole scheme for the respective year."

61. MPPMCL has submitted that the Petitioner has claimed additional O&M Expenses towards alleged increase in line length by 2 km due to RoW issues at Berwa Village. The said increase in line length is not reflected in actual capital



cost claimed by the Petitioner and allowed by the Commission at any point of time. Therefore, in the absence of related capitalization of the increased line, the Petitioner ought not to be entitled to proportionate increase in O&M Expenses. Therefore, the claim under this head may be dismissed.

62. In response, the Petitioner has submitted that the Commission had inadvertently missed out in considering O&M Expenses of 2 km length of Electrode line at Mohindergarh Sub-station over 185 km in order dated 18.3.2016 in Petition No. 184/TT/2013. However, same was considered by the Commission while allowing the O&M Expenses in order dated 3.11.2017 in Petition No. 146/TT/2016. The relevant extract of the order is as follows:

"54. We have considered the submissions of the petitioner and the respondents. Though licence was granted for 185 km of Electrode Line at Mohindergarh Substation, it is observed that the length of the said line increased by 2 km at the time of execution due to RoW issues at Berwa Village. This aspect was not brought to the notice of the Commission at the time of allowing final tariff in order dated 18.3.2016. As the actual length of the said line is 187 km, we have allowed O&M Expenses considering the actual length of 187 km."

63. The Petitioner has further submitted that it has claimed the O&M Expenses in accordance with the 2014 Tariff Regulations and order dated 3.11.2017.

64. We have considered the submissions of the Petitioner and MPPMCL. As the Commission has already recognised the fact, in order dated 3.11.2017, that the length of the 33 kV D/C Electrode Line at Mohindergarh Sub-station increased from 185 km to 187 km due to RoW issues, we allow O&M Expenses considering the line length as 187 km. The details of the O&M Expenses allowed for the transmission assets under Regulation 29(4)(a) of the 2014 Tariff Regulations are as follows:



(₹ in lakh)

Asset-I					
Element	2014-15	2015-16	2016-17	2017-18	2018-19
Mundra Switchyard (400 KV bays) - 9 Numbers (6 line bays, 2 Bus sectionalizers and 1 Bus Reactors)	542.70	560.70	579.33	598.59	618.39
Mohindergarh HVAC Switchyard (400 kV bays) – 4Numbers	241.20	249.20	257.48	266.04	274.84
HVDC Transmission Line Length - 990 km	1051.38	1086.03	1121.67	1159.29	1197.90
Pole-I and II of 2500 MW of Bi-pole HVDC Stations (O&M=2500*C/2000)	1466.25	1588.75	1722.50	1866.25	2021.25
33 kV D/C Electrode Line at Mundra Station - 32 km	22.62	23.39	24.16	24.96	25.79
33 kV D/C Electrode Line at Mohindergarh Station – 187 km	132.21	136.70	141.19	145.86	150.72
400 kV D/C Mohindergarh-Bhiwani (Twin Moose) – 50 km	35.35	36.55	37.75	39.00	40.30
400 kV D/C Mohindergarh-Dhanonda (Quad Moose) - 5 km	5.31	5.49	5.67	5.86	6.05
Bhiwani Switchyard (400 kV bays) - 2 bays	120.60	124.60	128.74	133.02	137.42
Total	3617.62	3811.40	4018.48	4238.87	4472.66

(₹ in lakh)

Asset-II					
Element	2014-15	2015-16	2016-17	2017-18	2018-19
400 kV D/C Mundra-Sami (Twin Moose) - 282 km	199.37	206.14	212.91	219.96	227.29
400 kV D/C Dehgam-Sami (Twin Moose) - 152 km	107.46	111.11	114.76	118.56	122.51
Mundra Switchyard (400 kV bays) - 4 Numbers	241.20	249.20	257.48	266.04	274.84
Mundra Switchyard (220 kV ICT bays) - 2 Numbers	84.42	87.22	90.12	93.10	96.20
Sami Sub-station (400 kV bays)-7 Numbers (4 line, 1 bus reactor, 2 FSC)	422.10	436.10	450.59	465.57	480.97
Dehgam (PG) Sub-station (400kV Bays) - 2 Numbers	120.60	124.60	128.74	133.02	137.42
Total	1175.16	1214.37	1254.60	1296.25	1339.23

65. The details of the O&M Expenses allowed *vide* order dated 3.11.2017 in



Petition No. 146/TT/2016, claimed by the Petitioner in the instant petition and trued up in the instant order is shown in the table below:

(₹ in lakh)

Asset-I					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	3617.62	3811.40	4018.48	4238.87	4472.66
Claimed by the Petitioner in the instant petition	3617.62	3811.40	4018.48	4238.87	4472.66
Allowed after true-up in this order	3617.62	3811.40	4018.48	4238.87	4472.66

(₹ in lakh)

Asset-II					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	1175.16	1214.37	1254.60	1296.25	1339.23
Claimed by the Petitioner in the instant petition	1175.16	1214.37	1254.60	1296.25	1339.23
Allowed after true-up in this order	1175.16	1214.37	1254.60	1296.25	1339.23

Interest on Working Capital (IWC)

66. The Petitioner is entitled to claim IWC as per Regulation 28(1)(c) of the 2014 Tariff Regulations as under:

i. Maintenance spares:

Working capital for maintenance spares have been worked out based on 15% of O&M Expenses as specified in Regulation 28 of the 2014 Tariff Regulations.

ii. O & M Expenses:

Working capital for O&M Expenses have been considered for one month of the allowed O&M Expenses.

iii. Receivables:

Working capital for receivables have been worked out on the basis of 2 months of annual transmission charges as worked out.

iv. Rate of interest on working capital:



Rate of IWC is considered on normative basis in accordance with Clause (3) of Regulation 28 of the 2014 Tariff Regulations.

67. The trued up IWC allowed for the transmission assets is as follows:

(₹ in lakh)

Asset-I					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Working capital for Maintenance Spares (15% of O&M expenses)	542.64	571.71	602.77	635.83	670.90
Working capital for O&M Expenses (O&M expenses for 1 month)	301.47	317.62	334.87	353.24	372.72
Working capital for Receivables (Equivalent to 2 months of annual fixed cost/ annual transmission charges)	12621.39	12353.76	11995.75	11623.49	11264.09
Total working capital	13465.51	3243.09	12933.40	12612.56	12307.71
Rate of Interest on working capital (%)	13.50	13.50	13.50	13.50	13.50
Interest on working Capital	1817.84	1787.82	1746.01	1702.70	1661.54

(₹ in lakh)

Asset-II					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Working capital for Maintenance Spares (15% of O&M expenses)	176.27	182.16	188.19	194.44	200.88
Working capital for O&M Expenses (O&M expenses for 1 month)	97.93	101.20	104.55	108.02	111.60
Working capital for Receivables (Equivalent to 2 months of annual fixed cost/ annual transmission charges)	1778.90	1707.20	1656.08	1605.20	1556.03
Total Working capital	2053.10	1990.55	1948.82	1907.66	1868.51
Rate of Interest on working capital (%)	13.50	13.50	13.50	13.50	13.50
Interest on working Capital	277.17	268.72	263.09	257.53	252.25

68. The details of the IWC allowed *vide* order dated 3.11.2017 in Petition No. 146/TT/2016, claimed by the Petitioner in the instant petition and trued up in the instant order is as follows:

(₹ in lakh)

Asset-I					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No.	1817.99	1786.59	1758.63	1713.51	1668.71



Asset-I					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
146/TT/2016					
Claimed by the Petitioner in the instant petition	1818.00	1788.00	1834.00	1745.00	1699.00
Allowed after true-up in this order	1817.84	1787.82	1746.01	1702.70	1661.54

(₹ in lakh)

Asset-II					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	277.34	268.64	264.41	258.59	252.80
Claimed by the Petitioner in the instant petition	277.00	269.00	272.00	262.00	256.00
Allowed after true-up in this order	277.17	268.72	263.09	257.53	252.25

Approved Annual Fixed Charges for the 2014-19 Tariff Period

69. Accordingly, the annual fixed charges approved for the transmission assets after true-up for the 2014-19 period are as follows:

(₹ in lakh)

Asset-I					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Depreciation	19258.75	19704.10	19727.01	19727.01	19727.01
Interest on Loan	28781.38	25945.75	23579.66	21169.02	18758.38
Return on Equity	22252.77	22873.52	22903.34	22903.34	22964.94
Operation and Maintenance	3617.62	3811.40	4018.48	4238.87	4472.66
Interest on Working Capital	1817.84	1787.82	1746.01	1702.70	1661.54
Total	75728.37	74122.59	71974.50	69740.94	67584.53

(₹ in lakh)

Asset-II					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Depreciation	2793.33	2793.33	2793.33	2793.33	2793.33
Interest on Loan	3245.63	2769.27	2427.93	2086.59	1745.24
Return on Equity	3182.10	3197.51	3197.51	3197.51	3206.11
Operation and Maintenance	1175.16	1214.37	1254.60	1296.25	1339.23
Interest on Working Capital	277.17	268.72	263.09	257.53	252.25
Total	10673.38	10243.21	9936.46	9631.21	9336.16

70. Accordingly, the Annual Transmission Charges allowed *vide* order dated 3.11.2017 in Petition No. 146/TT/2016, claimed by the Petitioner in the instant petition and true up in the instant order is shown in the table below:



(₹ in lakh)

Asset-I					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	75734.80	74067.95	72535.52	70221.68	67903.22
Claimed by the Petitioner in the instant petition	75744.00	74144.00	75905.00	71605.00	69265.00
Allowed after true-up in this order	75728.37	74122.59	71974.50	69740.94	67584.53

(₹ in lakh)

Asset-II					
Particulars	2014-15	2015-16	2016-17	2017-18	2018-19
Allowed earlier in order dated 3.11.2017 in Petition No. 146/TT/2016	10680.80	10239.52	9995.04	9678.02	9360.79
Claimed by the Petitioner in the instant petition	10681.00	10251.00	10351.00	9832.00	9513.00
Allowed after true-up in this order	10673.38	10243.21	9936.46	9631.21	9336.16

Determination of Annual Fixed Charges for the 2019-24 Tariff Period

71. The Petitioner has claimed the following transmission charges for the transmission assets for the 2019-24 tariff period:

(₹ in lakh)

Asset-I					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Depreciation	19763.00	19898.00	20030.00	20030.00	20030.00
Interest on Loan	17745.00	15355.00	12942.00	10288.00	7634.00
Return on Equity	22987.00	23139.00	23287.00	23287.00	23287.00
Interest on Working Capital	1177.00	1119.00	1082.00	1051.00	1020.00
Operation and Maintenance	6067.00	5459.00	5356.00	5565.00	5780.00
Total	67740.00	64970.00	62697.00	60221.00	57752.00

(₹ in lakh)

Asset-II					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Depreciation	2806.00	2806.00	2806.00	2806.00	2806.00
Interest on Loan	1527.00	1155.00	783.00	412.00	113.00
Return on Equity	3214.00	3214.00	3214.00	3214.00	3214.00
Interest on Working Capital	157.00	153.00	149.00	145.00	142.00
Operation and Maintenance	987.00	1018.00	1055.00	1093.00	1132.00
Total	8691.00	8346.00	8007.00	7670.00	7407.00

72. The Petitioner has claimed the following IWC for the transmission asset for



the 2019-24 tariff period:

(₹ in lakh)

Asset-I					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Maintenance Spares	910.00	819.00	803.00	835.00	867.00
O&M expenses	506.00	455.00	446.00	464.00	482.00
Receivables	8351.00	8010.00	7730.00	7425.00	7120.00
Total	9767.00	9284.00	8980.00	8723.00	8469.00
Rate of Interest (%)	12.05	12.05	12.05	12.05	12.05
Interest on Working Capital	1177.00	1119.00	1082.00	1051.00	1020.00

(₹ in lakh)

Asset-II					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Maintenance Spares	148.00	153.00	158.00	164.00	170.00
O&M expenses	82.00	85.00	88.00	91.00	94.00
Receivables	1072.00	1029.00	987.00	946.00	913.00
Total	1302.00	1267.00	1233.00	1201.00	1177.00
Rate of Interest (%)	12.05	12.05	12.05	12.05	12.05
Interest on Working Capital	157.00	153.00	149.00	145.00	142.00

Capital Cost

73. Regulation 19 of the 2019 Tariff Regulations provides as follows:

"19 Capital Cost: (1) *The Capital cost of the generating station or the transmission system, as the case may be, as determined by the Commission after prudence check in accordance with these regulations shall form the basis for determination of tariff for existing and new projects.*

(2) *The Capital Cost of a new project shall include the following:*

- (a) *The expenditure incurred or projected to be incurred up to the date of commercial operation of the project;*
- (b) *Interest during construction and financing charges, on the loans (i) being equal to 70% of the funds deployed, in the event of the actual equity in excess of 30% of the funds deployed, by treating the excess equity as normative loan, or (ii) being equal to the actual amount of loan in the event of the actual equity less than 30% of the funds deployed;*
- (c) *Any gain or loss on account of foreign exchange risk variation pertaining to the loan amount availed during the construction period;*
- (d) *Interest during construction and incidental expenditure during construction as computed in accordance with these regulations;*
- (e) *Capitalised Initial Spares subject to the ceiling rates in accordance with these regulations;*
- (f) *Expenditure on account of additional capitalization and de-capitalisation determined in accordance with these regulations;*
- (g) *Adjustment of revenue due to sale of infirm power in excess of fuel cost prior to the date of commercial operation as specified under Regulation 7 of these regulations;*
- (h) *Adjustment of revenue earned by the transmission licensee by using the asset before the date of commercial operation;*

- (i) Capital expenditure on account of ash disposal and utilization including handling and transportation facility;
- (j) Capital expenditure incurred towards railway infrastructure and its augmentation for transportation of coal upto the receiving end of the generating station but does not include the transportation cost and any other appurtenant cost paid to the railway;
- (k) Capital expenditure on account of biomass handling equipment and facilities, for co-firing;
- (l) Capital expenditure on account of emission control system necessary to meet the revised emission standards and sewage treatment plant;
- (m) Expenditure on account of fulfilment of any conditions for obtaining environment clearance for the project;
- (n) Expenditure on account of change in law and force majeure events; and
- (o) Capital cost incurred or projected to be incurred by a thermal generating station, on account of implementation of the norms under Perform, Achieve and Trade (PAT) scheme of Government of India shall be considered by the Commission subject to sharing of benefits accrued under the PAT scheme with the beneficiaries.

(3) The Capital cost of an existing project shall include the following:

- (a) Capital cost admitted by the Commission prior to 1.4.2019 duly trued up by excluding liability, if any, as on 1.4.2019;
- (b) Additional capitalization and de-capitalization for the respective year of tariff as determined in accordance with these regulations;
- (c) Capital expenditure on account of ash disposal and utilization including handling and transportation facility;
- (d) Capital expenditure on account of ash disposal and utilization including handling and transportation facility;
- (e) Capital expenditure incurred towards railway infrastructure and its augmentation for transportation of coal up to the receiving end of generating station but does not include the transportation cost and any other appurtenant cost paid to the railway; and
- (f) Capital cost incurred or projected to be incurred by a thermal generating station, on account of implementation of the norms under Perform, Achieve and Trade (PAT) scheme of Government of India shall be considered by the Commission subject to sharing of benefits accrued under the PAT scheme with the beneficiaries."

(4) The capital cost in case of existing or new hydro generating station shall also include:

- (a) cost of approved rehabilitation and resettlement (R&R) plan of the project in conformity with National R&R Policy and R&R package as approved; and
- (b) cost of the developer's 10% contribution towards Rajiv Gandhi Grameen Vidyutikaran Yojana (RGGVY) and Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) project in the affected area.

(5) The following shall be excluded from the capital cost of the existing and new projects:

- (a) The asset forming part of the project, but not in use, as declared in the tariff petition;



(b) De-capitalised Asset after the date of commercial operation on account of replacement or removal on account of obsolescence or shifting from one project to another project;

Provided that in case replacement of transmission asset is recommended by Regional Power Committee, such asset shall be decapitalised only after its redeployment;

Provided further that unless shifting of an asset from one project to another is of permanent nature, there shall be no de-capitalization of the concerned asset.

(c) In case of hydro generating stations, any expenditure incurred or committed to be incurred by a project developer for getting the project site allotted by the State Government by following a transparent process;

(d) Proportionate cost of land of the existing project which is being used for generating power from generating station based on renewable energy; and

(e) Any grant received from the Central or State Government or any statutory body or authority for the execution of the project which does not carry any liability of repayment."

74. The admitted capital cost as on 31.3.2019 in respect of Asset-I and Asset-II of ₹387437.06 lakh and ₹54089.69 lakh, respectively has been considered as opening capital cost as on 1.4.2019 for working out tariff for the 2019-24 tariff period in accordance with Regulation 19 of the 2019 Tariff Regulations.

Additional Capital Expenditure (ACE)

75. Regulation 24 of the 2019 Tariff Regulations provide as follows:

"24. Additional Capitalisation within the original scope and upto the cut-off date

(1) The Additional Capital Expenditure in respect of a new project or an existing project incurred or projected to be incurred, on the following counts within the original scope of work, after the date of commercial operation and up to the cut-off date may be admitted by the Commission, subject to prudence check:

(a) Undischarged liabilities recognized to be payable at a future date;

(b) Works deferred for execution;

(c) Procurement of initial capital spares within the original scope of work, in accordance with the provisions of Regulation 23 of these regulations;

(d) Liabilities to meet award of arbitration or for compliance of the directions or order of any statutory authority or order or decree of any court of law;

(e) Change in law or compliance of any existing law; and

(f) Force Majeure events:

Provided that in case of any replacement of the assets, the additional capitalization shall be worked out after adjusting the gross fixed assets and cumulative depreciation of the assets replaced on account of de-capitalization.



(2) The generating company or the transmission licensee, as the case may be shall submit the details of works asset wise/work wise included in the original scope of work along with estimates of expenditure, liabilities recognized to be payable at a future date and the works deferred for execution."

76. The Petitioner has projected ACE in case of Asset-I in 2019-20 and 2020-21. The Petitioner has not claimed ACE in case of Asset-II during the 2019-24 tariff period. The Petitioner's claim in case of Asset-I is as follows:

Particulars	(₹ in lakh)				
	2019-20	2020-21	2021-22	2022-23	2023-24
Asset-I	120.00	5000.00	0.00	0.00	0.00

77. The Petitioner has proposed ACE towards following items in case of Asset-I during the 2019-24 tariff period:

- (i) Installation of 12-ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda line Circuit-I & II at Mohindergarh end;
- (ii) Up-gradation of SCADA system; and
- (iii) Replacement of Porcelain Insulators with Silicon Rubber Insulator.

78. The Petitioner has submitted that during the 3rd Meeting of the Empowered Committee on Transmission (ECT) held on 21.12.2018, it was recommended that as part of scheme to control fault level in Northern Region, installation of 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end is required under compressed time schedule through regulated tariff mechanism (RTM). In light of above decision by ECT, Ministry of Power requested the Petitioner to take necessary action. Therefore, the Petitioner approached the Commission vide Petition No. 118/TL/2019 for inclusion of the aforesaid reactor in its transmission licence (No. 20/Transmission/2013/CERC dated 29.7.2013). Subsequently, the Commission vide order dated 7.10.2019 in Petition No. 118/TL/2019 amended the transmission licence of the Petitioner and included the said reactor in the



amended scope of the transmission project. The requirement of installation of 12 ohm reactor is of extraordinary nature. However, the Petitioner has carried out Technical Feasibility study for installation of the reactor. The installation of 12 ohm series reactor to control fault level involves installation of 2 sets of 12 ohm series reactor at Mohindergarh HVDC terminal in AC side, one set each in Mohindergarh-Dhanonda 400 kV D/C line Circuit-I & Circuit-II. The installation of 12 ohm series reactor is proposed to be completed in 2020-21. The Petitioner has considered the estimated capital cost of 12 ohm reactor as ₹5000 lakh and claimed the same under Regulation 26(1)(b) of the 2019 Tariff Regulations.

79. MPPMCL has submitted that ACE of ₹5000 lakh towards 12 ohm series reactor has been included in the amended license, but merely by amendment in original license, the Petitioner does not get entitled to related additional capitalization. The Petitioner should demonstrate that the requirement of 12 ohm reactors was not included in the original scope of work and that the non-installation of the same was not a defect pointed out by MoP.

80. We have considered the submissions of Petitioner and MPPMCL. With respect to installation of 12-ohm Series Line Reactor in Mohindergarh-Dhanonda 400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end, the Commission *vide* order dated 7.10.2019 in Petition No. 118/TL/2019 amended the transmission licence of the Petitioner and included the same in scope of the transmission project. The original transmission license was granted *vide* order dated 29.7.2013 in Petition No.44/TL/2012. The Petitioner implemented the transmission project as per the scope of the transmission license and was granted tariff for 2009-14 period *vide* order dated 18.3.2016 in Petition No. 184/TT/2013 that was trued up



and tariff for 2014-19 period was determined vide order dated 3.11.2017 in Petition No 146/TT/2016.

81. While amending the transmission license by including 12 ohm series line reactor in Mohindergarh-Dhanonda 400 kV D/C line Circuit-I & Circuit-II at Mohindergarh end, the Commission in order dated 7.10.2019 in Petition No. 118/TL/2019 held as follows:

"9..... The Representative of NRLDC during the hearing on 27.9.2019 submitted that NLRDC has no objection to the amendment of licence proposed in the Petition. Central Transmission Utility vide its letter dated 10.5.2019 has submitted that in order to control the fault level at 400 kV Mohindergarh sub- station developed by ATIL through TBCB route, installation of 12 ohm Series Line Reactor in each circuit of Mohindergarh-Dhanonda 400 kV D/C line at Mohindergarh end was agreed in the 39th meeting of the Standing Committee on Power System Planning of Northern Region held at 29/30-5.2017. CTU has further submitted that the scheme was also discussed in the 2nd Meeting of National Committee on Transmission (NCT) held on 4.12.2018 and NCT recommended implementation of above work. Considering all the materials on record, we are of view that it is in the public interest to approve amendment to the transmission licence granted to the Petitioner, Adani Transmission (India) Ltd. to include 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400 kV D/c line ckt I & II at Mohindergarh end. Accordingly, we direct to include the above scope of work in the transmission licence granted to the Petitioner vide Transmission Licence No. 20/Transmission/2013/CERC dated 29.7.2013. The licensee shall remain bound by the terms and conditions contained in the order dated 29.7.2013."

82. Accordingly, the Petitioner has submitted the tariff proposal for 12 ohm series reactors in accordance with provisions of the 2019 tariff Regulations at an estimated cost of ₹5000 lakh.

83. We note that 'element', 'Transmission Line' and 'Transmission System' are defined in Clause (20), Clause (66) and Clause (68) respectively of Regulation 3 of the 2019 Tariff Regulations as follows:

"3. Definitions. - In these regulations, unless the context otherwise requires: -

(20) 'Element' means an asset which has been distinctively defined under the scope of the transmission project in the Investment Approval such as transmission lines including line bays and line reactors, substations, bays, compensation device, Interconnecting Transformers;"



"(66) 'Transmission Line' shall have the same meaning as defined in sub-section (72) of Section 2 of the Act;"

"(68) 'Transmission System' means a line or a group of lines with or without associated sub-station, equipment associated with transmission lines and sub-stations identified under the scheme as per the Investment Approval(s) and shall include associated communication system;"

84. Therefore, the 12 ohm series reactor, which has been incorporated in the revised scope of the transmission project by way of amendment to the transmission license of the Petitioner is to be reckoned as a new and distinct 'element' of the transmission project. Therefore, the Petitioner is required to submit tariff application in accordance with 2019 Tariff Regulation with respect to the new and distinct 'element' ("12 ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda 400kV line (Circuit-I & Circuit-II) at Mohindergarh end") of the transmission project.

85. Hence, we are not inclined to consider the "12 ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda 400 kV line (Circuit-I & II) at Mohindergarh end" under the additional capitalisation provisions of the 2019 Tariff Regulations, since the said reactor is a distinct 'element' as defined under the 2014 Tariff Regulations. Moreover, the treatment of depreciation for the new 12 ohm series reactor, put into commercial operation in 2019-24 tariff period will be different from the depreciation allowed for the existing transmission assets put into commercial operation in the 2009-14 tariff regulations. Therefore, we are of the considered view that 12 ohm series reactor has to be treated distinctly and separate tariff has to be allowed for it.

86. In a similar matter in order dated 30.12.2019 in Petition No. 277/TT/2019 for determination of transmission tariff of assets of "Eastern region Strengthening



Scheme-XII (ERSS-XI)", the Commission observed that the original Investment Approval dated 13.5.2014 provided for 2 numbers 500 MVA ICTs at Patna including 22 numbers other assets of the scheme based on approval of ERSS-XI scheme in SCM dated 27.8.2013 and ERPC dated 27.8.2013. Subsequently, after a gap of about 4 years, the requirement of 3rd ICT at Patna was discussed and agreed in the 19th SCM of ER held on 1.9.2017 and 36th ERPC meeting held on 14.9.2017 considering the peak load demand of 650 MW at Patna upon request from BSPTCL. Thereafter, MoP *vide* letter dated 10.1.2018 directed the Petitioner to implement the 3rd 500 MVA ICT at Patna Sub-station. Accordingly, the Petitioner has included the 3rd 500 MVA ICT at Patna Sub-station in Revised Cost estimate-II (RCE-II) dated 14.3.2019. As per RCE-II, the Asset-IV i.e. 3rd 500 MVA ICT at Patna Sub-station was put into commercial operation on 14.2.2018. Accordingly, the Commission has allowed the tariff of the new element, 3rd ICT at Patna Sub-station, introduced at the RCE-II stage in accordance with the 2014 Tariff Regulations after carrying out prudence check of time and cost over-run and capital cost stipulated in RCE-II, instead of original investment approval.

87. Accordingly, the Petitioner is directed to submit fresh petition for approval of tariff for '12 ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda 400 kV line (Circuit-I & Circuit-II) at Mohindergarh end' as a separate asset as per provisions of the 2019 Tariff Regulations along with the following information:

- (i) Investment approval/ Revised Cost Estimate by the Board of Directors of the Petitioner company.
- (ii) Documents in support of COD such as CEA certificate, RLDC certificate, CMD certificate etc. in accordance with relevant regulations and grid code.



- (iii) Auditor's Certificate clearly indicating Hard Cost, IDC and IEDC as well as element wise (i.e. land, building, transmission line, sub-station, communication system) capital cost as on COD.
- (iv) The claim of ACE under the Regulation concerned.
- (v) Complete set of all the applicable Tariff Forms in line with Auditor's Certificates.
- (vi) Statement of IDC computation containing name of loan, rate of interest drawl date and date of payment of last interest.
- (vii) Documents in respect of rate of interest claimed and effective tax rate.
- (viii) Justification of time and cost overrun, if any, together with supporting documents.

88. As regards ACE claimed in respect of other items such as upgradation of SCADA system and replacement of Porcelain Insulators with Silicon Rubber Insulator during the 2019-24 period, the Petitioner has submitted the following justification and has requested to admit the claimed ACE under applicable clause of Regulation 27(1)(d) of the 2019 Tariff Regulations:

(a) The Petitioner has installed SCADA system in Asset-I for the purpose of control and protection of the sub-station and associated transmission line. The SCADA system is in service since 2010 and sub-station automation system software is based on Windows-XP. As of now, the system is obsolete and support to cater to the various problems is not possible to maintain reliable grid operation. Further, Microsoft has stopped the Operating System support for Windows XP. Therefore, requirement of upgradation from existing version to new version is necessary to overcome following challenges:

- i. Obsolete Version of PACIS SCADA Application for SAS and hence, there are problem in getting proper support on the same.
- ii. Repeated hanging of Server application and auto-restart
- iii. Frequent hanging of OWS.
- iv. Hanging of BCU application
- v. BCU reports hardware auto-re-closure fault.
- vi. Communication issue of 40 platform relay with configuration tools.
- vii. Communication issue of 30 platform relays with existing SCADA



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- viii. Re-configuration of certain special logics e.g. Automatic setting group change logic, CB Negative supply interruption scheme.
- ix. Fixing of Bugs and Improvisation of feature & performance in upgraded version of SCADA software
- x. Obsolete support for the Windows XP operating System from Microsoft.
- xi. Cyber Security
- xii. Frequent network disturbances like disconnection of IEDs

(b) Therefore, it is proposed to upgrade the existing version of software to new version. Benefit of new version of software are as follows:

- i. Supports 250 IEDs and up to 100,000 data points managed.
- ii. Fast and seamless redundancy for all functions (clients, real-time server, historian database) for higher availability
- iii. Powerful graphical capability able to fit the highest resolution screens support up to 4 high-resolution screens
- iv. Support 10 a View Clients per twin server (including remote and embedded a View clients)
- v. Up to 4 VDU (Video Display Unit) on each a View Client
- vi. Up to 2 Historian-IMS Servers, 1 per a View Server (redundancy)
- vii. Web HMI features are available and same can be connected through firewall.
- viii. Fully customizable HMI to customer's graphical preferences.
- ix. Embedded Mimics capabilities (zoom-in/zoom-out, Panning, Print Mimic, Decluttering)
- x. Substation Cyber security features (White listing /Hardening)

(c) The total estimated capital cost for upgradation is ₹120 lakh. The Petitioner has claimed the same as part of ACE in 2019-20 as per Regulation 27(1)(d) of the 2019 Tariff Regulations.

89. MPPMCL, *vide* affidavit dated 8.6.2020 has submitted that up-gradation of SCADA system from Windows XP to a new version is a matter of O&M and/or R&M of the transmission system and not covered under additional capitalization. The SCADA system based on Windows XP is still functioning well with other transmission licensees and cannot be said to be old and not supportive. The



Petitioner has not produced any instances to show of any complaints or objections, if any, made to it by the respective Load Dispatch Centre in respect of alleged mal-function of present SCADA system. The Petitioner has not even identified the new system to which it proposes to upgrade. In such a scenario, its self-assessment for additional expenditure of ₹120 lakh is imaginary and baseless.

90. We have considered the submissions of the Petitioner and MPPMCL. The 2019 Tariff Regulations allow for replacement of equipment on account of obsolescence of technology and otherwise necessary for successful operation of the system. In the instant case, the upgradation of SCADA system is critical in nature and upgradation of SCADA is required for control and protection of the sub-station and associated transmission line and maintaining the reliable grid operation and also required for security and safety of the HVDC station. Regarding de-capitalisation, if any, towards up-gradation of SCADA work, the Petitioner is directed to submit the de-capitalisation details at the time of truing up. The Petitioner shall submit obsolescence certificate from its management and OEM at the time of truing up. Accordingly, ACE proposed for an amount of ₹120.00 towards up-gradation of SCADA works is allowed subject to truing up.

91. The Petitioner was directed *vide* TV letter dated 16.9.2020 to provide clarification in respect of ACE claimed for the tariff period 2019-24 (which is beyond the cut-off date), and expenditure proposed for replacement of Porcelain Insulators with Silicon Rubber Insulator during the 2019-24 tariff period.

92. In response, the Petitioner *vide* affidavit dated 4.2.2021 has submitted that Mundra-Mohindergarh HVDC line is passing through coastal area which has



dusty and salty regions apart from industrial zones and foggy weather. The atmospheric conditions like salty, coastal, polluted, creek and desert area adversely affect the performance of porcelain disc insulators due to which the availability of lines and plants is severely affected. Due to high contaminations, dielectric strength of insulator gets reduced and tracking on insulators were observed which resulted into frequent transient faults online. Continuous tracking on insulator results into breakdown and forced outages which is affecting the system availability and grid stability. Despite taking regular maintenance measures including cleaning and washing of insulators every year, tripping and disturbances in some of the portions of the transmission line are matter of concern. The transient faults are also observed by other utilities in the same area. Industry has adopted practice of replacement of Porcelain Disc Insulators by Silicon Rubber Insulators (SRI) in the affected area. Due to better hydrophobicity of SRI, it gives better result in affected areas of line. Northern Regional Power Committee (NRPC) is also taking review of insulator replacement work/ progress of important link from transmission licensees. Therefore, in order to overcome this, the replacement of Porcelain Insulators with Silicon Rubber Insulator is taken up in a phased manner. The process of replacement of the insulator requires outages for the transmission line. The Petitioner has claimed the following ACE towards insulator replacement:

Additional capital expenditure proposed					Total estimated amount of insulator replacement
2019-20	2020-21	2021-22	2022-23	2023-24	(₹ in lakh)
375.00	331.00	210.00	214.00	208.00	1338.00

93. Regulations 26 of the 2019 Tariff Regulations provide as follows:

"26. Additional Capitalisation beyond the original scope



(1) *The capital expenditure, in respect of existing generating station or the transmission system including communication system, incurred or projected to be incurred on the following counts beyond the original scope, may be admitted by the Commission, subject to prudence check:*

- (a) *Liabilities to meet award of arbitration or for compliance of order or directions of any statutory authority, or order or decree of any court of law;*
- (b) *Change in law or compliance of any existing law;*
- (c) *Force Majeure events;*
- (d) *Need for higher security and safety of the plant as advised or directed by appropriate Indian Government Instrumentality or statutory authorities responsible for national or internal security;*
- (e) *Deferred works relating to ash pond or ash handling system in additional to the original scope of work, on case to case basis:*

Provided also that if any expenditure has been claimed under Renovation and Modernisation (R&M) or repairs and maintenance under O&M expenses, the same shall not be claimed under this Regulation;

(f) *Usage of water from sewage treatment plant in thermal generating station."*

94. We have considered the submissions made by the Petitioner. The Petitioner has submitted that existing insulators are required to be replaced with SRI for efficient operation of Asset-I. We are of the view that the consent of the beneficiaries for replacing the existing insulators with SRI should be obtained for incurring such huge ACE towards replacement of existing insulators with SRI. The Petitioner has not submitted any approval of RPC for replacement of the existing insulators. The Petitioner is directed to discuss the issue of replacement of insulators at RPC level. Further, the Petitioner has not submitted what would be done with the replaced insulators and the details of decapitalisation of the insulators. Therefore, projected ACE of ₹1338 lakh during 2019-24 period on account of insulator replacement is disallowed at this stage. However, the Petitioner is given liberty to approach the Commission through a separate petition along with minutes of the RPC meeting and other details mentioned above so that proposal of replacement of insulators could be considered by the Commission.

Capital Cost for the 2019-24 Tariff Period

95. Accordingly, the capital cost of the transmission assets considered for the



tariff period 2019-24, subject to truing up, is as follows:

(₹ in lakh)			
Asset	Capital cost allowed as on 1.4.2019	ACE allowed for the year 2019-24	Total Estimated Completion capital cost allowed as on 31.3.2024
	A	B	C=A+B
Asset-I	387437.06	120.00	387557.06
Asset-II	54089.69	0.00	54089.69

Debt-Equity Ratio

96. Regulations 18 of the 2019 Tariff Regulations provides as follows:

"18. Debt-Equity Ratio: (1) For new projects, the debt-equity ratio of 70:30 as on date of commercial operation shall be considered. If the equity actually deployed is more than 30% of the capital cost, equity in excess of 30% shall be treated as normative loan:

Provided that:

- i. where equity actually deployed is less than 30% of the capital cost, actual equity shall be considered for determination of tariff:
- ii. the equity invested in foreign currency shall be designated in Indian rupees on the date of each investment:
- iii. any grant obtained for the execution of the project shall not be considered as a part of capital structure for the purpose of debt: equity ratio.

Explanation.-The premium, if any, raised by the generating company or the transmission licensee, as the case may be, while issuing share capital and investment of internal resources created out of its free reserve, for the funding of the project, shall be reckoned as paid up capital for the purpose of computing return on equity, only if such premium amount and internal resources are actually utilised for meeting the capital expenditure of the generating station or the transmission system.

(2) The generating company or the transmission licensee, as the case may be, shall submit the resolution of the Board of the company or approval of the competent authority in other cases regarding infusion of funds from internal resources in support of the utilization made or proposed to be made to meet the capital expenditure of the generating station or the transmission system including communication system, as the case may be.

(3) In case of the generating station and the transmission system including communication system declared under commercial operation prior to 1.4.2019, debt: equity ratio allowed by the Commission for determination of tariff for the period ending 31.3.2019 shall be considered:

Provided that in case of a generating station or a transmission system including communication system which has completed its useful life as on or after 1.4.2019, if the equity actually deployed as on 1.4.2019 is more than 30% of the capital cost, equity in excess of 30% shall not be taken into account for tariff computation;

Provided further that in case of projects owned by Damodar Valley Corporation, the debt: equity ratio shall be governed as per sub-clause (ii) of clause (2) of Regulation 72 of these regulations.

(4) In case of the generating station and the transmission system including communication system declared under commercial operation prior to 1.4.2019, but where debt: equity ratio has not been determined by the Commission for determination of tariff for the period ending 31.3.2019, the Commission shall approve the debt: equity ratio in accordance with clause (1) of this Regulation.

(5) Any expenditure incurred or projected to be incurred on or after 1.4.2019 as may be admitted by the Commission as additional capital expenditure for determination of tariff, and renovation and modernisation expenditure for life extension shall be serviced in the manner specified in clause (1) of this Regulation.

(6) Any expenditure incurred for the emission control system during the tariff period as may be admitted by the Commission as additional capital expenditure for determination of supplementary tariff, shall be serviced in the manner specified in clause (1) of this Regulation."

97. The details of the debt-equity considered for the purpose of computation of tariff for the 2019-24 tariff period for the transmission assets are as follows:

Funding Asset-I	Capital Cost (₹ in lakh) as on 1.4.2019	(%)	Capital Cost (₹ in lakh) as on 31.3.2024	(%)
Debt	271205.94	70.00	271289.94	70.00
Equity	116231.12	30.00	116267.12	30.00
Total	387437.06	100.00	387557.06	100.00

Funding Asset-II	Capital Cost (₹ in lakh) as on 1.4.2019	(%)	Capital Cost (₹ in lakh) as on 31.3.2024	(%)
Debt	37862.78	70.00	37862.78	70.00
Equity	16226.91	30.00	16226.91	30.00
Total	54089.69	100.00	54089.69	100.00

Depreciation

98. Regulation 33 of the 2019 Tariff Regulations provide as follows:-

"33. Depreciation:

(1) Depreciation shall be computed from the date of commercial operation of a generating station or unit thereof or a transmission system or element thereof including communication system. In case of the tariff of all the units of a generating station or all elements of a transmission system including communication system for which a single tariff needs to be determined, the depreciation shall be computed from the effective date of commercial operation of the generating station or the transmission system taking into consideration the depreciation of individual units:



Provided that effective date of commercial operation shall be worked out by considering the actual date of commercial operation and installed capacity of all the units of the generating station or capital cost of all elements of the transmission system, for which single tariff needs to be determined.

(2) The value base for the purpose of depreciation shall be the capital cost of the asset admitted by the Commission. In case of multiple units of a generating station or multiple elements of a transmission system, weighted average life for the generating station of the transmission system shall be applied. Depreciation shall be chargeable from the first year of commercial operation. In case of commercial operation of the asset for part of the year, depreciation shall be charged on pro rata basis."

(3) The salvage value of the asset shall be considered as 10% and depreciation shall be allowed up to maximum of 90% of the capital cost of the asset:

Provided that the salvage value for IT equipment and software shall be considered as NIL and 100% value of the assets shall be considered depreciable;

Provided further that in case of hydro generating stations, the salvage value shall be as provided in the agreement, if any, signed by the developers with the State Government for development of the generating station:

Provided also that the capital cost of the assets of the hydro generating station for the purpose of computation of depreciated value shall correspond to the percentage of sale of electricity under long-term power purchase agreement at regulated tariff:

Provided also that any depreciation disallowed on account of lower availability of the generating station or unit or transmission system as the case may be, shall not be allowed to be recovered at a later stage during the useful life or the extended life.

(4) Land other than the land held under lease and the land for reservoir in case of hydro generating station shall not be a depreciable asset and its cost shall be excluded from the capital cost while computing depreciable value of the asset.

(5) Depreciation shall be calculated annually based on Straight Line Method and at rates specified in Appendix-I to these regulations for the asset of the generating station and transmission system:

Provided that the remaining depreciable value as on 31st March of the year closing after a period of 12 years from the effective date of commercial operation of the station shall be spread over the balance useful life of the asset.

(6) In case of the existing projects, the balance depreciable value as on 1.4.2019 shall be worked out by deducting the cumulative depreciation as admitted by the Commission upto 31.3.2019 from the gross depreciable value of the assets.

(7) The generating company or the transmission licensee, as the case may be, shall submit the details of proposed capital expenditure five years before the completion of useful life of the project along with justification and proposed life extension. The Commission based on prudence check of such submissions shall approve the depreciation on capital expenditure.

(8) In case of de-capitalization of assets in respect of generating station or unit thereof or transmission system or element thereof, the cumulative depreciation shall be adjusted by taking into account the depreciation recovered in tariff by the decapitalized asset during its useful services.

(9) Where the emission control system is implemented within the original scope of the generating station and the date of commercial operation of the generating station or unit thereof and the date of operation of the emission control system are the same, depreciation of the generating station or unit thereof including the emission control system shall be computed in accordance with Clauses (1) to (8) of this Regulation.

(10) Depreciation of the emission control system of an existing or a new generating station or unit thereof where the date of operation of the emission control system is subsequent to the date of commercial operation of the generating station or unit thereof, shall be computed annually from the date of operation of such emission control system based on straight line method, with salvage value of 10%, over a period of-

- a) twenty five years, in case the generating station or unit thereof is in operation for fifteen years or less as on the date of operation of the emission control system; or
- b) balance useful life of the generating station or unit thereof plus fifteen years, in case the generating station or unit thereof is in operation for more than fifteen years as on the date of operation of the emission control system; or
- c) ten years or a period mutually agreed by the generating company and the beneficiaries, whichever is higher, in case the generating station or unit thereof has completed its useful life."

99. The Petitioner has submitted that it has calculated the depreciation for 2019-20 to 2023-24 as specified in Regulation 33 of the 2019 Tariff Regulations.

100. We have considered the submissions of the Petitioner. The Commission vide order dated 18.3.2016 in Petition No. 184/TT/2013 with regard to actual COD of the transmission assets had held as follows:

"22. The transmission assets covered under the scope of licence were commissioned as a part of generating station of the petitioner Company in the form of dedicated transmission lines along with the associated sub-stations as per the following timeline:

Particulars	Elements	Actual COD
Asset II	400 kV D/C Mundra-Sami	13.7.2009
	400 kv D/C Sami-Dehgam along with Switching Station	13.7.2009
Asset I	HVDC Pole-I along with HVDC line	12.7.2012
	HVDC Pole-II along with HVDC line	9.10.2012
	400 kV D/C Mohindergarh-Bhiwani	12.7.2012
	400 kV D/C Mohindergarh-Dhanonda	9.8.2012



Thus, the transmission assets of the petitioner were commissioned prior to the grant of transmission licence. The petitioner has considered the date of transmission licence as the deemed date of commercial operation for the purpose of tariff determination under Tariff Regulations, 2009 and has claimed the annual fixed charges on the basis of the capital cost as on the date of issue of transmission licence. The petitioner has argued that the date of commercial operation of the transmission assets should be reckoned from the date the assets were treated as ISTS i.e. from the date of grant of transmission licence.

.....

26. The transmission assets of the petitioner have been commissioned with effect from the dates mentioned against each asset in para 22 above. These assets have been put to commercial use from these dates, though as dedicated transmission lines. The licence was granted on 29.7.2013 i.e. almost one year and in some cases, more than one year after the assets were commissioned. After the grant of licence, the dedicated assets acquired the status of ISTS. Therefore, there is a need to decide a reference date for determination of tariff of the transmission assets on their conversion to ISTS.....

.....Finally, taking 1.10.2013 as the date for determination of tariff will balance the interests of the petitioner and beneficiaries. In view of the above discussion, we decide that the deemed CoD for the purpose of determination of tariff shall be considered as 1.10.2013"

101. Further, the Commission vide its order dated 3.11.2017 in Petition No. 146/TT/2016 has already taken into account the cumulative depreciation as on 1.10.2013 while calculating the remaining depreciation value for the purpose of tariff. The relevant portion of the order dated 3.11.2017 in Petition no. 146/TT/2016 are as follows:

"49. The petitioner has claimed depreciation considering weighted average rate of depreciation (WAROD) of 5.10% and 5.18% for Asset-I and Asset-II, respectively for 2009-14. The said depreciation rates have been considered for the purpose of tariff. The petitioner has further submitted that the cumulative.....

Thus, cumulative depreciation as on 1.10.2013 amounting to ₹20078.57 lakh for Asset-I and ₹9614.27 lakh for Asset-II has been considered while calculating the remaining depreciation value for the purpose of tariff."

102. The depreciation has been worked out considering the admitted capital expenditure as on 31.3.2019 and accumulated depreciation up to 31.3.2019. Based on the actual COD of the transmission assets as mentioned above, Asset-I will complete 12 years of useful life beyond 2019-24 tariff period. Accordingly, the depreciation in respect of Asset-I has been worked out based on the WAROD.



WAROD at Annexure-II has been worked out after taking into account the depreciation rates specified in the 2019 Tariff Regulations. Asset-II has completed 12 years of its useful life on 31.3.2021. Therefore, depreciation in respect of Asset-II from 2021-22 onwards has been calculated based on the remaining depreciable value in accordance with Regulation 33(5) of the 2019 Tariff Regulations. The depreciation allowed for the transmission asset is as follows:

(₹ in lakh)

Particulars	Asset-I				
	2019-20	2020-21	2021-22	2022-23	2023-24
Opening Gross Block	387437.06	387557.06	387557.06	387557.06	387557.06
Additional Capitalisation	120.00	0.00	0.00	0.00	0.00
Closing Gross Block	387557.06	387557.06	387557.06	387557.06	387557.06
Average Gross Block	387497.06	387557.06	387557.06	387557.06	387557.06
Freehold land	6070.00	6070.00	6070.00	6070.00	6070.00
Weighted Average Rate of Depreciation (WAROD) (%)	5.09	5.09	5.09	5.09	5.09
Balance useful life of the asset at the beginning of the year (Year)	23.00	22.00	21.00	20.00	19.00
Lapsed life of the asset at the beginning of the year (Year)	6.00	7.00	8.00	9.00	10.00
Aggregated Depreciable Value	343284.35	343338.35	343338.35	343338.35	343338.35
Depreciation during the year	19730.17	19733.34	19733.34	19733.34	19733.34
Cumulative Depreciation at the end of the year	147294.03	167027.37	186760.71	206494.06	226227.40
Remaining Aggregated Depreciable Value at the end of the Year	195990.32	176310.98	156577.64	136844.30	117110.96

(₹ in lakh)

Particulars	Asset-II				
	2019-20	2020-21	2021-22	2022-23	2023-24
Opening Gross Block	54089.69	54089.69	54089.69	54089.69	54089.69
Additional Capitalisation	0.00	0.00	0.00	0.00	0.00
Closing Gross Block	54089.69	54089.69	54089.69	54089.69	54089.69
Average Gross Block	54089.69	54089.69	54089.69	54089.69	54089.69
Freehold land	742.00	742.00	742.00	742.00	742.00
Weighted Average Rate of Depreciation (WAROD) (%)	5.16	5.16	1.54	1.54	1.54



Particulars	Asset-II				
	2019-20	2020-21	2021-22	2022-23	2023-24
Balance useful life of the asset at the beginning of the year (Year)	23.00	22.00	21.00	20.00	19.00
Lapsed life of the asset at the beginning of the year (Year)	10.00	11.00	12.00	13.00	14.00
Aggregated Depreciable Value	48012.92	48012.92	48012.92	48012.92	48012.92
Depreciation during the year	2793.33	2793.33	830.89	830.89	830.89
Cumulative Depreciation at the end of the year	27770.92	30564.25	31395.13	32226.02	33056.91
Remaining Aggregated Depreciable Value at the end of the Year	20242.00	17448.67	16655.55	15826.46	14997.55

Interest on Loan (IoL)

103. Regulation 32 of the 2019 Tariff Regulations provides as follows:-

"32. Interest on loan capital: (1) The loans arrived at in the manner indicated in Regulation 18 of these regulations shall be considered as gross normative loan for calculation of interest on loan.

(2) The normative loan outstanding as on 1.4.2019 shall be worked out by deducting the cumulative repayment as admitted by the Commission up to 31.3.2019 from the gross normative loan.

(3) The repayment for each of the year of the tariff period 2019-24 shall be deemed to be equal to the depreciation allowed for the corresponding year/period. In case of de-capitalization of asset, the repayment shall be adjusted by taking into account cumulative repayment on a pro rata basis and the adjustment should not exceed cumulative depreciation recovered upto the date of de-capitalisation of such asset.

(4) Notwithstanding any moratorium period availed by the generating company or the transmission licensee, as the case may be, the repayment of loan shall be considered from the first year of commercial operation of the project and shall be equal to the depreciation allowed for the year or part of the year.

(5) The rate of interest shall be the weighted average rate of interest calculated on the basis of the actual loan portfolio after providing appropriate accounting adjustment for interest capitalized:

Provided that if there is no actual loan for a particular year but normative loan is still outstanding, the last available weighted average rate of interest shall be considered;

Provided further that if the generating station or the transmission system, as the case may be, does not have actual loan, then the weighted average rate of interest of the generating company or the transmission licensee as a whole shall be considered.



(5a) The rate of interest on loan for installation of emission control system shall be the weighted average rate of interest of actual loan portfolio of the emission control system or in the absence of actual loan portfolio, the weighted average rate of interest of the generating company as a whole shall be considered.

(6) The interest on loan shall be calculated on the normative average loan of the year by applying the weighted average rate of interest.

(7) The changes to the terms and conditions of the loans shall be reflected from the date of such re-financing".

104. The Petitioner has submitted that IoL is calculated for 2019-20 to 2023-24 as specified in Regulations 32 of the 2019 Tariff Regulations and has considered the weighted average interest rate of 2018-19 for the purpose of interest rates during 2019-20 to 2023-24. The repayment is considered equal to the depreciation for the year.

105. We have considered the submission of the Petitioner. As discussed earlier in this order, WAROI of 12.22% has been considered for truing up of tariff from 2015-16 to 2018-19. The same has been considered as WAROI for computing IoL for 2019-24 tariff period for the transmission assets. IoL considered for the transmission assets is as follows:

(₹ in lakh)					
Particular	Asset-I				
	2019-20	2020-21	2021-22	2022-23	2023-24
Gross Normative Loan	271205.94	271289.94	271289.94	271289.94	271289.94
Cumulative Repayments up to Previous Year	127563.86	147294.03	167027.37	186760.71	206494.06
Net Loan-Opening	143642.08	123995.91	104262.57	84529.23	64795.89
ACE	84.00	0.00	0.00	0.00	0.00
Repayment during the year	19730.17	19733.34	19733.34	19733.34	19733.34
Net Loan-Closing	123995.91	104262.57	84529.23	64795.89	45062.55
Average Loan	133819.00	114129.24	94395.90	74662.56	54929.22
Weighted Average Rate of Interest on Loan (%)	12.220	12.220	12.220	12.220	12.220
Interest on Loan	16352.68	13946.59	11535.18	9123.76	6712.35

(₹ in lakh)

Particular	Asset-II				
	2019-20	2020-21	2021-22	2022-23	2023-24
Gross Normative Loan	37862.78	37862.78	37862.78	37862.78	37862.78
Cumulative Repayments up to Previous Year	24977.60	27770.92	30564.25	31395.13	32226.02
Net Loan-Opening	12885.19	10091.86	7298.54	6467.65	5636.76
ACE	0.00	0.00	0.00	0.00	0.00
Repayment during the year	2793.33	2793.33	830.89	830.89	830.89
Net Loan-Closing	10091.86	7298.54	6467.65	5636.76	4805.87
Average Loan	11488.52	8695.20	6883.09	6052.20	5221.31
Weighted Average Rate of Interest on Loan (%)	12.220	12.220	12.220	12.220	12.220
Interest on Loan	1403.90	1062.55	841.11	739.58	638.04

Return on Equity (RoE)

106. Regulations 30 and 31 of the 2019 Tariff Regulations provide as follows:-

"30. Return on Equity: (1) Return on equity shall be computed in rupee terms, on the equity base determined in accordance with Regulation 18 of these regulations.

(2) Return on equity shall be computed at the base rate of 15.50% for thermal generating station, transmission system including communication system and run-of-river hydro generating station, and at the base rate of 16.50% for the storage type hydro generating stations including pumped storage hydro generating stations and run-of-river generating station with pondage:

Provided that return on equity in respect of additional capitalization after cutoff date beyond the original scope, excluding additional capitalization on account of emission control system, shall be computed at the weighted average rate of interest on actual loan portfolio of the generating station or the transmission system or in the absence of actual loan portfolio of the generating station or the transmission system, the weighted average rate of interest of the generating company or the transmission licensee, as the case may be, as a whole shall be considered, subject to ceiling of 14%.

Provided further that:

i. In case of a new project, the rate of return on equity shall be reduced by 1.00% for such period as may be decided by the Commission, if the generating station or transmission system is found to be declared under commercial operation without commissioning of any of the Restricted Governor Mode Operation (RGMO) or Free Governor Mode Operation (FGMO), data telemetry, communication system up to load dispatch centre or protection system based on the report submitted by the respective RLDC;

ii. in case of existing generating station, as and when any of the requirements under (i) above of this Regulation are found lacking based on the report submitted by the concerned RLDC, rate of return on equity



shall be reduced by 1.00% for the period for which the deficiency continues;

iii. in case of a thermal generating station, with effect from 1.4.2020:

- a) rate of return on equity shall be reduced by 0.25% in case of failure to achieve the ramp rate of 1% per minute;
- b) an additional rate of return on equity of 0.25% shall be allowed for every incremental ramp rate of 1% per minute achieved over and above the ramp rate of 1% per minute, subject to ceiling of additional rate of return on equity of 1.00%;

Provided that the detailed guidelines in this regard shall be issued by National Load Dispatch Centre by 30.6.2019.

(3) The return on equity in respect of additional capitalization on account of emission control system shall be computed at the base rate of one year marginal cost of lending rate (MCLR) of the State Bank of India as on 1st April of the year in which the date of operation (ODe) occurs plus 350 basis point, subject to ceiling of 14%;

31. Tax on Return on Equity: (1) The base rate of return on equity as allowed by the Commission under Regulation 30 of these regulations shall be grossed up with the effective tax rate of the respective financial year. For this purpose, the effective tax rate shall be considered on the basis of actual tax paid in respect of the financial year in line with the provisions of the relevant Finance Acts by the concerned generating company or the transmission licensee, as the case may be. The actual tax paid on income from other businesses including deferred tax liability (i.e. income from business other than business of generation or transmission, as the case may be) shall be excluded for the calculation of effective tax rate.

(2) Rate of return on equity shall be rounded off to three decimal places and shall be computed as per the formula given below:

$$\text{Rate of pre-tax return on equity} = \text{Base rate} / (1-t)$$

Where "t" is the effective tax rate in accordance with clause (1) of this Regulation and shall be calculated at the beginning of every financial year based on the estimated profit and tax to be paid estimated in line with the provisions of the relevant Finance Act applicable for that financial year to the company on pro-rata basis by excluding the income of non-generation or non-transmission business, as the case may be, and the corresponding tax thereon. In case of generating company or transmission licensee paying Minimum Alternate Tax (MAT), "t" shall be considered as MAT rate including surcharge and cess.

Illustration-

(i) In case of a generating company or a transmission licensee paying Minimum Alternate Tax (MAT) @ 21.55% including surcharge and cess:

$$\text{Rate of return on equity} = 15.50 / (1 - 0.2155) = 19.758\%$$

(ii) In case of a generating company or a transmission licensee paying normal corporate tax including surcharge and cess:



- (a) Estimated Gross Income from generation or transmission business for FY 2019-20 is Rs 1,000 crore;
 (b) Estimated Advance Tax for the year on above is Rs 240 crore;
 (c) Effective Tax Rate for the year 2019-20 = Rs 240 Crore/Rs 1000 Crore = 24%;
 (d) Rate of return on equity = $15.50 / (1 - 0.24) = 20.395\%$.

(3) The generating company or the transmission licensee, as the case may be, shall true up the grossed up rate of return on equity at the end of every financial year based on actual tax paid together with any additional tax demand including interest thereon, duly adjusted for any refund of tax including interest received from the income tax authorities pertaining to the tariff period 2019-24 on actual gross income of any financial year. However, penalty, if any, arising on account of delay in deposit or short deposit of tax amount shall not be claimed by the generating company or the transmission licensee, as the case may be. Any under-recovery or over-recovery of grossed up rate on return on equity after truing up, shall be recovered or refunded to beneficiaries or the long term customers, as the case may be, on year to year basis."

107. The Petitioner has submitted that it has paid MAT rate of 21.549% for 2018-19. Hence, MAT rate of 21.549% has been considered by the Petitioner which results into RoE of 19.758% for the entire control period of 2019-20 to 2023-24 as per Regulation 30 and Regulation 31 of the 2019 Tariff Regulations.

108. We have considered the submission of the Petitioner. The MAT rate applicable in 2019-20 has been considered for the purpose of RoE, which shall be trued up with actual tax rate in accordance with Regulation 31(3) of the 2019 Tariff Regulations. RoE allowed for the transmission assets under Regulation 30 of the 2019 Tariff Regulations is as follows:

(₹ in lakh)					
Asset-I					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Opening Equity	116231.12	116267.12	116267.12	116267.12	116267.12
ACE	36.00	0.00	0.00	0.00	0.00
Closing Equity	116267.12	116267.12	116267.12	116267.12	116267.12
Average Equity	116249.12	116267.12	116267.12	116267.12	116267.12
Return on Equity (Base Rate) (%)	15.500	15.500	15.500	15.500	15.500
Tax Rate applicable (%)	17.472	17.472	17.472	17.472	17.472
Rate of Return on Equity (Pre-tax)	18.782	18.782	18.782	18.782	18.782
Return on Equity (Pre-tax)	21833.91	21837.29	21837.29	21837.29	21837.29



(₹ in lakh)

Asset-II					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Opening Equity	16226.91	16226.91	16226.91	16226.91	16226.91
ACE	0.00	0.00	0.00	0.00	0.00
Closing Equity	16226.91	16226.91	16226.91	16226.91	16226.91
Average Equity	16226.91	16226.91	16226.91	16226.91	16226.91
Return on Equity (Base Rate) (%)	15.500	15.500	15.500	15.500	15.500
Tax Rate applicable (%)	17.472	17.472	17.472	17.472	17.472
Rate of Return on Equity (Pre-tax)	18.782	18.782	18.782	18.782	18.782
Return on Equity (Pre-tax)	3047.74	3047.74	3047.74	3047.74	3047.74

Operation & Maintenance Expenses (O&M Expenses)

109. Regulation 35(3)(a) of the 2019 Tariff Regulations provides as under:

"35 (3) Transmission system: (a) The following normative operation and maintenance expenses shall be admissible for the transmission system:

Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
<i>Norms for sub-station Bays (₹ Lakh per bay)</i>					
765 kV	45.01	46.60	48.23	49.93	51.68
400 kV	32.15	33.28	34.45	35.66	36.91
220 kV	22.51	23.30	24.12	24.96	25.84
132 kV and below	16.08	16.64	17.23	17.83	18.46
<i>Norms for Transformers (₹ Lakh per MVA)</i>					
765 kV	0.491	0.508	0.526	0.545	0.564
400 kV	0.358	0.371	0.384	0.398	0.411
220 kV	0.245	0.254	0.263	0.272	0.282
132 kV and below	0.245	0.254	0.263	0.272	0.282
<i>Norms for AC and HVDC lines (₹ Lakh per km)</i>					
Single Circuit (Bundled Conductor with six or more sub-conductors)	0.881	0.912	0.944	0.977	1.011
Single Circuit (Bundled conductor with four sub-conductors)	0.755	0.781	0.809	0.837	0.867
Single Circuit (Twin & Triple Conductor)	0.503	0.521	0.539	0.558	0.578
Single Circuit (Single Conductor)	0.252	0.260	0.270	0.279	0.289
Double Circuit (Bundled conductor with four or more sub-conductors)	1.322	1.368	1.416	1.466	1.517
Double Circuit (Twin & Triple Conductor)	0.881	0.912	0.944	0.977	1.011
Double Circuit (Single Conductor)	0.377	0.391	0.404	0.419	0.433
Multi Circuit (Bundled Conductor with four or more sub-conductor)	2.319	2.401	2.485	2.572	2.662
Multi Circuit (Twin & Triple Conductor)	1.544	1.598	1.654	1.713	1.773



Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
<i>Norms for HVDC stations</i>					
<i>HVDC Back-to-Back stations (Rs Lakh per 500 MW) (Except Gazuwaka BTB)</i>	834	864	894	925	958
<i>Gazuwaka HVDC Back-to-Back station (₹ Lakh per 500 MW)</i>	1,666	1,725	1,785	1,848	1,913
<i>500 kV Rihand-Dadri HVDC bipole scheme (Rs Lakh) (1500 MW)</i>	2,252	2,331	2,413	2,498	2,586
<i>±500 kV Talcher- Kolar HVDC bipole scheme (Rs Lakh) (2000 MW)</i>	2,468	2,555	2,645	2,738	2,834
<i>±500 kV Bhiwadi-Balia HVDC bipole scheme (Rs Lakh) (2500 MW)</i>	1,696	1,756	1,817	1,881	1,947
<i>±800 kV, Bishwanath-Agra HVDC bipole scheme (Rs Lakh) (3000 MW)</i>	2,563	2,653	2,746	2,842	2,942

Provided that the O&M expenses for the GIS bays shall be allowed as worked out by multiplying 0.70 of the O&M expenses of the normative O&M expenses for bays;

Provided further that:

- i. the operation and maintenance expenses for new HVDC bi-pole schemes commissioned after 1.4.2019 for a particular year shall be allowed pro-rata on the basis of normative rate of operation and maintenance expenses of similar HVDC bi-pole scheme for the corresponding year of the tariff period;*
- ii. the O&M expenses norms for HVDC bi-pole line shall be considered as Double Circuit quad AC line;*
- iii. the O&M expenses of ±500 kV Mundra-Mohindergarh HVDC bipole scheme (2000 MW) shall be allowed as worked out by multiplying 0.80 of the normative O&M expenses for ±500 kV Talchar-Kolar HVDC bi-pole scheme (2000 MW);*
- iv. the O&M expenses of ±800 kV Champa-Kurukshetra HVDC bi-pole scheme (3000 MW) shall be on the basis of the normative O&M expenses for ±800 kV, Bishwanath-Agra HVDC bi-pole scheme;*
- v. the O&M expenses of ±800 kV, Alipurduar-Agra HVDC bi-pole scheme (3000 MW) shall be allowed as worked out by multiplying 0.80 of the normative O&M expenses for ±800 kV, Bishwanath-Agra HVDC bi-pole scheme; and*
- vi. the O&M expenses of Static Synchronous Compensator and Static Var Compensator shall be worked at 1.5% of original project cost as on commercial operation which shall be escalated at the rate of 3.51% to work out the O&M expenses during the tariff period. The O&M expenses of Static Synchronous Compensator and Static Var Compensator, if*



required, may be reviewed after three years.

(b) The total allowable operation and maintenance expenses for the transmission system shall be calculated by multiplying the number of sub-station bays, transformer capacity of the transformer (in MVA) and km of line length with the applicable norms for the operation and maintenance expenses per bay, per MVA and per km respectively.

(c) The Security Expenses and Capital Spares for transmission system shall be allowed separately after prudence check:

Provided that the transmission licensee shall submit the assessment of the security requirement and estimated security expenses, the details of year-wise actual capital spares consumed at the time of truing up with appropriate justification.

(4) Communication system: The operation and maintenance expenses for the communication system shall be worked out at 2.0% of the original project cost related to such communication system. The transmission licensee shall submit the actual operation and maintenance expenses for truing up."

110. The O&M Expenses for the 2019-24 period is specified in Regulation 35(3) of 2019 Tariff Regulations. The O&M Expenses has been calculated by multiplying the number of sub-station bays, transformer capacity of the transformer (in MVA) and km of line length with the applicable norms for the O&M Expenses per bay, per MVA and per km respectively.

111. Regulation 35(3)(a)(iii) specifies that the O&M Expenses of ± 500 kV Mundra - Mohindergarh HVDC Bi-pole scheme (2500 MW) shall be allowed as worked out by multiplying 0.80 of the normative O&M Expenses for ± 500 kV Talchar-Kolar HVDC Bi-pole scheme (2500 MW). Accordingly, the Petitioner has calculated the normative O&M Expenses for ± 500 kV Mundra-Mohindergarh HVDC Bi-pole scheme.

112. The Petitioner has claimed security expenses and capital spares for the 2019-24 tariff period. Further, as per Regulation 35(3)(a)(iv) of 2019 Tariff Regulation, the O&M Expenses of Static Synchronous Compensator and Static

Var Compensator shall be worked at 1.5% of original project cost as on commercial operation which shall be escalated at the rate of 3.51% to work out the O&M Expenses during the tariff period. Accordingly, the Petitioner has considered the O&M cost towards FSC for the 2019-24 tariff period.

113. Regulation 35(4) of the 2019 Tariff Regulations provides for grant of O&M Expenses for the communication system at the rate of 2.0% of the original project cost related to such communication system. The Petitioner has claimed O&M Expenses for the communication system as per the original project cost as per the approved capital cost of communication system. The details of O&M Expenses claimed by the Petitioner for tariff period 2019-24 are as follows:

		(₹ in lakh)				
Asset	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Asset-I	O&M Expenses	6067.37	5458.99	5356.20	5564.83	5780.34
Asset-II	O&M Expenses	986.97	1017.97	1054.73	1092.76	1132.11

114. The break up of O&M Expenses claimed by the Petitioner for 2019-24 tariff period are as follows:

		(₹ in lakh)				
		Asset-I				
Element		2019-20	2020-21	2021-22	2022-23	2023-24
(A)						
Transmission Line		1552	1606	1663	1721	1781
Substation		2682	2777	2875	2976	3080
Communication System		48.93	48.93	48.93	48.93	48.93
Sub-total (A)		4284	4432	4586	4746	4910
(B)						
Security Expenses		290	313	338	365	395
Capital Spares consumed		1494	713	431	453	476
Sub-total (B)		1784	1027	770	818	870
Total O & M Expenses claimed (A+B)		6067	5459	5356	5565	5780



Asset-II					
Element	2019-20	2020-21	2021-22	2022-23	2023-24
(A)					
Transmission Line	382	396	410	424	439
Substation	463	479	496	514	532
Communication System	1.57	1.57	1.57	1.57	1.57
Sub-total (A)	847	877	907	939	972
(B)					
Security Expenses	6	6	7	8	8
Capital Spares consumed	54	52	54	57	60
Sub-total (B)	60	58	61	65	68
(C)					
FSC	80	83	86	89	92
Total O&M Expenses claimed (A+B+C)	987	1018	1055	1093	1132

115. The Petitioner has claimed O&M Expenses for Power Line Carrier Communication (PLCC) equipment for the 2019-24 tariff period separately @2% of the original project cost of that communication system under Regulation 35(4) of the 2019 Tariff Regulations for the transmission assets.

116. It is observed that the Petitioner had considered PLCC equipment as part of the sub-station during the 2014-19 tariff period and it was granted O&M Expenses accordingly as part of the sub-station and no separate O&M Expenses was granted for PLCC equipment. However, the Petitioner in the instant petition for the tariff period 2019-24, has segregated a part of the capital cost of the assets towards PLCC equipment, i.e. ₹2447.00 lakh and ₹79.00 lakh for Asset-I and Asset-II and has claimed O&M Expenses of ₹48.93 lakh and ₹1.57 lakh, respectively @2% of the capital cost under Regulation 35(4) of the 2019 Tariff Regulations. The Commission has dealt similar issue in order dated 24.1.2021 in Petition No. 126/TT/2020, wherein it has been held as follows:

"97. In the 2014 Tariff Regulations, PLCC equipment were not included in the definition of communication system under Regulation 3(11) of the 2014 Tariff



Regulations and it rather formed part of sub-station. This is evident from Annexure Form 5 of Part-III of the 2014 Tariff Regulations, where PLCC equipment is included under the sub-station. Further, while fixing the norms for O&M Expenses for the 2014-19 tariff period, PLCC equipment were considered as part of the substation in the 2014 Tariff Regulations.

98. A combined reading of Regulation 3(12) of the 2019 Tariff Regulations and Regulation 2(i)(h) of the 2017 Communication Regulations shows that PLCC equipment is a communication system. However, it continues to be considered as part of the sub-station (as in the case of 2014-19 tariff period), even though a specific provision has been made in the 2019 Tariff Regulations allowing O&M Expenses @2% for the communication system. The same is clear from the various Forms that are required to be submitted by a transmission licensee in terms of the 2019 Tariff Regulations. Form 5 under Part-III of the 2019 Tariff Regulations (similar table is there in the 2014 Tariff Regulations) requires the transmission licensee to provide "Element wise Break-up of Project/Asset/Element Cost for Transmission System or Communication System". Details are required to be furnished as regards a) transmission line (preliminary works, transmission lines material, taxes and duties); b) sub-stations (preliminary works & land, civil works, sub-station equipment, spares, taxes and duties); and c) communication system (preliminary works, communication system equipment, taxes and duties). We observe that PLCC forms a part (at Sl. No. 6.5) of sub-station equipment under the head 'sub-station equipment' and that there is no mention of PLCC under communication system.

99. Similarly, from table 3 of Form-2 under Part-III of the 2019 Tariff Regulations, it is observed that the types of communication system indicated are ULDC/SCADA/WAMS, fibre optic communication system, RTU/PABX/PMU and there is no mention of PLCC in this table. Other columns of this table require length of OPGW, number of RTUs and number of PMUs to be indicated by the transmission licensee. Again, we do not find any mention of PLCC equipment under communication system.

100. The Petitioner had itself considered PLCC equipment as part of the substation during the 2014-19 tariff period. In fact, for all sub-stations existing before 1.4.2019 and tariff for which have already been decided in previous tariff periods, the PLCC equipment were considered as part of sub-station and the Petitioner has also claimed it under sub-station and not claimed it under communication system. In this regard, we would like to refer to the claim made by the Petitioner for grant of tariff for the 2014-19 tariff period in Petition No. 404/TT/2014, where the Petitioner has claimed PLCC as part of sub-station in Form 5 and no claim was made in Form 2 for PLCC under heading "Communication system". Further, in the said petition, the Petitioner in Form 13 claimed the cost of PLCC under sub-station (₹9411.25 lakh = sub-station ₹9297.04 lakh + PLCC ₹114.21 lakh) for computation of initial spares in the Management certificate. Further, the cost of PLCC equipment is also included in the cost of the sub-station for the purpose of allowing initial spares.

101. It is observed that a fixed amount is allowed as O&M Expenses for a substation (in the form of "Rs. In lakh/ bay") in the 2014 Tariff Regulations for the 2014-19 tariff period on the basis of the type and voltage level of sub-station whereas for the 2019-24 tariff period, the 2019 Tariff Regulations provides for O&M Expenses for communication system @2% of the project cost. Thus, it appears that the Petitioner in the instant petition is attempting to take advantage of Regulation 35(4) of the 2019 Tariff Regulations which provides for O&M Expenses for



communication system @2% by segregating the project cost towards PLCC equipment during the 2019-24 tariff period.

102. As PLCC was considered as part of the sub-station, the cost of PLCC was also included in the capital cost of sub-station. Accordingly, as per Tariff Regulations, spares were approved as a percentage (%) of capital cost, considering this capital cost. Therefore, if now PLCC is not considered as part of the sub-station, then it would require revision of the approved capital cost.

103. Thus, although PLCC equipment is a communication system, it has been considered as a part of sub-station, as it is used both for protection and communication. Therefore, we are of the considered view that rightly, it was not considered for separate O&M Expenses while framing norms of O&M for 2019-24 tariff period. While specifying norms for bays and transformers, O&M Expenses for PLCC have been included within norms for O&M Expenses for sub-station. Norms of O&M Expenses @2% of the capital cost in terms of Regulation 35(4) of the 2019 Tariff Regulations have been specified for communication system such as PMU, RMU, OPGW etc. and not for PLCC equipment.

104. In the present petition, it is observed that the Petitioner in Form-5 for Asset1 for the 2014-19 tariff period has included the PLCC under the head Sub-station Equipment and has claimed actual expenditure incurred towards PLCC for an amount of ₹55.49 lakh. The Petitioner did not claim any capital expenditure towards Communication system in the 2014-19 tariff period. However, on perusal of the Auditor certificate dated 27.11.2019, it is observed that an amount of ₹62.61 lakh for Asset-1 and ₹57.83 lakh for Asset-2 have been shown against PLCC/communication system, which adds up to ₹120.44 lakh. Thus, there is a discrepancy in the amount claimed by the Petitioner towards PLCC and the amount mentioned in the Auditor certificate.

105. In our view, granting of O&M Expenses for PLCC equipment @2% of its capital cost under Regulation 35(4) of the 2014 Tariff Regulations under the communication system head would tantamount to granting O&M Expenses twice for PLCC equipment as PLCC equipment has already been considered as part of the sub-station. Therefore, the Petitioner's prayer for grant of O&M Expenses for the PLCC equipment @2% of its capital cost under Regulation 35(4) of the 2014 Tariff Regulations is rejected.

106. The principle adopted in this petition that PLCC is part of sub-station and accordingly no separate O&M Expenses is admissible for PLCC equipment in the 2019-24 tariff period under Regulation 35(4) of the 2019 Tariff Regulations shall be applicable in case of all petitions where similar claim is made by the Petitioner. As already mentioned, the Commission, however, on the basis of the claim made by the Petitioner has inadvertently allowed O&M Expenses for PLCC equipment @2% of its original project cost, which is applicable for other "communication system", for 2019-24 period in 31 petitions given in Annexure-3 of this order. Therefore, the decision in this order shall also be applicable to all the petitions given in Annexure3. Therefore, PGCIL is directed to bring this decision to the notice of all the stakeholders in the 31 petitions given in Annexure-3 and also make revised claim of O&M Expenses for PLCC as part of the sub-station at the time of truing up of the tariff allowed for 2019-24 period in respective petitions."

117. Therefore, the Petitioner's claim for separate O&M Expenses for PLCC



@2% is not allowed.

118. The Petitioner has submitted that the security expenses and capital spares claimed in Form-2 are on estimation basis and that the actual security expenses and capital spares will be provided at the time of truing up. We have considered the submissions of the Petitioner. The Petitioner has not provided any details for the proposed security expenses and capital spares in case of Asset-I and Asset-II. Therefore, security expenses and capital spares are not being allowed at this stage. However, the Petitioner is given liberty to either approach the Commission through a separate petition for security expenses with all relevant details and basis of estimation or submit the actual security expenses at the time of true-up for appropriate consideration of the Commission. As regards the capital spares, the same shall be considered at the time of true-up.

119. The Petitioner has claimed O&M Expenses for FSC separately but has not submitted capital cost as on COD and also the tariff for FSC is not allowed separately. Therefore, we are not inclined to allow any O&M Expenses towards FSC.

120. The details of the O&M Expenses worked out for the transmission assets as per provisions of Regulations 35(3)(a) and 35(4) of the 2019 Tariff Regulations are as follows:

(₹ in lakh)					
Asset-I					
Element	2019-20	2020-21	2021-22	2022-23	2023-24
(A)					
Transmission Line					
Mundra-Mohindergarh Line (990 Kms) & Mohindergarh-Dhanonda Line (5 km)	1552.37	1606.48	1662.85	1721.48	1781.37



Sub-station					
400 kV bays at Mohindergarh/ Mundra/ Bhiwani Sub-station – 15 Numbers	482.25	499.20	516.75	534.90	553.65
HVDC Sub-station in Mundra & Mohindergarh	1974.40	2044.00	2116.00	2190.40	2267.20
Transformer for 400 kV bay (Capacity - 630 MVA)	225.54	233.73	241.92	250.74	258.93
Total (A)	4234.57	4383.42	4537.53	4697.52	4861.15

(₹ in lakh)

Asset-II					
Element	2019-20	2020-21	2021-22	2022-23	2023-24
(A)					
Transmission Line					
400 kV D/C Mundra-Sami & Dehgam-Sami (Twin Moose) Lines- (434 km)	382.35	395.80	409.69	424.01	438.77
Sub-station					
400 kV bays at Mundra Switch-yard/ Sami Sub-station/ Dehgam (PG) Sub-station -13 Numbers	417.95	432.64	447.85	463.58	479.83
220 kV ICT bays at Mundra Switchyard – 2 Numbers	45.02	46.60	48.24	49.92	51.68
Total (A)	845.32	875.04	905.79	937.51	970.28

121. Accordingly, O&M Expenses claimed by the Petitioner in the instant petition and O&M Expenses allowed in the instant order are shown in the table below:

(₹ in lakh)						
Asset	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Asset-I	Claimed in the instant petition	6067.37	5458.99	5356.20	5564.83	5780.34
	Allowed in this order	4234.57	4383.42	4537.53	4697.52	4861.15

(₹ in lakh)						
Asset	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Asset-II	Claimed in the instant petition	986.97	1017.97	1054.73	1092.76	1132.11
	Allowed in this order	845.32	875.05	905.79	937.51	970.28

Interest on Working Capital (IWC)



122. Regulations 34(1)(c), (3) and (4) and 3(7) of the 2019 Tariff Regulations provide as follows:

"34. Interest on Working Capital: (1) The working capital shall cover:

(c) For Hydro Generating Station (including Pumped Storage Hydro Generating Station) and Transmission System:

(i) Receivables equivalent to 45 days of annual fixed cost;

(ii) Maintenance spares @ 15% of operation and maintenance expenses including security expenses; and

(iii) Operation and maintenance expenses, including security expenses for one month."

(3) Rate of interest on working capital shall be on normative basis and shall be considered as the bank rate as on 1.4.2019 or as on 1st April of the year during the tariff period 2019-24 in which the generating station or a unit thereof or the transmission system including communication system or element thereof, as the case may be, is declared under commercial operation, whichever is later:

Provided that in case of triuing-up, the rate of interest on working capital shall be considered at bank rate as on 1st April of each of the financial year during the tariff period 2019-24.

(4) Interest on working capital shall be payable on normative basis notwithstanding that the generating company or the transmission licensee has not taken loan for working capital from any outside agency."

"3. Definition - *In these regulations, unless the context otherwise requires:-*

(7) 'Bank Rate' means the one year marginal cost of lending rate (MCLR) of the State Bank of India issued from time to time plus 350 basis points;"

123. The Petitioner has submitted that it has computed IWC for the 2019-24 period considering the SBI Base Rate plus 350 basis points as on 1.4.2019. The Petitioner has considered the rate of IWC as 12.05%. The IWC is worked out in accordance with Regulation 34 of the 2019 Tariff Regulations. The rate of IWC considered is 12.05% (SBI 1 year MCLR applicable as on 1.4.2019 of 8.55% plus 350 basis points) for 2019-20 and 11.25% (SBI 1 year MCLR applicable as on 1.4.2020 of 7.75% plus 350 basis points) for 2020-21 and 10.50% (SBI 1 year MCLR applicable as on 1.4.2023 of 7.00% plus 350 basis points) for 2021-22



onwards. The components of the working capital and interest allowed thereon are as follows:

(₹ in lakh)

Asset-I					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Working Capital for Maintenance Spares (15% of O&M expenses)	635.19	657.51	680.63	704.63	729.17
Working Capital for O&M Expenses (O&M expenses for 1 month)	352.88	365.29	378.13	391.46	405.10
Working Capital for Receivables (Equivalent to 45 days of annual fixed cost/ annual transmission charges)	7771.33	7503.27	7213.80	6933.08	6634.41
Total Working Capital	8759.40	8526.06	8272.56	8029.17	7768.68
Rate of Interest (%)	12.05	11.25	10.50	10.50	10.50
Interest of working capital	1055.51	959.18	868.62	843.06	815.71

(₹ in lakh)

Asset-II					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Working Capital for Maintenance Spares (15% of O&M expenses)	126.80	131.26	135.87	140.63	145.54
Working Capital for O&M Expenses (O&M expenses for 1 month)	70.44	72.92	75.48	78.13	80.86
Working Capital for Receivables (Equivalent to 45 days of annual fixed cost/ annual transmission charges)	1012.63	975.37	705.43	696.80	686.41
Total Working Capital	1209.87	1179.55	916.78	915.56	912.81
Rate of Interest (%)	12.05	11.25	10.50	10.50	10.50
Interest of working capital	145.79	132.70	96.26	96.13	95.84

Annual Fixed Charges for the 2019-24 Tariff Period

124. The transmission charges allowed for the transmission asset for the 2019-24 tariff period are follows:

(₹ in lakh)

Asset-I					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Depreciation	19730.17	19733.34	19733.34	19733.34	19733.34
Interest on Loan	16352.68	13946.59	11535.18	9123.76	6712.35
Return on Equity	21833.91	21837.29	21837.29	21837.29	21837.29



Interest on Working Capital	1055.51	959.18	868.62	843.06	815.71
Operation and Maintenance	4234.57	4383.42	4537.53	4697.52	4861.15
Total	63206.84	60859.83	58511.96	56234.98	53959.84

(₹ in lakh)

Asset-II					
Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Depreciation	2793.33	2793.33	830.89	830.89	830.89
Interest on Loan	1403.90	1062.55	841.11	739.58	638.04
Return on Equity	3047.74	3047.74	3047.74	3047.74	3047.74
Interest on Working Capital	145.79	32.70	96.26	96.13	95.84
Operation and Maintenance	845.32	875.05	905.79	937.51	970.28
Total	8236.07	7911.37	5721.79	5651.85	5582.80

Filing Fee and Publication Expenses

125. The Petitioner has prayed for reimbursement of filing fee and publication expenses by the beneficiaries.

126. We have considered the submissions of the Petitioner. The Petitioner shall be entitled for reimbursement of the filing fees and publication expenses in connection with the present petition, directly from the beneficiaries on pro-rata basis in accordance with Regulation 70(1) of the 2019 Tariff Regulations.

Licence Fee and RLDC Fees and Charges

127. The Petitioner has prayed to bill and recover the licence fee and RLDC fees and charges, separately from the Respondents in terms of the Tariff Regulations.

128. We have considered the submissions of the Petitioner. The Petitioner shall be entitled for reimbursement of licence fee in accordance with Regulation 70(4) of the 2019 Tariff Regulations for the 2019-24 tariff period. The Petitioner shall also be entitled for recovery of RLDC fee and charges in accordance with Regulations 70(3) of the 2019 Tariff Regulations.



Goods and Services Tax

129. The Petitioner has submitted that if GST is levied at any rate and at any point of time in future on charges of transmission of electricity, the same shall be borne and additionally paid by the Respondents to the Petitioner and the same shall be charged and billed separately by the Petitioner. Further additional taxes, if any, are to be paid by the Petitioner on account of demand from Government/ Statutory authorities, the same may be allowed to be recovered from the beneficiaries.

130. We have considered the submission of the Petitioner. Since GST is not levied on transmission service at present, we are of the view that the Petitioner's prayer is premature.

Sharing of Transmission Charges

131. The Commission *vide* order dated 3.11.2017 In Petition No. 146/TT/2016 has held as under w.r.t. incentive and sharing of transmission charges of the transmission assets:

"Sharing of Transmission Charges

95. The transmission charges determined through this order shall be recovered through POC mechanism in accordance with the Sharing Regulations with effect from 1.10.2013. However, for calculating the incentive and target availability during 2009-14 tariff period, the relevant provision of the 2009 Tariff Regulations in respect of HVAC and HVDC shall be kept in view. Since the tariff of Asset-I has been worked out on consolidated basis the calculation of incentive in respect of HVAC and HVDC shall be in proportion to the capital cost of HVAC and HVDC as allowed in this order."

132. The Petitioner in the instant true up petition has again not submitted separate capital cost of HVAC and HVDC portion of Asset-I. Therefore, the proportion considered by CTU may be adopted for the calculation of incentive in respect of HVAC and HVDC in proportion to the capital cost of HVAC and HVDC



availability.

133. With effect from 1.7.2011, sharing of transmission charges for inter-State transmission systems was governed by the provisions of the 2010 Sharing Regulations. However, with effect from 1.11.2020, the 2010 Sharing Regulations has been repealed and sharing of transmission charges is governed by the provisions of the 2020 Sharing Regulations. Accordingly, the liabilities of DICs for arrears of transmission charges determined through this order shall be computed DIC-wise in accordance with the provisions of respective Tariff Regulations and shall be recovered from the concerned DICs through Bill 2 under Regulation 15(2)(b) of the 2020 Sharing Regulations. Billing, collection and disbursement of transmission charges for subsequent period shall be recovered in terms of provisions of the 2020 Sharing Regulations as provided in Regulation 57 of the 2019 Tariff Regulations.

134. To summarise:

(a) The trued-up Annual Fixed Charges allowed for the transmission assets for the 2014-19 tariff period are as follows:

(₹ in lakh)					
Asset	2014-15	2015-16	2016-17	2017-18	2018-19
Asset-I	75728.37	74122.59	71974.50	69740.94	67584.53
Asset-II	10673.38	10243.21	9936.46	9631.21	9336.16

(b) The Annual Fixed Charges allowed for the transmission assets for the 2019-24 tariff period in this order are as follows:

(₹ in lakh)					
Asset	2019-20	2020-21	2021-22	2022-23	2023-24
Asset-I	63206.84	60859.83	58511.96	56234.98	53959.84
Asset-II	8236.07	7911.37	5721.79	5651.85	5582.80

135. The Annexure-I and Annexure-II given hereinafter shall form part of the order.



136. As there is no necessity to revise the tariff granted vide order dated 18.3.2016 in Petition No.184/TT/2013 and tariff trued up vide order dated 3.11.2017 in Petition No.146/TT/2016 for the period 2013-14, the Petition No. 184/TT/2013 and Petition No.146/TT/2016 remain disposed of as per their respective order.

137. This order disposes of Petition No. 216/TT/2020 in terms of the above discussion and findings.

sd/-
(P.K. Singh)
Member

sd/-
(Arun Goyal)
Member

sd/-
(I.S. Jha)
Member

sd/-
(P.K. Pujari)
Chairperson



Asset-I

Annexure-I

2014-19 Capital Expenditure	Admitted Capital Cost as on 1.4.2014 (₹ in lakh)	ACE (₹ in lakh)		Admitted Capital Cost as on 31.3.2019 (₹ in lakh)	Rate of Depreciation (%)	Annual Depreciation as per Regulations (₹ in lakh)							
		2014-15	2015-16			2014-15	2015-16	2016-17	2017-18	2018-19			
Freehold Land	6070.00	-	-	6070.00	-	-	-	-	-	-	-	-	-
Leasehold Land	1030.15	-	-	1030.15	3.34%	34.41	34.41	34.41	34.41	34.41	34.41	34.41	34.41
Building & Other Civil Works	20141.40	934.00	385.00	21460.40	3.34%	688.32	710.35	716.78	716.78	716.78	716.78	716.78	716.78
Transmission Line	142761.37	6669.00	140.00	149570.37	5.28%	7713.86	7893.62	7897.32	7897.32	7897.32	7897.32	7897.32	7897.32
Sub-Station Equipment	197495.27	8742.00	484.00	206721.27	5.28%	10658.54	10902.11	10914.88	10914.88	10914.88	10914.88	10914.88	10914.88
PLCC	2584.87	-	-	2584.87	6.33%	163.62	163.62	163.62	163.62	163.62	163.62	163.62	163.62
IT and Software	-	-	-	-	15.00%	-	-	-	-	-	-	-	-
TOTAL	370083.06	16345.00	1009.00	387437.06		19258.75	19704.10	19727.01	19727.01	19727.01	19727.01	19727.01	19727.01
				Average Gross Block (₹ in lakh)		378255.56	386932.56	387437.06	387437.06	387437.06	387437.06	387437.06	387437.06
				Weighted Average Rate of Depreciation (WAROD)		5.09%	5.09%	5.09%	5.09%	5.09%	5.09%	5.09%	5.09%

R



Annexure-I

Asset-II

2014-19 Capital Expenditure	Admitted Capital Cost as on 1.4.2014 (₹ in lakh)	ACE (₹ in lakh)		Admitted Capital Cost as on 31.3.2019 (₹ in lakh)	Rate of Depreciation (%)	Annual Depreciation as per Regulations (₹ in lakh)							
		2014-15	2015-19			2014-15	2015-16	2016-17	2017-18	2018-19			
Freehold Land	742.00			742.00	-	-	-	-	-	-	-	-	-
Leasehold Land	328.09			328.09	3.34%	10.96	10.96	10.96	10.96	10.96	10.96	10.96	10.96
Building & Other Civil Works	922.44			922.44	3.34%	30.81	30.81	30.81	30.81	30.81	30.81	30.81	30.81
Transmission Line	40122.46			40122.46	5.28%	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47
Sub-Station Equipment	11895.93			11895.93	5.28%	628.11	628.11	628.11	628.11	628.11	628.11	628.11	628.11
PLCC	78.78			78.78	6.33%	4.99	4.99	4.99	4.99	4.99	4.99	4.99	4.99
IT and Software	-			-	15.00%	-	-	-	-	-	-	-	-
TOTAL	54089.69	-	-	54089.69		2793.33	2793.33	2793.33	2793.33	2793.33	2793.33	2793.33	2793.33
				Average Gross Block (₹ in lakh)		54089.69	54089.69	54089.69	54089.69	54089.69	54089.69	54089.69	54089.69
				Weighted Average Rate of Depreciation (WAROD)		5.16%	5.16%	5.16%	5.16%	5.16%	5.16%	5.16%	5.16%

3

Asset-I

Annexure- II

2019-24 Capital Expenditure	Admitted Capital Cost as on 1.4.2019 (₹ in lakh)	ACE (₹ in lakh)		Admitted Capital Cost as on 31.3.2024 (₹ in lakh)	Rate of Depreciation (%)	Annual Depreciation as per Regulations (₹ in lakh)						
		2019-20	2020-24			2019-20	2020-21	2021-22	2022-23	2023-24		
Freehold Land	6070.00			6070.00	-	-	-	-	-	-	-	-
Leasehold Land	1030.15			1030.15	3.34%	34.41	34.41	34.41	34.41	34.41	34.41	34.41
Building & Other Civil Works	21460.40			21460.40	3.34%	716.78	716.78	716.78	716.78	716.78	716.78	716.78
Transmission Line	149570.37	120.00		149570.37	5.28%	7897.32	7897.32	7897.32	7897.32	7897.32	7897.32	7897.32
Sub-Station Equipment	206721.27			206841.27	5.28%	10918.05	10921.22	10921.22	10921.22	10921.22	10921.22	10921.22
PLCC	2584.87			2584.87	6.33%	163.62	163.62	163.62	163.62	163.62	163.62	163.62
IT and Software	-			-	15.00%	-	-	-	-	-	-	-
TOTAL	387437.06	120.00	-	3,87,557.06		19730.17	19733.34	19733.34	19733.34	19733.34	19733.34	19733.34
				Average Gross Block (₹ in lakh)		387497.06	387557.06	387557.06	387557.06	387557.06	387557.06	387557.06
				Weighted Average Rate of Depreciation (WAROD)		5.09%	5.09%	5.09%	5.09%	5.09%	5.09%	5.09%

2019-24	Admitted Capital Cost as on 1.4.2019 (₹ in lakh)	ACE (₹ in lakh)		Admitted Capital Cost as on 31.3.2024 (₹ in lakh)	Rate of Depreciation (%)	Annual Depreciation as per Regulations (₹ in lakh)									
		2019-20	2020-24			2019-20	2020-21	2021-22	2022-23	2023-24					
Capital Expenditure															
Freehold Land	742.00	-	-	742.00	-	-	-	-	-	-	-	-	-	-	-
Leasehold Land	328.09	-	-	328.09	3.34%	10.96	10.96	10.96	10.96	10.96	10.96	10.96	10.96	10.96	10.96
Building & Other Civil Works	922.44	-	-	922.44	3.34%	30.81	30.81	30.81	30.81	30.81	30.81	30.81	30.81	30.81	30.81
Transmission Line	40122.46	-	-	40122.46	5.28%	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47	2118.47
Sub-Station Equipment	11895.93	-	-	11895.93	5.28%	628.11	628.11	628.11	628.11	628.11	628.11	628.11	628.11	628.11	628.11
PLCC	78.78	-	-	78.78	6.33%	4.99	4.99	4.99	4.99	4.99	4.99	4.99	4.99	4.99	4.99
IT and Software	-	-	-	-	15.00%	-	-	-	-	-	-	-	-	-	-
TOTAL	54089.69	120.00	-	54089.69		2793.33	120.00	2793.33	2793.33	2793.33	2793.33	2793.33	2793.33	2793.33	2793.33
				Average Gross Block (₹ in lakh)		54089.69	54089.69	54089.69	54089.69	54089.69	54089.69	54089.69	54089.69	54089.69	54089.69
				Weighted Average Rate of Depreciation (WAROD)		5.16%	5.16%	5.16%	5.16%	5.16%	5.16%	5.16%	5.16%	5.16%	5.16%



**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

Petition No. 118/TL/2019

Coram:

Shri P.K.Pujari, Chairperson

Dr. M.K.Iyer, Member

Shri I.S.Jha, Member

Date of Order : 7th of October, 2019

In the matter of

Application for Amendment of Transmission Licence No. 20/Transmission/2013/CERC of Adani Transmission (India) Limited granted under Section 14 of the Electricity Act, 2003 and the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009.

And

In the matter of

Adani transmission (India) Limited
Adani House, Mithakhali Six Roads
Navarangpura
Ahmedabad-380009

....Petitioner

Vs

- 1) Power Grid Corporation of India Limited
Saudamini, Plot-2, Sector-29,
Near IFFCO Chowk
Gurgaon-122001
Haryana
- 2) National Load Despatch Centre
B-9 Qutab Industrial Area
Katwaria Sarai
New Delhi-110016
- 3) Northern Regional Load Despatch Centre
18-A, Shaheed Jeet Singh Sansanwal Marg
Katwaria Sarai
New Delhi-110016
- 4) Western Regional Power Committee
F-3, MIDC Area, Marol, Opp. SEEPZ
Central Road, Andheri (East)
Mumbai-400093

- 5) Central Electricity Authority
Sewa Bhawan, Sector-1, R.K. Puram
New Delhi-110066
- 6) Gujarat Energy Transmission Company Limited
Sardar Patel Vidyut Bhawan, Race Course
Vadodra-390007
- 7) Haryana Vidyut Prasaran Nigam Limited
1st Floor, Shakti Bhawan, Sector-6
Panchkula-134109
Haryana
- 8) Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhawan, Race Course
Vadodra-390007
- 9) Maharashtra State Electricity Distribution Co. Limited
"Prakashgarh", Bandra (East)
Mumbai-400051, Maharashtra
- 10) Madhya Pradesh Power Management Company Limited
Shakti Bhawan, Vidyut Nagar, Rampur
Jabalpur (MP)- 482008
- 11) M.P. Audyokik Kendra Vikas Nigam Limited
Free Press House, 1st Floor, 3/54-Press Complex
A.B. Road, Indore-452008
Madhya Pradesh
- 12) Chattisgarh State Power Distribution Company Limited
Vidyut Seva Bhawan Parisar, Dangania
Raipur-492013
Chattisgarh
- 13) Goa State Electricity Department
Vidyut Bhawan, Panaji
Goa-403001
- 14) Daman and Diu Electricity Department
Administration of Daman & Diu
Near Satya Narayan Temple
Nani Daman-396210
- 15) Electricity Department
Administration of Dadra Nagar Haveli
Dadra Nagar Haveli UT
Silvasa-396230

- 16) Heavy Water Projects
Department of Atomic Energy
Heavy Water Board
Vikram Sarabhai Bhawan
Anushakti Nagar
Mumbai-400094
- 17) Jindal Power Limited
Tamnar, Raigarh
Chattisgarh-496001
- 18) Torrent Power Limited
Torrent House, Opp. Ashram Road
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- 19) PTC India Limited
2nd Floor, NBCC Tower
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- 20) Haryana Power Purchase Centre
Shakti Bhawan, Sector-6
Panchkuka, (Haryana)-134109
- 21) Rajasthan Power Procurement Centre
Room No. 24, Vidyut Bhawan, Janpath
Jyoti Nagar, Jaipur-302005
Rajasthan
- 22) Jodhpur Vidyut Vitran Nigam Limited
New Power House Industrial Area
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- 23) Jaipur Vidyut Vitran Nigam Limited
Vidyut Bhawan, Janpath, Jyoti Nagar
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- 24) Ajmer Vidyut Vitran Nigam Limited
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- 25) BSES Yamuna Power Limited
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- 26) BSES Rajdhani Power Limited
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- 27) Tata Power Delhi Distribution Limited
Cennet Building, 33 kV Sub-station building
Hudson Limes, Kingsway Camp
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- 32) Punjab State Power Corporation Limited
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- 35) Electricity Department UT Chandigarh
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38) Kanpur Electricity Supply Company Limited (NR)
14/71, Civil Lines, Kanpur-208001

39) Rajasthan Rajya Vidyut Prasaran Nigam Limited
Vidyut Bhawan, Vidyut Marg
Jaipur-302005

40) Delhi Transco Limited
Shakti Sadan, Kotla Road
New Delhi-110002

.....Respondents

Parties present:

Shri Tanmaya Vyas, ATIL
Ms. Kavita Parihar, NRLDC
Shri Gajendra Singh

ORDER

The Petitioner, Adani Transmission (India) Limited (hereinafter referred to as "ATIL") has filed the present Petition for amendment of the transmission licence granted by the Commission vide order dated 29.7.2013 in Petition No. 44/TL/2012, by including 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400 kV D/C line ckt I & II at Mohindergarh end. The Commission in its order dated 29.7.2013, granted transmission licence to the Petitioner in respect of the dedicated transmission lines and associated bays for the following assets as part of ISTS:

Transmission Line:

Sr. No.	Name (end-point location)	Voltage (kV)	Length (km)	Type
1.	Mundra-Mohindergarh	+/-500 kV	990	HVDC bipole
2.	Electrode line at Mundra Station	33 kV	32	---
3.	Mohindergarh-Dhanonda	400 kV	5	D/C
4.	Mohindergarh – Bhiwani	400 kV	50	D/C
5.	Electrode line at Mohindergarh Station	33 kV	185	---
6.	Mundra – Sami	400 kV	282	D/C
7.	Sami – Dehgam	400 kV	152	D/C

Sub-Stations:

Sr. No.	Name (Location)	Voltage Level (s) (kV)	Transformer (Nos. and MVA capacity)	Reactive / capacitive compensation (device with MVAR capacity)	No. of bays
1.	HVDC Terminal Station at Mundra TPS				
1.1	AC Yard	400 kV		AC sub filters – (8x120 MVAR + 3x150 MVAR capacitors)	21 (Twenty one)
1.2	DC Yard	+/-500 kV DC	2 x 1494 MVA Converter Transformer (7 x 498 MVA, 1-ph including 1 spare unit)		11 (Eleven)
1.3	Electrode Station				-
2.	Mundra TPS Switchyard	400 kV	2X315 MVA 400/220 kV ICT	Bus Reactor : 3 x 42 MVAR	21 (Twenty one)
3.	Sami Switching Station	400 kV	-	Bus Reactor : 1 x 50 MVAR Line Reactor : 2 x 50 MVAR FSC: 38% series compensation	10 (Ten)
4.	HVDC Terminal Station at Mohindergarh, Haryana				
4.1	AC Yard	400 kV		AC sub filters (8x120 MVAR + 5x150 MVAR capacitors)	34 (Thirty Four)
4.2	DC Yard	+/-500 kV DC	2 x 1494 MVA Converter Transformer (7 x 498 MVA, 1-ph including 1 spare unit)		11 (Eleven)
4.3	Electrode Station				-
5	OPGW Repeater Station at Radhanpur (Gujarat)				
6	OPGW Repeater Station at Sikar (Rajasthan)				
7	OPGW Repeater Station at Pali (Rajasthan)				
8	Bhiwani (PG)	400 kV			4

Sr. No.	Name (Location)	Voltage Level (s) (kV)	Transformer (Nos. and MVA capacity)	Reactive / capacitive compensation (device with MVAR capacity)	No. of bays
	Substation				(Four)
9	Dehgam (PG) Substation	400 kV			4 (Four)

2. The Empowered Committee on Transmission (ECT) in its 3rd Meeting, held on 21.12.2018, recommended that as part of scheme to control fault level in Northern Region, installation of 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400 kV D/C line ckt I & II at Mohindergarh end is required under compressed time schedule through regulated tariff mechanism (RTM). Thereafter, ATIL received an Office Memorandum dated 30.1.2019 from Ministry of Power requesting needful action under compressed time schedule for providing 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400 kV D/C line ckt I & II at Mohindergarh end as approved in the 3rd meeting of ECT. Accordingly, the Petitioner has filed the present Petition for inclusion of 12 ohm Series Line Reactor in the Transmission Licence No. 20/Transmission/2013/CERC in the light of decision taken during the 3rd meeting of ECT.

Analysis and Decision

3. The Commission after considering the application of the Petitioner in the light of the provisions of the Electricity Act, 2003 (hereinafter referred to as "the Act") and the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of Transmission Licence and other related matters) Regulations, 2009 (hereinafter referred to as "the Transmission Licence Regulations") *prima facie* proposed to amend the licence of the Petitioner and directed to publish notice

under Section 18 (2) (c) of the Act to invite suggestion or objections on the proposal of the Commission. Relevant para of the order of the Commission dated 20.8.2019 is extracted as under:

"13. Considering that the installation of 12 ohm reactor has been proposed by ECT to control fault level in Northern Region (Phase-II), it is in the public interest to amend the transmission licence granted to the Petitioner for inclusion of the 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400kV D/c line ckt I & II at Mohindergarh end. We are prima facie of the view that the Petitioner satisfies the conditions for amendment of licence under Section 18 of the Act read with Transmission Licence Regulations. We, therefore, direct that a public notice under Section 18(2) (c) of the Act be published to invite suggestions or objections to amendment of transmission licence granted to the Petitioner. The objections or suggestions, if any, be filed by any person before the Commission by 6.9.2019."

4. A public notice under Section 18 (2) (c) of the Act was published on 31.8.2019 in all editions of Indian Express and Hindustan (Hindi). In response to the public notice, no objections/suggestions have been received from the general public.

5. NRLDC vide its letter dated 13.9.2019 has submitted additional information for the consideration of the operational issues being faced due to non-commensurate rating of different elements of the segment of transmission system under consideration in the present Petition. NRLDC has further submitted that there are other lines too in the Northern Region wherein such operational issues have been observed. NRLDC has submitted that these issues have been conveyed to the planning agencies. Relevant extract of the letter dated 13.9.2019 highlighting the issue is as under:

"This has reference to above referred Petition No. 118/TL/2019 filed by Adani Transmission (India) Limited for amendment in Transmission Licence for installation of 12-ohm Series Line Reactor in Mohindergarh-Dhanonda D/C line ckt-I and II at Mohindergarh end. NRLDC wishes to submit some additional information for the consideration of the Commission regarding operational issues being faced due to non-commensurate rating of different elements of the segment of transmission system under consideration in the Petition No.

118/TL/2019. The issue is detailed at Annexure-I along with the extracts from the Minutes of 3rd Meeting of Northern Region Standing Committee on Transmission (NRSCT) held on 24.6.2019.

In addition to 400 kV Mohindergarh-Dhanonda D/C line, there are other lines too in the Northern Region wherein such operational issues have been observed. These have already been conveyed to planning agencies.

In view of the above facts, it is requested that the Commission:

- a. May be pleased to direct that the switchgear/isolator capacity shall be commensurate with the line capacity for efficient operation and optimum utilization of the transmission assets and wherever it not, actions shall be initiated by the concerned utilities.
- b. May be pleased to pass a generic order mandating the construction of the bay of such capacity that is not less than the capacity of the line.

Annexure I

400 kV Mohindergarh-Dhanonda D/C line has Quad Moose conductor. As per the Transmission Planning Criterion, the thermal capacity of Quad- Moose line is 2211 MVA at 45° ambient temperature. The switchgear capacity at both the ends of the line i.e. at 400 kV Mohindergarh and Dhanonda Stations is rated at 2kA. Due to limitation of the switchgear capacity at 400 KV Mohindergarh (Adani) and Dhanonda (HVPNL) Stations, the thermal capacity of 400 kV Mohindergarh- Dhanonda D/C line gets limited to only 1384 MVA despite the actual thermal capacity being 2211 MVA at 45° ambient temperature.

The isolator /switchgear capacity limitation of 2 kA is causing transmission constraint on this line. There have been quite a few instances of tripping of both the circuits of 400 kV Mohindergarh -Dhanonda D/C line one followed by the other when the total loading on both the circuits of the said line is 1400 MW or above. Once such event recently occurred on 7th May 2019. Consequently, power order of ±500 kV Mundra-Mohindergarh HVDC Bipole transmission line had to be reduced. The low switchgear capacity is thus resulting in limiting the power order of ±500 kV Mundra-Mohindergarh HVDC Bipole transmission line.

The issue has also been raised by NRLDC and deliberated in the Meeting of Northern Region Standing Committee on Transmission (NRSCT). In this regard the relevant excerpts from the Minutes of 3rd Meeting of Northern Region Standing Committee on Transmission (NRSCT) are quoted below:

.....
 29.7 After deliberations, member agreed with proposal of switchgear upgradation works at Dadri, Greater Noida, Mohindergarh, Dhanonda and Nawada. Switchgear upgradation at G. Noida has already been taken up by UPPTCL. Nawada switchgear upgradation works have already been agreed by HVPNL. HVPNL was requested to take up the upgradation works at Dhanonda and Nawada at the earliest. HVPNL agreed for the same and stated that they would also explore PSDF funding for the scheme."

6. The matter was heard on 17.9.2019. During the hearing, the Representative of NRLDC reiterated the issue highlighted in its letter dated 13.9.2019. However, it was clarified by the Representative of NRLDC that NRLDC has no objection to the present amendment of the Petitioner's licence.

7. We have considered the submission of NRLDC. The Petitioner has filed the present Petition for amendment of licence as per direction of ECT for installation of 12 ohm reactor at Mohindergarh end. With regard to NRLDC submission regarding direction regarding commensurate capacity of switchgear vis-a- vis line, it is noted that up-gradation works has already been agreed to be taken up as per 3rd NRSCT minutes. Accordingly, the Petitioner shall ensure up-gradation works at Mohindergarh as agreed in 3rd NRSCT.

8. As regard amendment of transmission licence, Regulation 19(2) of the Transmission Licence Regulations provides that the procedure specified in Regulation 7 shall mutatis mutandis be applicable in case the licensee makes an application for any alteration of or modification to the terms and conditions of the licence. Further, clauses (15) and (16) of Regulation 7 of Transmission Licence Regulations provides as under:

"(15) The Commission may after consideration of the further suggestions and objections, if any, received in response to the public notice as aforesaid, grant licence as nearly as practicable in Form-III attached to these regulations or for reasons to be recorded in writing, reject the application if such application is not in accordance with the provisions of the Act, the rules or regulations made thereunder or any other law for the time being in force or for any other valid reasons.

(16) The Commission may, before granting licence or rejecting the application, provide an opportunity of hearing to the applicant, the Central Transmission

Utility, the long-term customers, or the person who has filed suggestions and objections, or any other person:

Provided further that the applicant shall always be given a reasonable opportunity of being heard before rejecting the application."

9. We have examined the matter. The Petitioner has fulfilled the requirements of the Act and the Transmission Licence Regulations for amendment to the Transmission Licence No. 20/Transmission/2013/CERC dated 29.7.2013. The Petitioner has published the public notice of the proposed amendment to the licence in terms of Section 18 (2) (c) of the Act and Regulation 19 (3) of the Transmission Licence Regulations. In response, no objections and suggestions have been received from the general public. In our order dated 20.8.2019, we had proposed to amend the transmission licence to the Petitioner company and had directed for issuance of public notice. In response to the public notice published by the Commission, no suggestions/objections have been received except for the additional issue highlighted by NRLDC. The Representative of NRLDC during the hearing on 27.9.2019 submitted that NLRDC has no objection to the amendment of licence proposed in the Petition. Central Transmission Utility vide its letter dated 10.5.2019 has submitted that in order to control the fault level at 400 kV Mohindergarh sub-station developed by ATIL through TBCB route, installation of 12 ohm Series Line Reactor in each circuit of Mohindergarh-Dhanonda 400 kV D/C line at Mohindergarh end was agreed in the 39th meeting of the Standing Committee on Power System Planning of Northern Region held at 29/30-5.2017. CTU has further submitted that the scheme was also discussed in the 2nd Meeting of National Committee on Transmission (NCT) held on 4.12.2018 and NCT recommended implementation of above work. Considering all the materials on record, we are of view that it is in the

public interest to approve amendment to the transmission licence granted to the Petitioner, Adani Transmission (India) Ltd. to include 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400 kV D/c line ckt I & II at Mohindergarh end. Accordingly, we direct to include the above scope of work in the transmission licence granted to the Petitioner vide Transmission Licence No. 20/Transmission/2013/CERC dated 29.7.2013. The licensee shall remain bound by the terms and conditions contained in the order dated 29.7.2013.

10. A copy of this order be sent to the Central Government in Ministry of Power and CEA in terms of sub-section (7) of Section 15 of the Act for their information and record.

11. Petition No. 118/TL/2019 is disposed of in terms of the above.

Sd/-
(I.S.Jha)
Member

sd/-
(Dr. M.K. Iyer)
Member

sd/-
(P.K. Pujari)
Chairperson

Certificate Number- POSOCO/NRLDC/SO-1/380

Date: 08-04-2022

Certificate of completion of Trial Operation of 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-I at Mohindergarh end.

Reference

1. Adani Power Ltd (Adani Transmission India Ltd.) Communication dated 16 Mar 2022 15:41 and 21 Mar 2022 16:19, regarding the submission of pre charging documents for-
 i. 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-I at Mohindergarh end.
2. Real time code issued by NRLDC on request of Adani Power Ltd (Adani Transmission India Ltd.) Real Time Code No- NR2203-5648.
3. Adani Power Ltd (Adani Transmission India Ltd.) , Communication dated 29 Mar 2022 16:14, regarding the submission of post charging documents.

Based on above references, it is hereby certified that the following Transmission element has successfully completed the trial operation:

Name of the Transmission Asset:	1. 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-I at Mohindergarh end.
Owner of the Transmission Asset:	Adani Transmission India Limited
Date and Time of Energization for commencement of successful trial run operation	1. 28-03-2022 14:10
Date/Time of completion of successful trial run operation	1. 29-03-2022 14:10

This certificate is being issued in accordance with Regulation 6.3(A)(5) of CERC(Indian Electricity Grid Code) Regulation, 2010 to certify successful completion of trial operation of transmission element. Usage of this certificate for any other purpose is prohibited.


R K Porwal

CGM (I/C), NRLDC

Place: New Delhi

Copy to:

- I. Project In-charge, ATIL, Ahmedabad.
- II. Member Secretary, NRPC, New Delhi.
- III. Executive Director, NLDC, New Delhi.

Transmission

Ref: ATIL/CoD/09042022

Date: 9th April 2022

To,
As per Distribution List

Subject: Declaration of Commercial Operation Date of 12 ohm, 108 MVAR Series Line Reactor in Mohindergarh – Dhanonda Ckt-I and Ckt-II at Mohindergarh end.

Ref:

1. NRLDC certificate vide no POSOCO/NRLDC/SO-1/379 dated 8th April 2022.
2. NRLDC certificate vide no POSOCO/NRLDC/SO-1/380 dated 8th April 2022

Dear Sir,

Northern Regional Load Despatch Centre has issued Certificate of completion of Trial Operation of 12 ohm, 108 MVAR Series Line Reactor in Mohindergarh-Dhanonda Ckt-I and Ckt – II at Mohindergarh end, detailed as under.

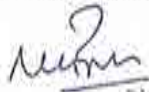
Sr No	Name of Transmission Asset	Date and Time of Energization for commencement	Date and Time of completion
1	12 ohm, 108 MVAR Series Line Reactor in Mohindergarh – Dhanonda Ckt-I at Mohindergarh end	Date: 28-03-2022 Time: 14:10	Date: 29-03-2022 Time: 14:10
2	12 ohm, 108 MVAR Series Line Reactor in Mohindergarh – Dhanonda Ckt-II at Mohindergarh end	Date: 14-03-2022 Time: 20:20	Date: 15-03-2022 Time: 20:20

Copy of certificate issued by Northern Regional Load Despatch is marked and enclosed as **Annexure – 1**.

Accordingly, Adani Transmission India Ltd hereby declares Commercial Operation Date of above mentioned asset w.e.f 00:00 Hrs of 30-03-2022 in terms of Regulation 5 (1) of CERC (Terms and Condition of Tariff) Regulation, 2019. ATIL respectfully submits that it will be entitled to payment of Transmission charges of the above assets w.e.f. 30.03.2022.

This is without prejudice to our rights available in Regulation and other applicable Laws.

For Adani Transmission (India) Ltd



(Authorised Signatory)
Name: M.R. Krishna Rao
Designation: Joint President
Email: MR.Krishnarao@adani.com

Adani Transmission (India) Limited
Adani Corporate House,
Adani Shantigram,
S.G Highway, Ahmedabad – 382 421, Gujarat, India

Tel +91 79 2555 7555
Fax +91 79 2555 7177
info@adani.com
www.adani.com

List of Addressee:

1. Power Grid Corporation of India Limited,
Saudamini, Plot-2, Sector-29,
Near IFFCO Chowk,
Gurgaon-122001, Haryana.
2. National Load Dispatch Centre,
B-9, Qutab Industrial Area, Katwaria Sarai,
New Delhi-110016.
3. Northern Regional Load Despatch Centre,
18-A, Shaheed Jeet Singh Sansanwal Marg,
Katwaria Sarai,
New Delhi-110016.
4. Western Regional Power Committee,
F-3, MIDC Area, Marol, Opposite SEEPZ,
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Administration of Daman & Diu,
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15. Electricity Department,
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New Power House Industrial Area,
Jodhpur-342003, Rajasthan.

Transmission

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Vidyut Bhawan, Janpath, Jyoti Nagar, Jyoti Marg,
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Lucknow-226001, UP.
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Allahabad, Uttar Pradesh.
32. Punjab State Power Corporation Limited,
The Mall, Ablowal,
Patiala-147001.
33. Power Development Department,
Jammu and Kashmir,
Civil Secretariat,
Jammu-180001.
34. Himachal Pradesh State Electricity Board,
Vidyut Bhawan,

Transmission

- Shimla-171004.
35. Electricity Department, UT Chandigarh,
Sector-9,
Chandigarh.
36. Northern Regional Power Committee,
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37. Western Regional Power Committee,
F-3, M.I.D.C. Area, Marol,
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Vidyut Bhawan, Vidyut Marg,
Jaipur- 302005.
40. Delhi Transco Limited,
Shakti Sadan, Kotla Road,
New Delhi-110002.
41. Central Transmission Utility of India Ltd
Saudamini, Plot-2, Sector-29,
Near IFFCO Chowk,
Gurgaon-122001, Haryana.

Certificate Number: POSOCO/NRLDC/SO-1/380

Date: 08-04-2022

Certificate of completion of Trial Operation of 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-I at Mohindergarh end.

Reference:

1. Adani Power Ltd (Adani Transmission India Ltd.) Communication dated 16 Mar 2022 15:41 and 21 Mar 2022 16:19, regarding the submission of pre charging documents for -
I. 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-I at Mohindergarh end.
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3. Adani Power Ltd (Adani Transmission India Ltd.) , Communication dated 29 Mar 2022 16:14, regarding the submission of post charging documents.

Based on above references, it is hereby certified that the following Transmission element has successfully completed the trial operation:

Name of the Transmission Asset:	1. 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-I at Mohindergarh end.
Owner of the Transmission Asset:	Adani Transmission India Limited
Date and Time of Energization for commencement of successful trial run operation	1. 28-03-2022 14:10
Date/Time of completion of successful trial run operation	1. 29-03-2022 14:10

This certificate is being issued in accordance with Regulation 6.3(A)(5) of CERC(Indian Electricity Grid Code) Regulation, 2010 to certify successful completion of trial operation of transmission element. Usage of this certificate for any other purpose is prohibited.


R K Porwal

CGM (I/C), NRLDC

Place: New Delhi.

Copy to :

- I. Project In-charge, ATIL, Ahmedabad.
- II. Member Secretary, NRPC, New Delhi.
- III. Executive Director, NLDC, New Delhi.

Certificate Number: POSOCO/NRLDC/SO-1/379

Date: 08-04-2022

Certificate of completion of Trial Operation of 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-II at Mohindergarh end.

Reference:

1. Adani Power Ltd (Adani Transmission India Ltd.) Communication dated 02 Mar 2022 11:56, 02 Mar 2022 17:53, 03 Mar 2022 14:39, 10 Mar 2022 19:04, 11 Mar 2022 10:27 and 14 Mar 2022 11:52, regarding the submission of pre charging documents for -
 - i. 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-II at Mohindergarh end.
2. Real time code issued by NRLDC on request of Adani Power Ltd (Adani Transmission India Ltd.) Real Time Code No- NR2203-3306 and 3307.
3. Adani Power Ltd (Adani Transmission India Ltd.) , Communication dated 23 Mar 2022 20:38, regarding the submission of post charging documents.

Based on above references, it is hereby certified that the following Transmission element has successfully completed the trial operation

Name of the Transmission Asset:	1. 12 ohm, 108 MVAR Series Line reactor in Mohindergarh-Dhanonda Ckt-II at Mohindergarh end.
Owner of the Transmission Asset:	Adani Transmission India Limited
Date and Time of Energization for commencement of successful trial run operation	1. 14-03-2022 20:20
Date/Time of completion of successful trial run operation	1. 15-03-2022 20:20

This certificate is being issued in accordance with Regulation 6.3(A)(5) of CERC(Indian Electricity Grid Code) Regulation,2010 to certify successful completion of trial operation of transmission element. Usage of this certificate for any other purpose is prohibited.


R K Porwal

CGM (I/C), NRLDC

Place New Delhi.

Copy to :

- I. Project In-charge, ATIL, Ahmedabad.
- II. Member Secretary, NRPC, New Delhi.
- III. Executive Director, NLDC, New Delhi.



Transmission

21st November 2019

In-principal Approval of Board of Directors of the Company for Capital Cost for 12 Ohm Series Line Reactor in Mohindergarh - Dhanonda 400 kV D/C Line Circuit I and Circuit II at Mohindergarh end

With reference to 3rd Meeting of the Empowered Committee of Transmission (ECT) held on 21.12.2018, ECT recommended that as part of scheme to control fault level in Northern Region, installation of 12 ohm Series Line Reactor in Mohindergarh-Dhanonda 400kV D/c line ckt I & II at Mohindergarh end is required under compressed time schedule through regulated tariff mechanism (RTM). In light of above decision by ECT, Ministry of Power requested the ATIL to take necessary action.

The Hon'ble Commission (CERC) vide Order dated 7.10.2019 in Petition No. 118/TL/2019 amended the transmission licence of the Petitioner and included the said reactor in the amended scope of the transmission project.

The installation of 12 ohm series reactor to control fault level involves installation of 12 ohm series reactor in Mohindergarh-Dhanonda 400 kV D/C line Circuit-I & Circuit-II. The capital cost for the same is estimated at Rs. 50 Crore.

In view of the above, In-principal approval of Board of Directors of the Company is given for incurring estimated capital cost for installation of 12 ohm series reactor in Mohindergarh-Dhanonda 400 kV D/C line Circuit-I & Circuit-II.

For Adani Transmission (India) Limited



Anil Gupta
Director
DIN: 06859132

Adani Transmission (India) Ltd
Adani Corporate House,
Shantigram, Nr. Vaishno Devi Circle
S. G. Highway, Khodiyar,
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Registered Office: Adani Corporate House, Shantigram, Nr. Vaishno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad - 382421



REF: HS/ATL/2021-22/76

The Board of Directors
Adani Transmission (India) Limited
Adani Corporate House,
Shantigram, Near Vaishno Devi Circle,
S. G. Highway, Khodiyar
Ahmedabad- 382421

INDEPENDENT AUDITOR'S REPORT ON STATEMENT OF CAPITAL COST AS ON COMMERCIAL OPERATION DATE ("COD") FOR '12 OHM SERIES LINE REACTOR IN 400 KV D/C MOHINDERGARH-DHANONDA 400 KV LINE (CIRCUIT-I & CIRCUIT-II) AT MOHINDERGARH END'

1. This certificate is issued in accordance with the terms of our engagement letter dated August 09,2022.
2. We, Deloitte Haskins & Sells LLP, Chartered Accountants (Firm's Registration Number 117366W/W-100018), the Statutory Auditors of **Adani Transmission (India) Limited** ("the Company") have been requested by the Company vide its mail dated 7th June, 2022 to confirm the information mentioned in the attached Annexure on capital cost as on Commercial operation date ("COD") for '12 ohm Series Line Reactor in 400 kV D/C Mohindergarh-Dhanonda 400 kV line (Circuit-I & Circuit-II) at Mohindergarh end' ("the Annexure") for onward submission to Central Electricity Regulatory Commission ("CERC").

Management's Responsibility

3. The preparation of the Annexure is the responsibility of the Management of the Company including the preparation and maintenance of all accounting and other relevant supporting records and documents. This responsibility includes the design, implementation, and maintenance of internal control relevant to the preparation and presentation of the Annexure and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.

Auditor's responsibility

4. Our responsibility, for the purpose of this certificate, is to obtain a limited assurance and form a conclusion as to whether the information contained in the attached Annexure to the extent that it relates to total capital expenditure has been correctly extracted from the audited books of account of the Company for the year ended March 31, 2022 and unaudited books of accounts from April 01, 2022 to April 30, 2022 and other relevant agreements, records and documents maintained by the Company. A limited assurance engagement includes performing procedures to obtain sufficient appropriate evidence that vary in nature, timing and extent than a reasonable assurance engagement. Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had we performed a reasonable assurance engagement.



RY

5. We carried out our examination in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016), issued by the Institute of Chartered Accountants of India (ICAI), in so far as applicable for the purpose of this certificate. This Guidance Note requires that we comply with the ethical requirements of the Code of Ethics issued by (ICAI).
6. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Service Engagements.

Conclusion

7. Based on our examination, the procedures performed as above, and according to the information and explanations provided to us by the management of the Company, we report that nothing has come to our attention that causes us to believe that the particulars furnished by the Company in the Annexure, signed by us, has not been appropriately extracted from the audited books of account of the Company for the year ended March 31, 2022 and unaudited books of accounts from April 01, 2022 to April 30, 2022 and other relevant agreements, records and documents maintained by the Company.

Restriction on use

8. This certificate is issued at the request of the Company for onward submission by the Company to CERC. This Certificate should not be used for any other purpose without our prior written consent. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this certificate is shown or into whose hands it may come without our prior consent in writing.

For Deloitte Haskins & Sells LLP
Chartered Accountants
(Firm Registration No.117366W/W-100018)



Ahmedabad, August 10, 2022

H. S. Sutaria

Hardik Sutaria
Partner
(Membership No. 116642)
(UDIN:22116642AORUHC7628)

AS

Annexure

Statement of capital expenditure for 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end:

Sr. No.	Particulars	As on 31st March 2022 (Rs. in crores)			As on 30th April 2022 (Rs. in crores)		
		As per audited books of accounts			As per unaudited books of accounts		
		Total Capital Expenditure	Capital Expenditure on cash basis	Undischarged Liabilities	Total Capital Expenditure	Capital Expenditure on cash basis	Undischarged Liabilities
1	Hard Cost						
a	Land						
b	Building						
c	Transmission Line						
d	Sub-station	44.76	40.51	4.25	44.76	40.51	
e	Communication System						
	Total Hard Cost (a+b+c+d+e)	44.76	40.51	4.25	44.76	40.51	
	Add: IDC	4.59	4.58	0.01	6.30	6.30	
	Total Capital Expenditure	49.35	45.09	4.26	51.06	46.81	

Note:

Commercial Operation Date of 12 ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end is 30th March 2022.

For Adani Transmission (India) Limited,

Rohit Soni
 Authorised Signatory
 Place: Ahmedabad

Date: 09th August 2022



RS

Ref: ATIL/Force-Majeure/20042020

Date: April 20, 2020

Without Prejudice

The Director - Projects,
Powergrid Corporation India Limited (CTU),
Saudamini, Plot - 2, Sector 29,
Near IFFCO Chowk,
Gurgaon - 122 001, Haryana

Sub: Intimation of Force Majeure due Coronavirus pandemic

Ref: 1. Transmission Service Agreement (TSA) as per CERC Sharing Regulations 2010
2. CERC Transmission License No. 20/ Transmission/ 2013/ CERC dated 29.07.2013
3. CERC order dated 07.10.2019 for amendment to Transmission License No. 20/ Transmission/ 2013/ CERC

Dear Sir,

Adani Transmission (India) Limited ('ATIL'), a transmission licensee, was entrusted to install 12ohm Series Line Reactor in Mohindergarh-Dhanonda 400kV D/c line ckt I & II at Mohindergarh end as part of scheme to control fault level in Northern Region by Empowered Committee on Transmission (ECT). Accordingly, the Hon'ble Commission, vide its license amendment order dated 7.10.2019, amended the existing ATIL License no. 20/ Transmission/ 2013/ CERC dated 29.07.2013.

With reference to Implementation of transmission system, ATIL has awarded work of supply and erection, testing & commissioning (ETC) of 12ohm Series Line Reactor to GE T&D India Limited.

However, as you are aware, a new virus (Corona Virus) was recently detected in Wuhan City, Hubei Province, China that is currently spreading in other cities of China and around the world. World Health Organization (WHO) has declared outbreak of the new Coronavirus (Covid-19) as a pandemic. Further, as you are aware that COVID-19 is spreading rapidly throughout India. In this Context, Ministry of Finance, Department of Expenditure has clarified that the spread of corona virus in China or any other country will be covered in Force Majeure. Copy of Office Memorandum dated 19th Feb 2020 is enclosed as **Annexure 1** herewith which reads as under.

"..... if the disruption of the supply chains due to spread of corona virus in China or any other country will be covered in the Force Majeure Clause

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(FMC). In this regard it is clarified that it should be considered as a case of natural calamity and FMC may be invoked. (Emphasis provided)."

National Disaster Management Authority (NDMA) has suggested that effective measures of social distancing should be taken to prevent the spread of COVID-19. Accordingly, in exercise of the power under section 6(2)(i) of the Disaster Management Act, 2005, the NDMA, vide its order dated 24.03.2020, has directed Ministries/ Departments of Government of India, State Government and State Authorities to take measures for ensuring social distancing and directed to issue Guidelines in this regards under Section 10(2)(l) of Disaster Management Act, 2005 by National Executive Committee. Further, NDMA has also specified that these measures shall be in force for a period of Twenty-one days from 25th March, 2020. The NDMA order no. 1-29/2020-PP (Pt. II) dated 24.03.2020 is marked an attached as **Annexure-2**.

In compliance to the direction of NDMA, and in exercise of the powers, conferred under Section 10(2)(l) of the Disaster Management Act, Home Secretary being chairperson of National Executive Committee issued the guidelines to Ministries/ Departments of Government of India, State/Union Territory Authorities. The Said Order No. 40-3/2020-DM-I(A) dated 24.03.2020 along with Guidelines are attached as **Annexure-3**. The Guidelines specifies as under:

"Guidelines on the measures to be taken by Ministries/ Departments of Government of India, State/ Union Territory Governments and State/ Union Territory Authorities for containment of COVID-19 Epidemic in the Country.

..

4. Commercial and private establishments shall be closed down.

..

13. Wherever exceptions to above containment measures have been allowed, the organizations /employers must ensure necessary precautions against COVID-19 virus, as well as social distance measures, as advised by the Health Department from time to time.

...

17. Any person violating these containment measures will be liable to be proceeded against as per the provisions of Section 51 to 60 of the Disaster Management Act, 2005, besides legal action under Sec. 188 of the IPC (as per Appendix).

18. The above containment measures will remain in force, in all parts of the country, for a period of 21 days with effect from 25.03.2020."

Further, Hon'ble Prime Minister, in his address to the Nation on 14.4.2020, has announced that the lockdown in India, which has been imposed to contain the spread of COVID-19 pandemic, will have to be extended till May 3, 2020. In pursuance to this announcement, and on direction of National Disaster Management Authority (NDMA) vide order no. 1-137/2018-Mit-II(FTS-10548), issued on 14.4.2020, Union Home Secretary, in his capacity as Chairperson, National Executive Committee, has issued an order no. 40-3/2020-DM-I(A) dated 14.4.2020 that the lockdown measures stipulated in the consolidated guidelines of MHA, for containment of COVID-19 pandemic in the country, will continue to remain in force till May 3, 2020. Order issued by NDMA under Disaster Management Act, 2005 and Union Home Secretary's order are attached as **Annexure-4 & Annexure-5** respectively.

In the above adverse situation, our ability to perform has been heavily impacted by the current situation as the country comes to a standstill due to strict enforcement of the precautionary and prohibitory orders issued by the Government. We are facing following issue due to above orders by Government:

- Disruption of supply and installation schedule
- Transportation and accessibility issues
- Unworkable Condition due to imposition of Lockdown
- Anticipated delay in receiving goods for construction due to lockdown in entire country.

The above situation will delay in achieving overall time line for completion of construction of the project and accordingly, commissioning of the project may get delayed substantially.

Further, we are also in receipt of representation from our EPC contractors regarding their inability to meet the project timeline/ schedule. We are regularly monitoring the situation and shall keep you apprised of any developments from time to time. Due to this unprecedented epidemic, natural calamity and the Government acts, we have no choice other than to declare Force Majeure. Copy of letter from our EPC contractor is attached as **Annexure-6**.

ATIL would like to submit that Natural Calamity affecting the project work is beyond our control. In view of this, we draw your kind attention to Regulation 3(25) of CERC (T&C of tariff) Regulation, 2019.

"(25) 'Force Majeure' for the purpose of these regulations means the events or circumstances or combination of events or circumstances including those stated below which partly or fully prevents the generating

company or transmission licensee to complete the project within the time specified in the Investment Approval, and only if such events or circumstances are not within the control of the generating company or transmission licensee and could not have been avoided, had the generating company or transmission licensee taken reasonable care or complied with prudent utility practices:

a) Act of God including lightning, drought, fire and explosion, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, geological surprises, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred years; or..."

In this context, Article 14.2 of the TSA is also reproduced as under. The Copy of TSA is also attached as **Annexure-7**.

"14.2 A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those slated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with prudent Utility Practice:

14.2.1 Natural Force Majeure Events

(a) Act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years,"

In terms of Article No. 14.4 of the TSA reproduced hereunder, it is duty of Affected Party to give notice to other party of any event of Force Majeure.

ATIL issues this notice of Force Majeure in compliance to its obligation under Article 14 of the TSA. ATIL has taken all required steps necessary for execution of the project with our Suppliers and contractor. ATIL has requested its supplier to ensure deliveries of component at the earliest, once the situation is under control.

ATIL would like to submit that such Natural Calamity affecting delay in supply of materials is completely beyond its control, which could not have been avoided.

We shall keep informing your good office with an update on the subject matter.

Thanking you,

For, Adani Transmission (India) Limited



Authorized Signatory

Bhavesh Kundalia

Email: Bhavesh.Kundalia@adani.com

Enclosure: As above.

CC:

1. Member (Power Systems). Sewa Shawano Rama Krishna Puram. Sector-I. New Delhi-110066
2. Chief Executive Officer. National Load Despatch Centre.S-9. Qutab Industrial Area, Katwaria Sarai.New Delhi-110 016
3. General Manager. Northern Regional Load Despatch Centre. 18-A. ShaheedJ eet Singh Sansanwal Marg. Katwaria Sarai. New Delhi-110 016
4. Executive Director. Western Regional Load Dispatch Centre. F-3. MIDC Area, Marol. Opp. SEEPZ. Central Road. Andheri (East). Mumbai-400093
5. Northern Regional Power Committee. 18-A. Qutab Institutional Area. Shaheed Jeet Singh Marg. Katwaria Sarai. New Delhi-110 016
6. Member Secretary. Western Regional Power Committee. F-3. M.I.D.C. Area. Marol. Andheri East. Mumbai-400 093
7. General. Manager. GUJARAT Urja Vikas Nigam Limited. Sardar Patel Vidyut Shavano Race Course. Saroda- 390 007
8. Chief Electrical Engineer (Electrical). Goa Electricity Department. Government of Goa. 3rd Floor. Vidyut Shawano Panaji - 403 001
9. Chief Engineer. DNH Power Distribution Corporation Ltd. Vidhyut Shavano Opp. Secreteriate. Silvassa
10. Executive Engineer. Electricity Department. Vidyut Shavano NEAR 66/11 KV Kachigam Substation. Somnath - Kachigam Road. Kachigam. Daman- 396210.
11. Managing Director. Gujarat Energy Transmission Company Limited. Sardar Patel Vidyut Shavano Race Course. Vadodra-390 007
12. CE/SO e. Commercial. Haryana Vidyut Prasaran Nigam Limited. 1st Floor. Shakti Bhawan. Sector-6. Panch Kula-134109. Haryana
13. General Manager (PP). Maharashtra State Electricity Distribution Co. Limited. "Prakashgarh". Bandra (East). Mumbai-400051. Maharashtra

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Transmission

14. General Manager (Finance), Madhya Pradesh Power Management Company Limited, Shakti Bhawan, Vidyut Nagar, Rampur, Jabalpur (MP)-482 008
15. Project Manager, M.P. Audyokik Kendra Vikas Nigam Limited, Free Press House, 1st Floor, 3/54-Press Complex, A.B. road, Indore-452 008, Madhya Pradesh
16. Chief Engineer (Comml.), Chattisgarh State Power Distribution Company Limited, Vidyut Seva Bhawan Parisar, Dangania, Raipur-492 013, Chattisgarh
17. Executive Engineer, Daman and Diu Electricity Department, Administration of Daman e. Diu, Near Satya Narayan Temple, Nani Daman-396 210
18. Superintending Engineer, Electricity Department, Administration of Dadra Nagar Haveli, Dadra Nagar Haveli UT, Silvassa-396 230
19. Manager (Electrical), Heavy water Projects, Department of Atomic Energy, Heavy Water Board, Vikram Sarabhai Bhawan, Anushakti Nagar, Mumbai-400 094
20. Chief Power Controller, Jindal Power Limited, Tamnar, Raigarh, Chattisgarh-496001
21. ED, Torrent Power Limited, Torrent House, Opp. Ashram Road, Ahmedabad- 380009
22. Vice President (Operation), PTC India Ltd, 2nd Floor, NBCC Tower, 15, Bhikaji Complex, New Delhi-110066
23. Managing Director, Jodhpur Vidyut Vitran Nigam Limited, New Power House Industrial Area, Jodhpur-342 003, Rajasthan
24. Managing Director, Jaipur Vidyut Vitran Nigam Limited, Vidyut Bhawan, Janpath, Jyoti Nagar, Jyoti Marg, Jaipur-302 005, Rajasthan
25. Managing Director, Ajmer Vidyut Vitran Nigam Limited, Old Power House, Hathi Bhatta, Jaipur Road, Ajmer-305 001, Rajasthan
26. AVP, BSES Yamuna Power Limited, Shakti Kiran Building, Karkardooma, Delhi-110 092
27. AVP-PMG, BSES Rajdhani Power Limited, BSES Bhawan, Nehru Place, New Delhi-110 019
28. Tata Power Delhi Distribution Limited, Cennet Building, 33 kV Substation Building, Hudson Lines, Kingsway Camp, Delhi-110 009
29. Director (Commercial), New Delhi Municipal Council, Palika Kendra Building, Opposite Jantar Mantra, Parliament Street, New Delhi-110 001
30. ED (Commercial) Uttarakhand Power Corporation Limited, Urja Bhawan, Kanwali Road, Dehradun-248 001
31. Superintending Engineer, Uttar Pradesh Power Corporation Limited, Shakti Bhawan, 14, Ashok Marg, Lucknow-226 001, UP
32. Sr. DEE, North Central Railway, Allahabad, Uttar Pradesh
33. Superintending Engineer (Interstate billing), Punjab State Power Corporation Limited, The Mall, Ablawal, Patiala-147 001
34. Chief Engineer, Power Development Department, Jammu and Kashmir, Civil Secretariat, Jammu-180 001
35. CAO, Himachal Pradesh State Electricity Board, Vidyut Bhawan, Shimla-171 004
36. Electricity Department UT Chandigarh, Sector-g, Chandigarh
37. Kanpur Electricity Supply Company Limited (NR), 14/71, Civil Lines, Kanpur-208 001
38. Rajasthan Raja Vidyut Prasaran Nigam Limited, Vidyut Bhawan, Vidyut Marg, Jaipur- 302 005

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No.F.18/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

Room No.512, Lok Nayak Bhavan,
New Delhi dated the 19th February, 2020.

OFFICE MEMORANDUM

Subject: Force Majeure Clause (FMC)

Attention is invited to para 9.7.7 of the "Manual for Procurement of Goods, 2017" issued by this Department, which is reproduced as under:

*A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like **anatural calamity**) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/ seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.*

2. A doubt has arisen if the disruption of the supply chains due to spread of corona virus in China or any other country will be covered in the Force Majeure Clause (FMC). In this regard it is clarified that it should be considered as a case of natural calamity and FMC may be invoked, wherever considered appropriate, following the due procedure as above.


(Kotiuru Narayana Reddy)

Deputy Secretary to the Govt. of India

Tel.No.24621305

Email: kn.reddy@gov.in

To,

Secretaries of all Central Government Ministries/ Departments



Government of India
NATIONAL DISASTER MANAGEMENT AUTHORITY
 Policy & Plan Division
 NDMA Bhawan, A-1, Safdarjung Enclave
 New Delhi - 110 029



No. 1-29/2020-PP (Pt. II)

Dated 24th March, 2020

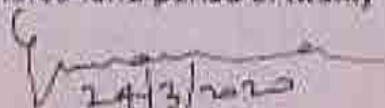
ORDER

Whereas, the National Disaster Management Authority is satisfied that the country is threatened by the spread of COVID-19, which has been declared as a pandemic by the World Health Organisation, and that it is necessary to take effective measures to prevent its spread across the country and for mitigation of the threatening disaster situation;

And whereas, experts, keeping in view the global experiences of countries which have been successful in containing the spread of COVID-19 unlike some others where thousands of people died, have recommended that effective measures for social distancing should be taken to contain the spread of this pandemic;

And whereas, there is a need for consistency in the application and implementation of various measures across the country while ensuring maintenance of essential services and supplies, including health infrastructure;

Now, therefore in exercise of the powers under section 6(2)(i) of the Disaster Management Act, 2005, the National Disaster Management Authority has decided to direct Ministries/ Departments of Government of India, State Governments and State Authorities to take measures for ensuring social distancing so as to prevent the spread of COVID-19 in the country. Necessary guidelines in this regard shall be issued immediately under section 10(2)(i) of the Disaster Management Act, 2005 by the National Executive Committee. These measures shall be in force for a period of twenty one days w. e. f. 25th March, 2020.


 24/3/2020
 Member Secretary, NDMA

To

Union Home Secretary,
 North Block, New Delhi-110001

41

No. 40-3/2020-DM-I(A)
Government of India
Ministry of Home Affairs

North Block, New Delhi-110001
Dated 24th March, 2020

ORDER

Whereas, the National Disaster Management Authority (NDMA), is satisfied that the country is threatened with the spread of COVID-19 epidemic, which has already been declared as a pandemic by the World Health Organisation, and has considered it necessary to take effective measures to prevent its spread across the country and that there is a need for consistency in the application and implementation of various measures across the country while ensuring maintenance of essential services and supplies, including health infrastructure;

Whereas in exercise of the powers under section 6(2)(i) of the Disaster Management Act, 2005, the National Disaster Management Authority (NDMA), has issued an Order no. 1-29/2020-PP (Pt.II) dated 24.03.2020 (Copy enclosed) directing the Ministries/ Departments of Government of India, State/Union Territory Governments and State/ Union Territory Authorities to take effective measures so as to prevent the spread of COVID-19 in the country;

Whereas under directions of the aforesaid Order of NDMA, and in exercise of the powers, conferred under Section 10(2)(i) of the Disaster Management Act, the undersigned, in his capacity as Chairperson, National Executive Committee, hereby issues guidelines, as per the Annexure, to Ministries/ Departments of Government of India, State/Union Territory Governments and State/ Union Territory Authorities with the directions for their strict implementation. This Order shall remain in force, in all parts of the country for a period of 21 days with effect from 25.03.2020.


24/3/2020
Home Secretary

To

1. The Secretaries of Ministries/ Departments of Government of India
2. The Chief Secretaries/Administrators of States/Union Territories
(As per list attached)

Copy to:

- i. All members of the National Executive Committee.
- ii. Member Secretary, National Disaster Management Authority.

Annexure to Ministry of Home Affairs Order No .40-3/2020-D dated ()24.03.2020

Guidelines on the measures to be taken by Ministries/ Departments of Government of India, State/Union Territory Governments and State/ Union Territory Authorities for containment of COVID-19 Epidemic in the Country.

1. Offices of the Government of India, its Autonomous/ Subordinate Offices and Public Corporations shall remain closed.

Exceptions:

Defence, central armed police forces, treasury, public utilities (including petroleum, CNG, LPG, PNG), disaster management, power generation and transmission units, post offices, National Informatics Centre, Early Warning Agencies

2. Offices of the State/ Union Territory Governments, their Autonomous Bodies, Corporations, etc. shall remain closed.

Exceptions:

- a. Police, home guards, civil defence, fire and emergency services, disaster management, and prisons.
- b. District administration and Treasury
- c. Electricity, water, sanitation
- d. Municipal bodies—Only staff required for essential services like sanitation, personnel related to water supply etc

The above offices (Sl. No 1 & 2) should work with minimum number of employees. All other offices may continue to work-from-home only.

3. Hospitals and all related medical establishments, including their manufacturing and distribution units, both in public and private sector, such as dispensaries, chemist and medical equipment shops, laboratories, clinics, nursing homes, ambulance etc. will continue to remain functional. The transportation for all medical personnel, nurses, para-medical staff, other hospital support services be permitted.

4. Commercial and private establishments shall be closed down.

Exceptions:

- a. Shops, including ration shops (under PDS), dealing with food, groceries, fruits and vegetables, dairy and milk booths, meat and fish, animal fodder. However, district authorities may encourage and facilitate home delivery to minimize the movement of individuals outside their homes.
- b. Banks, insurance offices, and ATMs.
- c. Print and electronic media
- d. Telecommunications, internet services, broadcasting and cable services. IT and IT enabled Services only (for essential services) and as far as possible to work from home.
- e. Delivery of all essential goods including food, pharmaceuticals, medical equipment through E-commerce.

- f. Petrol pumps, LPG, Petroleum and gas retail and storage outlets.
- g. Power generation, transmission and distribution units and services.
- h. Capital and debt market services as notified by the Securities and Exchange Board of India
- i. Cold storage and warehousing services.
- j. Private security services

All other establishments may work-from-home only.

5. Industrial Establishments will remain closed.

Exceptions:

- a. Manufacturing units of essential commodities.
- b. Production units, which require continuous process, after obtaining required permission from the State Government

6. All transport services – air, rail, roadways – will remain suspended.

Exceptions:

- a. Transportation for essential goods only.
- b. Fire, law and order and emergency services.

7. Hospitality Services to remain suspended

Exceptions:

- a. Hotels, homestays, lodges and motels, which are accommodating tourists and persons stranded due to lockdown, medical and emergency staff, air and sea crew.
- b. Establishments used/ earmarked for quarantine facilities.

8. All educational, training, research, coaching institutions etc. shall remain closed.

9. All places of worship shall be closed for public. No religious congregations will be permitted, without any exception.

10. All social/ political/ sports/ entertainment/ academic/ cultural/ religious functions / gatherings shall be barred.

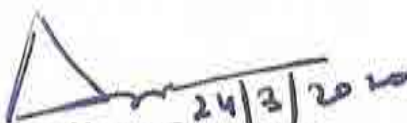
11. In case of funerals, congregation of not more than twenty persons will be permitted.

12. All persons who have arrived into India after 15.02.2020, and all such persons who have been directed by health care personnel to remain under strict home/ institutional quarantine for a period as decided by local Health Authorities, failing which they will be liable to legal action under Sec. 188 of the IPC.

13. Wherever exceptions to above containment measures have been allowed, the organisations/employers must ensure necessary precautions against COVID-19

virus, as well as social distance measures, as advised by the Health Department from time to time.

14. In order to implement these containment measures, the District Magistrate will deploy Executive Magistrates as Incident Commanders in the respective local jurisdictions. The Incident Commander will be responsible for the overall implementation of these measures in their respective jurisdictions. All other line department officials in the specified area will work under the directions of such incident commander. The Incident Commander will issue passes for enabling essential movements as explained.
15. All enforcing authorities to note that these strict restrictions fundamentally relate to movement of people, but not to that of essential goods.
16. The Incident Commanders will in particular ensure that all efforts for mobilisation of resources, workers and material for augmentation and expansion of hospital infrastructure shall continue without any hindrance.
17. Any person violating these containment measures will be liable to be proceeded against as per the provisions of Section 51 to 60 of the Disaster Management Act, 2005, besides legal action under Sec. 188 of the IPC (as per Appendix).
18. The above containment measures will remain in force, in all parts of the country, for a period of 21 days with effect from 25.03.2020.


Union Home Secretary

Appendix**1. Section 51 to 60 of the Disaster Management Act, 2005**

OFFENCES AND PENALTIES

51. Punishment for obstruction, etc.—Whoever, without reasonable cause —

(a) obstructs any officer or employee of the Central Government or the State Government, or a person authorised by the National Authority or State Authority or District Authority in the discharge of his functions under this Act; or

(b) refuses to comply with any direction given by or on behalf of the Central Government or the State Government or the National Executive Committee or the State Executive Committee or the District Authority under this Act,

shall on conviction be punishable with imprisonment for a term which may extend to one year or with fine, or with both, and if such obstruction or refusal to comply with directions results in loss of lives or imminent danger thereof, shall on conviction be punishable with imprisonment for a term which may extend to two years.

52. Punishment for false claim.—Whoever knowingly makes a claim which he knows or has reason to believe to be false for obtaining any relief, assistance, repair, reconstruction or other benefits consequent to disaster from any officer of the Central Government, the State Government, the National Authority, the State Authority or the District Authority, shall, on conviction be punishable with imprisonment for a term which may extend to two years, and also with fine.

53. Punishment for misappropriation of money or materials, etc.—Whoever, being entrusted with any money or materials, or otherwise being, in custody of, or dominion over, any money or goods, meant for providing relief in any threatening disaster situation or disaster, misappropriates or appropriates for his own use or disposes of such money or materials or any part thereof or wilfully compels any other person so to do, shall on conviction be punishable with imprisonment for a term which may extend to two years, and also with fine.

54. Punishment for false warning.—Whoever makes or circulates a false alarm or warning as to disaster or its severity or magnitude, leading to panic, shall on conviction, be punishable with imprisonment which may extend to one year or with fine.

55. Offences by Departments of the Government.—(1) Where an offence under this Act has been committed by any Department of the Government, the head of the Department shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly unless he proves that the offence was committed without his knowledge or that he exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where an offence under this Act has been committed by a Department of the Government and it is proved that the

offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any officer, other than the head of the Department, such officer shall be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

56. Failure of officer in duty or his connivance at the contravention of the provisions of this Act.—Any officer, on whom any duty has been imposed by or under this Act and who ceases or refuses to perform or withdraws himself from the duties of his office shall, unless he has obtained the express written permission of his official superior or has other lawful excuse for so doing, be punishable with imprisonment for a term which may extend to one year or with fine.

57. Penalty for contravention of any order regarding requisitioning.—If any person contravenes any order made under section 65, he shall be punishable with imprisonment for a term which may extend to one year or with fine or with both.

58. Offence by companies.—(1) Where an offence under this Act has been committed by a company or body corporate, every person who at the time the offence was committed, was in charge of, and was responsible to, the company, for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the contravention and shall be liable to be proceeded against and punished accordingly: Provided that nothing in this sub-section shall render any such person liable to any punishment provided in this Act, if he proves that the offence was committed without his knowledge or that he exercised due diligence to prevent the commission of such offence. (2) Notwithstanding anything contained in sub-section (1), where an offence under this Act has been committed by a company, and it is proved that the offence was committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also, be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation.—For the purpose of this section— (a) "company" means any body corporate and includes a firm or other association of individuals; and (b) "director", in relation to a firm, means a partner in the firm.

59. Previous sanction for prosecution.—No prosecution for offences punishable under sections 55 and 56 shall be instituted except with the previous sanction of the Central Government or the State Government, as the case may be, or of any officer authorised in this behalf, by general or special order, by such Government.

60. Cognizance of offences.—No court shall take cognizance of an offence under this Act except on a complaint made by— (a) the National Authority, the State Authority, the Central Government, the State Government, the District Authority or any other authority or officer authorised in this behalf by that Authority or Government, as the case may be; or (b) any person who has given notice of not less than thirty days in the manner prescribed, of the alleged offence and his intention to make a complaint to

the National Authority, the State Authority, the Central Government, the State Government, the District Authority or any other authority or officer authorised as aforesaid.

2. Section 188 in The Indian Penal Code

188. Disobedience to order duly promulgated by public servant.—Whoever, knowing that, by an order promulgated by a public servant lawfully empowered to promulgate such order, he is directed to abstain from a certain act, or to take certain order with certain property in his possession or under his management, disobeys such direction, shall, if such disobedience causes or tends to cause obstruction, annoyance or injury, or risk of obstruction, annoyance or injury, to any person lawfully employed, be punished with simple imprisonment for a term which may extend to one month or with fine which may extend to two hundred rupees, or with both; and if such disobedience causes or tends to cause danger to human life, health or safety, or causes or tends to cause a riot or affray, shall be punished with imprisonment of either description for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.

Explanation.—It is not necessary that the offender should intend to produce harm, or contemplate his disobedience as likely to produce harm. It is sufficient that he knows of the order which he disobeys, and that his disobedience produces, or is likely to produce, harm.

Illustration

An order is promulgated by a public servant lawfully empowered to promulgate such order, directing that a religious procession shall not pass down a certain street. A knowingly disobeys the order, and thereby causes danger of riot. A has committed the offence defined in this section.



Government of India
National Disaster Management Authority
"NDMA Bhawan",
A-1, Safdarjung Enclave, New Delhi-110029.



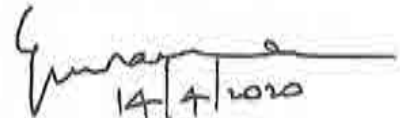
No.1-137/2018-Mit-II(FTS-10548)

Dated, the 13th April, 2020.
14th

ORDER

On 24th March, 2020, the National Disaster Management Authority directed the Ministries/Departments of Government of India, State Governments and State Authorities to take measures for ensuring social distancing so as to prevent the spread of COVID 19 in the country. These measures are in force for a period of 21 days w.e.f. from 25th March 2020. Detailed guidelines and addenda were issued by National Executive Committee from time to time under section 10(2)(1) of the Disaster Management Act 2005.

2. Considering the fact that strict social distancing measures need to be implemented for a further period to contain the spread of COVID 19, the National Authority, in exercise of powers under Section 6 (2) (i) of the Disaster Management Act, 2005, directs the Ministries/Departments of Government of India, State Governments and State Authorities to continue the same measures for social distancing upto 3rd May, 2020. In this regard the guidelines/orders issued by NEC shall continue to be applicable throughout the country. The Authority further directs NEC to issue modifications in the guidelines as necessary, keeping in view the need to contain the spread of COVID 19.


14/4/2020

Member Secretary, NDMA

To

Union Home Secretary,
North Block, New Delhi 110011

AJAY BHALLA, IAS



167
गृह सचिव
Home Secretary
भारत सरकार
Government of India
North Block,
New Delhi

D.O.No. 40-3/2020-DM-I(A)

14th April, 2020

Dear *Chief Secretary,*

Hon'ble Prime Minister, in his address to the Nation today, has announced that the lockdown in India, which has been imposed to contain the spread of COVID-19 pandemic, will have to be extended till May 3, 2020. In pursuance of this announcement, and on the directions of the National Disaster Management Authority (NDMA), issued on April 14, 2020, I, as Chairperson, National Executive Committee(NEC), have issued directions to all the Ministries/Departments of Government of India, State/Union Territory Governments and Authorities, that the lockdown measures stipulated in the Consolidated Guidelines of MHA, for containment of COVID-19 pandemic in the country, will continue to remain in force upto May 3, 2020. A copy of the Order dated April 14, 2020, issued under the Disaster Management Act, 2005, is herewith enclosed.

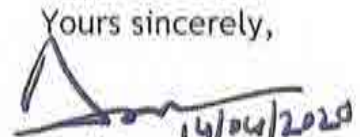
2. With the extension of the lockdown, all restrictions that have been imposed in various sectors, and on various activities, will continue to remain in force. These restrictions, which have been spelt out in the Consolidated Guidelines of MHA, must be enforced strictly, by all Ministries/Departments of the Government of India, and by State/Union Territory Governments and Authorities.

3. It is emphasized that as per the orders issued by MHA under the Disaster Management Act, 2005, the States/Union Territories cannot dilute restrictions imposed vide the aforesaid guidelines.

4. I would again urge you to strictly implement the directions issued by MHA, under the Disaster Management Act, 2005, as contained in the Consolidated Guidelines, without any dilution of the same.

With regards,

Encl : as above.

Yours sincerely,

14/04/2020
(Ajay Bhalla)

Chief Secretaries of All States
(As per standard list)

52

AJAY BHALLA, IAS



168

गृह सचिव
Home Secretary
भारत सरकार
Government of India
North Block,
New Delhi

D.O.No. 40-3/2020-DM-I(A)

14th April, 2020

Dear *Administrators,*

Hon'ble Prime Minister, in his address to the Nation today, has announced that the lockdown in India, which has been imposed to contain the spread of COVID-19 pandemic, will have to be extended till May 3, 2020. In pursuance of this announcement, and on the directions of the National Disaster Management Authority (NDMA), issued on April 14, 2020, I, as Chairperson, National Executive Committee(NEC), have issued directions to all the Ministries/Departments of Government of India, State/Union Territory Governments and Authorities, that the lockdown measures stipulated in the Consolidated Guidelines of MHA, for containment of COVID-19 pandemic in the country, will continue to remain in force upto May 3, 2020. A copy of the Order dated April 14, 2020, issued under the Disaster Management Act, 2005, is herewith enclosed.

2. With the extension of the lockdown, all restrictions that have been imposed in various sectors, and on various activities, will continue to remain in force. These restrictions, which have been spelt out in the Consolidated Guidelines of MHA, must be enforced strictly, by all Ministries/Departments of the Government of India, and by State/Union Territory Governments and Authorities.

3. It is emphasized that as per the orders issued by MHA under the Disaster Management Act, 2005, the States/Union Territories cannot dilute restrictions imposed vide the aforesaid guidelines.

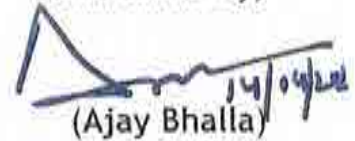
4. I would again urge you to strictly implement the directions issued by MHA, under the Disaster Management Act, 2005, as contained in the Consolidated Guidelines, without any dilution of the same.

With regards,

Encl : as above.

Administrators of All UTs
(As per standard list)

Yours sincerely,


(Ajay Bhalla)

B

No. 40-3/2020-DM-I(A)
Government of India
Ministry of Home Affairs

North Block, New Delhi-110001
Dated 14th April, 2020

ORDER

Whereas under directions of the National Disaster Management Authority (NDMA)'s Order dated 24.03.2020, and in exercise of the powers, conferred under Section 10(2)(l) of the Disaster Management Act 2005, the undersigned, in his capacity as Chairperson, National Executive Committee, issued directions vide Order of even number dated 24.03.2020 to all Ministries/ Departments of Government of India, State/ Union Territory Governments and State/ Union Territory Authorities, with the guidelines to implement lockdown measures, to contain the spread of COVID-19, in all parts of the country for a period of 21 days with effect from 25.03.2020;

Whereas, the guidelines to implement lockdown measures were further modified on 25.03.2020, 27.03.2020, 02.04.2020, 03.04.2020 and 10.04.2020 and consolidated guidelines are placed on the website of Ministry of Home Affairs (MHA);

Whereas, NDMA after assessing the situation on COVID-19 epidemic is satisfied that strict social distancing measures need to be implemented for a further period so as to effectively contain the spread of COVID-19 in the country;

Whereas in exercise of the powers under section 6(2)(i) of the Disaster Management Act, 2005, NDMA has issued an Order number 1-137/2018-Mit-II (FTS-10548) dated 14.04.2020 (copy enclosed) directing the Chairperson, National Executive Committee that existing lockdown measures be continued to be implemented in all parts of the Country, upto 03.05.2020.

Whereas under directions of the aforesaid Order of NDMA, and in exercise of the powers, conferred under Section 10(2)(l) of the Disaster Management Act, 2005, the undersigned, in his capacity as Chairperson, National Executive Committee, hereby issues directions to all the all Ministries/ Departments of Government of India, State/Union Territory Governments and State/Union Territory Authorities that the Lockdown measures stipulated in aforesaid Consolidated Guidelines of MHA for containment of COVID-19 epidemic in the country, will continue to remain in force upto 03.05.2020 to contain the spread of COVID-19 in the country.


14/04/2020
Union Home Secretary

To:

1. The Secretaries of Ministries/ Departments of Government of India
2. The Chief Secretaries/Administrators of States/Union Territories
(As per list attached)

Copy to:

- i. All members of the National Executive Committee.
- ii. Member Secretary, National Disaster Management Authority.

**GE T&D India Limited**

L31102DL1957PLC193993

T-5 & T-6, Plot I-14, Axis House
Jaypee Wishtown, Sector-128
Noida-201304, Uttar Pradesh

T +91 120 5021500

F +91 120 5021501

www.ge.com/in/ge-td-india-limited

To,
The Project Manager
Ghatampur Transmission Limited
ADANI HOUSE
Shantigram, S.G. Highway
Ahmedabad - 382421, Gujarat, India

Our Ref: GE/5427PS118/0420/0001

Date:11/04/2020

Subject: Notice under Force Majeure for Coronavirus pandemic and its Impact

Project Reference: 06 nos. 400kV, 12 ohm Air core Series Line Reactor package along with spares, TRV study & it's supply and associated GIS switchgears at Mohindergarh Substation in the state of Haryana.

Dear Sir,

As you are aware, the Coronavirus outbreak started in China and although first identified in the Wuhan province, it has unfortunately spread to over 100 other countries with new cases being confirmed all over the globe and, more recently, in India. (the Coronavirus outbreak, regardless of country affected, will be referred to as the "Event"). In order to control the Event, China government authorities initially took various measures (refer notification dated 27 Jan 2020-Annex-1). On January 30, 2020, WHO declared the Event as a global health emergency & subsequently notified this outbreak as a global pandemic on March 12, 2020.

In order to control the Event, the government authorities in the affected countries at all levels have taken various preventive measures, including, but not limited to, international and national travel and visa restrictions, postponement/cancellation of public events and quarantine measures. Since March 11, the Central & State Governments have invoked the Epidemic Diseases Act, 1897. The Act, among other things, states that any person violating the orders of the government will be punished under Section 188 (disobedience to order duly promulgated by public servant) of the Indian Penal Code. Subsequently, on 21.03.2020, Government of India has taken unprecedented steps by enforcing a country wide lockdown initially in major cities until 31.03.2020 which has been further extended to the entire nation for a period of 21 days on 24.03.2020.

There have been several directions from various administrative levels about COVID-19 situation and resulting restrictions, including limitation on the number of people that are allowed to gather at one place, which obligates GE to take necessary steps in compliance of the Act.

As you know, of utmost importance to GE and yourself is the environmental, safety and health of our employees, personnel, sites and projects. This Event qualifies as an Excusable Delay/Force Majeure event under **clause 26 of NIT GCC** and is an objective circumstance which is unpredictable, unavoidable and insurmountable by GE. The Government of India has also acknowledged this event as Force Majeure event (refer annexure 2).

This Event has caused, and will for the foreseeable future cause, various impacts on our manufacturing, supply chain, logistics and site services, etc. We are proactively taking efforts to monitor, mitigate and control any adverse effects. Until the outbreak stabilizes, the full impact of this event will not be known. To this effect, GE as well as GE's subcontractors and suppliers may opt or be obliged, for the protection of people, to apply restrictions on gatherings and to the access to sites, offices, premises or facilities whether in application of recommendations or instructions from authorities or in application to their EHS or security protocols with the aim to reduce the risk of contamination.

Accordingly, there is a continuing risk of closure of said facilities, sites or premises having severe impact on the project timelines / schedule. In the meanwhile, we will continue to actively communicate with relevant stakeholders to evaluate the impact on the execution of Series Line Reactor Project at Mohindergarh site as the Event continues to evolve.

We will keep communicating with your company and separately notify you of the delays on the execution of the works and on the definitive evaluation results in due course.

Thanking you for your kind support on this subject.

Yours faithfully

For GE T& D India Limited



Manoj Kothiyal- Lead Project Manager

GE T&D India Limited,
T-5 & T-6, Plot I-14, Axis House
Jaypee Wishtown, Sector-128
Noida-201304, Uttar Pradesh
Email: manoj.kothiyal@ge.com
Mob: 9958095121

Encl.: Annexure -1 : Notification dated 27 Jan 2020
Annexure-2: Force Majeure Event Memo by GOI



हरियाणा HARYANA

D 369171

AGREEMENT

This Agreement is made on this 15th day of January, 2014, by and between the persons whose names and registered offices are set out in Schedule I including their successors and permitted assigns

WHEREAS

- A. The Central Electricity Regulatory Commission (CERC) in exercise of the powers conferred under section 178 read with Part V of the Electricity Act, 2003 (36 of 2003), has issued regulations for Sharing of Inter State Transmission Charges and Losses in June, 2010 (hereinafter referred to as "**Sharing Regulations**"), pursuant to which the Central Transmission Utility (CTU) is entering into this Transmission Service Agreement (TSA) with all the ISTS Licensees, Deemed ISTS Licensees, other non-ISTS Licensees whose assets have been certified as being used for interstate transmission by the RPCs, and the Designated ISTS Customers (DICs) to govern the provision of inter-State transmission services including sharing of transmission charges and losses amongst the DICs, and disbursing the transmission charges collected by the CTU to respective ISTS



- 1 -



Licenses and other non-ISTS Licenses as per the Revenue Sharing Agreement (RSA);

- B. This Transmission Service Agreement shall be the Model Transmission Service Agreement and shall mandatorily apply to all the DICs and ISTS Licensees. Signing of this Transmission Service Agreement shall not be a pre-condition for construction of new network elements by the CTU and ISTS Licensees, where such network construction is undertaken after due approval of the Commission;
- C. This Transmission Service Agreement may be amended from time to time by the parties to the said agreement consistent with the provisions of the Sharing Regulations or as may be directed by the Commission from time to time;
- D. The development of an ISTS Scheme including any scheme which is under construction would continue to be governed in accordance with the Indemnification Agreement or Bulk Power Transmission Agreement or Transmission Service Agreement or any such agreement, as entered into between the concerned ISTS Licensee and the concerned DIC (s)/erstwhile beneficiaries to the extent relevant to the development, construction and commissioning of the elements referred therein till such time the said element is for commercial operation and actually brought into the operations, post which the terms and conditions of this TSA would come into force;
- E. The persons listed in **Schedule - I** are parties to this Transmission Service Agreement. Other existing/new DIC or ISTS Licensee, for the purpose of availing or providing inter-State transmission services, as the case may be, shall also enter into a TSA or a Supplementary Agreement pursuant to this Transmission Service Agreement, thereby binding itself to this Agreement;
- F. All the invoices pertaining to provision of ISTS services for the period up to the Effective Date (including any arrears thereof) would be raised and realized directly by the ISTS Licensee from its beneficiaries, as per their earlier arrangements. Any fund arising out of various indemnification or Liquidated damages provisions contained in existing agreement such as TSA for Competitive bidding projects, BPTA with LTA customers, Indemnification agreement between generator and CTU etc prior to Commercial Date of Operation(COD) shall not be covered in this agreement and would continue to be settled among parties in terms of those agreements.



Articles

1.0 Definitions and Interpretations

1.1 Definitions

Unless the context otherwise requires the words/ expressions when used in this Agreement shall have the respective meanings as specified below:

“Act” means the Electricity Act, 2003 (36 of 2003) and any subsequent amendment made thereto;

“Application Period”, “Approved Injection”, “Approved Additional Medium Term Injection”, “Approved Short Term Injection”, “Approved Withdrawal”, “Approved Additional Medium Term Withdrawal”, “Approved Short Term Withdrawal”, “Deemed Inter State Transmission System” or “Deemed ISTS”, “Designated ISTS Customers” or “DICs”, “Grid Code” “Implementing Agency”, “Inter-State Generating Station”, “ Loss Allocation Factor”, “Point of Connection (PoC) Charging Method”, “Point of Connection Transmission Charges” or “PoC Charges”, and “Yearly Transmission Charge” or “YTC” shall have the meaning, as defined in the Sharing Regulations; and any amendments made thereof;

“Availability” means the availability of the transmission system calculated in accordance with CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and any subsequent enactment thereof.

“CEA” means the Central Electricity Authority constituted under Section 70 of the Electricity Act, 2003;

“CERC” or “Commission” means the Central Electricity Regulatory Commission constituted under Section-76 of the Electricity Act, 2003;

“Central Transmission Utility” or “CTU” means the utility notified by the Central Government under Section 38 of the Electricity Act, 2003;



“Change in law” shall have the meaning as ascribed in Article 15.0 of this Agreement;
 “Competent Court of Law” means the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India adjudicate upon issues arising out of the implementation of the agreement ;

“Consultation Period” means the period of sixty (60) days or such longer period as the concerned DIC and CTU or the concerned ISTS Licensee and CTU, depending upon the case, may agree, commencing from the date of issue of notice, as provided in Article 16.0 of this Agreement, for consultation to mitigate the consequence of the relevant event having regard to all the circumstances;

“Date of commercial operation” or “COD” shall have the meaning as defined in Regulation 3(12) of the CERC (Terms and Conditions of Tariff) Regulations, 2009 and amended from time to time and any subsequent enactment thereof ;

“Due Date” means, in relation to any bill the thirtieth day from the date which such bill is raised and published on the website of CTU for payment by the DIC;

“Effective Date” shall have the meaning as ascribed thereto in Article 3 of this Agreement;

“Element” means each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station including ICTs, Reactors, SVC, FSC etc. forming part of the ISTS, which is owned, operated and maintained by the concerned ISTS Licensee;

“Financing Agreements” means the agreements pursuant to which the concerned ISTS Licensee is to finance its part of the ISTS including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the DICs;

“Force Majeure” and “Force Majeure Event” shall have the meaning as assigned in Article 14.0 of this agreement;



"Indian Governmental Instrumentality" means Government of India, Government of any State in India or any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or Appropriate Commission or Tribunal or Judicial or quasi-Judicial body in India but excluding Transmission Service Provider and DIC;

"Letter of Credit" or **"LC"** means a confirmed unconditional, irrevocable, revolving Letter of Credit opened by a DIC in favour of the CTU with any scheduled bank;

"Lenders" means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI); insurance companies which are registered with Insurance Regulatory and Development Authority (IRDA); pension funds regulated by Pension Fund Regulatory and Development Authority (PFRDA); mutual funds registered with Securities and Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the concerned Element to provide the concerned ISTS Licensee with senior debt financing, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the concerned ISTS Licensee of its obligations to the DICs under this Agreement in any manner and shall also does not lead to an increase in the liability of any of the DICs;

"Lenders Representative" means the person notified by the Lenders in writing as being the representative of the Lenders and such person may from time to time be replaced by the Lenders pursuant to the Financing Agreements by written notice to the concerned ISTS Licensee;



“Monthly Transmission Charge” means the transmission charges (inclusive of incentives) payable for each calendar month as determined in accordance with the CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and subsequent amendment thereof or the transmission charges arrived through competitive bidding as adopted by the Appropriate Commission under Section 63 of the Act;

“Party” means a signatory to this Agreement, which shall be CTU or a DIC or an ISTS Licensee, and “Parties” means a joint reference to all the signatories to this Agreement, which shall be CTU, all the DICs and all the ISTS Licensees;

“Prudent Utility Practices” mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the transmission system and which practices, methods and standards shall be adjusted as necessary, to take account of:

- a. operation, repair and maintenance guidelines given by the manufacturers,
- b. the requirements of Law, and
- c. the physical conditions at the Site
- d. the safety of operating personnel and human beings

“Site” in relation to a substation, switching station or HVDC terminal or inverter station, means the land and other places upon which such station / terminal is established;

“Transmission Service Agreement” or “this Agreement” or “TSA” means this agreement together with the Schedules, Annexure, and Documents referred to herein, as amended or modified from time to time;

“Working Day” means any day except Saturday, Sunday and statutory holiday.

Words and expressions used in this Agreement and not defined herein but defined



in the Act or Regulations made by the Commission, shall have the meanings assigned to them respectively in the Act, and Regulations made by the Commission from time to time and General Clause Act failing which it shall bear the ordinary English meaning.

1.2 Interpretations

Save where the contrary is indicated, any reference in this Agreement to:

“Agreement” shall be construed as including a reference to its Schedules, Annexures and Documents;

“Rupee”, “Rupees” and “₹” denotes lawful currency of India;

“Crore” means a reference to ten million (10,000,000) and a “Lakh” means a reference to one tenth of a million (1,00,000);

“encumbrance” means a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

“indebtedness” means to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

“person” shall have the same meaning as defined in Section 2 (49) of the Act;

“winding-up”, “dissolution” , “insolvency” , or “reorganization” shall have the same meaning as defined in the Companies Act, 1956 ;

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.



- 1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.7 Any interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.
- 1.2.8 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement.

2.0 Parties to the Agreement

2.1 Existing Designated ISTS Customers (DICs) & ISTS Licensees

- 2.1.1 The DICs and ISTS Licensees, as mentioned in **Schedule - I**, enter into this Agreement and bind themselves to the terms of this Agreement as on the date of Sharing Regulations coming into force.
- 2.1.2 In the event of any conflict between the existing Bulk Power Transmission Agreements (BPTA) or Transmission Service Agreement (TSA) and this Agreement, the terms of this Agreement shall supersede, as far as the sharing of transmission charges are concerned.
- 2.1.3 An ISGS who is not a signatory to a BPTA or TSA too enter into this Agreement and bind itself to the terms of this Agreement
- 2.1.4 Non-ISTS Licensees whose assets have been certified as being used for inter-



State transmission by the RPCs.

2.2 New Designated ISTS Customers (DICs) & ISTS Licensees

2.2.1 This Agreement shall be signed by all new DICs intending to connect to and/or use the ISTS.

2.2.2 This Agreement shall be signed by all new ISTS Licensees intending to provide ISTS services and to develop and maintain any part of the ISTS network.

2.2.3 Any new DIC or ISTS Licensee shall become a party to this Agreement subject to and in accordance with the provisions of this Agreement by execution of Supplementary Agreement, as annexed at Annexure - A, by such DIC or ISTS Licensee and the CTU.

2.2.4 Each Party hereby irrevocably and unconditionally authorizes CTU to execute on behalf of such Party any Supplementary Agreement duly executed by the new DIC or ISTS Licensee, as the case may be, and to thereby admit the new DIC or ISTS Licensee, as the case may be, as a Party to this Agreement. Agreements as such executed, shall be deemed to have been signed by all the existing parties of the TSA. A copy of such Supplementary Agreement shall be sent by the CTU to all the ISTS Licensees and DICs.

2.2.5 Upon execution of the Supplementary Agreement by both CTU and the new DIC or ISTS Licensee in accordance with Article 2.2.4 of this Agreement, the new DIC or ISTS Licensee shall become a Party to this Agreement.

2.3 Owners of new Non-ISTS assets as and when certified by RPCs for carrying Inter State Power and owners of deemed ISTS shall be considered deemed signatories to this Agreement and therefore all such rights and obligations, as applicable to ISTS Licensees shall be applicable to them.

3.0 Effectiveness of the Agreement

3.1 For the existing DICs and ISTS Licensees, this Agreement shall be effective from the date, as notified under Sharing Regulations or as notified by the Commission



- 3.2 Any new DICs or new ISTS Licensees shall be Party to this Agreement from the date of signing of the TSA or Supplementary Agreement, as executed between the CTU and the new DIC or ISTS Licensee, as the case may be.
- 3.3 For the owners of RPC certified lines, this Agreement shall be effective from the date of such approval by RPC and inclusion of these assets in the calculation of Point of Connection (PoC) charges.
- 3.4 From the Effective Date, each Party undertakes to each other Party to comply with and to perform its obligations in accordance with and subject to this Agreement.
- 3.5 This agreement shall deemed to have come into force w.e.f. the date(s) as mentioned at Article 3.1, 3.2 and 3.3. above and shall, without prejudice to the provisions under Article 16, remain operative till the same is renewed/replaced/modified.

4.0 Description of inter-State Transmission System (ISTS)

4.1 Existing ISTS

4.1.1 The list of ISTS presently owned, operated and maintained by ISTS Licensees in the country is detailed in **Schedule - II**.

4.2 Deemed ISTS

4.2.1 The provisions of this Agreement shall be applicable to Deemed ISTS, as detailed in **Schedule - II**.

4.2.2 Any additions/ deletions to the existing list as certified by the RPCs and approved by the Commission shall be intimated to the DICs by the Regional Power Committee (RPC). Such modifications shall form part of **Schedule - II** of this Agreement and shall be governed by the terms and conditions contained herein.



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4.3 New ISTS Schemes

- 4.3.1 New ISTS Schemes shall be as identified in consultation with the stakeholders, by CEA and CTU.
- 4.3.2 Any element that may be added to the ISTS detailed in Article 4.1.1 and declared for commercial operation by the concerned ISTS Licensee will be intimated to the DICs by the ISTS Licensee or the CTU, as and when these are declared under commercial operation. Such addition shall form a part of Schedule - II of this Agreement and shall be governed by the terms and conditions as contained herein.
- 4.3.3 CTU shall notify all the ISTS Licensees and the DICs, as and when such element, as mentioned in Article 4.3.2 comes into operation.

5.0 Operation and Maintenance of the ISTS

5.1 Operation and Maintenance of the ISTS

- 5.1.1 The ISTS Licensees shall be responsible for ensuring that the ISTS is operated and maintained in accordance with the regulations made by the Commission and CEA from time to time and the provisions of the Act.

6.0 Availability of the ISTS Scheme

6.1 Calculation of Availability of the ISTS Scheme/ Element:

The calculation of Availability for the elements and for the ISTS Scheme, as the case may be, shall be as per the CERC (Terms and Conditions of Tariff) Regulations, 2009 as may be amended from time to time and any subsequent enactment thereof.

- 6.2 The Target Availability of the ISTS Scheme shall be as per the norms mentioned in CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and any subsequent enactment thereof.



7.0 Declaration and Approval of Contracted Capacity at each node or aggregation of nodes in the ISTS for each Designated ISTS Customer (DIC)

7.1 The declaration and approval of the contracted capacity at each node or aggregation of the nodes in the ISTS for each DIC shall be as per the Sharing Regulations.

8.0 Sharing of Transmission Charges

8.1 The methodology for PoC charges calculation shall be as per Sharing Regulations, and any subsequent amendment made thereto.

8.2 All the DICs agree to pay the PoC charges as calculated by the Implementing Agency.

8.3 Point of Connection (PoC) Charges for Long Term Access, Medium Term Open Access and Short Term Open Access

8.3.1 There shall be no differentiation in PoC charges, as determined by the Implementing Agency for the Application Period, among the long-term access, medium-term open access and short-term open access to the ISTS.

8.4 Computation of PoC Charges

8.4.1 The computation of PoC charges shall be as per the Sharing Regulations and any subsequent amendment made thereto.

9.0 Sharing of Other Charges

9.1 Other charges such as license fee, petition filing fee, publication expenses, ULDC charges for non-POSOCO assets, charges for communication systems, EMSS/SCADA charges etc. which are approved by the Commission shall be billed separately by CTU and paid by the respective beneficiaries/DICs as per the terms and conditions specified in the relevant notification(s)/Order(s) issued by the Commission from time to time.



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9.2 Any other charges arising out of any adjustments (other than those covered under bill 3), reconciliation etc. shall be billed by CTU and paid to by the respective DICs. The bills shall be raised as and when required.

10.0 Transmission Losses

10.1 The total transmission losses of the ISTS shall be allocated amongst the DICs in accordance with the Sharing Regulations and any subsequent amendments made thereto.

10.2 All the DICs agree to share the transmission losses as calculated by the Implementing Agency.

11.0 Metering and Accounting

11.1 Metering

11.1.1 The installation, operation, maintenance and testing of the Special Energy Meters (SEMs) shall be in accordance with the CEA (Installation and Operations of Meters) Regulations and any subsequent amendments made thereto.

11.1.2 The responsibility for downloading and onward transmission of the metered data of the (SEMs) from the pre-identified locations shall be as per the Grid Code and any subsequent amendments made thereto.

11.2 Accounting of PoC Charges

11.2.1 Regional Transmission Accounts

11.2.1.1 The Regional Power Committee (RPC) shall issue the Regional Transmission Accounts on the first (1st) Working Day of the month as per the Sharing Regulations, for the previous month to all the DICs, CTU and ISTS Licensees.

11.2.2 Regional Transmission Deviation Accounts



11.2.2.1 The RPC shall issue the Regional Transmission Deviation Accounts by fifteenth (15th) day of the month in accordance with the Sharing Regulations.

12.0 Billing, Collection and Disbursement of Transmission Charges

12.1 The DICs and the ISTS Licensees shall abide by the detailed "Billing, Collection and Disbursement Procedure" of CTU, as approved by the Commission and such "Billing Collection and Disbursement Procedure" shall be construed, as part of this Agreement.

12.2 The CTU shall raise bills, collect and disburse in accordance with the detailed "Billing, Collection and Disbursement Procedure".

12.3 Each DIC unequivocally agrees to allow CTU to enforce recovery of payment through Letter of Credit on behalf of all the ISTS Licensees in the event of default in payment by the DIC, in accordance with the detailed "Billing, Collection and Disbursement Procedure".

12.4 The DICs also agree and empower the CTU to undertake Regulation of Power Supply, to recover charges under the provisions of CERC (Regulation of Power Supply) Regulations, 2010 and any amendments thereof.

12.5 If payment by a DIC against any invoice raised under Billing, Collection and Disbursement procedure is outstanding beyond thirty (30) days after the due date or in case the required Letter of credit or any other agreed payment security mechanism is not maintained by the DIC, the CTU is empowered to undertake Regulation of Power Supply on behalf of all the ISTS Licenceses so as to recover charges under the provisions of CERC (Regulation of Power Supply) Regulations, 2010 and any amendments thereof.

12.6 Payment by DICs

12.6.1 Payment by DICs to the CTU shall be executed through RTGS in accordance with the "Billing, Collection and Disbursement Procedure".



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13.0 Disbursement by CTU to ISTS Licensees

13.1 As per the Revenue Sharing Agreement entered into between the CTU and ISTS Licensees, the CTU shall collect PoC charges and thereafter distribute the same to ISTS Licensees in accordance with the detailed "Billing, Collection and Disbursement Procedure".

13.2 Delayed payment or partial payment or non-payment of transmission charges in a month by any DIC shall result in pro-rata reduction in the payouts to all the ISTS Licensees and owners of Deemed ISTS.

13.3 Payment by CTU

13.3.1 Payment by CTU to all the ISTS Licensees and owners of Deemed ISTS, whose charges have been considered while arriving at PoC, shall be executed through RTGS in accordance with the terms of Revenue Sharing Agreement entered into by and between the CTU and ISTS Licensees.

14.0 Force Majeure

The following terms shall have the meanings given hereunder.

14.1 An 'Affected Party' means any of the DICs or the ISTS Licensees whose performance has been adversely affected by an event of Force Majeure.

14.2 A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:



14.2.1 Natural Force Majeure Events

- (a) Act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years,

14.2.2 Non-Natural Force Majeure Events:

(a) Direct Non-Natural Force Majeure Events

- (i) Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of any Affected party; or
- (ii) the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by an Affected party to perform its obligations under this Agreement, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
- (iii) any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Affected party, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down

(b) Indirect Non - Natural Force Majeure Events

- (i) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
- (ii) radio active contamination or ionising radiation originating from a



source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- (iii) industry wide strikes and labour disturbances, having a nationwide impact in India

14.3 Force Majeure Exclusions

14.3.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Affected Party and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure

14.3.2 Delay in the performance of any Contractors or their agents

14.3.3 Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment

14.3.4 Strikes or labour disturbance at the facilities of the Affected Party

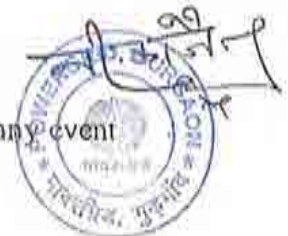
14.3.5 Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

14.3.6 Non-performance caused by, or connected with, the Affected Party's:

- (a) negligent or intentional acts, errors or omissions;
- (b) failure to comply with an Indian Law; or
- (c) breach of, or default under this Agreement

14.4 Notification of Force Majeure Event

The Affected Party shall give notice to the other Party and the CTU of any event



of Force Majeure as soon as practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as practicable after reinstatement of communications, but not later than one (1) working day after such reinstatement

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party and the CTU regular reports on the progress of those remedial measures and such other information as the other Party and the CTU may reasonably request about the Force Majeure.

14.4.2 The Affected Party shall give notice to the other Party and the CTU of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations

14.5 Duty to perform and duty to mitigate

14.5.1 To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations as provided in this Agreement. The Affected Party shall use its efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

14.6 Available Relief for a Force Majeure Event

14.6.1 Subject to this Article 14

14.6.1.1 The Affected Party shall not be in breach of its obligations pursuant to this



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Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

14.6.1.2 Each DIC or ISTS Licensee shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under this Agreement;

14.6.1.3 It is clarified that the computation of Availability under outage due to Force Majeure Event shall be in accordance with the CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and any subsequent enactment thereof.

15.0 Change in Law

15.1 Change in Law

15.1.1 Change in Law means the occurrence of any of the following after the Effective Date, resulting into any addition/ reduction in the Monthly Transmission Charges, as determined or adopted by the Commission.

15.1.2 the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;

15.1.3 a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

15.1.4 the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;

15.1.5 a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;

15.1.6 any change in tax or introduction of any tax made applicable for providing



transmission service by the ISTS Licensee, as per the terms of this Agreement;
and

15.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change on account of regulatory measures by the Appropriate Commissions.

15.3 Relief for Change in Law

15.3.1 Any adjustment in the Monthly Transmission Charges on account of Change in Law shall be determined and effective from such date, as decided by the Commission whose decision shall be final and binding on the Parties, subject to rights of appeal provided under applicable Law. Further, in case of ISTS systems awarded through competitive bidding process under section 63 of the Electricity Act, the reference date for determining the implications of Change in law shall be seven (7) days prior to the relevant bid due date for submission of tariff bid.

16.0 Events of Default and Termination

16.1 Event of Default of the ISTS Licensee

16.1.1 The occurrence and continuation of any of the following events shall constitute an ISTS Licensee Event of Default, unless any such ISTS Licensee Event of Default occurs as a result of the DIC Event of Default or a Force Majeure Event:

16.1.2 If the ISTS Licensee:

16.1.2.1 assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to its assets in contravention of the provisions of this Agreement.

16.1.2.2 transfers or novates any of its obligations pursuant to this Agreement, in a



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manner contrary to the provisions of this Agreement except where such transfer is in pursuance of a Law and

- (a) it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- (b) is to a transferee who assumes such obligations under this Agreement remains effective with respect to the transferee.

16.1.3 If:

16.1.3.1 the ISTS Licensee becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

16.1.3.2 any winding up or bankruptcy or insolvency order is passed against the ISTS Licensee; or

16.1.3.3 the ISTS Licensee goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the ISTS Licensee will not be an ISTS Licensee Event of Default where such dissolution or liquidation of the ISTS Licensee is for the purpose of a merger, consolidation or reorganization with the approval of the CERC as per the provisions of CERC (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006, and any amendment made thereof; or

16.1.4 Revocation of the transmission license of the ISTS Licensee; or

16.1.5 The ISTS Licensee fails to achieve monthly target availability, as specified in CERC (Standards of performance of ISTS Licensees) Draft Regulations, 2010 (effective from the date of Notification of Final Regulations), for a period of



(6) consecutive months or for a non-consecutive period of six (6) months within any continuous aggregate period of eighteen (18) months except where the Availability is affected by Force Majeure Events as per Article 14; or

16.1.6 Any of the representations and warranties made by the ISTS Licensee in Article 19.2.1 of this Agreement being found to be untrue or inaccurate; or

16.1.7 The ISTS Licensee fails to comply with the prevailing regulations including the Indian Electricity Grid Code or is in material breach of this Agreement and such material breach is not rectified by the ISTS Licensee within thirty (30) days of receipt of notice in this regard from the concerned DIC or the CTU.

16.2 Event of Default of a DIC

16.2.1 The occurrence and continuation of any of the following events shall constitute a DIC Event of Default, unless any such DIC Event of Default occurs as a result of the ISTS Licensee Event of Default or a Force Majeure Event:

16.2.1.1 A DIC fails to comply with the prevailing regulations including the Indian Electricity Grid Code or is in material breach of this Agreement and such material breach is not rectified by the said DIC within thirty (30) days of receipt of notice in this regard from the concerned ISTS Licensee or the CTU;

16.2.1.2 Any of the representations and warranties made by the DIC in Article 19.1.1 of this Agreement being found to be untrue or inaccurate; or

16.2.1.3 If
(a) a DIC becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or
(b) any winding up or bankruptcy or insolvency order is passed against a DIC; or



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- (c) a DIC goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that it shall not constitute a DIC Event of Default where such dissolution or liquidation of such DIC is for the purpose of a merger consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement, similar to such DIC and expressly assumes all obligations of such DIC under this Agreement and is in a position to perform them.

16.3 Cessation of ISTS Licensee being Party to this Agreement

16.3.1 Upon the occurrence and continuance of the ISTS Licensee Event of Default under Article 16.1, the CTU shall serve notice on the concerned ISTS Licensee, with a copy to the Commission, which shall specify in reasonable detail, the circumstances giving rise to such notice.

16.3.2 Following the issue of such notice, as mentioned in Article 16.3.1, the Consultation Period shall apply and CTU and the concerned ISTS Licensee discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

16.3.3 During the Consultation Period, the ISTS Licensee shall, save as otherwise provided in this Agreement, continue to perform its obligations under this Agreement, and it shall not remove any material or equipment, without prior consent of the CTU.

16.3.4 Following the expiry of the Consultation Period, unless the CTU and the concerned ISTS Licensee shall have otherwise agreed to the contrary or the circumstances giving rise to such notice as mentioned in Article 16.3.1 shall have ceased to exist or shall have been remedied, the concerned ISTS Licensee shall cease to be a Party to this Agreement and the CTU shall issue a written notice ("Termination Notice") of thirty (30) days to this effect with a copy to the Commission and Implementing Agency. Unless the Lenders of the concerned ISTS Licensee have exercised their rights of substitution as per the



provisions of Article 17.3 of this Agreement and the Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Commission, the concerned ISTS Licensee shall cease to be a Party to this Agreement on the date of expiry of the Termination Notice. Thereupon, the CTU shall approach the CERC seeking revocation of the transmission license as per the provisions of the Electricity Act, 2003.

16.4 Cessation of DIC being Party to this Agreement

16.4.1 Upon the occurrence and continuance of a DIC Event of Default under Article 16.2, the CTU may serve notice on the concerned DIC, with a copy to the CERC, which shall specify in reasonable detail, the circumstances giving rise to such Notice.

16.4.2 Following the issue of such notice, as mentioned in Article 16.4.1, the Consultation Period shall apply and CTU and the concerned DIC discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

16.4.3 During the Consultation Period, the DIC shall, save as otherwise provided in this Agreement, continue to perform its obligations under this Agreement.

16.4.4 Following the expiry of the Consultation Period, unless the CTU and the concerned DIC shall have otherwise agreed to the contrary or the circumstances giving rise to such notice as mentioned in Article 16.4.1 shall have ceased to exist or shall have been remedied, the concerned DIC shall cease to be a Party to this Agreement and the CTU shall issue a written notice ("Termination Notice") of thirty (30) days to this effect with a copy to the Commission and Implementing Agency. The concerned DIC shall cease to be a Party to this Agreement on the date of expiry of the Termination Notice

17.0 Assignments and Charges

17.1 Assignments

17.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and



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their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 17.2.4.

17.2 Permitted Charges

17.2.1 Any ISTS Licensee shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement except as permitted in this Agreement.

17.2.2 Any ISTS Licensee may create any encumbrance over all or part of the receivables or its transmission assets in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements.

Provided that:

- (a) the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements; and
- (b) any encumbrance granted by an ISTS Licensee in accordance with this Article 17.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the ISTS Licensee to release from such encumbrances upon payment by the ISTS Licensee to the Lenders of all amounts due under the Financing Agreements.

17.2.3 Article 17.2.1 does not apply to:

17.2.3.1 liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of provision of transmission services by an ISTS Licensee; or

17.2.3.2 pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of provision of transmission services for raising working capital loans by an ISTS Licensee; or



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17.2.3.3 security arising out of retention of title provisions in relation to goods acquired in the ordinary course of provision of transmission services by an ISTS Licensee.

17.2.4 Neither any ISTS Licensee nor any DIC can relinquish or transfer its rights and obligations, without prior approval of the Commission, save when such encumbrance is created under Clause 17.2.2.

17.3 Substitution Rights of the Lenders of ISTS Licensee

17.3.1 An ISTS Licensee shall operate and maintain its transmission assets under the provisions of its transmission license granted by the Commission and the provisions of this Agreement and can not assign the transmission license or transfer its transmission assets or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Commission.

17.3.2 However, in the case of default by the ISTS Licensee in debt repayments, the Commission may, on an application from the Lenders, assign the transmission license to the nominee of the Lenders subject to the fulfillment of the qualification requirements and provisions of the CERC (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, and any subsequent amendments made there to.

18.0 Governing Law and Dispute Resolution

18.1 Governing Law

18.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in New Delhi.

18.2 Amicable Settlement:

18.2.1 A DIC, ISTS Licensee or CTU is entitled to raise any claim, dispute or



difference of whatever nature arising under, out of or in connection with this Agreement by giving a written notice to the other Party, which shall contain:

- (a) a description of the Dispute;
- (b) the grounds for such Dispute; and
- (c) all written material in support of its claim.

18.2.2 The Party against which the Dispute has been raised ("Party in Dispute") shall, within thirty (30) days of issue of notice issued under Article 18.2.1, furnish:

- (a) counter-claim and defenses, if any, regarding the Dispute; and
- (b) all written material in support of its defenses and counter-claim.

18.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 18.2.1 if the Party in Dispute does not furnish any counter claim or defense under Article 18.2.2, or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 18.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 18.3.

18.2.4 The CTU may involve the concerned ISTS Licensee or the concerned DIC in case the dispute is originated due to actions/ performance of such ISTS Licensee or DIC. The ISTS Licensees and the DICs are obligated to provide any support that the CTU may require in that regard.

18.3 Dispute Resolution

18.3.1 Where any Dispute arises from a claim made by any Party regarding any provisions of this Agreement, such Dispute shall be submitted for adjudication by the CERC.

18.3.2 The obligations of the DICs under this Agreement towards the CTU or ISTS Licensees shall not be affected in any manner by reason of inter-se disputes amongst the DICs or ISTS Licensees.



18.3.3 Where any dispute is directed by CERC to be determined by Arbitration, the matter shall be determined by such persons as the CERC may nominate in that behalf on the application of the Party. In respect of all other purpose of the Arbitration proceeding, the provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

18.3.3.1 The place of Arbitration shall be New Delhi. The language of the Arbitration shall be English.

18.3.3.2 Courts at New Delhi shall have exclusive jurisdiction.

18.4 Continuity in Performance of Obligations

18.4.1 Notwithstanding the existence of any Dispute and difference referred to the Commission or the Arbitration Tribunal, as provided in Article 18.3 and save as the Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Party who raised the Dispute pursuant to Article 18.2.1 and the Party in Dispute hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

19.0 Representations and Warranties

19.1 Representation and warranties of the DICs

19.1.1 Each DIC hereby represents and warrants to and agrees with the CTU and the ISTS Licensees as follows and acknowledges and confirms that the CTU and the ISTS Licensees are relying on such representations and warranties in connection with the transactions described in this Agreement:

19.1.1.1 It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

19.1.1.2 This Agreement is enforceable against the DIC in accordance with its terms;

19.1.1.3 The consummation of the transactions contemplated by this Agreement on the part of DIC will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any



charter, mortgage, deed of trust or lien, lease, agreement, license permit, evidence of indebtedness, restriction, or other contract to which the DIC is a party or to which the DIC is bound, which violation, default or power has not been waived;

19.1.1.4 The DIC is not insolvent and no insolvency proceedings have been instituted, nor threatened in writing or pending by or against the DIC; and

19.1.1.5 There are no actions, suits, claims, proceedings or investigations pending or, to the best of the DIC's knowledge, threatened in writing against the DIC at law, in equity, or otherwise, and whether civil or criminal in nature before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially and adversely affect its ability to comply with its obligations under this Agreement.

19.1.2 Each of the DICs makes all the representations and warranties above to be valid as on the date of this Agreement.

19.2 Representation and warranties of the ISTS Licensees:

19.2.1 Each ISTS Licensee hereby represents and warrants to and agrees with the CTU and the DICs as follows and acknowledges and confirms that the DICs are relying on such representations and warranties in connection with the transactions described in this Agreement:

19.2.1.1 It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

19.2.1.2 This Agreement is enforceable against the ISTS Licensee in accordance with its terms;

19.2.1.3 The consummation of the transactions contemplated by this Agreement on the part of the ISTS Licensee will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any



Handwritten signature or initials.



charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the ISTS Licensee is a party or to which the ISTS Licensee is bound which violation, default or power has not been waived;

- 19.2.1.4 The ISTS Licensee is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the ISTS Licensee; and
- 19.2.1.5 There are no actions, suits, claims, proceedings or investigations pending or, to the best of the ISTS Licensee's knowledge, threatened in writing against the ISTS Licensee at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement.
- 19.2.2 Each of the ISTS Licensees makes all the representations and warranties above to be valid as on the date of this Agreement.

20.0 Indemnification

20.1 Indemnification by the DICs and ISTS Licensees

- 20.1.1 The DICs and ISTS Licensees agree to indemnify and hold the CTU harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind including any tax liability, interest, cost, fee, or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in connection with or arising out of exercise of CTU's obligations of billing and collection of transmission charges on behalf of ISTS Licensees pursuant to and in accordance with this Agreement.



20.2 Indemnity to Survive Termination

20.2.1 The obligations of the DICs and ISTS Licensees under Clause 20.0 shall survive the termination of this Agreement.

INWITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVE AS OF THE DATE AND PLACE AS HEREIN AFTER APPEARING

WITNESS:

Signature: Jasbir Singh
Name: जसबीर सिंह
Jasbir Singh
Designation: उप महाप्रबंधक, (व्यावसायिक)
Dy. General Manager (Commercial)
Address :

For and on behalf of Power Grid Corporation of India Ltd. (Central Transmission Utility) at Gurgaon on.....
Signature: N.K. Jain
Name: नीलम कान्त जैन N.K. JAIN
महाप्रबंधक, (व्यावसायिक) / General Manager (Commercial)
Designation: पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
Power Grid Corporation of India Ltd.
प्लॉट नो-2, सेक्टर-29, गुरुग्राह-122 001 (हरियाणा)
Address : Plot No.2, Sector-29, Gurgaon-122 001 (HARYANA)

Signature: Rahul Sharma
Name: Rahul Sharma
Designation: Sr. Manager
Address :

For and on behalf of Adani Power Ltd. at Gurgaon on.....
Signature: M.R. Krishna Rao
Name: M.R. KRISHNA RAO
Designation: Vice-President
Address :



RD

Schedule - I**1.1 Parties to the Agreement:**

S. No.	Name	Category (ISGS/ STU/ SEB/ Bulk Consumer, etc)	Address of Registered Office	Telephone/ Mobile No./ e-mail/ FAX
1	Adani Power Limited	ISTS LICENSEE	Adani Power Ltd Shikhar Nr. Mithakhali Circle Navrangpura Ahmedabd-380 009 Gujarat India	Tel.- +91 79 255 7555 Mob.- 09099005556 Email- info@adani.com Fax-+91 79 2555 7177
2	Power Grid Corporation of India Ltd.	CTU	B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi- 110016	Tel.-0124-2571962 Mob,-09810281063 Email- sgupta@powergridindia.com Fax-0124-2571989

1.2 List of Designated ISTS Customers (DICs)

List of DICs who have signed TSA shall be notified on the website of POWERGRID for the information of all concerned.

1.3 List of ISTS Licensees

List of ISTS Licensees who have signed TSA shall be notified on the website of POWERGRID for the information of all concerned.

1.4 Non-ISTS Licensee whose assets have been certified as being used for inter-State transmission by the RPCs.:

List of Non-ISTS Licensees whose assets have been certified as being used for inter-State transmission by RPCs and who have signed TSA shall be notified on the website of POWERGRID for the information of all concerned.

NOTE : The above lists shall be updated on half-yearly basis.

Schedule - II

1.0 Description of Transmission System

1.1 Existing Transmission System

The List of existing assets is displayed at the website of POWERGRID. This list gets updated on half yearly basis.

1.2 Deemed ISTS

List of assets owned by deemed ISTS is displayed at the website of POWERGRID. This list gets updated on half yearly basis at present.

1.3 ISTS Schemes under execution or New ISTS Schemes (to be inserted as and when developed)

A number of ISTS schemes are under execution and new ISTS schemes are under development stage, in line with the provisions of Regulation. On commissioning of such assets these will be included in the list of 1.1.



No. 3/1/2020-Trans
Government of India
Ministry of Power
Shram Shakti Bhawan, Rafi Marg,

New Delhi- 110001, Dated: 27th July, 2020

To

1. Chairperson, Central Electricity Authority, New Delhi.
2. COO, CTU-Plg, POWERGRID, Gurugram

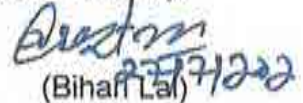
Sub: Extension to TSP/ Transmission Licensees for completion of under construction inter-state transmission projects

Sir,

I am directed to state that transmission utilities have pointed out that construction activities at various transmission project sites have been severely affected by the nationwide lockdown measures announced since 25th March, 2020 to contain outbreak of COVID-19 and have requested for extension of Scheduled Commercial Operation Date (SCOD) to mitigate the issues of disruption in supply chains and man power, caused due to outbreak of COVID-19 pandemic.

2. It has been, therefore, decided that;
 - i. All inter-state transmission projects, which were under construction as on date of lock-down i.e. 25th March 2020, shall get an extension of five months in respect of SCOD
 - ii. This order shall not apply to those projects, whose SCOD date was prior to 25th March 2020
 - iii. Start date of Long Term Access granted to a generator by CTU based on completion of a transmission line, whose SCOD is extended by 5 months due to COVID-19 as mentioned above at point (i), shall also be extended by 5 months.
3. This issues with the approval of Competent Authority.

Yours faithfully,


(Bihari Lal)

Under Secretary (Trans)
Tele Fax: 011-23325242
E-mail: transdesk-mop@nic.in

Copy to:

- (1) Secretary, M/o New and Renewable Energy — with a request to consider granting similar 5 months extension of SCOD for RE projects in order to synchronise commissioning of transmission projects with RE generators
- (2) CMD, POWERGRID, Gurugram, Haryana.

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F. No. 3/1/2020-Trans
 भारत सरकार / Government of India
 विद्युत मंत्रालय / Ministry of Power
 (पारेषण प्रभाग / Transmission Division)

श्रम शक्ति भवन, रफी मार्ग, नई दिल्ली- 110001
 Shram Shakti Bhawan, Rafi Marg, New Delhi-110001

दिनांक: 12 जून, 2021

To,

1. Chairperson, Central Electricity Authority, New Delhi
2. COO, CTU, POWERGRID, Gurugram, Haryana.

Subject: Extension to TSP / Transmission Licensees for completion of under construction inter-state transmission projects - reg.

Sir,

I am directed to state that transmission utilities have approached this Ministry stating that construction activity at various transmission projects sites have been severely affected by the current second wave of COVID-19 pandemic and various measures taken by State/UT Governments to contain the pandemic; such as night curfew, imposition of Section 144, weekend lockdown and complete lockdown. In this regard they have requested for extension of Scheduled Commercial Operation Date (SCOD) for the undergoing Transmission projects to mitigate the issues of disruption in supply chains and manpower, caused due to COVID-19 pandemic.

2. The matter has been examined in the Ministry and it has been noted that unlike last year complete lock-down in the entire Country, this time different States/UTs have ordered lock-down in their States/UTs as per their own assessments. Therefore, after due consideration, it has been decided that;

- i. All inter-state transmission projects which are under construction with SCOD coming after 01 April, 2021 shall get an extension of three (3) months in respect of their SCOD;
 - ii. The commencement date of Long Term Access (LTA) to a generator by CTU based on completion of a transmission line, whose SCOD is extended by three (3) months due to COVID-19 as mentioned above at point (i), shall also be automatically extended by three (3) months.
3. This issues with the approval of the Competent Authority.

Yours faithfully,

(बिहारी लाल) 12/6/2021

अवर सचिव, भारत सरकार
 टेलीफैक्स: 2332 5242

ई-मेल: transdesk-mop@nic.in

Copy to:

1. Secretary, M/o New and Renewable Energy – with a request to consider granting similar three (3) months extension of SCOD for RE projects in order to synchronise commissioning of transmission projects with RE generators
2. CMD, POWERGRID, Gurugram, Haryana

✓

Scheduled Outage Proposal for May 2021 to March 2022 - NRPC System

Annexure - 4

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Sr. No.	Voltage	Line/Equipment Names	From Date	From Time	To Date	To Time	Basis	Reason	Agency	Approval status
1	400KV	400 KV Adani-Dhanonda Ckt-2	3/May/21	8:00	31/May/21	18:00	Continuous	For Erection of series reactor in Adani-Dhanonda Ckt-2	ATIL	Rejected
2	400KV	400 KV Adani-Dhanonda Ckt-1	1/Jul/21	8:00	28/Jul/21	20:00	Continuous	Continuous Shut Down Required for Completion of all Erection activities for Line -1	ATIL	Rejected
	400KV	400 KV Adani-Dhanonda Ckt-1	16/Aug/21	8:00	13/Sep/21	20:00	Continuous	Continuous Shut Down Required for Completion of all Erection activities for Line -1	ATIL	Rejected
4	400KV	400 KV Adani-Dhanonda Ckt-1	2/Sep/21	8:00	30/Sep/21	20:00	Continuous	Shutdown required for Testing and commissioning of Line - 1	ATIL	Rejected
6	400KV	400 KV Adani-Dhanonda Ckt-1	2/Oct/21	8:00	30/Oct/21	20:00	Continuous	Continuous Shut Down Required for Completion of all Erection activities for Line -1	ATIL	Rejected
9	400KV	400 KV Adani-Dhanonda Ckt-1	2/Nov/21	8:00	30/Nov/21	20:00	Continuous	Continuous Shut Down Required for Completion of all Erection activities for Line -1	ATIL	Approved
10	400KV	400 KV Adani-Dhanonda Ckt-2	1/Dec/21	8:00	22/Dec/21	20:00	Continuous	Erection & Commissioning of 400 KV MAHINDERGARH(APL)-DHANODA(HV) (ATIL) CKT-2. Equipments/GIS with Series Reactor in Line	ATIL	Approved
11	400KV	400 KV Adani-Dhanonda Ckt-1	24/Dec/21	8:00	31/Dec/21	20:00	Continuous	Connection of New equipments with existing 400 KV MAHINDERGARH(APL)-DHANODA(HV) (ATIL) CKT-1.& commissioning with Series Reactor in Line	ATIL	Rejected
13	400KV	400 KV Adani-Dhanonda Ckt-1	1/Feb/22	8:00	15/Feb/22	18:00	Continuous	Continuous shutdown required for completion of all erection activities of New 12 ohm Series Reactor for 400 KV MAHINDERGARH(APL)-DHANODA(HV) (ATIL) CKT-1.	ATIL	Approved
14	400KV	400 KV Adani-Dhanonda Ckt-2	16/Feb/22	8:00	28/Feb/22	18:00	Continuous	Continuous shutdown required for completion of all erection activities of New 12 ohm Series Reactor for 400 KV MAHINDERGARH(APL)-DHANODA(HV) (ATIL) CKT-2.	ATIL	Approved
15	400KV	400 KV Adani-Dhanonda Ckt-2	1/Mar/22	8:00	11/Mar/22	18:00	Continuous	Continuous shutdown required for Commissioning and Testing Activities of New 12 ohm Series Reactor for 400 KV MAHINDERGARH(APL)-DHANODA(HV) (ATIL) CKT-2.	ATIL	Approved
16	400KV	400 KV Adani-Dhanonda Ckt-1	12/Mar/22	8:00	22/Mar/22	18:00	Continuous	Continuous shutdown required for Commissioning and Testing Activities of New 12 ohm Series Reactor for 400 KV MAHINDERGARH(APL)-DHANODA(HV) (ATIL) CKT-1.	ATIL	Approved

B

Appendix-I

PART-III

**TARIFF FILING FORMS (TRANSMISSION &
COMMUNICATION SYSTEM)**

**FOR DETERMINATION OF TARIFF
FY 2019-20 to FY 2023-24**

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INDEX

PART-III

Checklist of Forms and other information/ documents for tariff filing for Transmission System & Communication System

Form No.	Title of Tariff Filing Forms (Transmission & Communication System)	Tick
FORM- 1	Summary of Tariff	Y
FORM- 1A	Summary of Asset level cost	Y
FORM-2	Details of Transmission Lines and Substations and Communication System covered in the project scope and O&M for instant asset	Y
FORM-3	Normative parameters considered for tariff computations	Y
FORM- 4	Abstract of existing transmission assets/elements under project, Determination of Effective COD and Weighted Average Life for single AFC for the project as whole.	NA
FORM- 4A	Statement of Capital cost	NA
FORM- 4B	Statement of Capital Works in Progress	NA
FORM- 4C	Abstract of Capital Cost Estimates and Schedule of Commissioning for the New Project/Element	NA
FORM-5	Element wise Break-up of Project/Asset/Element Cost for Transmission System or Communication System	NA
FORM-5A	Break-up of Construction/Supply/Service packages	NA
FORM-5B	Details of all the assets covered in the project	NA
FORM- 6	Actual Cash Expenditure and Financial Package up to COD	Y
FORM- 7	Statement of Additional Capitalisation after COD	Y
FORM- 7A	Financing of Additional Capitalisation	Y
FORM- 7B	Statement of Additional Capitalisation during five year before the end of the useful life of the project.	NA
FORM- 8	Calculation of Return on Equity	Y
FORM-8A	Details of Foreign Equity	NA
FORM-9	Details of Allocation of corporate loans to various transmission elements	NA
FORM-9A	Details of Project Specific Loans	NA
FORM-9B	Details of Foreign loans	NA
FORM-9C	Calculation of Weighted Average Rate of Interest on Actual Loans	Y
FORM-9D	Loans in Foreign Currency	NA
FORM-9E	Calculation of Interest on Normative Loan	Y
FORM- 10	Calculation of Depreciation Rate	Y
FORM- 10A	Statement of Depreciation	Y
FORM- 10B	Statement of De-capitalisation	NA
FORM- 11	Calculation of Interest on Working Capital	Y
FORM- 12	Details of time over run	NA
FORM- 12A	Incidental Expenditure during Construction	NA
FORM- 12B	Calculation of IDC & Financing Charges	NA
FORM- 13	Breakup of Initial spares	NA
FORM- 14	Non-Tariff Income	NA
FORM- 15	Summary of issue involved in the petition	Y
FORM A	Summary of Capital Cost & Annual Fixed Cost (AFC) Claimed for ALL the assets covered in the present petition.	Y
Other Information/ Documents		
Sl. No.	Information/Document	Tick
1	Certificate of incorporation, Certificate for Commencement of Business, Memorandum of Association, & Articles of Association (For New Project(s) setup by a company making tariff application for the first time to CERC)	NA
2	Region wise and Corporate audited Balance Sheet and Profit & Loss Accounts with all the Schedules & annexures for the new Transmission System & Communication System for the relevant years.	NA
3	Copies of relevant loan Agreements	NA
4	Copies of the approval of Competent Authority for the Capital Cost and Financial package.	NA
5	Copies of the equity participation agreements and necessary approval for the foreign equity.	NA
6	Copies of the BPTA/PPA with the beneficiaries, if any	NA
7	Detailed note giving reasons of cost and time over run, if applicable List of supporting documents to be submitted: a. Detailed Project Report b. CPM Analysis c. PERT Chart and Bar Chart d. Justification for cost and time Overrun	NA
8	Transmission Licensee shall submit copy of Cost Audit Report along with cost accounting records, cost details, statements, schedules etc. for the transmission system as submitted to the Govt. of India for first two years i.e. 2019-20 and 2020-21 at the time of mid-term true-up in 2021- 22 and for balance period of tariff period 2019-24 at the time of final true-up in 2024-25. In case of initial tariff filing the latest available Cost Audit Report should be furnished.	NA
9	BBMB is maintaining the records as per the relevant applicable Acts. Formats specified herein may not be suitable to the available information with BBMB. BBMB may modify formats suitably as per available information to them for submission of required information for tariff purpose.	NA
10.	Any other relevant information, (Please specify)	

Note: Electronic copy of the petition (in word format) and detailed calculation as per these formats (in excel format) and any other information submitted shall also be furnished in the form of CD/Floppy disc.

Summary of Tariff

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 KV DIC Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

Sr. No.	Particulars	Form No	2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7	8
1.1	Depreciation	Form 10A	-	-	1.30	253.85	269.62
1.2	Interest on Loan	Form 9E	-	-	2.29	428.94	421.96
1.3	Return on Equity ¹	Form 8	-	-	1.39	270.90	287.72
1.4	Interest on Working Capital	Form 11	-	-	0.07	12.51	12.81
1.5	O & M Expenses	Form 2	-	-	-	-	-
	Total		-	-	5.05	966.20	992.11

Note: This Form is a summary form and the Data to this form should flow from other base forms.

B

Bundelia

Petitioner

Summary of Tariff

12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line
Circuit-I & II at Mohindergarh end

Name of the transmission Asset:

(Amount in Rs. Lakh)

A) Summary of Capital Cost, Means of Finance of the Asset

Particulars	Summary of Actual / Projected Capital Expenditure incurred						
	As on 31.03.2019	2019-20	2020-21	2021-22	2022-23	2023-24	As on 31.03.2024
Transmission Line	-	-	-	-	-	-	-
Substation equipments	-	-	-	4,509	597	-	5,106
Free hold Land	-	-	-	-	-	-	-
Leasehold Land	-	-	-	-	-	-	-
PLCC	-	-	-	-	-	-	-
Furniture / Fixture	-	-	-	-	-	-	-
Building & Civil Works	-	-	-	-	-	-	-
Office Equipments	-	-	-	-	-	-	-
Total	-	-	-	4,509	597	-	5,106

Pramod

Petitioner

Details of Transmission Lines, Substations and Communication System covered in the present Form and O&M for instant year*

Name of the transmission Asset: 13-ohm Series Line Reactor in 400 kV D/C Mohindergarh Diamonds line Circuit-I & II at Mohindergarh and

1) Transmission Lines

Sl. No.	Name of line	Type of line AC/HVDC	AC or DC	No. of Sub-Conductors	Voltage level kV	Line length KM	Line length O&M	Date of Commercial operation	Covered in the present petition	
									Yes/No	If No, Petition No.

Summary:

O&M Expenses for Transmission lines covered in the instant petition	2019-20	2020-21	2021-22	2022-23	2023-24
Normative rate of O&M as per Regulation - Double Circuit (Bundled conductor with four or more sub-conductors)	1.33	1.37	1.43	1.47	1.52
Length in km	-	-	-	-	-
O&M Claimed	-	-	-	-	-
Normative rate of O&M as per Regulation - Double Circuit (Twin & Triple Conductor)	0.88	0.91	0.93	0.98	1.01
Length in km	-	-	-	-	-
O&M Claimed	-	-	-	-	-

2) Substations

Sl. No.	Name of Sub-station	Type of Substation	Voltage level kV	No. of Transformers/ Reactor SVC etc. (with capacity)	No. of Bays		MVA Capacity	Date of Commercial Operation	Covered in the present Petition	
					400 kV	400 kV			Yes/No	If No, petition No.
1	Mohindergarh Dvishdyand	AC	400kV	12 ohm Series Line reactors in mohindergarh-diamonds 400kV D/C Line (Ckt-I) at Mohindergarh and	0	-	-	30-Mar-12	Y	-
2	Mohindergarh Dvishdyand	AC	400kV	11 ohm Series Line reactors in mohindergarh-diamonds 400kV D/C Line (Ckt-II) at Mohindergarh and	11	-	-	30-Mar-12	Y	-

Summary:

O&M Expenses for substation covered in the instant petition	2019-20	2020-21	2021-22	2022-23	2023-24
Normative rate of O&M as per Regulation	2,468.00	2,533.00	2,613.00	2,718.00	2,834.00
NO. of HVDC substation	-	-	-	-	-
O&M Claimed	-	-	-	-	-
Normative rate of O&M as per Regulation	32.15	33.28	34.43	35.66	36.91
No. of Bays	-	-	-	-	-
O&M Claimed	-	-	-	-	-
Normative rate of O&M as per Regulation	0.36	0.37	0.38	0.40	0.41
MVA Capacity	-	-	-	-	-
O&M Claimed	-	-	-	-	-

Note: 1. Number of bays is inclusive of line bays, ICT bays, reactor bays etc. Each ICT bays, line bays, reactor bays shall be considered separately for purpose of O&M expenses.
2. The MVA Capacity shall exclude the capacity of reactor, FB, Bus Cou.



J) Communication System:

S. No.	Name of Communication System	Type of Communication System	Technical Particulars	Number/ Length	Date of Commercial Operation	Covered in the present Petition	
						Yes/No	If No, Petition No.

S. No.	Name of Communication System	Type of Communication System	Technical Particulars	Number/ length	Date of Commercial operation	Covered in the present petition	If No, petition No.

Summary:

O&M Expenses for the Communication System covered in the instant	2019-20	2020-21	2021-22	2022-23	2023-24
O&M expenses as per regulations	2.0% of the original project cost	2.0% of the original project cost	2.0% of the original project cost	2.0% of the original project cost	2.0% of the original project cost
Estimated O&M Expense	-	-	-	-	-
The original project cost / Asset related to the communication system	-	-	-	-	-

J) Summary of O&M Expenses claim:

Sr. No.	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
A) Alternative O&M:						
	Transmission Line	-	-	-	-	-
	Substation	-	-	-	-	-
	Communication system	-	-	-	-	-
	Total Alternative O&M	-	-	-	-	-
B) O&M Claimed under Regulation 35 (1)(c)						
	Security Expense	-	-	-	-	-
	Capital Spares consumed	-	-	-	-	-
	Total	-	-	-	-	-
	Total O&M Expenses claimed	-	-	-	-	-

Note: The security expenses and Capital Spares are to be submitted on estimated basis for the purpose of O&M expenses. In case of additional security deployed, the petitioner shall indicate the same. The actual security and Capital Spares expenses to be provided at the time of use up.

Prudencia
Prudencia

21

Normative Parameters considered for tariff calculations

Name of the transmission Asset:

12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line
Circuit-I & II at Mohindergarh end

Particulars	Unit	Year Ending March				
		2019-20	2020-21	2021-22	2022-23	2023-24
I	2	4	5	6	7	8
Base Rate of Return on Equity	%	15.50%	15.50%	15.50%	15.50%	15.50%
Base Rate of Return on Equity on Additional Capitalization after Cut-off Date ¹	%					
Tax Rate	%	17.472%	17.472%	17.472%	17.472%	17.472%
Effective Tax Rate ²						
Grossed-up Rate of Return on Equity	%	18.78%	18.78%	18.78%	18.78%	18.78%
Target Availability - HVDC System	%	95%	95%	95%	95%	95%
Target Availability - AC System	%	98%	98%	98%	98%	98%
Normative O&M per km	Rs. Lakh	As shown in Form 2				
Normative O&M per bay	Rs. Lakh					
Normative O&M per MVA	Rs. Lakh					
Spare for WC as % of O&M	%	15%	15%	15%	15%	15%
Receivables in Days for WC	Days	45	45	45	45	45
Bank Rate as on first day of financial year ³	%	0.00%	0.00%	10.50%	10.50%	10.50%
Lapsed life as on 01.04.2019 and beginning of every year (in completed years)	No. of years	-	-	-	1.00	2.00

1. The additional capitalization on account of Change-in-Law to be excluded and To be equivalent to Weighted Average Rate of Loan in accordance with first Proviso to Regulation 30.

2. To be supported by necessary documents and calculations. Effective tax rate is to be computed in accordance with Regulation 31 i.e. actual tax (or estimated tax)/gross income, where gross income refers the profit before tax.

3. For Tariff Petition, it should be 1.4.2019, while for True-up Petition, it should be 1st April of the respective financial years.



Petitioner



Abstract of existing transmission assets/elements under project, Determination of Effective COD and Weighted Average Life for single AEC for the project as whole

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhamuda line Circuit-I & II at Mohindergarh end

(Amount in Rs. Lakh)

A) Details of All the Asset Covered under the Scope of the Project

Asset No. & Asset Name description	COD Considered for Tariff	Effective COD for the project as whole (Refer C)	Weighted Average useful life of the Project	Lapsed useful Life of the project as on 01-04-2019	Balance useful Life of the Project as on 01.04.2019
±300 kV bipole Mundra-Mohindergarh, 400 kV D/C Mohindergarh-Bhiwani (PG) & Mohindergarh-Dhanonda Transmission line with associated substations and other equipments	3/30/2022	3/30/2022	-	-	-

B) Details as on 01-04-2019 for determination of Single Tariff for the Projects Commissioned prior to 01.04.2019

Particulars as on 31-03-2019 after true up of 2014-19 Period	Asset - 1	
	Total as on 01.04.2019 for the Project as a whole	
Capital Cost as on 31.03.2019		
Cumulative Depreciation as on 31-03-2019		
Debt Equity Ratio as on 31.03.2019		
Gross Equity for Normative ROI as on 31.03.2019		-
Gross Loan as on 31.03.2019		-
Cumulative Re-payment of Loan as on 31.03.2019		-

D) Weighted Average useful Life of the Project as whole

Particulars	Capital Cost as on 01-04-2019 after true up of 2014-19	Useful life	Weighted Cost
Freehold Land		0	-
Leasehold Land		25	-
Building & Civil Works		25	-
Furniture & Fixtures		25	-
Office Equipments		25	-
Transmission Line		25	-
Sub-Station		25	-
PLCC		15	-
Total			-

Weighted Average life = Total Weighted Cost/Total Combine Cost (Rounded off to get complete year)

E) Lapsed weighted average useful life of the project & Balance weighted average Useful life

This refers to the No. of completed years from the Effective COD till the last day of the previous tariff period (i.e. 31.03.2019)	
i) Effective COD	3/30/2022
ii) Last day of the previous tariff control period	3/31/2019
iii) No. of Completed years lapsed as on 01.04.2019 (ii)-(i)	-
iv) Remaining useful life (in year) (WAL-lapsed year)	-

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Petitioner

Statement of Capital Cost

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

(Rs. in Lacs)

Particulars	As on relevant date ¹				
	2019-20	2020-21	2021-22	2022-23	2023-24
Capital Cost					
A a) Opening Gross Block Amount (as on 1st April)	-	-	-	4,509.21	5,106.49
b) Amount of IDC, FC, FERV & Hedging cost included in A(a) above	-	-	-	458.00	630.28
c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in A(a)	-	-	-	-	-
B a) Addition in Gross Block Amount during the period	-	-	4,509.21	597.28	-
b) Amount of capital liabilities in B(a) above	-	-	4,051.21	425.00	-
b) Amount of IDC, FC, FERV & Hedging cost included in B(a) above	-	-	458.00	172.28	-
c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in B(a)	-	-	-	-	-
C a) Closing Gross Block Amount (as on 31st March)	-	-	4,509.21	5,106.49	5,106.49
b) Amount of IDC, FC, FERV & Hedging cost included in C(a) above	-	-	458.00	630.28	630.28
c) Amount of IEDC (excluding IDC, FC, FERV & Hedging cost) included in C(a)	-	-	-	-	-

(Rs. in Lacs)

Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Flow of liability for the Asset					
D Opening Balance of Liabilities	-	-	-	597.28	-
Add: Liability from ACE	-	-	597.28	-	-
Discharge of liability by payment and claimed as ACE	-	-	-	597.28	-
Reversal/ Cancellation	-	-	-	-	-
Closing Balance of Admitted Liability	-	-	597.28	-	-

Note: Above data are as per the Annual Audited Accounts.

1) Relevant date/s means date of COD of unit/s, station and financial year start date and end date



Petitioner

Statement of Capital Works in Progress

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV DVC Mohindergarh Dhaanoda line Circuit-I & II at Mohindergarh end

	(Rs. in Lacs)		
	As on relevant date ¹	Un-discharged Liabilities	Cash Basis
	Accrual Basis		
A a) Opening CWIP Amount as per books	-	-	-
b) Amount of capital liabilities in A(a) above	-	-	-
c) Amount of IDC, FC, FERV & Hedging cost included in A(a) above	-	-	-
B a) Addition/Adjustment in CWIP during the period	5,106.49	597.28	4,509.21
b) Amount of capital liabilities in B(a) above	4,476.21	425.00	4,051.21
c) Amount of IDC, FC, FERV & Hedging cost included in B(a) above	630.28	172.28	458.00
C a) Capitalization/Transfer to Fixed asset of CWIP Amount during the period	-	-	-
b) Amount of capital liabilities in C(a) above	-	-	-
c) Amount of IDC, FC, FERV & Hedging cost included in C(a) above	-	-	-
D a) Closing CWIP Amount as per books	5,106.49	597.28	4,509.21
b) Amount of capital liabilities in D(a) above	4,476.21	425.00	4,051.21
c) Amount of IDC, FC, FERV & Hedging cost included in D(a) above	630.28	172.28	458.00

1. Relevant date's means date of COD of unit's, station and financial year start date and end date.

P. Prasad
Petitioner

Abstract of Capital Cost Estimates and Schedule of Commissioning for the New projects

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

New Projects**Capital Cost Estimates**

Board of Director/ Agency approving the Capital cost estimates:	Rs. 50 Crore	
Date of approval of the Capital cost estimates:	11/21/2019	
	Present Day Cost	Completed Cost
Price level of approved estimates		
Foreign Exchange rate considered for the Capital cost estimates		
Capital Cost excluding IDC & FC		
Foreign Component, if any (In Million US \$ or the relevant Currency)	-	-
Domestic Component (Rs. lacs.)		4,476.21
Capital cost excluding IDC, FC, FERV & Hedging cost (Rs. Laes)		4,476.21
IDC, FC, FERV & Hedging cost		
Foreign Component, if any (In Million US \$ or the relevant Currency)	-	-
Domestic Component (Rs. lacs.)		630.28
Total IDC,FC, FERV & Hedging cost (Rs. Laes)		630.28
Rate of taxes & duties considered		
Capital cost Including IDC, FC, FERV & Hedging cost		
Foreign Component, if any (In Million US \$ or the relevant Currency)	-	-
Domestic Component (Rs. lacs)		5,106.49
Total Capital cost Including IDC & FC (Rs. Laes)		5,106.49
Schedule of Commissioning		
COD of element	30-Mar-22	30-Mar-22
COD of Unit-II/ Block-II		
COD of last Unit/ Block		

Note:

1. Copy of approval letter should be enclosed.
2. Details of Capital cost are to be furnished as per FORM-5 or 5A as applicable.
3. Details of IDC & Financing Charges are to be furnished as per FORM-12 (B).

P. Prasad
Petitioner

Element-wise Break-up of Project/Asset/Element Cost for Transmission System or Communication System

Name of the transmission Asset: 12-bus Series Line Reactors in 400 kV D/C Mahabharathi Diamonds line Circuit-I & II at Mahabharathi end

Sl.No	Break Down	Cost in Rs. Lakh								Admitted Cost	Capital Work in Progress as per Books of Account as on COD
		As per original Estimates	As per Revised Cost Estimates (if any)	Actual Capital Expenditure (Gross Block) as on COD as per Books of Account	The portion Capital cost included in col. 5 which is not eligible for transmission tariff (eg. Grant, other business etc.)	Projected/actual cost of Deferred work to be capitalized after COD but before cut-off date.	Variation between actual Cost and IA/RCE cost as on COD	Reasons for Variation	On-Discharge Liabilities included in Col. 5		
1	2	3	4	5	6	7	8 = (5 - 6 + 7) - (3 or 4)	9	10	11	12
A. TRANSMISSION LINE											
1.0	Preliminary works										
1.1	Design & Engineering										
1.2	Preliminary investigation, Right of way, fence clearance, PTCC, general civil works etc.										
1.3	Total Preliminary works										
2.0	Transmission Lines material										
2.1	Towers Steel										
2.2	Conductor										
2.3	Earth Wire										
2.4	Insulators										
2.5	Hardware Fittings										
2.6	Conductor & Earthwire accessories										
2.7	Spans										
2.8	Erection, Stringing & Civil works including foundation										
2.9	Total Transmission Lines material										
3.0	Taxes & Duties										
3.1	Custom Duty										
3.2	Other Taxes & Duties										
	Total Taxes & Duties										
	Total -Transmission lines										
B. SUBSTATIONS											
4.0	Preliminary works & land										
4.1	Design & Engineering										
4.2	Land										
4.3	Site preparation										
	Total Preliminary works & land										
5.0	Civil Works										
5.1	Control Room & Office Building including HVAC										
5.2	Township & Colony										
5.3	Roads and Drainage										
5.4	Foundation for structures			275.13			275.13				
5.5	Misc. civil works										
	Total Civil Works			275.13			275.13				
6.0	Substation Equipments										
6.1	Switchgear (CT,PT, Circuit Breaker, Isolator etc)										
6.2	Transformers										
6.3	Compensating Equipment Reactor, SVCs etc)			3,710.74		425.00	4,135.74				
6.4	Control, Relay & Protection Panel										
6.5	PLCC										
6.6	HYDC package										
6.7	Bus Bars conductors/insulators										
6.8	Outdoor lighting										
6.9	Emergency D.G. Set										
6.10	Grounding System										
6.11	Structure for switchyard										
	Total Substation Equipments			3,710.74		425.00	4,135.74				
7.00	Spans										
8.0	Taxes and Duties										
8.1	Custom Duty										
8.2	Other Taxes & Duties										
8.3	Total Taxes & Duties										
	Total (Sub-station)			3,985.87		425.00	4,410.87				
9.0	Communication System										
9.1	Preliminary Works										
9.2	Communication System Equipments										
9.3	Taxes and Duties										
	Total Communication System										
10.0	Cost of Plant & Machinery			3,985.87		425.00	4,410.87				
11.0	Construction and pre-commissioning expenses										
11.1	Site supervision & site admin etc.			65.24			65.24				

Element wise Break-up of Project/Asset/Element Cost for Transmission System or Communication System

Name of the transmission Asset:

12-core Series Line Reactors in 400 KV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

Sl.No.	Break Down	Cost in Rs. Lakh							Un-Discharge Liabilities included in Col. 5	Admitted Cost	Capital Work in Progress as per Books of Account as on COD
		As per original Estimates	As per Revised Cost Estimates (if any)	Actual Capital Expenditure (Gross Block) as on COD as per Books of Account	The portion Capital cost included in col. 8 which is not eligible for transmission tariff (eg. Grant, other business etc.)	Projected/actual cost of Deferred work to be capitalised after COD but before cut-off date	Variation between actual Cost and IA/RCE cost as on COD	Reasons for Variation			
1	2	3	4	5	6	7	8 = (5 - 6 + 7) - (3 or 4)	9	10	11	12
11.1	Tools and Plans										
11.2	Construction Insurance										
	Total Construction and pre commissioning expenses			65.34			65.34				
12.0	Overheads										
12.1	Establishment										
12.2	Audit & Accounts										
12.3	Contingency										
	Total Overheads										
13.0	IDC, FC, FERV & Hedging Cost										
13.1	Interest During Construction (IDC)			458.00		172.28	630.28				
13.2	Financing Charges (FC)										
13.3	Foreign Exchange Rate Variation (FERV)										
13.4	Hedging Cost										
	Total of IDC, FC, FERV & Hedging Cost			458.00		172.28	630.28				
14	Capital cost including IDC, FC, FERV & Hedging Cost			4,509.31		597.28	5,106.49				

Summary of Capital Cost as on COD

Particulars	Cost in Rs. Lakh								Un-discharged liability included in 8	Capital Cost on Cash basis for tariff as on COD / as on 01-04-2019
	Plant & Machinery Cost including initial spare but excluding IDC & IDC	Initial Spares Capitalised	IDC Capitalised	IDC Capitalised	Loan FERV	Gross Block as per books of Account as on COD	Deduction from Gross Block	Gross block meant for tariff as on COD / 01.04.2019 (after deductions)		
	1	2	3	4	5	6 = 1 + 2 + 3 + 5	7	8 = 6 - 7	9	10 = 8 - 9
Land (Freehold Land)										
Land (Leasehold)										
Building & Civil Works										
Transmission Line	4,051.21			458.00		4,509.21		4,509.21		4,509.21
Sub-Station										
P.T.C.										
Total Capital Cost as per Books of Account	4,051.21			458.00		4,509.21		4,509.21		4,509.21
Less: Un-discharged liabilities										
Total Capital Cost Claimed for tariff	4,051.21			458.00		4,509.21		4,509.21		4,509.21
% of IDC / IDC on the basis of (Plant & Machinery cost including initial spare as per Books of Account)										
Means of Finance										
Equity	1,213.36			349.82		1,563.21		1,563.21		1,563.21
Debt	2,837.85			108.18		2,944.00		2,944.00		2,944.00

1. In case of cost variation, a detailed note giving reasons of such variation should be submitted clearly indicating whether such cost over-run was beyond the control of the transmission licensee.
2. Separate details of free hold/lease hold land should be submitted.
3. Deduction from Gross Block includes the Grant Received as on COD, Gross block as on COD which pertains to other business, Adjustment of excess initial spare etc.
4. The capital cost as per books of accounts and liability should be supported by Auditor Certificate.

P. Prudhvi

Petitioner

Financial Package upto COD

Name of the transmission Asset:

12-olm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

A) Actual Cash Expenditure upto COD

Rs. Lakhs

Particulars	Oct 20 to Dec 20	Jan 21 to Mar 21	Apr 21 to Jun 21	Jul 21 to Sep 21	Oct 21 to Dec 21	Jan 22 to Mar 22
Actual Payment to contractors/ suppliers during the quarter	339.40	764.10	2,400.40	428.99	29.13	515.17
Cumulative Cash payments at the end of the Quarter	339.40	1,103.49	3,503.90	3,932.89	3,962.02	4,477.18
% of cumulative cash Payment on Total Payment up to Actual COD	8%	25%	78%	88%	88%	100%

B) Financial Package

(Rs. Lakh)

1	Financial Package as Approved		Financial Package as on COD*		As Admitted on COD	
	Currency and Amount ¹		Currency and Amount ²		Currency and Amount ³	
	2	3	4	5	6	7
Loan	INR	NA	INR	2,944.00	INR	
Equity-	INR	NA	INR	1,565.21	INR	
Total Equity	INR	NA	INR	1,565.21	INR	-
Debt:Equity Ratio				66.34		
Additional Capitalization						
	Normative					
Add Cap for 2019-20						
Debt						
Equity						
Total						
Add Cap for 2020-21						
Debt						
Equity						
Total						
Add Cap for 2021-22						
Debt						
Equity						
Total						
Add Cap for 2022-23						
Debt						
Equity		597.28				
Total		597.28				
Add Cap for 2023-24						
Debt		-				
Equity		-				
Total		-				

* Normative D:E considered as on 01.10.2013.

** Actual D:E ratio is 69.57:30.43

Note:

* Say Rs. 800 Lakh + US\$ 5m = Rs. 4300 Lakh including US\$5m at an exchange rate of US\$=Rs. 70.

For Example: US\$5m, etc.

\$ In case of foreign loans exchange rate considered on date of commercial operation.



Petitioner:

PART-III
FORM-7Statement of Additional Capitalisation after COD

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

Commercial Operation Date: 30-Mar-22

A) ACE for the year : _____ @ (Actual/Projected)

(Amount in Rs. Lakh)

FY 2022-23				
Particulars	Addition into Gross Block as per Books of Account during the year	Less: Deductions during the year towards	Add: Discharge of earlier admitted liability	ACE on cash basis for tariff purpose
1	2	3		
Freehold Land	-	-	-	-
Leasehold Land	-	-	-	-
Building & Civil Works	-	-	-	-
Furniture & Fixtures	-	-	-	-
Office Equipments	-	-	-	-
Transmission Line	597.28	-	-	597.28
Sub-Station	-	-	-	-
PLCC	-	-	-	-
Total	597.28	-	-	597.28

FY 2023-24				
Particulars	Addition into Gross Block a during the year	Less: Deductions during the year towards	Add: Discharge of earlier admitted liability	ACE on cash basis for tariff purpose
Freehold Land	-	-	-	-
Leasehold Land	-	-	-	-
Building & Civil Works	-	-	-	-
Furniture & Fixtures	-	-	-	-
Office Equipments	-	-	-	-
Transmission Line	-	-	-	-
Sub-Station	-	-	-	-
PLCC	-	-	-	-
Total	-	-	-	-

B) Regulation wise ACE claim on Cash basis

Regulation No	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
Reg. 26	ACE beyond the original scope:					
26 (1) (a)	Liabilities to meet award of arbitration etc.					
26 (1) (b)	Change in law or compliance of any existing law;					
26 (1) (c)	Force Majeure Events;					
26(1) (d)	Need for higher security and safety of the plant.				597.28	-
Total Under Regulation 26					597.28	-

Note:

- In case the true up, provide the ACE allowed in final tariff and enclose the copy of the tariff order(s).
- Year wise details of the Work/Equipment proposed to be added after COD upto Cut-off Date/ beyond Cut-off Date has to be provided along with justification.

In case of de-capitalisation of assets details to be furnished in Form 10B.



(Petitioner)

Financing of Additional Capitalisation

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

Financial Year	Actual/Projected				Admitted				(Amount in Rs. Lakh)			
	2019-20	2020-21	2021-22	2022-23	2023-24	2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	2023-24
1	2	3	4	5	6	8	9	10	11	12		
Amount capitalised in Work/Equipment	-	-	-	597.28	-	-	-	-	-	-	-	-
Financing Details												
Loan	-	-	-	-	-	-	-	-	-	-	-	-
Total Loan	-	-	-	-	-	-	-	-	-	-	-	-
Equity *	-	-	-	597.28	-	-	-	-	-	-	-	-
Total Equity	-	-	-	597.28	-	-	-	-	-	-	-	-
Others	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	597.28	-	-	-	-	-	-	-	-

Note:

1 Year 1 refers to Financial Year of COD in case of new elements. For existing elements it is from 2014-15 and Year 2, Year 3 etc. are the subsequent financial years respectively.

2 Loan details for meeting the additional capitalisation requirement should be given as per FORM-9 or 9(A) whichever is relevant.

*Includes equity brought through reserves and surplus and internal cash accruals

Bhusela

(Petitioner)

Calculation of Return on Equity at Normal Rate

Name of the transmission Asset:

12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line
Circuit-I & II at Mohindergarh end

(Amount in Rs. Lakh)

S.No.	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
1	2	3	4	5	6	7
	No. of Days in the year	366	365	365	365	366
	No. of days for which tariff claimed	0	0	2	365	366
	Opening Normative Equity	-	-	-	1,353	1,532
	Less: Adjustment in Equity*	-	-	-	-	-
	Adjustment during the year	-	-	-	-	-
	Net Opening Equity (Normal)	-	-	-	1,353	1,532
	Add: Increase in Equity due to addition during the year/period	-	-	1,353	179	-
	Less: Decrease due to de-capitalisation during the year	-	-	-	-	-
	Less: Decrease due to de-capitalisation during the year/period.	-	-	-	-	-
	Add: Increase due to discharges during the year/period	-	-	-	-	-
	Closing Normative Equity	-	-	1,353	1,532	1,532
	Average Normative Equity	-	-	676	1,442	1,532
	Rate of Return on Equity (Base Rate)	15.50%	15.50%	15.50%	15.50%	15.50%
	Reduced rate of 1% decided by commission under Regulation 30 (2) (if any)					
	Effective tax rate / MAT rate for the respective years	17.47%	17.47%	17.47%	17.47%	17.47%
	Rate of Return on Equity (Pre Tax)	18.78%	18.78%	18.78%	18.78%	18.78%
	Return on Equity on project cost till Cutoff date (Pre Tax)	-	-	1	271	288

Note: 1 Adjustment of equity as per Proviso to Regulation 18(3) of 2019 Tariff Regulations.

2. In respect to Equity infusion the Generating Company is required to substantiate with supporting documents such as board resolutions, balance sheet/ reconciliation statement with balance sheet.

R. V. V. V.
(Petitioner)

Details of Foreign Equity

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end
Exchange Rate on date/s of infusion

Sl	Financial Year (Starting from COD)	Year 1				Year 2				Year 3 and so on			
		2	3	4	5	6	7	8	9	10	11	12	13
		Date	Amount (Foreign Currency)	Exchange Rate	Amount (Rs.)	Date	Amount (Foreign Currency)	Exchange Rate	Amount (Rs.)	Date	Amount (Foreign Currency)	Exchange Rate	Amount (Rs.)
	Currency1 ¹												
A	1	At the date of infusion ²											
	2												
	3												
	4												
		Not Applicable											
	Currency2 ¹												
B	1												
	2												
	3												
		Not Applicable											
	Currency3 ¹												
A	1	At the date of infusion ²											
	2												
	3												
	4												
		Not Applicable											
	Currency4 ¹ & so on												
B	1	At the date of infusion ²											
	2												
	3												

¹ Name of the currency to be mentioned e.g. US \$, DM, etc. etc.

² In case of equity infusion more than once during the year, exchange rate at the rate of each infusion to be given

P. S. M. D. S.
Petitioner

Details of Allocation of corporate loans in various transmission elements

Name of the transmission Asset: 13-ohm Series Line Reactors in 400 KV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

(Amount in lacs)

Particulars	Package1	Package2	Package3	Package4	Package5	Remarks
1	2	3	4	5	6	7
Source of Loan ¹						
Currency ²						
Amount of Loan sanctioned						
Amount of Gross Loan drawn upto 31.03.2009/COD ^{3,4,5,11,12}						
Interest Type ⁶	Not Applicable					
Fixed Interest Rate, if applicable						
Base Rate, if Floating Interest ⁷						
Margin, if Floating Interest ⁸						
Are there any Caps/Floor ⁹	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	
If above is yes, specify caps/floor						
Moratorium Period ¹⁰						
Moratorium effective from						
Repayment Period ¹¹						
Repayment effective from						
Repayment Frequency ¹²						
Repayment Instalment ^{13,14}						
Base Exchange Rate ¹⁵						
Are foreign currency loan hedged?						
If above is yes, specify details ¹⁷						
Distribution of loan packages to various transmission elements						
Eastern Region						
Transmission element 1						
Transmission element 2 and so on						
Total						
Western Region						
Transmission element 1						
Transmission element 2 and so on						
Total						
Northern Region						
Transmission element 1						
Transmission element 2 and so on						
Total						
Southern Region						
Transmission element 1						
Transmission element 2 and so on						
Total						
North-Eastern Region						
Transmission element 1						
Transmission element 2 and so on						
Total						
RLDC						
TOTAL						

¹ Source of loan means the agency from whom the loan has been taken such as WB, ADB, WMB, PNB, SBI, ICICI, IFC, PPC etc.
² Currency refers to currency of loan such as US\$, DM, Yen, Indian Rupee etc.
³ Details are to be submitted as on 31.03.2009 for existing assets and as on COD for the remaining assets.
⁴ Where the loan has been refinanced, details in the Form is to be given for the loan refinanced. However, the details of the original loan is to be given separately in the Form.
⁵ If the Tariff in the petition is claimed separately for various transmission elements, details in the Form is to be given separately for all the transmission elements in the Form.
⁶ Interest type means whether the interest is fixed or floating.
⁷ Base rate means the base as PLR, LIBOR etc. over which the margin is to be added. Applicable base rate on different dates from the date of drawl may also be given.
⁸ Margin means the points over and above the floating rate.
⁹ At times caps/floor are put at which the floating rates are frozen. If such a condition exists, specify the limits.
¹⁰ Moratorium period refers to the period during which loan servicing liability is not required.
¹¹ Repayment period means the repayment of loan such as 7 years, 10 years, 25 years etc.
¹² Repayment frequency means the interval at which the debt servicing is to be done such as monthly, quarterly, half yearly, annual, etc.
¹³ Where there is more than one drawal/repayment for a loan, the date & amount of each drawal/repayment and its allocation may also be given separately.
¹⁴ If the repayment instalment amount and repayment date can not be worked out from the data furnished above, the repayment schedule to be furnished.
¹⁵ In case of Foreign loan date of each drawal & repayment alongwith exchange rate at that date may be given.
¹⁶ Base exchange rate means the exchange rate prevailing as on 31.03.2009 for existing assets and as on COD for the remaining assets.
¹⁷ In case of hedging, specify details like type of hedging, period of hedging, cost of hedging, etc.
¹⁸ At the time of truing up rate of interest with relevant reset date (if any) to be furnished separately.
¹⁹ At the time of truing up provide details of refinancing of loans considered earlier. Details such as date on which refinancing done, amount of refinanced loan, terms and conditions of refinanced loan, financing and other charges incurred for refinancing etc.

P. Sundarlin
Petitioner

Details of Project Specific Loans

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

(Amount in lacs)

Particulars	Package
1	2
Source of Loan ¹	ICD
Currency ²	INR
Amount of Loan sanctioned	2944
Amount of Gross Loan drawn upto 31.03.2012/COD ^{3,4,5,13,15}	
Interest Type ⁶	13.25%
Fixed Interest Rate, if applicable	Fixed Rate
Base Rate, if Floating Interest ⁷	NA
Margin, if Floating Interest ⁸	NA
Are there any Caps/Floor ⁹	NA
If above is yes, specify caps/floor	NA
Moratorium Period ¹⁰	NA
Moratorium effective from	NA
Repayment Period ¹¹	As per Agreement
Repayment effective from	As per Agreement
Repayment Frequency ¹²	As per Agreement
Repayment Instalment ^{13,14}	As per Agreement
Base Exchange Rate ¹⁶	NA
Are foreign currency loan hedged?	NA
If above is yes, specify details ¹⁷	NA

¹ Source of loan means the agency from whom the loan has been taken such as WB, ADB, WMB, PNB, SBI, ICICI, IFC, PFC etc.² Currency refers to currency of loan such as US\$, DM, Yen, Indian Rupee etc.³ Details are to be submitted as on 31.03.2009 for existing assets and as on COD for the remaining assets.⁴ Where the loan has been refinanced, details in the Form is to be given for the loan refinanced. However, the details of the original loan is to be given separately.⁵ If the Tariff in the petition is claimed separately for various transmission elements, details in the Form is to be given separately for all the transmission elements.⁶ Interest type means whether the interest is fixed or floating.⁷ Base rate means the base as PLR, LIBOR etc. over which the margin is to be added. Applicable base rate on different dates from the date of drawl may also be.⁸ Margin means the points over and above the floating rate.⁹ At times caps/floor are put at which the floating rates are frozen. If such a condition exists, specify the limits.¹⁰ Moratorium period refers to the period during which loan servicing liability is not required.¹¹ Repayment period means the repayment of loan such as 7 years, 10 years, 25 years etc.¹² Repayment frequency means the interval at which the debt servicing is to be done such as monthly, quarterly, half yearly, annual, etc.¹³ Where there is more than one drawal/repayment for a loan, the date & amount of each drawal/repayment may also be given separately.¹⁴ If the repayment instalment amount and repayment date can not be worked out from the data furnished above, the repayment schedule to be furnished.¹⁵ In case of Foreign loan date of each drawal & repayment alongwith exchange rate at that date may be given.¹⁶ Base exchange rate means the exchange rate prevailing as on 31.03.2009 for existing assets and as on COD for the remaining assets.¹⁷ In case of hedging, specify details like type of hedging, period of hedging, cost of heging, etc.¹⁸ At the time of truing up rate of interest with relevant reset date (if any) to be furnished separately.¹⁹ At the time of truing up provide details of refinancing of loans considered earlier. Details such as date on which refinancing done, amount of refinanced loan, and conditions of refinanced loan, financing and other charges incurred for refinancing etc.


Petitioner

Details of Foreign loans

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

Exchange Rate at COD
Exchange Rate as on 31.03.2019

(Amount in lacs)

Sl	Financial Year (Starting from COD)	Year 1			Year 2			Year 3 and so on					
		1	2	3	4	5	6	7	8	9	10	11	12
		Date	Amount (Foreign Currency)	Exchange Rate	Amount (Rs.)	Date	Amount (Foreign Currency)	Exchange Rate	Amount (Rs.)	Date	Amount (Foreign Currency)	Exchange Rate	Amount (Rs.)
	Currency1¹												
A. 1	At the date of Drawl ²												
	2 Scheduled repayment date of principal												
	3 Scheduled payment date of interest												
	4 At the end of Financial year												
B	In case of Hedging ³												
	1 At the date of hedging												
	2 Period of hedging												
	3 Cost of hedging												
		Not Applicable											
	Currency2¹												
A. 1	At the date of Drawl ²												
	2 Scheduled repayment date of principal												
	3 Scheduled payment date of interest												
	4 At the end of Financial year												
B	In case of Hedging ³												
	1 At the date of hedging												
	2 Period of hedging												
	3 Cost of hedging												
	Currency3¹ & so on												
A. 1	At the date of Drawl ²												
	2 Scheduled repayment date of principal												
	3 Scheduled payment date of interest												
	4 At the end of Financial year												
B	In case of Hedging ³												
	1 At the date of hedging												
	2 Period of hedging												
	3 Cost of hedging												

¹ Name of the currency to be mentioned e.g. US \$, DM, etc, etc.

² In case of more than one drawl during the year, Exchange rate at the date of each drawl to be given.

³ Furnish details of hedging, in case of more than one hedging during the year or part hedging, details of each hedging are to be given with supporting documents

Praveen
Petitioner

PART-III
FORM- 9C**Calculation of Weighted Average Rate of Interest on Actual Loans**

Name of the transmission Asset:

12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda
line Circuit-I & II at Mohindergarh end

(Rs. In Lakh)

Sl. no.	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
	2					
1	Inter-Company Deposit					
	Net loan - Opening	-	-	2,700	2,700	2,700
	Add: Drawal(s) during the Year	-	2,700	-	-	-
	Less: Repayment (s) of Loans during the year	-	-	-	-	-
	Net loan - Closing	-	2,700	2,700	2,700	2,700
	Average Net Loan	-	2,700	2,700	2,700	2,700
	Rate of Interest on Loan on derived basis based on interest paid divided by Average of Opening and Closing Balance of Loan		13.25%	13.25%	13.25%	13.25%
	Interest on loan	-	222.49	357.75	357.75	357.75
1	Inter-Company Deposit					
	Net loan - Opening	-	-	244	244	244
	Add: Drawal(s) during the Year	-	244	-	-	-
	Less: Repayment (s) of Loans during the year	-	-	-	-	-
	Net loan - Closing	-	244	244	244	244
	Average Net Loan	-	244	244	244	244
	Rate of Interest on Loan on derived basis based on interest paid divided by Average of Opening and Closing Balance of Loan		13.25%	13.25%	13.25%	13.25%
	Interest on loan	-	18.78	32.33	32.33	32.33
2	Total Loan					
	Net loan - Opening	-	-	2,944	2,944	2,944
	Add: Drawal(s) during the Year	-	2,944	-	-	-
	Less: Repayment (s) of Loans during the year	-	-	-	-	-
	Net loan - Closing	-	2,944	2,944	2,944	2,944
	Average Net Loan	-	2,944	2,944	2,944	2,944
	Interest on loan	-	241.27	390.08	390.08	390.08
	Weighted average Rate of interest on Loans		0.00%	13.25%	13.25%	13.25%

Note: 1. In case of Foreign Loans, the calculations in Indian Rupees is to be furnished as per Form 9(D). However, the calculation in original currency is also to be furnished separately in the same form.

2. In case of already commissioned combined assets the details may be provided asset wise as well as combined.

3. Details of Financing Charges.



Petitioner

Loans in Foreign Currency

Name of the transmission Asset:

12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

(Rs. in Laacs)

Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
1	3	4	5	6	7
Foreign Loan-1 (USD in Lakh) Exchange rate					
Gross loan - Opening					
Cumulative repayments of Loans upto previous year					
Net loan - Opening					
Add: Drawal(s) during the Year					
Less: Repayment (s)					
Net loan - Closing					
Average Net Loan					
Rate of Interest on Loan on annual basis					
Interest on loan					
Loan repayment effective from (date to be indicated)					
Foreign Loan-2 (USD in Lakh) Exchange rate					
Gross loan - Opening					
Cumulative repayments of Loans upto previous year					
Net loan - Opening					
Add: Drawal(s) during the Year					
Less: Repayment (s) of Loans during the year					
Net loan - Closing					
Average Net Loan					
Rate of Interest on Loan on annual basis					
Interest on loan					
Loan repayment effective from (date to be indicated)					



Petitioner

Calculation of Interest on Normative Loan

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

Particulars	(Amount in Rs. Lakh)					
	2019-20	2020-21	2021-22	2022-23	2023-24	
I	2	3	4	5	6	
Gross Normative loan - Opening	-	-	-	3,156	3,575	
Cumulative repayment of Normative Loan upto previous year	-	-	-	1	255	
Net Normative loan - Opening	-	-	-	3,155	3,319	
Increase/Decrease due to ACE/de- capitalization during the Year	-	-	3,156	418	-	
Repayments of Normative Loan during the year	-	-	1	254	270	
Net Normative loan - Closing	-	-	3,155	3,319	3,050	
Average Normative Loan	-	-	3,156	3,237	3,185	
Weighted average Rate of Interest of actual Loans	0.00%	13.25%	13.25%	13.25%	13.25%	
Interest on Normative loan for the Period/Year	-	-	2.29	428.94	421.96	

Note:

1. At the time of true-up net savings as a result of refinancing of loans may be provided along with adjustments of sharing.

P. Prasad

(Petitioner)

Calculation of Depreciation Rate

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanendra line Circuit-I & II at Mohindergarh end

(Amount in Rs. Lakh)						
Sl. no.	Name of the Assets ¹	Gross Block as on 31.03.2021	Additional Capitalization During FY 2021-22	Gross Block as on 31.03.2022	Depreciation Rates as per CERC's Depreciation Rate Schedule	Depreciation Amount for FY 2021-22
	1	2	3	4	5	6 th average(col.2,col.4) X Col.5
1	Transmission Line	-	-	-	5.28%	-
2	Substation equipments	-	4,509	4,509	5.28%	1.30
3	Free hold Land	-	-	-	0.00%	-
4	Leasehold Land	-	-	-	3.34%	-
5	PLCC	-	-	-	6.33%	-
6	Furniture / Fixture	-	-	-	6.33%	-
7	Civil Works & Building	-	-	-	3.34%	-
8	Office Equipments	-	-	-	6.33%	-
TOTAL		-	4,509	4,509	5.28%	1.30
Weighted Average Rate of Depreciation (%)						5.28%
Sl. no.	Name of the Assets ¹	Gross Block as on 31.03.2022	Additional Capitalization During FY 2022-23	Gross Block as on 31.03.2023	Depreciation Rates as per CERC's Depreciation Rate Schedule	Depreciation Amount for FY 2022-23
	1	2	3	4	5	6 th average(col.2,col.4) X Col.5
1	Transmission Line	-	-	-	5.28%	-
2	Substation equipments	4,509.21	597.28	5,106.49	5.28%	254
3	Free hold Land	-	-	-	0.00%	-
4	Leasehold Land	-	-	-	3.34%	-
5	PLCC	-	-	-	6.33%	-
6	Furniture / Fixture	-	-	-	6.33%	-
7	Civil Works & Building	-	-	-	3.34%	-
8	Office Equipments	-	-	-	6.33%	-
TOTAL		4,509	597	5,106	5.28%	254
Weighted Average Rate of						5.28%
Sl. no.	Name of the Assets ¹	Gross Block as on 31.03.2023	Additional Capitalization During FY 2023-24	Gross Block as on 31.03.2024	Depreciation Rates as per CERC's Depreciation Rate Schedule	Depreciation Amount for FY 2023-24
	1	2	3	4	5	6 th average(col.2,col.4) X Col.5
1	Transmission Line	-	-	-	5.28%	-
2	Substation equipments	5,106	-	5,106	5.28%	270
3	Free hold Land	-	-	-	0.00%	-
4	Leasehold Land	-	-	-	3.34%	-
5	PLCC	-	-	-	6.33%	-
6	Furniture / Fixture	-	-	-	6.33%	-
7	Civil Works & Building	-	-	-	3.34%	-
8	Office Equipments	-	-	-	6.33%	-
TOTAL		5,106	-	5,106	5.28%	270
Weighted Average Rate of						5.28%

Note:

1. Name of the Assets should conform to the description of the assets mentioned in Depreciation Schedule appended to the Notification.

(Petitioner)

Statement of Depreciation

Name of the transmission Asset:

12-olm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

(Amount in Rs. Lakh)

Sl. No.	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
(1)	(2)	(4)	(5)	(6)	(7)	(8)
1	Opening Capital Cost	-	-	-	4,509	5,106
2	Closing Capital Cost	-	-	4,509	5,106	5,106
3	Average Capital Cost	-	-	2,255	4,808	5,106
4	Freehold land	-	-	-	-	-
5	Rate of depreciation	0.00%	0.00%	5.28%	5.28%	5.28%
6	Depreciable value	-	-	4,058	4,596	4,596
7	Balance useful life at the beginning of the period					
8	Remaining depreciable value	-	-	4,058	4,595	4,341
9	Depreciation (for the period)	-	-	1	254	270
10	Depreciation (annualised)	-	-	1	254	270
11	Cumulative depreciation at the end of the period ⁵	-	-	1	255	525
12	Less: Cumulative depreciation adjustment on account of de-capitalisation	-	-	-	-	-
13	Net Cumulative depreciation at the end of the period	-	-	1	255	525

P. Prasad

(Petitioner)

Statement of De-capitalisation

Name of the trans 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

(Rs. in Lacs)

Sl. no.	Category	Date of Decapitalisation	Details of the Asset Decapitalised	Date / Year of capitalisation of asset/equipment being decapitalised	Original Capital Cost admitted for tariff for the asset being decapitalised	Debt Equity ratio considered on for tariff on the Capital cost at (5)	Cumulative Depreciation corresponding to decapitalised asset up to the date of decapitalisation	Cumulative Repayment of Loan corresponding to decapitalised asset up to the date of decapitalisation	Details of Petition in which the tariff of the asset being decapitalised was approved by Commission (Specify All the Pet. No. & Order date, Project name, Asset No for all the periods starting from its COD
1									
2									
3									
4									
5									
6									

Note: Category include

1. Replacement due to no usable condition like destroyed, completed useful life etc.
2. Replacement due to change in law.
3. Inter Unit transfer(transfer outside of the project)
4. Asset not put to use

P. Prudhvi

Petitioner

PART-III
FORM-11

Calculation of Interest on Working Capital

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

Sl.No.	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
1	2	4	5	6	7	8
1	O & M Expenses	-	-	-	-	-
2	Maintenance Spares	-	-	-	-	-
3	Receivables	-	-	1	119	122
4	Total Working Capital	-	-	1	119	122
5	Rate of Interest	0.00%	0.00%	10.50%	10.50%	10.50%
6	Interest on Working Capital	-	-	0	13	13

Purohita
(Petitioner)

**PART-III
FORM-12**

Details of time over run

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dharonda line Circuit-I & II at Mohindergarh end

S.No	Description of Activity/Works/Service	Original Schedule (As per Planning)		Actual Schedule (As per Actual)		Time Over-Run		Agency responsible and whether such time over run was beyond the control of the Transmission Licensee	Reasons for delay	Other Activity affected (Mention Sr No of activity affected)
		Start Date	Completion Date	Start Date	Completion Date	Months	Months			
1										
2										
3										
4										
5										
6										

(Rs. in Lacs)

1. Delay on account of each reason in case of time overrun should be quantified and substantiated with necessary documents and supporting workings.

Pramodh

Petitioner

Incidental Expenditure during Construction

Name of the transmission Asset: 12-ohm Series Line Reactors in 400 kV D/C Mohindergarh Dhanonda line Circuit-I & II at Mohindergarh end

S.No	Parameters	2019-20	2020-21	2021-22	2022-23	2023-24
A	Expenses:					
1	Employees' Remuneration & Benefits					
2	Finance Costs					
3	Water Charges					
4	Communication Expenses					
5	Power Charges					
6	Other Office and Administrative Expenses					
	Others (Please Specify Details)					
B	Total Expenses					
	Less: Income from sale of tenders					
	Less: Income from guest house					
	Less: Income recovered from Contractors					
	Less: Interest on Deposits					

Note: IEDC should be duly reconciled with the corresponding figures of Auditor's Certificate.

P. Prasad

Petitioner

Draw Down Schedule for Calculation of IDC & Financing Charge

Name of the Transmission Assets : 13-core Series Line Reactors in 400 KV D/C Mohindergarh Dhanoda line Circuit-I & II at Mohindergarh and

Interest during Construction: Foreign Loan

(Rs. in Lacs)

Sl. No.	Draw Down Particulars	Quarter 1			Quarter 2			Quarter n (COD)		
		Quantum in Foreign Currency	Exchange rate on Draw down date	Amount in Indian Rupees (Rs. Lakh)	Quantum in Foreign Currency	Exchange rate on Draw down date	Amount in Indian Rupees (Rs. Lakh)	Quantum in Foreign Currency	Exchange rate on Draw down date	Amount in Indian Rupees (Rs. Lakh)
1	Loans									
1.1	Foreign Loans									
1.1.1	Total Foreign Loans									
	Draw down Amount									
	IDC									
	Financing charges									
	Foreign Exchange Rate Variation									
	Hedging Cost									

Note:

- 1) Drawl of debt and equity shall be on pari-passu basis quarter wise to meet the commissioning schedule. Drawl of higher equity in the beginning is permissible
- 2) Applicable interest rates including reset dates used for above computation may be furnished separately
- 3) In case of multi element project details of capitalisation ratio used to be furnished

Interest during Construction: Domestic Loan

Sr. No.	Name of the Lender & Loan	Loan Type	Interest Type	Interest Frequency	Interest Due dates	Date of Infusion	Loan Principal Amount	Rate of Interest	COD	No. of Interest days
1	Loan from ATL	Project	Fixed	Quarterly		17-Aug-20	2,700	13.25%	30-Mar-22	391.00
2	Loan from ATL	Project	Fixed	Quarterly		1-Sep-20	244	13.25%	30-Mar-22	276.00
3										
4										
	Total						2,951			

Sr. No.	Name of the Lender & Loan	Interest upto COD	Adjustments if any	Capitalised IDC upto COD	Interest on Cash basis	Undischarge IDC Liability	Year 1 Discharge	Year 2 Discharge
1		11 = 7*6*10	12	13 = 11+12	14	15 = 13-14		
1	Loan from ATL	579	-	579	579	-		
2	Loan from ATL	51	-	51	51	-		
3								
4								
	Total	630	-	630	630	-		

- a) Loan Type (Project Specific loan/ Allocated loan)
- b) Interest type (Fixed / Floating)
- c) Interest payment frequency (Annual, Semi-Annual, Qtrly/Monthly etc)
- d) Interest on Cash basis (i.e. Interest Actually paid up to Actual COD)
- e) Un-Discharge IDC liability as on COD
- f) Discharge of IDC liability claimed as ACE in Year 1
- g) Discharge of IDC liability claimed as ACE in Year 2

Capitalised Finance Charges (Domestic Loan)

Sr. No.	Name of the Finance Charge	Whether one time payment/periodical payment ?	Basis of Payment	Date	Finance Charges paid/ Payable	Capitalised FC	Liabilities	FC on Cash basis
1								
	Total							

- 1) In case of Floating rate of Interest or multiple drawl of same loan or repayment during construction period, the petitioner has to provide a separate interest calculation for every such loans and the finally computed interest amount has to be shown in the above statement. The Applicable interest rates including reset dates used for above computation may be furnished separately
- 2) In case of re-payment if any made during the construction period, a separate calculation has to be enclosed for such loans and the final interest amount has to be shown in the above statement.
- 3) The date should be shown in DD/MM/YYYY format
- 4) In case of multi element project details of capitalization ratio used to be furnished.
- 5) If any of the debt fund infused prior to the zero date, the IDC is entitled only from the zero date.
- 6) Applicable interest rates including reset dates used for above computation may be furnished separately

P. Prasad

Petitioner

Details of Initial Spares

Name of the Transmission Assets : 13-ohm Series Line Reactors in 400 kV DC Mohabdegadh Dhaminda line Circuit I & II at Mohabdegadh and

Declared / Audited COD:

Cut-off Date of the Asset:

A) Determination of Excess initial spare and its adjustment from Capital Cost

Particulars	Plant and Machinery cost as on cut-off date	Initial Spares Capitalized as per Books of Account up to Cut-off Date					Ceiling limit as mentioned in Regulation 32	Excess Initial Spares as per Regulations	Excess of capitalized Initial Spares to be reduced from Capital cost	Adjustment of Excess Initial Spares from Capital cost of Plant and Machinery			
		As on COD	As ACE for Y1	As ACE for Y2	As ACE for Y3	Total as on Cut-off Date				COD	ACE for Y1	ACE for Y2	ACE for Y3
1	2	3	4	5	6	7	8	9	10=7-8	11	12	13	14
Transmission Line							1.00%						
Substation Green field							1.00%						
Substation Brown Field							0.00%						
Series Compensation devices and HVDC Station							1.00%						
GIS/S- Green field							5.00%						
GIS/S-Brown field							7.00%						
Communication System							3.00%						
Static Synchronous Compensator							0.00%						
Initial spare as per Books of Account													
On-Discharge liabilities included above													
Total Capitalized initial spare													

Note: 1) Plant and machinery cost as on cut-off Date for the purpose of initial spare (As computed in Col. 1 of the below table)
 2) The column 10 has to be shown as nil in case the claimed initial spare is within the ceiling limit.
 3) Total cost should be excluding IDC and HEDC.

B) Determination of Plant & Machinery Cost for setting of initial spare

Particulars	Gross Book of Assets as on COD	Less: Amount included in Col. B towards					Plant and machinery cost as on COD for Initial Spares purpose	Plant & Machinery Capitalized as ACE up to cut-off date			plant and machinery cost as on cut-off Date for the purpose of initial spare
		Land Cost	Cost of Civil Works	HEDC	IDC	Initial Spares			COD		
a	b	c	d	e	f	g	h= b-c-d-e-f	i	j	k	l= h-j-k
Transmission Line											
Substation Green field											
Substation Brown Field											
Series Compensation devices and HVDC Station											
GIS/S- Green field											
GIS/S-Brown field											
Communication System											
Static Synchronous Compensator											

Note: The COD details for the year in which Cut-off Date falls has to be provide only up to the cut-off date.

Buradalia
 Petitioner

PART-III
FORM- 14

Non -Tariff Income

Name of the Transmission Assets : 12-ohm Series Line Reactors in 400 kV D/C Mohindergath Dhanonda line Circuit-I & II at Mohindergath end

(Rs. in Lacs)

Sl. no.	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
1	Income from rent of land or buildings					
2	Income from sale of scrap					
3	Income from advertisements					
	Total					

Bunadhi

Petitioner

Summary of issue involved in the petition

1	Name of the Petitioner	Adani Transmission (India) Limited
2	Petition Category	Transmission
3	Tariff Period	2019-24
		12-ohm Series Line Reactors in 400 kV DVC Mohindergarh Dhamoda line Circuit-I & II at Mohindergarh end
4	Name of the Project	
5	Investment Approval date	
6	SCOD of the Project	
7	Actual COD of the project	30-Mar-22
8	Whether entire scope is covered in the present petition.	Yes
9	No. of Assets covered in instant petition	1
10	No. of Assets having time over run	Nil
11	Estimated Project Cost as per IA	
12	Is there any REC? if so, provide the date	No
13	Revised Estimated Project Cost (if any)	Nil
14	Completion cost for all the assets covered in the instant petition	Yes
15	No. of Assets covered in instant petition and having cost overrun	Nil
16	Prayer in brief	Approval of Tariff for 12 ohm Series Line Reactors
17	Key details and any Specific issue involved	
18	Respondents	
	Name of Respondents	
	Power Grid Corporation of India Limited	WRPC
	Central Transmission Utility of India Limited	NRLDC
	Daman and Diu Electricity Department	BRPL
	Goa State Electricity Board	JPL
	Heavy water Projects, Department of Atomic Energy	TPL
	Electricity Department UT Chandigarh	PTC india
	Kanpur Electricity Supply Company Limited	HVPNL
	Haryana Power Purchase Centre	GUVNL
	Rajasthan Power Procurement Centre	MSEDCL
	Jodhpur Vidyut Vitran Nigam Limited	MPPMCL
	Jaipur Vidyut Vitran Nigam Limited	MPAKVNL
	Ajmer Vidyut Vitran Nigam Limited	BYPL
	Delhi Transco Limited	CSPDCL
	North Central Railway	DNH

Pramodini

Petitioner

Summary of Capital Cost & Annual Fixed Cost (AFC) Claimed for ALL the assets covered in the present petition.

Name of the Petitioner: Adani Transmission (India) Limited
 Tariff Period 2019-24
 Name of the Transmission Project: 12-oltm Series Line Reactors in 400 kV D/C Mohindergarh Dhamonda line Circuit-I & II at Mohindergarh end
 COD of the Project(if entire scope of project is completed): 30-Mar-22

A) Summary of Capital Cost as on COD and Additional Capital Expenditure claimed for all the assets Covered in the instant petition.

Sr. No.	Asset No.	COD	Cut off date	As on 31-03-2019	Summary of Actual / Projected Capital Cost				Capital Cost as on 31.03.2024
					2019-20	2020-21	2021-22	2022-23	
I	Asset III	3/30/2022	3/30/2025	-	-	4,509	597	-	5,106
Total Capital Cost Claimed									5,106

B) Summary of Annual Fixed Cost (AFC) claimed for all the assets covered in the instant petition.

Sr. No.	Asset No.	2019-20	2020-21	2021-22	2022-23	2023-24
I	Asset III	-	-	5.05	966.20	992.11
Total AFC for all the Assets		-	-	5.05	966.20	992.11

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