

ODISHA ELECTRICITY REGULATORY COMMISSION
BIDYUT NIYAMAK BHAWAN
PLOT NO.-4, CHUNUKOLI, SHAILASHREE VIHAR
BHUBANESWAR - 751 021

Present: Shri U. N. Behera, Chairperson
Shri S. K. Parhi, Member
Shri G. Mohapatra, Member

Case No. 33/2020

South-Eastern Railway, Chakradharpur Division, Petitioner
Dist. West Singhbhum, Jharkhand

Vrs.

M/s. WESCO Utility, Burla & another Respondents

In the matter of: Application under Reg. 139 of the OERC Distribution (Condition of Supply) Code, 2019 for approval of tripartite agreement for availing power supply at 132 KV to 132/25 KV Rourkela traction for a period of 5 years.

For Petitioner: Shri Ravi Kumar Ranjeet, Divisional Railway Manager (TRD)
Shri Prasant Kumar Satapathy, Chief Technical Assistant, SE Railway,
Chakradharpur Division

For Respondents: Shri K. C. Nanda, DGM, WESCO Utility
Shri M. K. Bhaskaran, GM (Power Distribution), SAIL
Shri D. K. Bhanja, Representative of Rourkela Steel Plant

ORDER

Date of hearing: 25.08.2020

Date of order 28.09.2020

The representative of the petitioner South-Eastern Railway (S.E. Railway), Chakradharpur Division has submitted that at present they are availing power supply from Rourkela Grid Substation at 25 kV to their Electrified Section for traction purpose, which is already overloaded. Further, construction and electrification of one additional track between Bandhamunda – Kansbahal Section of S.E. Railway is under progress. In addition, electrification of the tracks of Rourkela Steel Plant (RSP) of about 85 track Kms. within its premises is also under progress. Hence, they require additional power of 12.5 MVA for these electric traction projects. Due to non-availability of required land near the transmission line of OPTCL, they are unable to construct a separate traction sub-station in this section to avail power supply from

OPTCL at 132 kV or 220 kV. Therefore, they requested RSP to allow power supply through the existing 132/25 kV Traction Sub-station named as Rourkela Traction Sub-station of RSP and RSP agreed to handover this traction sub-station to S.E. Railway, Chakradharpur Division for feeding power at 25 kV Over Head Equipment of Railway inside and outside RSP premises. At present, 132 kV connectivity to this Traction sub-station is not available from any nearby 132 kV Grid Sub-station of OPTCL. But, power supply from OPTCL at 132 kV is available to the 132 kV MSDS-VI Sub-station of RSP which is also inside the RSP premises and about 200 meters away from the said Traction sub-station. Power supply at 132 kV can be extended to the Traction Sub-station from the network of MSDS-VI Sub-station of RSP. RSP has given consent for such drawal of power from its MSDS-VI sub-station to the Traction Sub-station.

2. He further submitted that since the above arrangement of power supply to Railway, without being a consumer of DISCOM, is not permissible under clause 187 and 188 of the OERC Supply Code, 2019, Railway along with RSP approached WESCO Utility suo-motu to avail power as a separate consumer. A meeting among the officials of Railway, RSP and WESCO Utility was organized at RSP on 21.07.2017 and joint site visit was conducted. The officials WESCO Utility had also inspected the power supply facilities at MSDS-VI Sub-station as well as at the Traction Sub-station of RSP. In the meeting, the representative of WESCO Utility intimated that power supply can be provided to Railway from the network of the MSDS-VI Sub-station of RSP under a special agreement where Railway shall become a consumer of WESCO Utility to avail power from the network of RSP at 132 kV level and RSP shall be a consenting party to this agreement. Railway shall make payment to WESCO Utility for the power consumed by it based on the readings of the energy meters installed at the outgoing 132 kV feeders of MSDS-VI Sub-station of RSP. The energy billed to Railway shall be deducted from the energy recorded at 220 kV RSP feeders at Tarkera Grid Sub-station of OPTCL and shall be billed to RSP, the consenting party. WESCO Utility also intimated that the tripartite agreement executed among the parties shall have to obtain prior approval of OERC as per clause 139 of the OERC Supply Code, 2019, as this is a special power supply agreement. The representative of S.E. Railway submitted that presently power supply to M/s. Linde India Ltd., inside RSP is being

supplied through a similar tripartite agreement approved by the Commission vide its Order dated 18.01.2016 passed in Case No. 24 of 2015.

3. He further submitted that after several discussions, a draft tripartite agreement has been prepared and signed by the parties concerned on 18.03.2020. He prayed the Commission for approval of the draft tripartite agreement with or without any modification, after which final agreement will be signed and Railway will avail power supply to the Traction Sub-station at 132 kV from OPTCL by using the RSP network.
4. The respondents, M/s. WESCO Utility and M/s. SAIL (RSP) have not filed their written notes of submission. However, during hearing the representatives of both the respondents stated that they have no objection, if power supply is extended to S.E. Railway, Chakradharpur Division under the terms of conditions of the draft tripartite agreement filed by the petitioner for approval of the Commission.
5. Heard the parties. It is observed that the petitioner has filed the draft Tripartite Agreement signed by the concerned parties i.e. S.E. Railway, Chakradharpur Division, WESCO Utility and SAIL (RSP), Rourkela for approval by the Commission and after approval of the same with or without any modification, the final agreement will be signed. We further observed that earlier the Commission, vide its Order dated 18.01.2016 passed in Case No.24 of 2015, had approved a similar tripartite agreement entered between M/s. Linde India Ltd., WESCO Utility and SAIL (RSP), Rourkela for supplying power to M/s. Linde India Ltd. from the network of RSP. However, as per the tripartite agreement in the present case, the petitioner S.E. Railway, Chakradharpur Division shall become a consumer of WESCO utility to avail power supply upto but not exceeding 12500 KVA at 132 kV level from the MSDS-VI Sub-station of RSP, who is the consenting party. The consumer (S.E. Railway) shall be billed by the WESCO utility for both Energy and Demand Charges as recorded in the main energy meter installed at MSDS-VI Sub-station of the consenting party at 132 kV level in accordance with the applicable tariff determined by OERC. The consenting party (RSP) shall be billed on the basis of the recording of the main energy meter installed at Tarkera Grid Substation at 220 kV level minus the energy billed to the consumer (S.E. Railway) as well as the energy billed to M/s. Linde India Ltd. as previously agreed between WESCO utility and the consenting party. However, on expiry of the existing tripartite agreement between M/s. Linde India Ltd., WESCO

Utility and RSP, the billing methodology shall be made factoring Railway drawal only.

6. The agreement shall continue to be in force until expiry of five years from the date of supply and thereafter, shall so continue until the same is determined by either party giving two month notice to the other in writing expressing its intention to terminate the agreement. However, the consumer and the consenting parties have agreed to make all efforts towards the consumer getting direct power supply from the grid sub-station.
7. Replying to the queries of the Commission during hearing, the representative of WESCO Utility stated that they have no objection with the above arrangement of power supply and billing to S.E. Railway, Chakradharpur Division. Since all the parties concerned have agreed to this arrangement and entered into an agreement, we approve the same under Regulation 139 of OERC Distribution (Conditions of Supply) Code, 2019. However, direction in the tariff order for the respective year shall be applicable during such power supply to the petitioner. The WESCO Utility is directed to ascertain that the power supply to S.E. Railway, Chakradharpur Division under the subject tripartite agreement shall not adversely affect its revenue. In case of any revenue loss, the same shall be borne by WESCO Utility and the agreement shall cease with immediate effect under intimation to the Commission.
8. With the above direction, the case is disposed of.

Sd/-
(G. Mohapatra)
Member

Sd/-
(S. K. Parhi)
Member

Sd/-
(U. N. Behera)
Chairperson