

Before

UTTARAKHAND ELECTRICITY REGULATORY COMMISSION

Petition Nos. 25, 26, 27 & 28 of 2021

In the matter of:

Petition seeking approval of the Commission for advance and return banking of power with M/s GMR Energy Trading Ltd., M/s Arunachal Pradesh Power Corporation Pvt. Ltd., M/s Manikaran Power Ltd., and M/s PTC India Ltd. under an energy banking arrangement with Uttarakhand Power Corporation Ltd.

In the matter of:

Uttarakhand Power Corporation Ltd.

... Petitioner

AND

In the matter of:

M/s GMR Energy Trading Ltd.

M/s Arunachal Pradesh Power Corporation Pvt. Ltd.

M/s Manikaran Power Ltd.

M/s PTC India Ltd.

... Respondents

CORAM

Shri D.P. Gairola

Shri M.K. Jain

Member (Law / Chairman I/c)

Member (Technical)

Date of Order: August 11, 2021

This Order relates to the Petition filed by Uttarakhand Power Corporation Ltd. (hereinafter referred to as "UPCL" or "Petitioner" or "Licensee") seeking approval of the Draft Energy Banking Agreement (EBA) to be executed by it with M/s GMR Energy Trading Ltd. (hereinafter referred to as "M/s GMRETL"), M/s Arunachal Pradesh Power Corporation Pvt. Ltd. (hereinafter referred to as "M/s APPCPL"), M/s Manikaran Power Ltd. (hereinafter referred to as "M/s MPL"), and M/s PTC India Ltd. (hereinafter referred to as "M/s PTCIL") under an energy banking arrangement.

1. Petitioner's Submissions

1.1. UPCL had filed the Petitions under Regulations 81(1) and 82 of UERC Tariff Regulations,

2018 read with Section 63 and Section 86(1)(b) of the Electricity Act, 2003 seeking approval of the Commission on the draft banking agreements for advance banking of the surplus power equivalent to 755 MUs on firm basis and upto 256.80 MUs on “as and when” basis, from the months of June 2021 to September 2021 which will be received back during the months of November 2021 to March 2022.

- 1.2. The Petitioner invited the tender for the same in which 04 bidders participated namely M/s GMR Energy Trading Ltd., M/s Arunachal Pradesh Power Corporation Pvt. Ltd., M/s Manikaran Power Ltd., and M/s PTC India Ltd. The Petitioner further submitted that after the detailed consideration on the various offers received, UPCL issued LoIs to the 04 bidders namely M/s GMR Energy Trading Ltd., M/s Arunachal Pradesh Power Corporation Pvt. Ltd., M/s Manikaran Power Ltd., and M/s PTC India Ltd. for month-wise Energy Banking on “Firm Basis” and on “As and When Basis” based on return percentage and quantum of power.
- 1.3. The Petitioner submitted that to ensure consistent electricity supply to its consumers, the best way to utilize the surplus power was to bank it and utilize it during the power deficit period. The Petitioner, accordingly, after evaluating the proposals proposed to enter into an Energy Banking Agreement with M/s GMR Energy Trading Ltd., M/s Arunachal Pradesh Power Corporation Pvt. Ltd., M/s Manikaran Power Ltd., and M/s PTC India Ltd. for quantum of power, mode, percentage return, trading margin etc. as summarized below:

**Supply of Power by UPCL to M/s GMR Energy Trading Ltd. (Advance Banking) and
Supply of Power by GMR Energy Trading Ltd. to UPCL (Return Banking)**

Mode ("Firm Basis")							
Period	Quantum of power (MW) to be supplied by UPCL (RTC)	Source/ Utility to which power (MW) to be supplied by UPCL	Return Percentage (%)	Trading Margin payable By UPCL on quantum of return energy (Paise/kWh)	Duration of return Banking to UPCL	Status of bidder	Delivery Point
16-07-21 to 31-07-21	50	HPPC	105	0.09	15-11-21 to 28-02-22	H-3	Northern Region Periphery
01-08-21 to 15-08-21	187.5	HPPC	105	0.09	15-11-21 to 28-02-22	H-4	
16-08-21 to 31-08-21	200	HPPC	105	0.09	15-11-21 to 28-02-22	H-4	
01-09-21 to 15-09-21	22.5	HPPC	105	0.09	15-11-21 to 28-02-22	H-3	
16-09-21 to 30-09-21	25	PSPCL	107	0.09	15-11-21 to 28-02-22	H-2	

Mode: "As & When Basis"							
Month	Quantum of power (MW) to be supplied by UPCL (RTC)	Source / Utility	Duration of AS & When Return Power to UPCL (RTC)	Return Percentage quoted by bidder (%)	Trading Margin quoted by bidder on quantum of return energy (Paise/kWh)	Status of Bidder	Delivery Point
Jun-21	50	GKEL	01 NOV 21 TO 28 FEB 22	110.5	2	RTC(H-2)	Northern Region Periphery
	75	PSPCL	01 NOV 21 TO 28 FEB 22	107	0.09	RTC(H-4)	
	50	HPPC	01 NOV 21 TO 28 FEB 22	105	0.09	RTC(H-8)	
	50	GWEL	01 NOV 21 TO 28 FEB 22	105	1	RTC(H-10)	
Jul-21	50	GKEL	01 NOV 21 TO 28 FEB 22	110.5	2	RTC(H-2)	
	100	PSPCL	01 NOV 21 TO 28 FEB 22	107	0.09	RTC(H-4)	
	50	HPPC	01 NOV 21 TO 28 FEB 22	105	0.09	RTC(H-8)	
	50	GWEL	01 NOV 21 TO 28 FEB 22	105	1	RTC(H-10)	
Aug-21	50	GKEL	01 NOV 21 TO 28 FEB 22	110.5	2	RTC(H-2)	
	100	PSPCL	01 NOV 21 TO 28 FEB 22	107	0.09	RTC(H-4)	
	50	HPPC	01 NOV 21 TO 28 FEB 22	105	0.09	RTC(H-8)	
	50	GWEL	01 NOV 21 TO 28 FEB 22	105	1	RTC(H-10)	
Sep-21	50	GKEL	01 NOV 21 TO 28 FEB 22	110.5	2	RTC(H-2)	
	75	PSPCL	01 NOV 21 TO 28 FEB 22	107	0.09	RTC(H-4)	
	50	HPPC	01 NOV 21 TO 28 FEB 22	105	0.09	RTC(H-8)	
	50	GWEL	01 NOV 21 TO 28 FEB 22	105	1	RTC(H-10)	

Supply of Power by UPCL to APPCPL (Advance Banking) and Supply of Power by APPCPL to UPCL (Return Banking)

Mode: "Firm basis"							
Period	Quantum of power (MW) to be supplied by UPCL (RTC)	Source/ Utility to which power (MW) to be supplied by UPCL	Return Percentage (%)	Trading Margin payable By UPCL on quantum of return energy (Paise/kWh)	Duration of return Banking to UPCL	Status of bidder	Delivery Point
16-07-21 to 31-07-21	50	IPCL/SPTPL	106.10	0.00	15-11-21 to 28-02-22	H-2	Northern Region Periphery
01-08-21 to 15-08-21	50	IPCL/SPTPL	106.10	0.00	15-11-21 to 28-02-22	H-3	
	37.5	HPPC	105.00	0.72	15-11-21 to 28-02-22	H-5	
16-08-21 to 31-08-21	50	IPCL/SPTPL	106.10	0.00	15-11-21 to 28-02-22	H-3	
	50	HPPC	105.00	0.72	15-11-21 to 28-02-22	H-5	
01-09-21 to 15-09-21	52.5	IPCL/SPTPL	106.50	0.00	15-11-21 to 28-02-22	H-2	

Mode: "As and When"							
Month	Power to be supplied to	Quantum of power to be supplied by UPCL (MW) (RTC/Non RTC)	Duration of As & When return power to UPCL	Return Percentage quoted by bidder (RTC)	Trading Margin payable by UPCL on quantum of return energy (Paise/kWh)	Status of Bidder	Delivery Point
01-06-21 to 30-06-21	MHCOIPL	75	01 NOV 21 to 28 FEB 22	113	2	RTC (H-1)	Northern Region Periphery
	MNEPL	50	01 NOV 21 to 28 FEB 22	108.2	0	RTC (H-3)	
	IPCL/SPTPL	75	01 NOV 21 to 28 FEB 22	106.1	1	RTC(H-5)	
	CESC	75	01 Feb 22 to 28 FEB 22	106	3	RTC (H-7)	
	HPPC	50	01 NOV 21 to 28 FEB 22	105	0.72	RTC (H-9)	
01-07-21 to 31-07-21	MHCOIPL	100	01 NOV 21 to 28 FEB 22	111	2	RTC (H-1)	
	MNEPL	50	01 NOV 21 to 28 FEB 22	108.2	0	RTC (H-3)	
	IPCL/SPTPL	100	01 NOV 21 to 28 FEB 22	106.1	1	RTC(H-5)	
	CESC	100	01 FEB 22 to 28 FEB 22	106	3	RTC (H-7)	
	HPPC	50	01 NOV 21 to 28 FEB 22	105	0.72	RTC (H-9)	
01-08-21 to 31-08-21	MHCOIPL	100	01 NOV 21 to 28 FEB 22	111	2	RTC (H-1)	
	MNEPL	50	01 NOV 21 to 28 FEB 22	108.2	0	RTC (H-3)	
	IPCL/SPTPL	100	01 NOV 21 to 28 FEB 22	106.1	1	RTC(H-5)	
	CESC	100	01 FEB 22 to 28 FEB 22	106	3	RTC (H-7)	
	HPPC	50	01 NOV 21 to 28 FEB 22	105	0.72	RTC (H-9)	
01-09-21 to 30-09-21	MHCOIPL	75	01 NOV 21 to 28 FEB 22	113.5	2	RTC (H-1)	
	MNEPL	50	01 NOV 21 to 28 FEB 22	108.2	0	RTC (H-3)	
	IPCL/SPTPL	75	01 NOV 21 to 28 FEB 22	106.1	1	RTC(H-5)	
	CESC	75	01 FEB 22 to 28 FEB 22	106	3	RTC (H-7)	
	HPPC	50	01 NOV 21 to 28 FEB 22	105	0.72	RTC (H-9)	

Supply of Power by UPCL to MPL (Advance Banking) and Supply of Power by MPL to UPCL (Return Banking)

Mode: "Firm Basis"							
Period	Quantum of power (MW) to be supplied by UPCL (RTC)	Source/ Utility to which power (MW) to be supplied by UPCL	Return Percentage (%)	Trading Margin payable By UPCL on quantum of return energy (Paise/kWh)	Duration of return Banking to UPCL	Status of Bidder	Delivery Point
01-06-21 to 30-06-21	50	BRPL	111.52	0.48	01-11-21 to 28-02-22	H-1	Northern Region Periphery
01-07-21 to 15-07-21	100	BRPL	108.52	0.48	01-11-21 to 28-02-22	H-1	
16-07-21 to 31-07-21	100	BRPL	108.52	0.48	01-11-21 to 28-02-22	H-1	
01-08-21 to 15-08-21	50	BRPL	107.50	0.48	01-11-21 to 28-02-22	H-2	
16-08-21 to 31-08-21	50	BRPL	107.50	0.48	01-11-21 to 28-02-22	H-2	
01-09-21 to 15-09-21	100	BRPL	108.52	0.48	01-11-21 to 28-02-22	H-1	
16-09-21 to 30-09-21	100	BRPL	108.52	0.48	01-11-21 to 28-02-22	H-1	

Mode: "As & When Basis"							
Month	Quantum of power (MW) to be supplied by UPCL (RTC)	Source/ Utility	Duration of AS & When Return Power to UPCL (RTC)	Return Percentage quoted by bidder (%)	Trading Margin quoted by bidder (Paise/kWh)	Status of Bidder	Delivery Point
Jun-21	75	BRPL	01 NOV 21 TO 28 FEB 22	105.51	0.48	RTC(H-6)	Northern Region Periphery
Jul-21	100	BRPL	01 NOV 21 TO 28 FEB 22	105.51	0.48	RTC(H-6)	
Aug-21	100	BRPL	01 NOV 21 TO 28 FEB 22	105.51	0.48	RTC(H-6)	
Sep-21	75	BRPL	01 NOV 21 TO 28 FEB 22	105.51	0.48	RTC(H-6)	

Supply of Power by UPCL to PTC India Ltd. (Advance Banking) and Supply of Power by PTC India Ltd. to UPCL (Return Banking)

Mode: "Firm Basis"							
Period	Quantum of power (MW) to be supplied by UPCL (RTC)	Source/ Utility to which power to be supplied by UPCL (MW)	Return Percentage (%)	Trading Margin payable by UPCL on quantum of return banking (Paise/kWh)	Duration of return Banking to UPCL	Status of Bidder	Delivery Point
01-06-21 to 30-06-21	50	BYPL	111.52	0.48	15-11-21 to 28-02-22	H-1	Northern Region Periphery
01-07-21 to 15-07-21	125	BYPL	108.52	0.48	15-11-21 to 28-02-22	H-1	
16-07-21 to 31-07-21	50	BYPL	108.52	0.48	15-11-21 to 28-02-22	H-1	
01-08-21 to 15-08-21	50	BYPL	107.52	0.48	15-11-21 to 28-02-22	H-1	
16-08-21 to 31-08-21	50	BYPL	107.52	0.48	15-11-21 to 28-02-22	H-1	
01-09-21 to 15-09-21	150	BYPL	108.52	0.48	15-11-21 to 28-02-22	H-1	
16-09-21 to 30-09-21	150	BYPL	108.52	0.48	15-11-21 to 28-02-22	H-1	

Mode "As & When Basis"							
Period	Quantum of power (MW) to be supplied by UPCL (RTC)	Source/ Utility	Return Percentage (%)	Trading Margin payable By UPCL on quantum of return banking (Paise/kWh)	Duration of return Banking to UPCL	Status of Bidder	Delivery Point
Jun-21	50	BYPL	105.51	0.48	01 NOV 21 TO 28 FEB 22	RTC(H-6)	Northern Region Periphery
Jul-21	100	BYPL	105.51	0.48	01 NOV 21 TO 28 FEB 22	RTC(H-6)	
Aug-21	100	BYPL	105.51	0.48	01 NOV 21 TO 28 FEB 22	RTC(H-6)	
Sep-21	75	BYPL	105.51	0.48	01 NOV 21 TO 28 FEB 22	RTC(H-6)	

Note:

- (1) *Trading margin on per unit of energy (kWh) shall be payable by UPCL during Return Banking only on total return of banked energy (Banked energy along with percentage of return) for respective combination of quantum (MW), utility and percentage return as mentioned against each month above.*
- (2) *The return of 'As & When Available Basis' Energy Banking will be taken on RTC Basis during the period from Nov-2020 to March 2021 as per mutual consents of both the parties, i.e. UPCL and M/s GMR Energy Trading Ltd., M/s Arunachal Pradesh Power Corporation Pvt. Ltd., M/s Manikaran Power Ltd., and M/s PTC India Ltd. respectively, based on the return percentage quoted in bidding process.*

- 1.4. The Petitioner submitted that the actual and final quantum of power to be banked with M/s GMRETL, M/s APPCPL, M/s MPL, and M/s PTCIL respectively, will be known after the month of September 2021, and, accordingly, the respective bidders will be required to return energy (in MU) to UPCL based on return percentage quoted by them during the period from November 2021 to March 2022. The Petitioner submitted that this clause has already been incorporated in the Draft Energy Banking Agreement.
- 1.5. The Petitioner submitted that the Commission in its various orders has laid down that banking of power will be the most cost-effective arrangement, and, accordingly, UPCL has planned to take back banked power from November 2021 to March 2022 when UPCL remains in power deficit. The Petitioner also submitted that if the said arrangement is not considered then the Petitioner will have to either procure power from the power exchange or to go for short term power procurement which may be an expensive proposition and may consequently & unnecessarily burden the consumers.
- 1.6. The Petitioner requested the Commission to approve the draft Energy Banking Agreement and allow Advance & Return banking of energy with M/s GMRETL, M/s APPCPL, M/s MPL, and M/s PTCIL respectively, so that the necessary Energy Banking Agreements in this regard may be signed with the respective bidders.

2. Commission's Views & Decisions

2.1. Legal Requirement for approval of PPA

- 2.1.1. A power banking agreement is a legal document incorporating operational, technical & commercial provisions to be complied in accordance with the relevant rules & regulations.

2.1.2. Regulation 81(1) of the UERC Tariff Regulations, 2018 provides that power purchase/banking/trading agreements as approved by the Commission shall be considered to determine the power purchase cost of the distribution licensee. Further, Section 86(1)(b) of the Electricity Act, 2003 stipulates that one of the function of the Commission is to regulate electricity purchase and procurement process of the distribution licensees including the price at which electricity shall be procured from the generating companies or licensees or from other sources through agreements for purchase of power for distribution and supply within the State.

2.1.3. The Commission vide its Tariff Order dated 26.04.2021 directed the Petitioner to bank the surplus energy during the month of May, 2021 to September, 2021 and withdraw the same in the month of October, 2021 to March, 2022. The relevant extract of the said Tariff Order is as follows:

“The Commission directs the Petitioner to bank the surplus energy available during the months of May 2021 to September 2021 and withdraw the same in the months of October 2021 to March 2022.”

2.1.4. Accordingly, in accordance with the requirement of the Act, Regulations and Order referred above, UPCL is required to seek approval of the draft Energy Banking Agreement (EBA) proposed to be entered by it from the Commission.

2.2. Commission’s Analysis of the EBA and Order on the same

2.2.1. The draft Energy Banking Agreements is to be entered into between UPCL and M/s GMRETL, M/s APPCPL, M/s MPL and M/s PTCIL respectively for supply of 755 MUs on firm basis and upto 256.80 MUs on “as and when” basis, from the months of June 2021 to September 2021 which will be received back during the months of November 2021 to March 2022 on the terms and conditions as discussed before.

2.2.2. It has been observed that UPCL issued LoI to the interested parties for banking of power on 20.04.2021, however, it took UPCL 2 months to seek approval of the Commission of the same as the instant Petition was filed on 21.06.2021. This reflects towards the casual approach of the Petitioner company as the banking of power has already started from June, 2021. The Commission expresses its displeasure on this action of UPCL and cautions it to make timely submission in this regard in future failing which any consequences on account of default by the Petitioner would not be passed on to the

tariffs.

- 2.2.3. The draft EBA submitted by UPCL has been examined in light of the relevant rules & regulations. The Commission observed that the draft EBA submitted by UPCL are consistent with the provisions of the Act/Regulations, however, UPCL should ensure that blanks for dates are duly filled and completed while signing the final EBA.
- 2.2.4. Further, M/s GMRETL, M/s MPL, and M/s PTCIL in their comments have submitted that Clause 4.2 (I) of the EBA is not in line with the Clause 16.2 (I) of the tender document and requested that the same may be kept in EBA in line with the tender document.

Clause 4.2 (I) of the EBA:

*“In case quantum of power returned by trader/utility/bidder to UPCL is less than total of 100% of power supplied by UPCL and additional return quoted by the trader/utility/bidder, the differential energy will be settled at the average rate of power purchase cost **(Rs. 3.53 per KWh) approved by Hon’ble UERC vide order dated 27th Feb-2019 on Approval of Business Plan and MYT petition for third control period** plus Rs. 2.00 per kWh on the lesser quantum supplied by them.”*

Clause 16.2 (I) of the tender document:

*“In case quantum of power returned by trader/utility/bidder to UPCL is less than total of 100% of power supplied by UPCL and additional return quoted by the trader/utility/bidder, the differential energy will be settled at the average rate of power purchase cost **(Rs. 4.14 per KWh including transmission cost) as submitted by UPCL in its ARR for FY 2021-2022 to Hon’ble UERC** plus Rs. 2.00 per kWh on the lesser quantum supplied by them.”*

UPCL in response to the same submitted that the Clause in tender document was clear and bidders have participated in the tender based upon it. UPCL submitted that in the draft EBA charges of last year were mistakenly considered in the draft EBA document and same cannot be claimed against the rate mentioned in the tender document, and, accordingly, the correct rate is modified.

The Commission analyzed the comments of both the Petitioner and the Respondent(s) in this regard and observed that both have agreed to continue the clause as per the tender document. However, the Commission is of the view that there is no basis for the rate of Rs. 4.14/kWh considered by UPCL in the tender document, and the same should be in line with the short-term rate approved by the Commission for FY

2021-22 in the Tariff Order dated 26.04.2021 and the same is also in accordance with the Guidelines for short-term Procurement of Power by the discom issued by GoI. Accordingly, the Commission directs UPCL to modify the said clause and incorporate the rate of Rs. 4.00 per kWh as approved the Commission in Tariff Order dated 26.04.2021, in all the four EBA's proposed to be executed with M/s GMRETL, M/s APPCPL, M/s MPL, and M/s PTCIL respectively.

- 2.2.5. Further, M/s PTCIL in its comments submitted that there is a typographical error in Clause 16.7 (i) of tender document wherein instead of bidder's name, inadvertently UPCL has been written, however the same has been correctly stated in the Clause 4.6 (i) of EBA. In response to which, UPCL submitted that it was an error and hence corrected.

In this regard, as the aforesaid clause has been correctly stated in the draft EBA, therefore no modification is required in the same.

- 2.2.6. Further, M/s GMRETL and M/s PTCIL in their comments submitted that Clause 4.7 of the EBA regarding rebate was not the part of original tender document, and, therefore, should be removed from the EBA in line with the terms and conditions of the tender document. The Clause 4.7 of the EBA is reproduced hereunder:

"4.7 No rebate shall be applicable on the open access bills and trading margin bills. A rebate of 2% shall be applicable on adjustment bill of energy, if the payment is made within due date."

UPCL in this regard submitted that the said clause is the general term & condition of the EBA and has also remained a part of the EBA's executed with the aforesaid parties in past period. The Commission analyzed the submission of the Petitioner and the respondents in this regard and is of the view that rebate is a part of the commercial arrangements between the parties, and hence, if both the parties agree the same may be provided for in the Agreement.

- 2.2.7. Further, M/s PTCIL submitted in their comments that Clause 5.0 and Clause 6.0 of the EBA were not the part of original tender document, and, therefore, should be removed from the EBA in line with the terms and conditions of the tender document.

The Clause 5.0 of the EBA is reproduced hereunder:

"5.0 Revision of schedule/ cancellation of open access:

Any revision/cancellation of approved open access corridor shall be done by mutual consent of both parties. In case of revision/cancellation of approved open access corridor, the party seeking

revision/cancellation of open access corridor shall bear all the open access charges as applicable under inter-state open access regulations from the injection point till the point of drawl applicable due to such surrender/cancellation."

The Clause 6.0 of the EBA is reproduced hereunder:

"6.0 In case any change in law or restriction is imposed by regulator (Central or state) or Government (Central or state) or Appellate Tribunal on any Court of Law on any aspect for banking of power, the same shall be binding on both the parties (PTC INDIA LIMITED & UPCL)."

UPCL in this regard submitted that the said clause is the general term & condition of the EBA and has also remained a part of the EBA's executed with the aforesaid party in past period. The Commission analyzed the submission of the Petitioner and the respondent in this regard and is of the view that although these clauses were not part of the tender document floated by UPCL for current energy banking arrangement, but these clauses are required to ensure regular flow of power and any party revising/cancelling the open access is required to bear the charges of the same as the same cannot be levied on the other party. Besides these are clauses of generic nature and put both the parties in equal footing as far as the applicability of the same is concerned. Therefore, as a fair business practice the same can be allowed to be part of the final EBA to executed between the parties, and accordingly, the Commission is of the view that no modification in this regard is required to be carried out in the proposed EBA to be executed between the parties.

- 2.2.8. Further, M/s APPCPL in their comments submitted that under 'Firm' Arrangement, M/s APPCPL has already booked the Transmission Corridor for supply of power from the Petitioner to the respective beneficiaries for the period till 31.08.2021. M/s APPCPL submitted that, for the month of September 2021 (i.e. for the period from 01.09.21 to 15.09.21), the beneficiary Utility, i.e. SPTPL, has requested to schedule power to its Obligated entity (i.e. HPPC) as per the terms of SPTPL authorization issued to the M/s APPCPL. M/s APPCPL submitted that the authorization issued by SPTPL for participation in the tender floated by UPCL for banking of power was for **'supply of power from the Petitioner to IPCL/SPTPL/Obligated Entity of IPCL/SPTPL'** during the period from 01.06.21 to 30.09.21, however, UPCL has placed Lol to M/s APPCPL, on being declared as one of the successful bidder, for **'supply of power from the**

Petitioner to IPCL/SPTPL’ for the period from 16.07.21 to 15.09.21 instead of ‘supply of power from the Petitioner to IPCL/SPTPL/ Obligated Entity of IPCL/ SPTPL.’

M/s APPCPL further submitted that they have submitted the request of SPTPL for supply of 52.5 MW Power to its Obligated Entity (i.e. HPPC) during the period from 01.09.21 to 15.09.21 to UPCL on dated 16.06.2021 along with the applications for booking of Transmission Corridor, however, UPCL’s response and consent from Uttarakhand SLDC is still awaited. M/s APPCPL submitted that there is no additional liability and obligation, whatsoever, on UPCL in supplying power to Obligated Entity of IPCL/SPTPL (i.e. HPPC). M/s APPCPL accordingly requested the Commission to grant its approval for supply of 52.5 MW power from UPCL to SPTPL/IPCL's obligated entity, i.e. HPPC for the period from 01.09.21 to 15.09.21 and also direct UPCL to make necessary amendments in the column ‘Source’ of Table ‘Mode : Firm basis’, from ‘IPCL/ SPTPL’ to ‘IPCL/SPTPL/Obligated Entity of IPCL/SPTPL’.

In response to the same, UPCL submitted that the same may be incorporated in the EBA subject to approval by the Commission.

The Commission analyzed the submissions made by both UPCL and M/s APPCPL in this regard and is of the view that since there is no impact on UPCL the said modification may be carried out.

2.2.9. UPCL is directed to make the necessary changes in the draft PPA and submit the final signed PPA within 2 weeks of the date of Order.

3. Ordered accordingly.

(M.K. Jain)
Member (Technical)

(D.P. Gairola)
Member (Law / Chairman I/c)