

RAJASTHAN ELECTRICITY REGULATORY COMMISSION

Petition No: RERC/2070/22

In the matter of determination of Final Capital Cost and Aggregate Revenue Requirement (ARR) & Tariff for FY 2020-21 to FY 2023-24 for Suratgarh Super Critical Thermal Power Plant (SSCTPP) (Units 7&8).

Coram: **Dr. B.N. Sharma,** **Chairman**
 Sh. Hemant Kumar Jain, **Member**
 Dr. Rajesh Sharma, **Member**

Petitioner: Rajasthan Rajya Vidyut Utpadan Nigam Ltd.

Respondents:

1. Jaipur Vidyut Vitran Nigam Ltd.
2. Ajmer Vidyut Vitran Nigam Ltd.
3. Jodhpur Vidyut Vitran Nigam Ltd.
4. Rajasthan Urja Vikas Nigam Ltd.

Dates of hearing: 21.02.2023, 28.03.2023, 20.04.2023, 04.05.2023, 09.05.2023 & 23.05.2023.

Present:

1. Sh. Kartik Seth, Advocate for Petitioner.
2. Sh. Sandeep Pathak, Advocate for Respondents.
3. Sh. G. L. Sharma, Stakeholder.
4. Sh. D. D. Agarwal, Stakeholder.

Date of Order:

16.08.2023

ORDER

- 1.1. Rajasthan Rajya Vidyut Utpadan Nigam Ltd. (in short 'RVUN'), a Generating Company under the provisions of the Electricity Act 2003, has filed a petition for determination of final Capital Cost, Aggregate Revenue Requirement (ARR) and determination of Tariff for SSCTPP Units 7&8 (2 X 660 MW) for FY 2020-21 to FY 2023-24.

1.2. In exercise of the powers conferred under Sections 62, 64 and other provisions of Electricity Act 2003, read with RERC (Terms and Conditions for Determination of Tariff) Regulations, 2019 and other enabling Regulations, the Commission, after carefully considering each of the submissions of the Petitioner and suggestions/objections submitted by the Stakeholder, has passed the following Order.

1.3. This Order has been structured in following sections as given under:

(1) Section 1: General

(2) Section 2: Summary of Tariff Determination Process.

(3) Section 3: Summary of objections/comments/suggestions received from Stakeholders and RVUN's response thereon.

(4) Section 4: Determination of Final Capital Cost for SSCTPP Units 7&8.

(5) Section 5: Determination of ARR and Tariff for SSCTPP Units 7&8 for FY 2020-21 to FY 2023-24.

SECTION 2

Summary of Tariff Determination Process.

- 2.1 SSCTPP Units 7&8 were declared COD on 01.12.2020 and 07.10.2021 respectively.
- 2.2 RVUN, earlier filed a Petition (229/10) for in principle approval of Capital Cost. The Commission vide its Order dated 30.06.2011 approved the in-principle Capital Cost.
- 2.3 Subsequently, RVUN filed a Petition (1612/20) for approval of Provisional Capital Cost, ARR and provisional tariff of Units 7&8 for FY 2019-20 and FY 2020-21. The Commission vide its Order dated 03.02.2021 (Petition No. 1612/20) approved the Provisional Capital Cost, ARR and provisional tariff for Unit 7 from its COD (01.12.2020) to 31.03.2021 and for Unit 8 from its anticipated COD (01.03.2021) to 31.03.2021.
- 2.4 The Commission vide Order dated 30.06.2011 (Petition No. 229/10) and 03.02.2021 (Petition No. 1612/20) ruled that final determination of Capital Cost will be carried out based on detailed prudence check after the SSCTPP project achieves COD and the capital cost as on COD is audited.
- 2.5 Accordingly, RVUN filed the instant Petition on 08.12.2022 for determination of Final Capital Cost and tariff for SSCTPP Units 7&8 from COD of Unit 7 till FY 2023-24 in accordance with the provisions of the RERC Tariff Regulations, 2019.
- 2.6 As required under Section 64(2) of the Electricity Act, 2003, public notices with salient features of the petition inviting objections/comments/suggestions were published in the following newspapers on the dates mentioned against each:

Table 1: Details of Newspapers

SR. No.	Name of News Paper	Date of publishing
(i)	Rajasthan Patrika	24.12.2022
(ii)	Dainik Navjyoti	24.12.2022
(iii)	Times of India	24.12.2022

- 2.7 The Petition was also placed on the websites of the Commission and the Petitioner. The objections/comments/suggestions were received from Shri B. M. Sanadhya, Shri D. D. Agarwal, Shri G. L. Sharma and the DISCOMs.
- 2.8 The Commission forwarded the objections/ comments/ suggestions of the stakeholders to RVUN for filing its reply. The Petitioner replied to the

objections/comments/ suggestions made by objectors vide its letters dated 16.03.2023, 21.03.2023 and 17.04.2023.

2.9 The Commission vide letters dated 24.01.2023 and 02.06.2023 communicated some data gaps and deficiencies in the petition. The Petitioner furnished information vide its letter dated 21.03.2023, 26.06.2023. The Petitioner during the hearing dated 09.05.2023 also submitted the written submissions.

2.10 The public hearing in the matter was held on 21.02.2023, 28.03.2023, 20.04.2023, 04.05.2023, 09.05.2023 & 23.05.2023.

SECTION 3

Summary of Objections/Comments/Suggestions received from Stakeholders and RVUN's response thereon.

Capital Cost Stakeholders/Respondents Comments/Suggestions

- 3.1. As per Power Purchase Agreement (PPA) dated 18.05.2010, SSCTPP Units 7&8 were expected to be commissioned in March 2013 and September 2013, whereas, SSCTPP Units 7&8 have been commissioned on 01.12.2020 and 07.10.2021 respectively, i.e., about 7 to 8 years later.
- 3.2. The Petitioner entered into supplementary agreement on 26.06.2015 according to which SSCTPP Units 7&8 were expected to be commissioned in September 2016 and December 2016 respectively, whereas SSCTPP Units 7&8 have been commissioned on 01.12.2020 and 07.10.2021 respectively, i.e., about 4 to 5 years later.
- 3.3. When the Petitioner filed a Petition on 28.09.2010 for in-principle approval of Capital Cost this applicant had desired firm assurance from the Petitioner about COD of SSCTPP Unit 7 in first week of March 2013 and SSCTPP Unit 8 in September 2013. RVUN response against it as per the Commission Order dated 30.06.2011 is as below:

"18. During hearing, RVUN submitted that due to non-finalization of fuel linkages date of commissioning of the 1st & 2nd units are being envisaged as 42 months & 48 months respectively from the Zero date i.e. end of March 2011. Thus, Letter of Intent (LOI) in connection to all the EPC contracts would be issued by 31.03.2011.

Commission's View

19. Commissioning of a project depends on various factors, many of which may be beyond the control of RVUN. However, Commission would like to mention that RVUN should make all efforts to commission the project in a cost-effective manner. Any cost overrun due to delay in commissioning of the project will be considered on merit as delay in commissioning affects tariff".

- 3.4. From the above it may be perused as to how much active has been RVUN to carry out this project and this delay has caused increase in cost which is ultimately being passed on to the consumers for no fault of them. The Commission must consider this aspect while deciding the Petition.
- 3.5. The Petitioner vide instant Petition stated that capital expenditure for project

incurred up to COD of Unit 7 is Rs. 10536.20 Crore and Rs. 11351.12 Crore up to COD of the project. In the instant Petition nowhere, there is no prayer of the Petitioner as to which cost is to be approved by the Commission.

- 3.6. The Petitioner vide instant Petition submitted Annexure – G (Minutes of Meeting of 268th BOD Meeting dated 09.03.2017). Following is observed in it:
- a. Cost of land has been increased due to land taken for Units 9&10 as well. The Petitioner may provide such additional cost of extra land. This cost is not permissible in the cost of Present Project of SSCTPP Units 7&8.
 - b. An amount of Rs. 165.53 Crore under heading "Indirect Cost" in respect of Jaipur office has also been included in the Capital Cost. Such cost is not admissible as it is located outside the premises of the plant. RWPL Jaipur office was also not considered under capital cost instead it was considered under O&M expenses.
 - c. In the case of construction Power provided free of cost to BHEL, an amount of Rs. 36 Crore has been claimed by the Petitioner. However, the Petitioner to submit the actual cost of such free supply. This must be deducted as it has been done in the case of CSCTPP Units 5&6.

RVUN's Reply

- 3.7. RVUN submitted that in the PPA dated 18.05.2010, STPS Units 7&8 comes under the future proposed power projects. Hence, the COD dates mentioned in the PPA was proposed and the necessary GoR approvals were issued thereon. Therefore, mentioning of the proposed dates of the future power projects with the actual commissioning date by the Stakeholder is completely denied.
- 3.8. Further, RVUN submitted that the Petition for in-principal approval had been filed on the basis of DPR of M/s TCE. In the DPR, the date of COD was considered on the basis of certain assumptions, which was to be re-aligned subject to actual tendering process. Further, the process of finalization of EPC contract includes various process like tendering process through ICB route, Pre-Bid meetings, various modification in technical specification as per the requirements, Bid Evaluation and Financial Evaluation etc., which is time consuming process. Therefore, the objections raised by the Stakeholder about declaration of COD in accordance to the in-principal approval of RERC are misconceived. Hence, the contention of the Stakeholder is completely denied.
- 3.9. RVUN had made all out efforts for achieving COD of the Project. The delay in carrying out various activities during project execution was on account of

force majeure factors, including delayed in land acquisition, local hindrance in area, shifting of 220 kV line, delay in railway siding work etc. which was beyond the control of RVUN. Therefore, RVUN requested the Commission to allow Capital Cost as claimed.

- 3.10. The objections raised by the Stakeholder are misconceived. Hence, it's completely denied. The incurred expenditure for the project up to COD of Units 7 is Rs. 10536.20 Crore and Rs. 11351.12 Crore up to project COD are the total cumulative expenditure for the complete project. Moreover, in the Statutory Auditor Certificate, RVUN submitted unit wise expenses separately. Further, in the Petition Unit Wise capital cost as on 30.11.2020 and 06.10.2021 has been provided. Also, RVUN has requested the Commission to allow hard cost up to project COD. RVUN also submitted IDC details for the project in its Petition. RVUN also made separate request for claiming of additional capitalization within cut-off date vide Petition.
- 3.11. Therefore, RVUN requested the Commission to allow capital cost of Rs. 11351.11 Crore up to project COD and Rs. 11230.66 Crore up to 31.03.2022.

EPC Contract
Stakeholders/Respondents Comments/Suggestions

- 3.12. The Petitioner vide instant Petition submitted that the cost for EPC contract and related heads has been considered in the ratio of 60:40 for Units 7&8 respectively as per Clause 12.1(i) of the EPC Contract. In this regard, the Stakeholder submitted the following:
- a. Clause 12.1 (i) of the EPC contract is in respect of recovery of Liquidated Damages for delay in supply and thus do not relate to cost of Units.
 - b. Regulation 42 (3) of the RERC Tariff Regulations, 2019 states where the tariff is being determined for a stage or Unit of a Generating Station, the Generating company shall adopt a reasonable basis for allocation of Capital Cost relating to common facilities and allocation of joint and common costs across all stages or Units as the case may be.
 - c. Provided that the Generating Company shall maintain an allocation statement providing the basis for allocation of such costs, which shall be duly audited and certified by the Statutory Auditor and submit such audited and certified statement to the Commission along with the application for determination of tariff. The Petitioner has not submitted any such required allocation statement duly audited and certified by the Statutory Auditors and as such the ratio of 60:40 cannot be accepted.

- d. In the case of determination of cost of Units 1&2 out of 8 units of RWPL, the Commission vide Order dated 13.11.2009 had considered the cost on pro rata basis and RWPL filed an appeal before the APTEL against the Order dated 13.11.2009, wherein, question of considering the cost on pro rata basis was challenged. The APTEL vide Order 15.12.2011 ruled that "we feel that the claim of the appellant is on ad hoc basis without any supporting documents. Therefore, we do not find fault with the findings of the State Commission in apportioning the capital cost of 2 units on pro rata basis". Hence, here also in the instant case Capital Cost of Units EPC must be on pro rata basis and not in the ratio of 60:40.
- 3.13. As per EPC Contract dated 23.05.2013 which states that the contractual commissioning, performance testing and issue of provisional acceptance certificate for the units shall be 42 months and 45 months for Units 7&8 respectively from effective date of contract, i.e., date of issue of Letter of Intent. It may be noted that time is the essence of this contract as stipulated in the specification and the project must be commissioned within the agreed time schedule which is as under:
- Unit 7 (660 MW) 42 months (up to 27.09.2016)
Unit 8 (660 MW) 45 months (up to 27.12.2016)
- 3.14. Against above stipulated commissioning date of the units, Units 7&8 achieved COD on 01.12.2020 and 07.10.2021, i.e., after 4 to 5 years of contracted schedules.
- 3.15. The above delay of 4 to 5 years has not only increased the cost of EPC due to variance in various cause like increase in rates of foreign exchange, taxes, IDC etc. The Petitioner has not provided the date of schedule of receipts and actual date of receipts of various elements and proper reasons for such delay in commissioning of the Units. The Petitioner may provide actual dates and schedule dates of each material received.
- 3.16. There are 3 Work Orders awarded to M/s BHEL against EPC contract. as below:
- First Contract – For design, Engineering, Manufacture, assembly testing at works and supply of all equipment's and materials including mandatory spares.
- Second Contract – For providing all services, i.e., receipt, unloading, storage, handling and in plant transportation at site, erection testing and commissioning including all electrical mechanical and I&C works and performance testing in respect of all the equipment's supplies under first contract and any other

services as specified in contract document including all taxes & duties. The above shall also include inland transportation (from Indian Port/ Ex Works/sub-contractors work to site), Insurance cover for all services (Transit as well as storage cum erection insurance up to taking over)

Third Contract – Civil Works – For execution of civil structural and architectural works including all Taxes & Duties in respect of all equipment's supplied under the first contract and as specified in the contract document.

- 3.17. The Stakeholder submitted that even the first contract includes ocean/air freight, marine insurance, port handling and custom clearance for imported items, training charges and all taxes duties.
- 3.18. From the above it is observed that all the 3 contracts are inclusive of freight, transportation, insurance, and all taxes & duties. Vide instant Petition it has been submitted by the Petitioner that “new imposition of taxes and duties shall be payable at actual during currency of contract” but in the Work Order copy no such provision has been mentioned. The Petitioner to indicate as to where such position has been appeared in these contracts.
- 3.19. Form the above submissions it is proved that all taxes and duties, insurance, transportation etc. have been inclusive and therefore question of any increase in contract price does not arise. Even any increase due to variation in foreign exchange rates has also been due to delay in execution of works on the part of contractor.
- 3.20. The Stakeholder therefore requested the Commission that increase in cost of EPC stated by the Petitioner may be disallowed. Besides this increase in IDC due to delay of 4 to 5 years in completing works by the Contractor be also disallowed.
- 3.21. The Petitioner to submit the amount of Liquidated Damages/Penal Charges to be recovered from the EPC Contractor for delay in Project as per terms of the contract and how much amount has actually been recovered and if not, reasons for the same is to be submitted.

RVUN's Reply

- 3.22. With respect to the cost for EPC contract and related heads that has been considered in the ratio of 60:40 for Units 7&8 respectively as per Clause 12.1 (i) of the EPC Contract, the Petitioner submitted the following:

- a. The basis of allocation of capital cost in Units 7&8 is as per the past practice followed in the allocation of RVUN Power Stations, which is also as per the standard terms of payment, since, both the units consist of common works for which the standard payment terms are maintained. Further, in the EPC contract of BHEL, Clause 12 of Liquidated Damages, the contract price of Unit 7 and Unit 8 to be considered for LD purpose shall be 60% and 40% respectively for the contract price. Therefore, the same method has been considered for allocation of capital cost in Units 7&8.
 - b. RVUN vide instant petition has already submitted the unit wise expenses duly certified by statutory auditor. Further, the allocation has been made as per the past practice followed in the allocation of RVUN Power Stations. Further, in the decision dated 28.12.2021 for determination of Final Capital Cost of CSCTPP passed in Petition No. 1879/2021, wherein the Commission had followed the same method for allocation of cost and same process is being opted for the SSCTPP Power Project. Therefore, RVUN requested the Commission to consider the cost allocation for Units 7&8 as claimed in the instant petition.
 - c. RVUN had already submitted the unit wise expenses duly certified by statutory auditor. Hence, RVUN requested the Commission to allow the capital cost of Units 7&8 as claimed.
- 3.23. RVUN submitted that supplies were received within the scheduled completion date. Further, the impact of FERV in the project after scheduled completion date has been provided in the data gaps reply. In the DPR, the provision of Price variation expected as 10% of project cost was made. However, the actual price variation in the project cost is only Rs. 210.80 Crore which is lesser than expected in the DPR.
- 3.24. The Stakeholder furnished the details of EPC contract executed between RVUN and M/s BHEL, which may be read as per the documents submitted.
- 3.25. As per Clause 3.1 of the Work Order, any variation of taxes during contractual period arises then same shall be to the account of RVUN.
- 3.26. Further, the impact of foreign exchange after scheduled completion has been provided in the data gap reply and the copy of the same is being provided to the Stakeholder.
- 3.27. The delay in completion of project is beyond the control of RVUN. Further, the matter of recovery of LD is under kind consideration of the BOD of RVUN and

the decision of the same would be appraised as and when decided by the higher authorities in the upcoming truing-up Petition of SSCTPP Units 7&8.

Advance Payments against EPC Contract
Stakeholders/Respondents Comments/Suggestions

3.28. As per First EPC contract (Supply) following are the clauses against terms of payment:

- a. 5.00 % of the Contract Price (excluding Taxes, Duties and Mandatory Spares) on acceptance of LOI.
- b. 5.00 % of the Contract Price for supply of equipment's (excluding Taxes, Duties and Mandatory Spares) as second and final advance within six months from the date of issue of LOI.
- c. 70.00 % of Ex-works/CIF/FOB supply price component of the Contract price plus price adjustment along with 100.00% taxes and duties shall be paid on pro-rata basis against receipt of equipment's at site and physical verification by the RVUN.

3.29. As per second EPC contract (ETC) following are the clause against terms of payment:

- a. 5.00 % of Civil and Architectural Works Contract price (excluding Taxes and Duties) as first initial advance against acceptance of LOI.
- b. 5.00 % of the Civil and Architectural Works Contract price (excluding Taxes and Duties) as second and final advance within six months from the date of issue of LOI.
- c. 80.00 % of the price for Civil and Architectural Works plus price adjustments along with 100.00 % applicable taxes and duties as per agreed billing break up on pro rata basis.

3.30. As per third EPC contract (Civil Works) following are the clause against terms of payment:

- a. 5.00 % of ETC contract price (excluding Taxes and Duties and transportation of Mandatory Spares) as first initial advance against acceptance of LOI.
- b. 5.00 % of the ETC contract price (excluding Taxes and Duties and transportation of Mandatory Spares) as second and final advance within six months from the date of issue of LOI.
- c. 80.00 % of the price for ETC including insurance for all services plus price adjustments along with 100.00 % applicable taxes and duties as per

agreed billing break up on pro rata basis.

3.31. In this regard, the Petitioner to submit the following:

- a. The date of amount paid as above for all 3 contracts.
- b. Dates on which these were scheduled to be adjusted and when it got adjusted.

3.32. Whether there has been any delay in the completion of related works/supply and whether for such delay any penal charges have been recovered from the contractor and if so, what is such amount and where the same has been adjusted in accounts.

RVUN's Reply

3.33. The Petitioner submitted the details of advance payment as below:

First Advance Payment of 5% on 01.05.2013			
Order No.	380 (Rs.)	381 (Rs.)	382 (Rs.)
INR	1083280000	613000000	255350000
USD in INR	231436800		
EURO in INR	376815600		
Total	1691532400	613000000	255350000
Second Advance Payment of 5% on 06.01.2014			
Order No.	380 (Rs.)	381 (Rs.)	382 (Rs.)
INR	1083280000	613000000	255350000
USD in INR	268847250		
EURO in INR	451508400		
Total	1803635650	613000000	255350000
Grand Total			5231868050

3.34. The advanced payments have been adjusted and the Petitioner submitted the details of it. Further, the matter of recovery of penal charges shall be adjusted along with recovery of LD from the contractor, which is under consideration of the BoD, RVUN and the decision of the same shall be appraised as and when decided by the higher authorities in the upcoming triung-up Petition of SSCTPP (Units 7&8).

Increase in Cost of Land

Stakeholders/Respondents Comments/Suggestions

3.35. The Stakeholder sought following information from the Petitioner:

- a. Total land required for the project as per DPR and acquired on actual

- basis.
- b. Copy of Land Allotment Order for SSCTPP Units 7&8.
 - c. Date on which Allotted Land possession was obtained with documentary proof.
 - d. Date of fencing of the Allotted Land.
 - e. What has been the cost in Allotment of Land and what cost has been paid in actuals. The Petitioner to submit the justification in case of any variance in it.
 - f. Distance between existing premises of STPS Units 1-6 and premises of SSCTPP Units 7&8. Whether SSCTPP Units 7&8 are existing at the land of STPS Units 1-6 or separated by two different premises.

RVUN's Reply

3.36. The Petitioner submitted the following:

- a. RVUN submitted that it cannot be assumed that there would be no deviations in the original cost of the land as envisaged in the DPR and the costs that have actually been incurred. The DPR is prepared on the basis of certain assumptions, which have to be re-aligned subject to actual costs. In DPR, 474 hectare land has been proposed for the main Power Plant and additional 40 hectare land has been taken for residential colony separately. Further, additional land acquisition was made for Intake Water System, By-Pass Road, Railway Siding etc. Therefore, as per actual requirement the land was acquired to setup these infrastructures. The total land acquired for developing infrastructure is 698.55 hectare.
- b. Copy of land allotment Order, actual expenditure incurred has been submitted vide Petition. The start date of fencing was 24.05.2010.
- c. The actual cost incurred towards land acquisition is Rs. 27.63 Crore till 31.03.2022. The variation in cost towards actual land acquisition is mainly due to DLC rates as per the GoR.
- d. SSCTPP Units 7&8 Power Station has been developed in different premises with different boundary in the adjacent of premises of Units 1-6.

Township

Stakeholders/Respondents Comments/Suggestions

3.37. The Stakeholder sought following information from the Petitioner:

- a. Number of each category of employees and offices (sanctioned and existing).
- b. Type of quarters entitled by each category of employees and

- offices.
- c. Whether CISF personnel are on Permanent basis or on Contract basis. If on Contract basis, terms of contract be also stated by the Petitioner.
 - d. Whether the approach road is within the premises of the Project Land or outside and what is the length of this road.
 - e. In case of outside the Project Land, who has borne the cost of this Land, along with it the Petitioner to submit the Cost of land and approach road.
 - f. Vide Instant Petition, it has been submitted by the Petitioner that constructed number of units is less than the units envisaged in the DPR. The Petitioner to submit the number of units envisaged in the DPR and constructed on actual basis. Along with it the Petitioner to submit the reference of 622 units which are estimated to be constructed as per the DPR, as it has not been observed in the DPR provided.

RVUN's Reply

3.38. The Petitioner submitted the following:

- a. RVUN submitted the copy of sanctioned strength of employees, existing employees and entitlement of residential quarters to each category of employees and officers.
- b. Central Industrial Security Force (CISF) is a federal police organization in India under the Ministry of Home Affairs. It is one among the Central Armed Police Forces (CAPF). CISF provides security to industrial unit. The Petitioner submitted the Terms of Contract.
- c. The approach road developed is within the premises of project. The length of the approach Road is approximately 1.5 Km. The cost of developing approach road is Rs. 2.01 Crore.
- d. Total residential units envisaged in the DPR was 622 Units. The details are available in the DPR submitted vide Petition and no. of requirement of quarters has been provided vide Petition too.

Fly Over Bridge on Railway Crossing Stakeholders/Respondents Comments/Suggestions

3.39. The Petitioner vide instant Petition submitted Annexure – H (Minutes of Meeting of 301st BOD Meeting dated 12.03.2021). It is observed in it that the State

Government had disallowed the cost for Fly Over Bridge on Railway Crossing. The Petitioner to submit whether they have obtained revised sanction from the Government and if so, the Petitioner to submit the supporting documents against it. Further, the cost of such activities which are outside the premises is not permissible.

RVUN's Reply

- 3.40. The BOD of RVUN in its 301st meeting held on 12.03.2021 approved Rs. 30 Crore on account of Construction of fly over bridge on Railway Crossing. Further, RVUN vide letter dated 30.03.2021 and 17.08.2021 requested GoR for approval for cost enhancement of Project cost and the same is under consideration.

Upfront fees for coal mines allotment Stakeholders/Respondents Comments/Suggestions

- 3.41. The Stakeholder submitted that this cost is not admissible being a component of mines and not related to Power Station as has already been decided in the case of CSCTPP Units 5&6.

RVUN's Reply

- 3.42. RVUN submitted that the expenditure of Rs 52.50 Crore was approved by the BoD in its 268th and 301st meeting dated 09.03.2017 and 12.03.2021 under the head of up-front fee for Coal Mines Allotment. However, the above amount of Rs. 52.50 Crore paid against upfront fee for the project has been considered for recovery through coal cost.

Shifting of 220 kV line and 33 kV line conversion and 33 kV bay for Construction Power Stakeholders/Respondents Comments/Suggestions

- 3.43. The Stakeholder sought following information from the Petitioner:
- a. Cost of 33 kV line conversion and 33 kV bay for Construction Power.
 - b. Date when existing 220 kV line was constructed and now was required to be shifted.

RVUN's Reply

- 3.44. The Petitioner submitted the following:
- a. Cost of 33 kV line conversions and 33 kV bay for the construction power is Rs. 5.01 Crore.