

**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION**

GANDHINAGAR

Petition No. \_\_\_\_ of 2024

**IN THE MATTER OF**

Petition under Section 61 (h), 62, 86 (1) (c) and (e) and 181 of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for amendment of the Order No. 1 of 2024 for Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Power Projects including Storage, if any, for the State of Gujarat and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023.

**AND IN THE MATTER OF:**

Gujarat Electricity Transmission Corporation Limited  
Sardar Patel Vidyut Bhavan,  
Race Course,  
Vadodara – 390 007

...Petitioner


Versus

1. Madhya Gujarat Vij Company Limited  
Sardar Patel Vidyut Bhavan, Race Course,  
Vadodara – 390 007
2. Uttar Gujarat Vij Company Limited  
Visnagar Road, Mehsana -384001
3. Paschim Gujarat Vij Company Limited  
"Paschim Gujarat Vij Seva Sadan"  
Off. Nana Mava Main Road, Laxminagar,  
Rajkot – 360004
4. Dakshin Gujarat Vij Company Limited  
" Urja Sadan " Nana Varachha Road,  
Kapodara, Surat-395 006
5. Torrent Power Limited  
Ahmedabad, Surat & Dahej Distribution  
Torrent House, Off. Ashram Road,  
Ahmedabad-380 009.
6. MPSEZ Utilities Ltd.  
Adani Corporate House, Shantigram,  
Near Vaishno Devi Circle, S. G. Highway, Khodiyar, ,  
Ahmedabad – 382 421.



*[Handwritten Signature]*

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7. Deendayal Port Trust  
Business Development Cell, P.O. Box No. 50,  
Administrative Building, Gandhidham, Kutch (Gujarat).
  8. Aspen Infrastructure Ltd.  
Survey No. 26, Village Pipaliya,  
Taluka Waghodia, Vadodara – 391 760
  9. Jubilant Infrastructure Ltd.  
SEZ Developer, Plot No. 5  
Vilayat GIDC, Tal. - Vagra,  
Bharuch – 392 012.
  10. GIFT Power Company Ltd.  
GIFT City,  
Gandhinagar – 328 335

..Respondents

### PETITION

#### MOST RESPECTFULLY SHOWETH:

- 1) That the Petitioner herein, Gujarat Electricity Transmission Corporation Limited (GETCO) is a company incorporated under the provisions of the Companies Act 1956 and is the transmission licensee and State Transmission Utility in the State of Gujarat. The Petitioner has been entrusted with functions of the grant of connectivity and open access (except STOA) and enters into the Connectivity Agreement and the Transmission Agreement in regard to the renewable energy projects.
- 2) GETCO is filing the present Petition in regard to the Order No. 1 of 2024 related to Wind Solar Hybrid Projects and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System in regard to the consideration of need for permitting the transfer of connectivity in cases where the Renewable Projects are being promoted and allowed to be established under a Scheme involving RE Project Developer acting for group of RE Projects entities till the commissioning and Commercial Operation /RE Park Developers.

A copy of the Order No. 1 of 2024 is attached hereto and marked as **Annexure A**. A copy of the Procedure dated 7.01.2023 for Grant of Connectivity to



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Projects based on Renewable Sources to Intra-State Transmission System is attached hereto and marked as **Annexure B**.

- 3) That the Procedure issued for connectivity for renewable energy projects approved on 07.01.2023 indicates that the connectivity cannot transferred:

*4.5 Further, connectivity once granted, shall not be transferrable to other entity. Also, purpose of connectivity once granted cannot be changed or modified.*

- 4) That the Order No. 1 of 2024 under the head of "Procedure for integration of the wind solar hybrid project and battery storage to the grid" inter alia provides as under:

"3.10

...

*c. It is also necessary to ensure that the physical connectivity of Solar – Wind and Storage, if any, Hybrid Power Project with grid is granted to the same person/generating company in whose name the connectivity is approved / sanctioned and also the transmission and/or wheeling agreement is signed with the same person/generating company as a party to the agreement in whose name the connectivity is granted. The commissioning of the project shall be allowed by GEDA, DISCOMs and/or GETCO representative by verifying that such RE generators has complied with the provisions of CEA's Connectivity Standard Regulations and obtained ALMM certificate, if applicable and it shall be recorded in Commissioning Certificate during the inspection and commissioning activities."*

- 5) That from the above, it may be construed that the intention is to not allow the transfer of connectivity and further the person who had applied and obtained for connectivity would be the person who has to sign the transmission and/or wheeling agreement, including where the RE projects are being established through recognized Schemes with involvement/ facilitation by RE Project Developer/ RE Park Developers. ✓

- 6) It is submitted that if the above restriction is construed to be applicable to all including the RE Project Developers developing the Projects for number of RE projects entities and/ or RE Park Developer and will seriously affect Schemes of the development and promotion of RE sources by such involvement in the Developer Model. There are project developers who had been establishing the RE projects in aggregate and thereafter transfer individual RE Projects to other entities. Such projects are all connected to the common pooling station and ✓



the generation is apportioned to the individual generators by GEDA. This has been done in the past. Further there are park developers who establish common infrastructure facilities including the dedicated line to the GETCO sub-station.

- 7) That many developers and consumers have sent representations to the Government of Gujarat wherein they have represented the difficulty they are facing in the setting up of Renewable Energy power projects in Gujarat and GETCO has been forwarded the representations. Copies of the representations sent to Government of Gujarat is attached hereto and marked as **Annexure C**. It is stated that one of the issues raised is the conflicting provisions for permissions and agreements in the Government of Gujarat Policy and the Regulations – the representations had referred to provision in the Gujarat Renewable Energy Policy 2023 – definition of Project Developer/RE Project Developer and Clause 3.10(c) of the Order No. 1 of 2024. The Policy recognizes the transfer of the Project in the definition of the RE Project Developer:

*"Project Developer / RE Project Developer" shall mean an entity that makes investment for setting up solar or wind or wind-solar hybrid power project for the purpose of generation of electricity. Provided further that in case of wind Power Projects and also Wind-Solar Hybrid Power Projects wherein the development of project is being undertaken by an entity with requisite infrastructure in terms of land, internal roads, pooling sub-station, dedicated transmission line upto grid substation etc. and thereafter the project is transferred by such entity to another entity(ies), the RE project developer in such cases for the period upto transfer of project, shall mean the transferor entity and after the transfer of project shall mean the transferee entity who owns and operates the project for end use of energy generated from such project or part(s) thereof. Commissioning of projects connected with the State Grid will be undertaken on execution of Wheeling Agreement / Power Purchase Agreement with DISCOM or consumer(s)."*

- 8) Further the representations, inter alia, state as under::
- If provision for developer and transferee is removed, then every consumer / project has to apply for individual connectivity which may lead to either under-utilization of transmission capacity and / or more transmission lines have to be erected.
  - Developer who sought connectivity shall have to prove financial capability, acquire land and analysis of sites having high wind potential



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Validity Date

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which leads to more financial implications on small consumers/users for setting up RE projects.

- Only large industries with high power consumption will be benefited and comparatively small industries will remain deprived creating discrimination between them.

9) In view of the above representations, Government of Gujarat after detailed deliberations and discussions with GEDA, GUVNL, GETCO and stakeholders has directed that appropriate steps be taken to seek appropriate amendments in cases of Developers developing RE Projects in aggregate and Park Developers.

10) That GETCO has also received multiple requests/applications in regard to open access from transferee entities. It thus appears that there are number of ongoing projects under the Developer Approach wherein the Developer obtains the connectivity and thereafter transfers the individual projects to other entities. As per the information of GEDA e-mail dated 20.04.2024, as on date they have already accorded development permission to different hybrid projects of total 275 MW capacity which are ready for commissioning.

11) That the Developer Model is prominent particularly for development of wind projects which is part of the hybrid project, considering the complexity of project technology. Further, smaller entities including MSME sector usually do not have the expertise to execute such projects nor it is economically viable and technically feasible to implement small size projects to fulfil their renewable energy requirement and therefore such entities have in the past relied on the developer model. However, in view of the restrictions in the present mechanism for transfer, these projects may get affected.

12) That further in view of the restriction, development of RE Parks may also be affected. Usually, the connectivity is obtained by the RE Park Developer and thereafter the open access is taken by the Generator or the Consumer. The Connectivity Procedure dated 7.01.2023 while acknowledging the applicability to RE Park Developers does not specifically provide for how such Park Developers are to be treated when the Park Developer is not to be a generator itself:



"2. Applicability

2.1 This Procedure shall be applicable to the following:

ii) This procedure shall be applicable to the concerned agencies such as Gujarat STU, Transmission Licensee(s), Distribution licensees, State Load Dispatch Centre (SLDC), RE Implementing Agencies, RE Park Developers etc."

13) The Park Developer establishes the infrastructure and obtains connectivity for the entire park in its name and the open access is sought by the project(s) established therein.

14) That in view of the above, GETCO submits that the Hon'ble Commission may consider the aspect of permitting the transfer of project capacity in case of RE Project Developers (developing RE Projects in aggregate) and RE Park Developers. In this regard:

a. In Order No. 1 of 2024, Proviso may be added under Clause 3.10(c) for the RE Project Developers and RE Park Developers:

*"Provided that where RE Park Developer (as declared in the application for connectivity) developing the infrastructure facilities for the RE Projects to be established in the RE Park obtains connectivity for evacuation of power from RE projects located in the RE Park, such arrangement between the RE Park Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Park Developer shall be deemed to be on behalf of the RE Projects also.*

*Provided further that where under any scheme duly declared in the application for connectivity, the RE Developer develops the RE Projects in aggregate, with Connectivity to the Grid taken by the RE Developer with intent to allocate, transfer and assign individual RE Projects to identified entities, such arrangement between the RE Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Developer shall also be deemed to be on behalf of the RE Projects also for all intents and purposes"*

b. In Procedure for "Grant of connectivity to projects based on renewable energy sources to intra-state transmission system", appropriate amendment may be made as under:

i. Proviso may be added after 4.5

*"Provided that where RE Park Developer (as declared in the application for connectivity) developing the infrastructure facilities for the RE Projects to be established in the RE Park obtains connectivity for evacuation of power from RE projects located in the RE Park, such arrangement between the*



*Sheth*



*RE Park Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Park Developer shall be deemed to be on behalf of the RE Projects also for all intents and purposes. The RE Park Developer shall be required to declare the intent at the time of filing of the application for Connectivity.*

*Provided further that where under any scheme duly declared in the application for connectivity, the RE Developer develops the RE Projects in aggregate, with Connectivity to the Grid taken by the RE Developer with intent to allocate, transfer and assign individual RE Projects to identified entities, such arrangement between the RE Developer and the RE Projects shall not be in breach of the above and the connectivity so taken by the RE Developer shall also be deemed to be on behalf of the RE Projects also "*

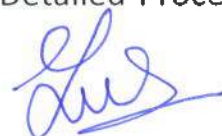
- ii. The entities shall be required to declare at the time of filing of application itself if they are applying as RE Park Developer and Aggregate RE Developer and only such entities shall be allowed for transfer. The Application forms for the Connectivity may be suitably modified.

- 15) Further it is submitted that there is a reference for connectivity and agreement on own name under Regulation 13 (XI) of GERC Green Energy Open Access Regulation, 2024 provides that"

*"New Green Energy (RE) generating plant(s) or generating Unit(s) or generating company who has obtained connectivity **on its name**, applied for seeking Long-Term Green Energy Open Access and entered into agreement for wheeling and/or transmission **on its name**, shall commission such plant(s) or unit(s) within twenty-four months from the date of Green Energy Open Access Application or the schedule date of commencement of open access/SCOD of the plant as specified in the respective PPA/transmission agreement/wheeling agreement, whichever is earlier, as case may be. Failing which, the Green Energy Open Access granted shall be deemed to have been cancelled, to avoid unnecessary blocking of the corridor.*

*Provided that in case of project developer is ready for commissioning of the project with supporting documentary evidence but such projects are unable to commission due to non-availability of transmission/distribution network on account of failure of licensee, such generator or generating company has liberty to approach the Commission, preferably, prior to three (3) months from the date of the completion of timelines as specified above"*

- 16) In this regard, it is submitted that if the provisions as referred to hereinabove is made in the Order No. 1 of 2024 and the Detailed Procedure, the above




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provision in the Green Open Access Regulations would equally apply to such transferee entities.

- 17) That the present Petition is filed bona fide and in interests of justice.
- 18) It is respectfully submitted that under Section 61, 62, 86 and 181 of the Electricity Act 2003 and other Applicable provisions of the Electricity Act, 2003, the Hon'ble Commission has jurisdiction to entertain the present petition for amendment of the Tariff Order/Procedure/regulations of Hon'ble Commission.
- 19) The Petitioner crave leave of Hon'ble Commission to make modification / deletion / alteration in the Petition and / or to make further submission in the matter.

**20) PRAYER:**

It is therefore respectfully prayed that this Hon'ble Commission may be pleased to :

- a) Admit this petition.
- b) Initiate proceedings for appropriate amendments to the Order No. 1 of 2024 for Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Power Projects including Storage, if any, for the State of Gujarat and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023 as per above;
- c) Pass any other order(s) as this Hon'ble Commission may deem just and proper in the circumstances of the case.

PETITIONER

Date: 16.07.2024

Place: Vadodara





**DECLARATION**

It is to declare that subject matter of the Petition has not been raised by the Petitioner before any other competent forum and that no other competent forum is currently seized of the matter or has passed any order in relation thereto.

**PETITIONER****Date:** 16.07.2024**Place:** Vadodara



**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION**

GANDHINAGAR

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Petition under Section 61 (h), 62, 86 (1) (c) and (e) and 181 of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for amendment of the Order No. 1 of 2024 for Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Power Projects including Storage, if any, for the State of Gujarat and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023.

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Ahmedabad – 382 421.



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Taluka Waghodia, Vadodara – 391 760

9. Jubilant Infrastructure Ltd.  
SEZ Developer, Plot No. 5  
Vilayat GIDC, Tal. - Vagra,  
Bharuch – 392 012.

10. GIFT Power Company Ltd.  
GIFT City,  
Gandhinagar – 328 335

.. Respondents

### AFFIDAVIT

I, Dr. Ashok J Chavda, son of Shri Jivrajbhai Chavda, aged about 57 years resident of Vadodara do hereby solemnly affirm and state as under:

1. I am working as Chief Engineer (R&C) in the Petitioner and am well conversant with the facts of the case and able to swear to the present Affidavit.
2. I have gone through the contents of the accompanying Petition and say that the contents stated therein are based on the records of the Petitioner Company maintained in the normal course of business and the same are true to the best of my knowledge.
3. I say that the annexures are true copies.

DEPONENT

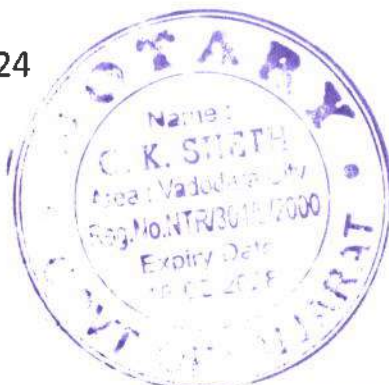
### VERIFICATION:

I, the DEPONENT above named do hereby verify that the contents of my above Affidavit are true to the best of my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Vadodara on 16<sup>th</sup> day of July 2024

Solemnly Affirmed/Declared  
Sworn Before me by Dr. Ashok  
J. Chavda

16/7/2024  
C. K. SHETH  
NOTARY



DEPONENT

Regd. No.: 464,  
Date: 16/7/2024.

ANNEXURE - A

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**TARIFF FRAMEWORK FOR PROCUREMENT OF POWER BY DISTRIBUTION  
LICENSEES AND OTHERS FROM WIND-SOLAR HYBRID PROJECTS  
INCLUDING STORAGE, IF ANY, AND OTHER COMMERCIAL ISSUES FOR THE  
STATE OF GUJARAT**

**February 2024**



**Gujarat Electricity Regulatory Commission**

**6<sup>th</sup> Floor, GIFT ONE, Road 5-C,  
Zone 5, GIFT City, Gandhinagar-382355,  
Gujarat, India**



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## Abbreviations

|         |   |
|---------|---|
| %       | Percentage                                      |
| ABT     | Availability-Based Tariff                       |
| AC      | Alternating Current                             |
| ALMM    | Approved List of Models and Manufacturers       |
| APPC    | Average Pooled Purchase Cost                    |
| CBG     | Competitive Bidding Guidelines                  |
| CDM     | Clean Development Mechanism                     |
| CEA     | Central Electricity Authority                   |
| CER     | Certified Emission Reduction                    |
| CERC    | Central Electricity Regulatory Commission       |
| COD     | Commercial Operation Date                       |
| CPSU    | Central Public Sector Undertaking               |
| CUF     | Capacity Utilization Factor                     |
| DISCOMs | Distribution Companies                          |
| DC      | Direct Current                                  |
| FY      | Financial Year                                  |
| GEDA    | Gujarat Energy Development Agency               |
| GERC    | Gujarat Electricity Regulatory Commission       |
| GETCO   | Gujarat Energy Transmission Corporation Limited |
| GoG     | Government of Gujarat                           |
| GoI     | Government of India                             |
| GUVNL   | Gujarat Urja Vikas Nigam Limited                |
| HPD     | Hybrid Project Developer                        |
| HPG     | Hybrid Project Generator                        |
| HPP     | Hybrid Power Project                            |
| ISTS    | Inter-State Transmission System                 |
| KV      | Kilo Volt                                       |
| kW      | Kilo Watt                                       |
| kWh     | Kilo Watt hours                                 |
| kVARh   | Kilo Volt Ampere Reactive Hour                  |
| M       | Meter   |
| m/s     | meter per second                                |
| MNRE    | Ministry of New and Renewable Energy            |
| MW      | Mega Watt                                       |
| MWh     | Mega Watt hour                                  |



|      |   |
|------|---|
| NEP  | National Electricity Policy             |
| NTP  | National Tariff Policy                  |
| O&M  | Operation and Maintenance               |
| PPA  | Power Purchase Agreement                |
| PSA  | Power Supply Agreement                  |
| PV   | Photovoltaic                            |
| R&D  | Research & Development                  |
| RE   | Renewable Energy                        |
| REC  | Renewable Energy Certificate            |
| RfS  | Request for Selection                   |
| RPO  | Renewable Purchase Obligation           |
| SECI | Solar Energy Corporation of India       |
| SERC | State Electricity Regulatory Commission |
| SLDC | State Load Despatch Centre              |
| T&D  | Transmission & Distribution             |
| V    | Volt                                    |
| WPD  | Wind Power Density                      |
| WTG  | Wind Turbine Generator                  |

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**Order No. 01 of 2024**

**IN THE MATTER OF:**

**TARIFF FRAMEWORK FOR PROCUREMENT OF POWER BY DISTRIBUTION LICENSEES  
AND OTHERS FROM WIND-SOLAR HYBRID ENERGY PROJECTS INCLUDING STORAGE, IF  
ANY, AND OTHER COMMERCIAL ISSUES FOR THE STATE OF GUJARAT**

**Date of the Order: 22/02/2024**

**CORAM:**

**Anil Mukim, Chairman  
Mehul M. Gandhi, Member  
S. R. Pandey, Member**



## 1. INTRODUCTION

### 1.1 Background

In exercise of the powers conferred under Sections 3 (1), 61 (h), 62 (1) (a) and 86 (1) (b) & (e) of the Electricity Act, 2003, National Electricity Policy, 2005, and Tariff Policy, 2016 and all other powers enabling it in this behalf, the Gujarat Electricity Regulatory Commission (GERC or Commission) presents this Order for 'Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Power Projects including Storage, if any, for the State of Gujarat'. The provisions of this Order shall be applicable for the Wind-Solar Hybrid Power Projects including Storage, if any, commissioned post 19<sup>th</sup> June 2023 upto the control period specified in this Order.

The Commission previously had issued Order No. 04 of 2021 dated 03<sup>rd</sup> April 2021 for 'Tariff Framework for Procurement of Power by Distribution Licensees and Others from Wind-Solar Hybrid Energy Projects and Other Commercial issues for the State of Gujarat'. The control period of the said Order was up to 31<sup>st</sup> March 2023. The Commission vide Order dated 17<sup>th</sup> March 2023 in Petition No. 2128 of 2022 had extended the control period of the Tariff Order No. 04 of 2021 up to 19<sup>th</sup> June 2023. The said Order provides that it shall be applicable to the project commissioned during the Control Period specified in the Order.

The Commission while framing the discussion paper considered the Policy & Regulatory provisions outlined in the Electricity Act, 2003 and Policies and Rules framed under the Act as well as 'National Wind -Solar Hybrid Power Policy' and subsequent Competitive Bidding Guidelines notified by MNRE.

### 1.2 The Electricity Act, 2003

The following provisions of the Act provide the enabling legal framework for promotion of Renewable Sources of energy by the State Electricity Regulatory Commissions (SERCs):

**Section 3 (1)** of the Act requires the Central Government to formulate, inter alia, the National Electricity Policy in consultation with the Central Electricity Authority (CEA) and State Governments for *inter-alia*, development of the renewable sources of energy. The provision is reproduced as under:



*"The Central Government shall, from time to time, prepare the National Electricity Policy and tariff policy, in consultation with the State Governments and the Authority for development of the power system based on optimal utilisation of resources such as coal, natural gas, nuclear substances or materials, hydro and renewable sources of energy."*

**Section 61 (h)** of the Electricity Act, 2003 provides as under:

*"61. Tariff regulations. The Appropriate Commission shall, subject to the provisions of this Act, specify the terms and conditions for the determination of tariff, and in doing so, shall be guided by the following, namely: -*

*".....*

*(h) the promotion of co-generation and generation of electricity from renewable sources of energy"*

**Section 62 (1) (a)** of the Electricity Act, 2003 provides as under:

*"62. Determination of Tariff. - (1) The Appropriate Commission shall determine the tariff in accordance with the provisions of this Act for: -*

*(a) supply of electricity by a generating company to a distribution licensee:*

*Provided that the Appropriate Commission may, in case of shortage of supply of electricity, fix the minimum and maximum ceiling of tariff for sale or purchase of electricity in pursuance of an agreement, entered into between a generating company and a licensee or between licensees, for a period not exceeding one year to ensure reasonable prices of electricity.*

*....."*

**Section 86 (1) (b) & 86 (1) (e)** of the Electricity Act, 2003 states as under:

*86. Functions of State Commission - (1) The State Commission shall discharge the following functions, namely: -*

*".....*



*(b) regulate electricity purchase and procurement process of 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”*

.....

*(e) Promote co-generation and generation of electricity from renewable sources of energy by providing suitable measures for connectivity with the grid and sale of electricity to any person, and also specify, for purchase of electricity from such sources, a percentage of the total consumption of electricity in the area of a distribution licensee.”*

### **1.3 Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022**

The Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022 were notified on 06.06.2022 by Ministry of Power, Govt. of India and its subsequent amendments dated 27.01.2023 & 13.05.2023 to facilitate use of Renewable Energy (RE) by the consumers through Open Access and thereby to further accelerate India's RE programs. The aforesaid Rule provides that the tariff for the supply of green energy by the Distribution Licensee shall be determined separately by the Appropriate Commission based on the Average Pooled Power Purchase Cost of the renewable energy, cross-subsidy charges, if any, and service charges covering the prudent cost of the distribution licensee for providing the green energy.

The Rules provide that consumers who have contracted demand or sanctioned load of Hundred (100) kW or more, either through single connection or through multiple connections aggregating Hundred (100) kW or more located in same electricity division of distribution licensee, shall be eligible to source power through Green Energy Open Access. Further, there shall be no capacity restriction for setting up of RE projects for captive use with respect to consumers' contract demand/ sanctioned load.

The Rules recommends Banking facility for the RE projects set up for captive use and third-party sale and specifies applicability of Open Access Charges, Cross Subsidy Charge, Additional Surcharge and treatment of un-utilized banked energy in case of Open Access transactions under third party and captive use.



The Rules provides that it shall come in force from the date of its Notification i.e. with effect from 06.06.2022.

#### 1.4 National Electricity Policy (NEP)

**Clause 5.2.20** of the NEP stipulates the need for fully exploiting the feasible potential of non-conventional energy sources, as reproduced below:

*"5.2.20 Feasible potential of non-conventional energy resources, mainly small hydro, wind and biomass would also need to be exploited fully to create additional power generation capacity. With a view to increase the overall share of non-conventional energy sources in the electricity mix, efforts will be made to encourage private sector participation through suitable promotional measures."*

**Clause 5.6.1** stipulates about the need for Technology Development and R&D on non-conventional energy systems, as reproduced below:

".....

*Special efforts would be made for research, development demonstration and commercialisation of non-conventional energy systems. Such systems would need to meet international standards, specifications and performance parameters."*

**Clause 5.12** stipulates several conditions for promotion and harnessing of renewable energy sources. The salient features of the said provisions of NEP are reproduced below:

*5.12.1: Non-conventional sources of energy being the most environment-friendly, there is an urgent need to promote generation of electricity based on such sources of energy. For this purpose, efforts need to be made to reduce the capital cost of projects based on non-conventional and renewable sources of energy. Cost of energy can also be reduced by promoting competition within such projects. At the same time, adequate promotional measures would also have to be taken for development of technologies and a sustained growth of these sources. Progressively, the share of electricity from non-conventional sources would need to be increased as prescribed by State Electricity Regulatory Commissions. Such purchase by distribution companies shall be through competitive bidding process. Considering the fact that it will take some time before non-conventional technologies compete, in terms of cost, with conventional sources, the Commission may determine an appropriate differential in prices to promote these technologies.*



## 1.5 Tariff Policy 2016

In compliance with the Section (3) of the Electricity Act, 2003 the Central Government has notified the revised Tariff Policy on 28.01.2016. The Tariff Policy elaborates the role of Regulatory Commissions, the mechanism for promoting renewable source of energy, the time-frame for implementation, etc. The Clause 5.2 of the Tariff Policy is reproduced as under:

".....

*Provided also that the State Government can notify a policy to encourage investment in the State by allowing setting up of generating plants, including from renewable energy sources out of which a maximum of 35 % of the installed capacity can be procured by the Distribution Licensees of that State for which the tariff may be determined under Section 62 of the Electricity Act, 2003."*

Clause 6.4 of the Tariff Policy states about various aspects associated with promoting and harnessing renewable sources of energy generation including co-generation from renewable energy sources, which is reproduced below:

".....

*6.4 – Renewable sources of energy generation including co-generation from renewable energy sources*

*1) Pursuant to provisions of Section 86(1)(e) of the Act, the Appropriate Commission shall fix a minimum percentage of the total consumption of electricity in the area of a distribution licensee for purchase of energy from renewable energy sources, taking into account availability of such resources and its impact on retail tariffs. Cost of purchase of renewable energy shall be taken into account while determining tariff by SERCs. Long term growth trajectory of Renewable Purchase Obligations (RPOs) will be prescribed by the Ministry of Power in consultation with MNRE.*

*Provided that cogeneration from sources other than renewable sources shall not be excluded from the applicability of RPOs.*

*(i) Within the percentage so made applicable, to start with, the SERCs shall also reserve a minimum percentage for purchase of solar energy from the date of notification of this policy which shall be such that it reaches 8% of total consumption of energy, excluding Hydro Power, by March 2022 or as notified by the Central Government from time to time.*





(ii) Distribution Licensee(s) shall compulsorily procure 100% power produced from all the Waste-to-Energy plants in the State, in the ratio of their procurement of power from all sources including their own, at the tariff determined by the Appropriate Commission under Section 62 of the Act.

(iii) It is desirable that purchase of energy from renewable sources of energy takes place more or less in the same proportion in different States. To achieve this objective in the current scenario of large availability of such resources only in certain parts of the country, an appropriate mechanism such as Renewable Energy Certificate (REC) would need to be promoted. Through such a mechanism, the renewable energy based generation companies can sell the electricity to local distribution licensee at the rates for conventional power and can recover the balance cost by selling certificates to other distribution companies and obligated entities enabling the latter to meet their renewable power purchase obligations. The REC mechanism should also have a solar specific REC.

(iv) Appropriate Commission may also provide for a suitable regulatory framework for encouraging such other emerging renewable energy technologies by prescribing separate technology based REC multiplier (i.e. granting higher or lower number of RECs to such emerging technologies for the same level of generation). Similarly, considering the change in prices of renewable energy technologies with passage of time, the Appropriate Commission may prescribe vintage based REC multiplier (i.e. granting higher or lower number of RECs for the same level of generation based on year of commissioning of plant).

2) States shall endeavour to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by Distribution Licensee from renewable energy sources from projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government.

However, till such notification, any such procurement of power from renewable energy sources projects, may be done under Section 62 of the Electricity Act, 2003. While determining the tariff from such sources, the Appropriate Commission shall take into account the solar radiation and wind intensity which may differ from area to area to ensure that the benefits are passed on to the consumers.



3) The Central Commission should lay down guidelines for pricing intermittent power, especially from renewable energy sources, where such procurement is not through competitive bidding. The tariff stipulated by CERC shall act as a ceiling for that category.

(4) In order to incentivize the Distribution Companies to procure power from renewable sources of energy, the Central Government may notify, from time to time, an appropriate bid-based tariff framework for renewable energy, allowing the tariff to be increased progressively in a back-loaded or any other manner in the public interest during the period of PPA, over the life cycle of such a generating plant. Correspondingly, the procurer of such bid-based renewable energy shall comply with the obligations for payment of tariff so determined.

(5) In order to promote renewable energy sources, any generating company proposing to establish a coal/lignite based thermal generating station after a specified date shall be required to establish such renewable energy generating capacity or procure and supply renewable energy equivalent to such capacity, as may be prescribed by the Central Government from time to time after due consultation with stakeholders. The renewable energy produced by each generator may be bundled with its thermal generation for the purpose of sale. In case an obligated entity procures this renewable power, then the SERCs will consider the obligated entity to have met the Renewable Purchase Obligation (RPO) to the extent of power bought from such renewable energy generating stations.

Provided further that in case any existing coal and lignite based thermal power generating station, with the concurrence of power procurers under the existing Power Purchase Agreements, chooses to set up additional renewable energy generating capacity, the power from such plant shall be allowed to be bundled and tariff of such renewable energy shall be allowed to be pass through by the Appropriate Commission. The Obligated Entities who finally buy such power shall account towards their renewable purchase obligations. Provided also that scheduling and despatch of such conventional and renewable generating plants shall be done separately.

(6) In order to further encourage renewable sources of energy, no inter-State transmission charges and losses may be levied till such period as may be notified by the Central Government on transmission of the electricity generated from solar and wind sources of energy through the interstate transmission system for sale.



(7) Appropriate Commission may provide regulatory framework to facilitate generation and sale of electricity from renewable energy sources particularly from roof-top solar system by any entity including local authority, Panchayat Institution, user institution, cooperative society, Non-Governmental Organization, franchisee or by Renewable Energy Service Company. The Appropriate Government may also provide complementary policy support for this purpose.

*Explanation: "Renewable Energy Service Company" means an energy service company which provides renewable energy to the consumers in the form of electricity.*

### **1.6 National Wind-Solar Hybrid Power Policy 2018**

The Ministry of New and Renewable Energy (MNRE) notified the National Wind-Solar Hybrid Policy on 14.05.2018. The Clauses 2.1 & 2.2 of the Policy reads as under:

*"2.1 The main objective of the policy is to provide a framework for promotion of large grid connected wind-solar PV hybrid system for efficient utilization of transmission infrastructure and land. It also aims at reducing the variability in renewable power generation and achieving better grid stability".*

*"2.2 Policy also aims to encourage new technologies, methods and way-outs involving combined operation of wind and solar PV Plants."*

The policy seeks to provide support for new hybrid projects as well as hybridisation of existing Wind/Solar Power Projects. The policy also permits for use of battery storage in the hybrid project for optimising the output and further reduces the variability.

The Policy state that a Wind-Solar plant will be recognized as hybrid plant if the rated power capacity of one resource is at least 25% of the rated power capacity of other resource.

The Policy also state that the Central Electricity Authority and CERC shall formulate necessary Standards and Regulations including metering methodology and standards, Forecasting and Scheduling Regulations, REC mechanism, Grant of Connectivity and Sharing of Transmission lines, etc. for Wind-Solar Hybrid Systems.



### **1.7 MNRE's Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects (No. 238/78/2017-Wind dated 14.10.2020)**

The provisions under the MNRE competitive bidding guidelines and the specific objective of these guidelines are highlighted below.

- a) *To promote competitive procurement of electricity from grid connected wind solar hybrid power projects (hereafter termed as 'Hybrid Power Project'), by distribution licensees, to protect consumer interests.*
- b) *To facilitate transparency and fairness in procurement processes/and to provide for a framework for an Intermediary Procurer as an Aggregator/trader for the inter-state sale-purchase of long-term power.*
- c) *To provide a risk-sharing framework between various stakeholders, involved in the wind solar hybrid power procurement, thereby encouraging investments, enhanced bankability of the Projects and profitability for the investors.*

#### **Applicability of Guidelines:**

*"3.1. These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for long-term procurement of electricity through competitive bidding process, by Procurer(s), from Hybrid Power Projects having individual size of 50 MW and above at one site with minimum bid capacity of 50 MW, subject to the condition that the rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity.*

*3.2. The solar and wind projects of the hybrid project may be located at same or different locations. The minimum capacity to be injected at each injection point shall be 50 MW.*

*3.3. Storage may be added to the hybrid power project:*

- a. *to reduce the variability of output power from wind solar hybrid project.*



b. providing higher energy output for a given capacity (bid/ sanctioned capacity) at delivery point, by installing additional capacity of wind and solar power in a wind solar hybrid project.

c. to ensure availability of firm power for a particular period.

3.4. Unless explicitly specified in these Guidelines, the provisions of these Guidelines shall be binding on the Procurer and Intermediary Procurer. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause 23 of these Guidelines

3.5. The power procured from the project may be used for fulfilment of solar and non-solar RPO in the proportion of rated capacity of solar and wind power in the plant respectively."

**The arrangement for implementation shall be as under:**

a) SECI will be the nodal agency for implementation of these Guidelines.

b) The selection of the Hybrid Power Projects will be through a transparent e-bidding process followed by e-reverse auction.

c) The solar and wind projects may be located at same or different locations.

d) Storage may be added to the Hybrid power project.

e) The power procured from the project may be used for fulfilment of solar RPO and non-solar RPO in the proportion of rated capacity of solar and wind power in the plant respectively.

f) Unless explicitly specified in these Guidelines, the provisions of these Guidelines shall be binding on the Procurer and SECI.

g) The Intermediary Procurer, i.e. SECI, shall enter into a Power Purchase Agreement (PPA) with the Hybrid Power Generator(s) and also enter into a Power Sale Agreement (PSA) with the distribution licensee(s)/consumer(s). The PSA shall contain the relevant provisions of the PPA on a back-to-back basis. In case SECI is not able to enter into a PSA



*to sell power from projects awarded to distribution licensee(s) or bulk consumers within six months from issue of letter of award, those projects would be cancelled.*

- h) The duration of the PPA period should not be less than 25 years from the Scheduled Commissioning Date (SCD).*
- i) SECI may charge a trading margin of seven paise/kWh from the Buying entity/Procurer for purchase and sale of the hybrid power.*
- j) The bidders may avail fiscal and financial incentives available for such projects as per prevailing conditions and Rules, and the same may be disclosed by the SECI in the Request for Selection (RfS) document.*

### **1.8 Gujarat Renewable Energy Policy 2023**

Government of Gujarat vide G.R. No. REN/e-file/20/2023/0476/B1 dated 4<sup>th</sup> October 2023 has notified Gujarat Renewable Energy Policy 2023. The Gujarat Renewable Energy Policy, 2023, aims to tap the renewable energy potential of State in a maximum possible manner. The policy also aims to (a) attract participation from Industries, MSMEs, Organizations, and Consumers etc. for augmenting clean energy sources in the State, (b) achieve the State's Sustainable Development Goals by rapid transition to clean energy sources, (c) make available quality, reliable and cost competitive renewable power to consumers with conducive policy framework, and (d) achieve 50% of cumulative electric power installed capacity from non-fossil fuel-based energy resources by the year 2030.

The main objectives of the Policy are as under:

- a) To tap the RE potential available in the State.*
- b) Increase the share of RE and ensure energy security to reduce dependency on fossil fuels.*
- c) To supply day time power to Agricultural Consumers.*
- d) To reduce the carbon footprint and hedging the energy cost.*
- e) Promote decentralized RE generation.*
- f) Promote investment, employment & skill enhancement and local manufacturing, Start-Ups, etc. in the RE sector.*



- g) Encourage research and development and deployment of innovative technologies, pilot projects, etc. in the RE sector.*
- h) Promote energy efficiency by creating energy awareness.*

The policy provides that Renewable Energy Projects that are installed and commissioned during the operative period will be eligible for the benefits and incentives outlined in this Policy. Further, the projects commissioned after 19<sup>th</sup> June-2023 under Wind Solar Hybrid Policy, 2018 and before the issuance of the Policy shall be eligible for the benefits under this Policy. These benefits will be applicable for a period of 25 years from the date of commissioning or the lifespan of the RE project, as defined by GERC / MoP / MNRE, whichever is earlier.

The provisions related to hybridization of Wind-Solar Power Projects outlined in the Policy are elaborated below:

### ***"11. Wind-Solar Hybrid***

- 11.1 Solar and wind energy generations being complementary to each other, 'hybridization' of two technologies would help in minimizing the variability apart from optimally utilizing available infrastructure, including land and transmission systems.*
- 11.2 Capacity of one resources (solar or wind) in the hybrid projects shall be as per the National Wind-solar Hybrid Policy notified by MNRE vide letter No. F. No. 238/78/2017-Wind dated 14<sup>th</sup> May 2018 for Wind Solar Hybrid Projects and its amendments from time to time.*
- 11.3 For the purpose of simplicity, wind-solar hybrid power generation plants are divided into two categories:*
  - 11.3.1 Type-A Projects: This category includes the conversion of existing or under-construction standalone wind or solar power plants into hybrid projects. Wind or solar capacity under construction shall be considered based on the registration certificate issued by GEDA or evacuation permission granted by GTECO/STU to the solar or wind RE developers as the case may be, before the issuance of this policy. The installed wind and solar capacity shall be considered based capacity of power purchase agreement (PPA) or wheeling agreement.*



Only AC integration shall be permitted. The integration of wind and solar components of a wind-solar hybrid projects shall be allowed at the plant end or at the pooling/sending station depending upon the feasibility issued by DISCOM/GETCO in accordance with the connectivity regulations of GERC/CERC, Safety regulations issued by CEA and all other applicable regulations/standards/code. Provided further that a separate set of main and back up ABT Compliant metering systems for the purpose of apportioning of energy shall be installed at the generating terminal/turbine output of each WTG with necessary communications facility to the GEDA/GETCO System and the energy accounting shall be undertaken accordingly. Further suitable control equipment shall be deployed for controlling the power output of the hybrid projects.

**11.3.2 Hybridization of Type A Projects:** Existing wind power or solar power RE Developers willing to install solar PV plants or wind turbine generators, respectively, at the existing locations to avail benefits under this policy shall be allowed to do so with the following conditions:

- (a) The total power injection (combined wind and solar) into the grid after hybridization shall not be more than the transmission capacity or grid connectivity allowed or sanctioned by GETCO /STU for this purpose. In the event that addition or augmentation of the existing evacuation system is required as per the system study undertaken by GETCO/STU due to the addition of wind and solar capacity, RE Developers shall undertake such addition or augmentation in the system up to the receiving end sub-station of GETCO/STU at their own cost. However, the primary focus of this policy is to optimize the utilization of existing transmission infrastructure, technologies and design approaches towards minimum augmentation are encouraged.
- (b) The solar and wind power generated from the hybrid projects shall be measured separately at the pooling/sending-end sub-station and energy injection at the receiving end sub-station of GETCO/STU shall be worked out on an apportioned basis as per the common meter reading at the receiving end sub-station up to the receiving end sub-station of GETCO/STU.





(c) *The RE Developers shall approach GETCO/STU to determine the transmission capacity available to evacuate the additional wind and solar power or any augmentation that may be required. GETCO/STU shall provide the relevant data with regards to the transmission capacity utilization on its existing network.*

**11.3.3 Type-B Projects:** *This includes new wind-solar hybrid power generation projects that are not registered with GEDA or for which evacuation permission has not been granted by GETCO/STU until the date of issuance of this policy.*

*Further, in the absence of a common RPO and tariff, only AC integration will be allowed. The integration of wind and solar components of a wind-solar hybrid projects shall be allowed at the plant end or at the pooling / sending station depending upon the feasibility issued by DISCOM/GETCO in accordance with the connectivity regulations of GERC / CERC, Safety regulations issued by CEA and all other applicable regulations / standards / code. Provided further that a separate set of main and back up ABT Compliant metering systems for the purpose of appropriating of energy shall be installed at the generating terminal / turbine output of each WTG with necessary communication facility to the GEDA / GETCO System and the energy accounting shall be undertaken accordingly. Further, suitable control equipment shall be deployed for controlling the power output of the hybrid projects.*

*DC integration shall be contingent on the availability of DC metering standards, which may evolve over time.*

*Under all circumstances, the RE Developer shall lay a dedicated line for the evacuation of power from the pooling/sending-end sub-station of the hybrid project to the receiving-end sub-station of GETCO/STU as per the system study undertaken by GETCO/STU. Energy injection from wind and solar capacity at the receiving end of the GETCO/STU sub-station shall be worked out separately on the basis of the meter reading of the common meter installed at the receiving end of the sub-station and appropriately apportioned as per the respective meter readings of the wind and solar meters.*

**11.4** *Wheeling of energy for captive use or for third party sale shall be allowed on payment of charges as per Clause No. 15 and energy settlement will be as per Clause No. 14 of this policy.*



11.5 The Distribution Licensees may procure from wind-solar hybrid power projects in accordance with the Clause No. 16 of this Policy.

.....

The provisions related to Energy Settlement & banking and tariff for purchase of energy from Wind Solar Hybrid projects, outlined in the Policy are elaborated below:

#### **“14. Energy Settlement and Banking**

14.1 Energy accounting and banking for all renewable energy projects, including rooftop projects, shall be as per the regulations framed by GERC from time to time in accordance with the Green Energy Open Access Rules 2022 notified by the Ministry of Power, Govt of India. In case of the consumers availing energy banking facility, the settlement of renewable energy against consumer's consumption shall be carried out on billing cycle basis upon payment of applicable banking charges as determined by GERC from time to time. No banking charges shall be applicable on solar power consumed by Residential consumers.

14.2 In case the consumer is not availing energy banking facility and consumption is from RE projects registered under REC mechanism, the energy settlement shall be carried out on 15-minute time block basis and no banking charges will be applicable.

14.3 Energy banking facility on billing cycle basis shall be allowed upon payment of applicable banking charges, which shall be determined by GERC from time to time in a cost reflective manner taking into account the cost implications for DISCOMs in providing the banking facility. Banking facility will be allowed to the extent of capacity to absorb RE power in the State's grid and RE Project will not have any right to claim any compensation from utilities. However, the SLDC / Distribution companies / Transmission companies will make efforts for enhancing the load management capacity by upgrading/modernization of their infrastructure. The banking charges shall be determined on monthly/quarterly basis as per the details / information of the previous month/quarter.

14.4 MoP, GoI Guidelines related to energy storage obligations as amended from time to time will be applicable to the captive and third-party consumers.



- 14.5 For net import of power from DISCOMs i.e. energy consumption after providing set off of renewable energy, DISCOM will charge the tariff applicable to respective category of the consumer which shall include fixed or demand charges, energy charges, peak hour charges, other charges or penalties, etc. as applicable to other consumers.
- 14.6 Power generated from the RE project shall be utilized within applicable energy settlement period. Any energy that remains unutilized at the end of settlement period shall be treated as inadvertent flow and no payment shall be made by the DISCOM for such energy.
- 14.7 Peak hour charges as per the GERC tariff schedule shall be levied on the entire peak hours energy consumption as recorded in the consumer meter i.e. including banked energy.

The Purchase of Power by DISCOMs from Wind Solar Hybrid Projects related provisions outlined in the Policy are elaborated below:

#### **"16. Purchase of Power by DISCOMs**

**For RE projects covered under competitive bidding process as per MNRE Guidelines:**

- 16.1 DISCOM may purchase power from RE projects from time to time to economize overall power purchase costs for the benefit of consumers by following the competitive bidding process in accordance with the guidelines notified by the Government of India from time to time under Section 63 of the Electricity Act. The terms and conditions for the supply of power shall be governed by the provisions of respective Power Purchase Agreement signed between the RE project and DISCOM.
- 16.2 In the case of Type-A hybrid projects, the purchase of power from existing wind or solar capacity as the case may be, shall be in accordance with the respective PPAs with DISCOMs, and purchase of power from additional or new wind or solar capacity shall be at the tariff discovered through competitive bidding undertaken by DISCOMs separately for purchase of wind and/or solar power.

**16.3 For RE Projects exempted from competitive bidding process as per MNRE guidelines:**



### **16.3.1 Purchase from Solar Power Projects**

DISCOMs may procure power from distributed solar projects up to 4 MW capacity at a pre-fixed levelized tariff as per the mechanism decided by GERC i.e. simple average of tariffs discovered and contracted under the competitive bidding process conducted by GUVNL for solar projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, plus 20 paisa/unit, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.

Further, in case generic tariff is determined by GERC for solar project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of solar power from such project and the same shall be fixed for entire term of PPA.

### **16.3.2 Purchase from wind power projects**

DISCOMs may procure power from small size wind power projects up to 10 MW capacity at a pre-fixed levelized tariff equal to the simple average of tariff discovered and contracted under the competitive bidding process conducted by GUVNL for wind projects in the preceding 6-month period, i.e., either April to September or October to March, as the case may be, which shall be applicable for the signing of PPAs in subsequent 6-month period and such tariff shall remain fixed for the 25 year term of the PPA.

Further, in case generic tariff is determined by GERC for wind project and such tariff is lower than tariff as stated in above para, lower tariff will be applicable for purchase of wind power from such project and the same shall be fixed for entire term of PPA.

16.3.3. For projects covered under Clause No. 16.3.1 and 16.3.2, if the tariff is not available for preceding 6-month period, then available tariff of latest 6-month tariff shall be considered.



16.3.4 Purchase of power from the RE project setup under the specific scheme / guideline of State or Central Government, as the case may be, will be governed as per the terms and conditions of respective scheme / guidelines. Further, the tariff for such projects shall be as approved by GERC.”

.....

## **29. Repowering of wind projects**

29.1 With an objective to re-energize the old, small-sized and inefficient wind turbines and replace with bigger and more efficient wind turbines with better technology (improved rotor diameters, larger blades, taller towers and pole lengths, increased hub heights, etc.) so as to optimally utilize the existing land and infrastructure, the repowering of wind turbine generators shall have to be done by the RE developers on or before the completion of 25 years from the date of commissioning of the project or extended term of the agreement.

29.2 The repowering of wind turbine generators shall have to be done by the RE developers within six months from the date of issuance of this policy whose wind turbine generators have either completed the 25 years or about to complete the 25 years from the date of commissioning of the project. The developer whose agreements with GETCO and DISCOM are either extended or expired within one year from the date of issuance of this policy shall be eligible for the repowering.

29.3 If the Wind Project developer fails to repower its wind turbine generator at the expiry of the project's life term of agreement / extended terms of agreement, as the case may be, such RE developer shall have to decommission the wind power project and surrender the connectivity, and if the WTG is set up on leased land, they shall also have to surrender their leasehold rights to Government.

29.4 The life of the repowered project shall be 25 years or the actual life of the turbines, whichever is earlier.

29.5 RE developer shall be allowed for full partial repowering without any ceiling limit during the operation period.



29.6 The repowering of projects shall have to be done under intimation to the beneficiary and with the prior consent of the SNA.

29.7 After completion of repowering RE Developer is required to inform SNA for certification of repowering. Date certified by SNA shall be considered as date of Repowering.

29.8 Repowering of Wind Projects selling power to DISCOM:

- i. In case Wind project is selling power to DISCOM under the PPA (under a preferential tariff, REC mechanism, or competitive bidding route), then such wind power generator shall continue to supply generation from the existing capacity prior to repowering as per the terms and conditions of the existing PPA.
- ii. The generation corresponding to the existing capacity prior to repowering shall be equivalent to the average generation during the last three years prior to the repowering of the wind project, excluding the year in which repowering was undertaken.
- iii. The additional generation capacity due to repowering may be procured by DISCOM as per Clause No. 16 of this policy, taking into account the RPO requirement and tariff discovered through the competitive bidding process, as may be decided from time to time. However, it will not be binding for the DISCOM to purchase additional power as a result of repowering of wind project and RE developer shall have option to sell power or use for self consumption.

29.9 Repowering of Wind Projects setup under wheeling arrangement:

- i. The consumption of existing wind generation quantum shall be governed by the existing wheeling and transmission agreement.
- ii. Existing generation quantum shall be determined based on average generation in the previous 3 financial years prior to repowering, excluding the year in which repowering was undertaken. The wheeling of additional generation over and above the existing generation quantum will be governed as per the provisions of this policy.
- iii. The Wheeling Agreement shall have to be modified or amended to give effect of the same.



*iv. If the incremental capacity post-repowering is offered to concern DISCOM, the same may be procured by DISCOM in accordance with Clause No. 16 of this policy.*

*29.10 For existing wind projects completing 25 years of life from the date of CoD, the extensions in connectivity by STU and land lease extensions by GEDA shall be granted only upon repowering of the existing wind turbine generators. Additional wind capacity due to repowering will be governed by Clause No. 29.6 and 29.7, as applicable.*

*29.11 The dismantling and de-commissioning of existing RE projects, land acquisition, augmentation of the transmission system up to the GETCO (STU) Sub-Station, renewal of leases, renewal of consents, etc. shall be at the cost, risk, and responsibility of the RE developer.*

*29.12 The wind projects undergoing repowering shall be exempted from the obligations under the existing PPA for non-availability of generation during the period of execution of such repowering, subject to a maximum period of four months. Similarly, in the case of repowering by wind power project set up under wheeling arrangement, the wind project shall be allowed to purchase power from the grid during the period of execution of repowering upon payment of tariff to concerned DISCOM as applicable to respective consumer category.*

*29.13 The 'Gujarat Repowering of Wind Projects Policy 2018' notified vide G.R. dated May 21, 2018 stand superseded."*

### **1.9 GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.**

The Commission has notified the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024. While notifying the present tariff framework, the Commission has also considered the provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024. The GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 stipulates various provisions related to grant of Open Access from Green Energy Generating Projects for consumption of green energy for captive use as well as purchase of green energy from third party generators including provisions related to energy banking facility, banking charges, energy settlement mechanism, applicability of various open access charges, etc.



### 1.10 Renewable Purchase Obligation in Gujarat

The GERC (Procurement of Energy from Renewable Sources), (Third Amendment) Regulations, 2022 dated 08.04.2022, specify the Renewable Purchase Obligation (RPO) targets till FY 2024-25 and beyond as below:

| Year    | Minimum Quantum of Purchase (in %) from Renewable Energy Sources (in terms of energy in kWh) |       |   |  | Total (%) |
|---------|--|-------|---|--|-----------|
|         | Wind   | Solar | Hydro Power Purchase Obligation (HPO) (%) | Others (Biomass, Bagasse, Hydro and MSW) (%) |           |
| 2017-18 | 7.75   | 1.75  |   | 0.50   | 10.00     |
| 2018-19 | 7.95   | 4.25  |   | 0.50   | 17.02     |
| 2019-20 | 8.05   | 5.50  |   | 0.75   | 14.30     |
| 2020-21 | 8.15   | 6.75  |   | 0.75   | 15.65     |
| 2021-22 | 8.25   | 8.00  |   | 0.75   | 17.00     |
| 2022-23 | 8.25   | 8.00  |   | 0.75   | 17.00     |
| 2023-24 | 8.40   | 9.50  | 0.05                                      | 0.75   | 18.70     |
| 2024-25 | 8.55   | 11.25 | 0.10                                      | 0.80   | 20.70     |

Source: GERC (Procurement of Energy from Renewable Sources) (Third Amendment) Regulations, 2022

As per the RPO regulation, the obligated entities have the obligation to purchase electricity (in kWh) from specified RE sources. The said purchase shall be at a defined minimum percentage of the total consumption of its consumers including T&D losses during a year.

This renewable purchase obligation applies to:

- distribution licensees; and
- any other captive and open-access users consuming electricity (i) generated from conventional captive generating plant having capacity of 5 MW and above for their own use and/or (ii) procured from conventional generation through open access and third party sale.

The aforesaid Regulations also provides that the targets specified for Obligated Entities for FY 2024-25 shall be continued beyond for FY 2025-26 and onwards unless specified by the Commission separately.

Further, this Regulation recognises the certificates issued within the scope of Central Electricity Regulatory Commission's (CERC) Renewable Energy Certificate (REC) as the valid





instruments for the discharge of the mandatory obligations set out in these Regulations for the obligated entities to purchase electricity from renewable energy sources termed as Renewable Energy Certificates (REC).

### **1.11 Discussion Paper on Tariff Framework for Wind - Solar Hybrid Project including Storage, if any and other Commercial Issues**

The Commission considered the MNRE Policy and Guidelines related to Wind-Solar Hybrid Power Projects along with the MoP's Electricity (Promoting Renewable Energy through Green Energy Open Access Rules 2022 & its subsequent amendments. The Commission has considered the provisions of Gujarat Wind Solar Hybrid Policy 2018 notified by Government of Gujarat along with the competitive discovered tariffs for purchase of energy from Wind-Solar Hybrid Projects during the control period of previous tariff order, while proposing the tariff framework for the next control period in the Discussion Paper.

Accordingly, the Discussion Paper was published by the Commission and uploaded on the Commission's website [www.gercin.org](http://www.gercin.org) in downloadable format on 17<sup>th</sup> June 2023, inviting comments/objections/suggestions from stakeholders by 03<sup>rd</sup> July 2023.

A list of stakeholders communicated their views on the Discussion Paper is given at **Annexure I**.

### **1.12 Public Hearing**

The Commission has examined the suggestions/comments/objections received on the discussion paper. The Commission fixed the date for public hearing on the proposed Tariff framework for Wind-Solar Hybrid Projects on 10<sup>th</sup> July 2023 at the Commission's Office, Gandhinagar.

A list of stakeholders participated in the public hearing and presented their comments/objections/suggestions is given at **Annexure-II**.

The main comments and views expressed by the stakeholders through their written/oral submissions and the Commission's views thereon have been summarized in the following paragraphs. It may be noted that all the suggestions given by the stakeholders have been



considered and the Commission has attempted to elaborate all the suggestions as well as the Commission's decisions on each suggestion. However, in case any suggestion is not specifically elaborated, it does not mean that the same has not been considered. Wherever possible, the comments and suggestions have been summarised clause-wise, along with the Commission's analysis and ruling on the same.



## 2. COMMENTS AND SUGGESTIONS ON PROPOSED TARIFF FRAMEWORK AND COMMISSION'S VIEWS

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### 2.1 Clause 3.1: Tariff Framework

#### 2.1.1 Proposed in Discussion Paper

The Ministry of New and Renewable Energy has notified Competitive Bidding Guidelines for Procurement of Power from grid connected Wind Solar Hybrid Projects on 14.10.2020. The Commission has already directed the Distribution Licensees to procure power from Solar and Wind Projects through Competitive Bidding Process under Section 63 of the Act by following Competitive Bidding Process followed by SECI/MNRE etc.

The Control Period under Order No. 04 of 2021 was expired on 31<sup>st</sup> March 2023. The Commission vide Order dated 17<sup>th</sup> March 2023 in Petition No. 2128 of 2022 has extended the control period of the aforesaid Tariff Order up to 19<sup>th</sup> June 2023.

In the discussion paper, the Commission had proposed following tariff framework for the existing/new Wind Solar Hybrid Projects that are above/ below the threshold limit specified in Competitive Bidding Guidelines published by MNRE.

#### **Projects above threshold limit**

##### **For Type - A (Existing projects):**

In case the existing Wind /Solar Project which presently are tied up with GUVNL/DISCOM under long term PPA at feed-in tariff / preferential tariff are allowed to be converted into hybrid by adding new solar/wind capacity, with mutual consent between developer & GUVNL/DISCOM. The tariff for newly converted hybrid projects above the threshold limit for participation in bidding shall be discovered through tariff based competitive bidding under Section 63 of the Act.

Captive owner itself or in case of third-party sale, both the seller and suppliers with mutual discussion are eligible to convert existing project into the Hybrid Project. In case the developer intends to convert existing solar/ wind captive/third party project into hybrid power by adding new solar/wind capacity for the purpose of captive use or third party



sale, then the developer has to (i) registered Hybrid Power Project as afresh with GEDA, (ii) need to execute fresh transmission and wheeling agreement with GETCO and/or (iii) shall pay the OA charges & losses and banking facility and charges as specified in the discussion paper.

### **For Type-B (New Projects)**

The tariff for the new hybrid projects above threshold limit shall be discovered as per tariff based competitive bidding guidelines issued by MoP under Section 63 of the Act. The Commission may adopt such tariff.

Projects set up under OA regime for captive use or third party sale shall have to pay the Open Access charges and transmission losses and wheeling loss specified in the discussion paper.

### **Tariff framework for the Project below threshold limit**

Threshold limit means for Wind-Solar and Storage, if any, Hybrid Project shall be 50 MW or as may be specified by Ministry of Power, Government of India and/or Commission from time to time.

There could be cases of Wind Solar Hybrid Power Projects below the threshold limit of eligibility (50 MW) for participating in Competitive bidding. The threshold limit is consisting of new capacity and existing capacity of Wind/Solar Hybrid Project. The Commission proposes to determine the tariff for the Wind Solar and Storage, if any, Hybrid Projects falling below the threshold limit of eligibility for participating in the competitive bidding process as given below.

Tariff for Wind Solar and Storage, if any, Hybrid Power Projects falling below the threshold limit of eligibility shall be considered equal to the weighted average tariff (of Wind, Solar & Wind-Solar and Storage, if any, Hybrid) available as on 1<sup>st</sup> April or 1<sup>st</sup> October depending on commissioning date of the project and adopted by the Commission.

### **2.1.2 Suggestions/Objections of the Stakeholders**

IWTMA & InWEA submitted that in case of conversion of existing solar/ wind projects into Hybrid project, the newly added/ additional capacity/ should be considered to be treated as



per the provisions of new Wind Solar Hybrid Tariff Order. Additionally, the existing capacity should be governed as per relevant tariff order at the time of commissioning of those projects.

**GUVNL** submitted that in the existing Renewable Power Purchase Obligation (RPO) Regulation of the Commission, separate purchase obligation is specified for Wind, Solar and other RE category. Therefore, in the scenario of separate RPO and tariff for compliance of RPO by obligated entities, it is imperative for the licensee to conduct separate bidding process for wind and solar or undertake segregation of wind and solar energy to comply separate RPO specified by the Commission for wind and solar respectively. As per the provisions of guidelines issued by MNRE, the threshold limit for purchase of power from Wind Power Projects and Solar Power Project is 25 MW and 5 MW respectively. Therefore, the threshold limit for participating in competitive bidding for purchase of solar and wind power from the Wind-Solar and Storage, if any, Hybrid Projects shall be 5 MW and 25 MW respectively instead of 50 MW.

**BA Prerna Renewables Pvt. Limited** requested that the tariff for Wind Solar Hybrid Projects below threshold limit may not be decided based on tariff discovery of large hybrid projects (>50MW). The same should be discovered separately on the facts and figures of Small-Scale Hybrid Projects. Additionally, an incentive of around 50 paise per unit above the weighted average tariff discovered during the competitive bidding during the previous six (6) months should be provided.

**Ultratech Cement** submitted that it might specifically be mentioned in the final tariff framework that there would not be any capacity limit for setting up the captive projects in order to avoid any ambiguity at later stage.

### 2.1.3 Analysis and Commission's Ruling

The Commission has carefully gone through the submissions made by the stakeholders and provisions outlined in the Gujarat Renewable Energy Policy 2023. The Policy provides for conversion of existing standalone Wind or Solar plants into hybrid projects (Type-A). Similarly, the policy allows setting up New Wind Solar Hybrid Projects (Type B) as per the capacity ratio of solar and wind technology as specified in guidelines issued by MNRE. The Commission also notes that the Tariff Based Competitive Bidding guidelines for Procurement



of Power from Grid Connected Wind-Solar Hybrid Projects notified by MNRE (No. 238/78/2017-Wind dated 14.10.2020) stipulates threshold limit of 50 MW for Wind Solar Hybrid Projects to participate in competitive bidding process. The Commission also recognize that the existing standalone Solar or Wind projects may have contractual obligation under the long term PPA tied up with GUVNL/DISCOM.

After considering above aspects, the Commission decided to specify following tariff framework for Existing (Type A) and New (Type B) projects:

#### **Tariff Framework for Type A (Existing Project)**

In the case of existing standalone Wind or Solar Projects which are commissioned prior to 20.06.2023, the purchase of power from such existing Wind or Solar capacity as the case may be, shall be in accordance with the respective PPAs with GUVNL/DISCOMs and purchase of power from additional / new Wind or Solar capacity commissioned after 19.06.2023 shall be at the tariff discovered through competitive bidding undertaken by DISCOMs separately for purchase of Wind and/or Solar power subject to approval of the Commission.

#### **Regulatory Framework for Projects under Open Access Regime (Type A)**

In case of conversion of existing Wind or Solar capacity (i.e. commissioned prior to 20.06.2023) set up for captive use or third party sale, into Hybrid Power Project by adding new Solar or Wind capacity, the existing Wind/Solar projects set up for captive use/third party sale, shall be governed by the provisions of existing Regulations/Orders/Wheeling agreement prevailing at the time of commissioning of such existing Wind/Solar Capacity with regard to transmission and/or wheeling charges and losses, Cross Subsidy Surcharge, Additional Surcharge, if any, Banking facility and charges, etc. for the existing wind / solar capacity. The new / additional Wind or Solar capacity commissioned after 19.06.2023, as a part of Hybrid Projects shall be governed by Regulatory Framework specified by the Commission in this Tariff Order read with GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

Provided that such projects shall have to register with GEDA as a fresh for Wind-Solar Hybrid projects and also obtain necessary commissioning certificate with consideration of the



provisions of this Order read with the provisions of Green Energy Open Access Regulations, 2024 notified by the Commission and MoP Rules in this regard.

With respect to existing Wind or Solar Power Projects which are commissioned prior to the effective date of this Order i.e. 20.06.2023, it is required to see and verify the completion date of normative useful life of the project and applicability of provisions for newly added solar/wind capacity at the end of normative useful life of the existing wind/solar capacity. Further, it is also necessary to consider the terms of agreement for transmission and/or wheeling executed between the parties for existing wind/solar capacity. It is also required to consider that the Gujarat Renewable Energy Policy 2023 provides that the repowering of wind projects shall have to be done on or before completion of normative useful life of 20/25 years from the date of commissioning of the project. The wind projects developers who do not go for repowering, shall have to de-commissioned the wind power projects after completion of normative useful life of 20/25 years and shall have to surrender the connectivity and if the Wind Turbine Generators is set up on lease land, they shall have to surrender their leasehold rights to the Government. Thus, it is mandatory for wind power projects developer to go for re-powering of wind generator on or before the completion of 20/25 years' normative useful life for seeking further extension of terms of wheeling/transmission agreement. Failure to it, no extension for transmission and / or wheeling Agreement for such projects is permitted and such wind generator has to be de-commissioned. Hence, it is necessary for the project developer who desire to convert its standalone Wind or Solar Project into Hybrid Project to comply with aforesaid provisions. Similarly, the solar power project is having normative useful life of 25 years as per the Order of the Commission. Therefore, hybridisation of existing Wind or Solar Projects are subject to aforesaid provisions related to normative useful life of the project. The consideration of above aspects is explained as under:

**Illustration:**

If the wind generating plant is commissioned, say on 10.02.2013, the normative useful life of such plant, say 25 years, will be completed on 09.02.2038. Thereafter, such wind projects shall have to undergo for repowering before seeking any extension of Transmission and /or Wheeling Agreement. Thus, the existing agreement for Transmission and / or Wheeling, if any, executed by the project developer for captive use or third party sale, shall be continued only



for the period upto 09.02.2038. If such existing wind generating project desire to convert its project in to Wind-Solar Hybrid Projects, say on 01.03.2024 i.e. under the control period of this Order, by installation of additional/new solar capacity, the Hybrid status of such projects as per existing Order / Regulations read with Agreements for transmission and/ or wheeling with the licensee shall be available only for the period from 01.03.2024 to 09.02.2038. Thereafter, the said project shall be qualified only as standalone solar project for the period from 10.02.2038 to 28.02.2049 and shall be governed by the provisions of relevant Regulations and/or Orders of the Commission during which the solar plant was commissioned, i.e. shall be governed as per the provisions of this Order. While granting registration of the Hybrid project and issuing commissioning certificate, the GEDA, GETCO and /or DISCOM shall ensure to record / mention such aspects in the registration certificate / commissioning certificate and other relevant documents related to conversion of existing wind/solar project as hybrid project.

#### **Tariff Framework for Type B (New Projects)**

The tariff for the new Wind-Solar Hybrid Projects above threshold limit shall be discovered as per tariff based competitive bidding guidelines issued by MoP, Government of India under Section 63 of the Electricity Act 2003. The Commission may adopt such tariff discovered through transparent competitive bidding process after following due process of law.

#### **Regulatory Framework for Projects under Open Access Regime (Type B)**

The Wind-Solar Hybrid Projects set up under Open Access Regime for captive use or third party sale, shall be governed by the Regulatory Framework specified in this Order and have to pay transmission charges & losses, wheeling charges & losses, Cross Subsidy Surcharge, Additional Surcharge, if any, Banking Charges etc as applicable for Green Energy Open Access transaction as specified by the Commission in its Green Energy Open Access Regulations, 2024 read with MoP's GEOA Rules and Tariff Regulations notified by the Commission.

#### **Tariff framework for the Project below Threshold Limit**



**Type A (Existing Project)**

In case addition of new Wind or Solar capacity by the developer is below the threshold limit eligible to participate in competitive bidding specified in the tariff based competitive bidding guidelines notified by the MNRE:

Tariff for purchase of power by DISCOM from newly added Wind or Solar projects falling below the threshold limit of eligibility to participate in competitive bidding specified in the tariff based competitive bidding guidelines notified by the MNRE, shall be considered as lowest of the weighted average tariff of Solar or Wind, as the case may be, available as on 1<sup>st</sup> April, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (October to March) or available as on 1<sup>st</sup> October, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (April to September), depending on commissioning date of newly added Wind or Solar project capacity subject to adoption of discovered tariff by the Commission.

In case weighted average tariff is not available for particular 6 months' period then latest weighted average tariff available for 6 months' period shall be considered.

**Type B (New Wind-Solar Hybrid Project)**

Tariff for Wind Solar and Storage, if any, Hybrid Power Projects falling below the threshold limit of eligibility to participate in competitive bidding specified in the tariff based competitive bidding guidelines notified by the MNRE, shall be considered as lowest of the Weighted Average Tariff (of Wind, Solar, Wind-Solar and Storage, if any, Hybrid Power Project) available as on 1<sup>st</sup> April, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (October to March) or available as on 1<sup>st</sup> October, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (April to September), depending on commissioning date of the project subject to adoption of discovered tariff by the Commission.

In case weighted average tariff is not available for particular 6 months' period then latest weighted average tariff available for 6 months' period shall be considered.



## 2.2 Clause 3.5.1: Control Period

### 2.2.1 Proposed in Discussion Paper

The Commission proposes that the control period of the tariff framework for the new Tariff Order shall be effective from 20<sup>th</sup> June 2023 to 31<sup>st</sup> March 2026.

### 2.2.2 Suggestions/Objections of the Stakeholders

**Continuum Green Energy India Pvt. Limited** requested to make the control period of the new Tariff Order be effective prospectively i.e. from the date of issuance of Order. The objector stated that it is settled principal of law that the applicability of new Regulations/Order generally made prospectively. The objector requested the Commission to extend the control period of the previous Tariff Order till GoG notify new Wind Solar Hybrid Policy and GERC notifies Green Energy Open Access Regulations.

**BA Prerna Renewables Pvt. Limited**, **the Chamber of Commerce and Industry Kutch**, **Distributed Solar Power Association**, echoed similar concern as above and requested to consider commencement of this Tariff Order/Regulation from the date of its issuance in the gazette and extend the control period of the earlier Tariff/Regulation of 2018 till the issuance of New Tariff Order/Regulations.

Whereas **GUVNL** along with other stakeholders like **InWEA**, **Aditya Birla GP**, **Cleanmax Enviro Energy Solutions**, **First Energy Pvt. Limited** supported the proposal of specifying control period from 20<sup>th</sup> June 2023. **GUVNL** requested the Commission to omit the phrase 'prospective period' referred in the introduction part of the Discussion Paper. **InWEA** and other stakeholders stated that the longer control period has its own advantages such as (i) Developer gets clarity on the applicable charges and provisions to be applicable on the upcoming project, (ii) provide a clarity/confidence to investor for investment in a large size project. (iii) Government Agencies, i.e., **GETCO/ Discom** can also make plan for development of infrastructure accordingly. In view of above, the stakeholders requested the Commission for specifying longer control period of at least 5 years i.e. up to March 31, 2028.



### 2.2.3 Analysis and Commission's Ruling

The Commission has carefully gone through the comments received from various stakeholders and noted that some of the stakeholders are in favour of making the control period of new tariff framework effective from 20<sup>th</sup> June 2023 i.e., from the expiry date of the control period of previous Tariff Order notified by the Commission. Whereas others are of the opinion that the control period shall be made effective from the date of issuance of the Tariff Order. GUVNL, the bulk power procurer on behalf of DISCOM had supported the proposal of applicability of control period for tariff framework of new Tariff Order w.e.f. 20<sup>th</sup> June 2023.

The Commission has noted that the Ministry of Power had notified the Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022 on 6<sup>th</sup> June 2022 outlining the policy and regulatory provisions for promotion of renewable sources of energy through Open Access. Further, the MoP Rules are effective from the date of its Notification. The Commission also notes that the Wind-Solar Hybrid Tariff Order dated 03.04.2021 was having extended control period only up to 19.06.2023 and thereafter no extension in control period of earlier order is granted and also specified in the discussion paper that the new Order shall be effective from 20.06.2023. Therefore, the projects commissioned under the control period of previous Order were eligible to get the benefit of the said order, which was effective at relevant time. The Commission has also noticed that the Government of Gujarat has notified the Gujarat Renewable Energy Policy 2023 on 04.10.2023, wherein the benefits under the new policy for the Wind-Solar Hybrid Projects are made applicable for the Wind-Solar Hybrid Projects commissioned after 19<sup>th</sup> June 2023.

Considering above aspects and to give effect to the provision of Green Energy Open Access Rules 2022 notified by Ministry of Power under the Electricity Act, 2003 and specifically when there was no tariff order of the Commission as well as Government of Gujarat Policy effective from 20.06.2023 with regard to Wind-Solar Hybrid Project tariff framework, the Commission found it more appropriate to adopt the policy and regulatory provisions outlined in MoP Green Energy Open Access Rules, 2022 and defined the Control Period of new tariff order to be made effective from 20.06.2023 in the discussion paper also. Further, as suggested by some of the stakeholders to provide longer control period, the Commission decides to define the Control Period of this tariff framework effective from 20.06.2023 to 31.03.2027. The projects which



are commissioned during aforesaid Control Period shall be governed by the provisions MoP Green Energy Open Access Rules, 2022, read with provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and this Order of the Commission and eligible for the benefits stipulated in this Order. Further, Wind-Solar Hybrid Projects commissioned during the Control Period of this Order shall be liable to pay applicable Open Access charges and provisions related to banking facility, energy accounting etc and shall be governed by this Order read with GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

### **2.3 Clause 3.5.4: Eligible Unit**

#### **2.3.1 Proposed in Discussion Paper**

Any Individual, Company or Body Corporate or Association or Body of Individuals, whether incorporated or not, or Artificial Juridical Person, shall be eligible for setting up of new Wind-Solar and Storage, if any, Hybrid Projects or shall be eligible to add Wind/Solar capacity in existing Solar/Wind Power Projects respectively, either for the purpose of captive use and/or for selling of electricity in accordance with the Electricity Act, 2003, Rules and Regulations framed thereunder as amended from time to time. The wind and solar generation and storage, if any, may be metered separately at the pooling/sending end Sub-Station.

In the discussion paper, it is provided that for simplicity purpose, the Wind-Solar Hybrid Power generation plants shall be divided into two categories:

#### **(i) Type-A Projects**

This category shall include conversion of existing/under-construction Wind or Solar Power Plants into Hybrid Projects. Wind/Solar capacity under construction projects shall be considered based on the Registration Certificate issued by GEDA/evacuation permission granted by GETCO to the Solar/Wind Project Developers. The installed Wind/Solar Capacity shall be considered based on Power Purchase Agreement (PPA)/Bulk Transmission Agreement/Wheeling Agreement capacity.



## **(ii) Type-B Projects**

This shall include New Wind-Solar Hybrid Power Generation Projects that are not registered with GEDA or evacuation permission is not granted by GETCO/DISCOMs as on the effective date of this Order. The Wind-Solar Hybrid Power Projects to be commissioned under PPAs signed during the new control period will be eligible to sell power to distribution licensees of Gujarat at the tariff framework approved by the Commission under this order.

### **2.3.2 Suggestions/Objections of the Stakeholders**

**Adani Green Energy Limited** requested the Commission to clarify the framework for operation of Wind Solar Hybrid Projects set up in Gujarat and connected to ISTS network for sale of power to the consumers located within the State of Gujarat and/or outside the State of Gujarat. It is requested that the State Nodal Agencies need to be sensitised for immediate registration of such ISTS connected hybrid projects in Gujarat supplying power to consumers in Gujarat and/or outside.

### **2.3.3 Analysis and Commission's Ruling**

The Commission clarify that the tariff framework for New Tariff Order specified in the discussion paper is for the Wind Solar Hybrid Projects set up in the State of Gujarat for sale of power to GUVNL /DISCOMs under Section 63 of the Electricity Act and the Wind Solar Hybrid Projects set up in Gujarat under Open Access regime for captive use/third party sale and connected to Intra-State Transmission and /or Distribution network of State.

The Wind Solar Hybrid Power Plants located in State of Gujarat / outside of State of Gujarat and connected to ISTS network and supplying power to consumers connected with Intra-State Transmission and / or Distribution System of State, shall be governed by CERC Open Access Regulations as well as GERC Green Energy Open Access Regulations, depending upon the drawl voltage level of consumer. Gujarat Energy Development Agency (GEDA) shall be the nodal agency for registration of such projects set up in Gujarat.

Whereas, in case of Wind-Solar Hybrid Power Project connected with ISTS network and supplying power to consumers directly connected with ISTS network but not connected with



Intra-State Transmission and /or Distribution System of State, shall be governed by CERC Open Access Regulations.

## 2.4 Clause 3.5.5: Forecasting and Scheduling for Wind Solar Hybrid Power

### 2.4.1 Proposed in Discussion Paper

The Wind-Solar Hybrid Projects shall require to follow the provisions as prescribed under the GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 notified on 19<sup>th</sup> January, 2019 and its amendments issued from time to time.

### 2.4.2 Suggestions/Objections of the Stakeholders

**Adani Green Energy Limited** requested for clarity on applicability of DSM Regulation on the connectivity of the project with the grid, especially the ISTS projects intended for sale of power within the State of Gujarat /outside the State.

**State Load Despatch Centre (SLDC)** of Gujarat submitted that they have filed a petition before the Commission, requesting for amendment of GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 and procedure on Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation and the same may be considered by the Commission.

### 2.4.3 Analysis and Commission's Ruling

The Commission would like to clarify that the Wind-Solar Hybrid Projects connected with State Grid shall require to follow the provisions as prescribed under the GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 notified on 19.01.2019 and its amendments issued from time to time.

In case of ISTS connected Wind Solar Hybrid Projects (including Inter-State RE projects located in Gujarat & directly connected to ISTS network and supplying power to consumer in Gujarat / outside of Gujarat) energy accounting for deviation shall be as per the CERC Regulations.



Provided further that if Wind-Solar Hybrid Generating Project is situated in the State of Gujarat and connected with Inter-State grid through State grid and selling power outside/ inside the State, the energy accounting for deviation settlement shall be carried out wherein the deviation charges shall be either (A) Reference Rate or (B) Normal Rate of Charges for deviation, whichever is higher, as per the provision of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

Explanation: Reference Rate and Normal Rate of Charges shall have the meaning as defined in CERC DSM Regulations from time to time.

Provided that in case of Wind-Solar Hybrid Power projects set up for captive consumption/ sale to third party, the minimum number of time blocks, which shall not be more than 12 time-blocks, for which the consumer shall not change the quantum of power consumed through Green Energy Open Access so as to avoid variations in demand to be met by the distribution licensee.

The Commission has also noted that SLDC has filed Petition No. 2061 of 2022 seeking amendment of the GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019, which is pending for decision. The Commission will look into the matter and take appropriate decision in this regard.

## **2.5 Clause 3.5.8: Metering point and Interconnection Point**

### **2.5.1 Proposed in Discussion Paper**

The metering and interconnectivity shall be as under:

- a) The metering and interconnectivity shall be as under: Energy generation from wind /solar capacity shall be measured separately at the pooling/sending end sub-station on 15 /5-minute time block by installing four Quadrant ABT compliant meters by the project developers. The project developers shall also have to install Remote Terminal Unit (RTU) and communications facilitated for transferring the real time data to SLDC for its monitoring purpose. Further, four quadrant ABT compliant meter shall be installed on each wind turbine/solar projects. All the meters will be tested in NABL laboratory and duly sealed by DICOMS. Meters shall be installed in presence of



DISCOM/GETCO at the time of commissioning the Wind/Solar project and sign on such documents. The meters shall be AMR compatible so that data can be fetched at GEDA, DISCOM and SLDC remotely.

- b) For the purpose of commercial settlement and energy accounting, the metering point shall be at the receiving end sub-stations of GETCO. The injection of energy from wind/solar capacity shall be worked out separately at the receiving end of GETCO Sub-Stations on the basis of meter reading of common meter installed at receiving end sub-stations appropriately apportioned as per the respective meter reading (active and reactive) of wind and solar ABT (four quadrant) meters installed at respective wind and solar project separately.
- c) In case of Type-A projects (Existing Projects), the metering/injection point shall continue as per existing agreement with GETCO /DISCOM.
- d) In case of Type-B Projects (New Projects) that are AC or DC integrated, the metering point shall be at the receiving end of GETCO Sub-Station. Developer shall have to install the ABT (four quadrant) Main & Check meter at their own cost duly tested sealed and installed in presence of DISCOMs' representatives.
- e) Developer shall install such meters at receiving end of GETCO sub-station as well as at Wind and Solar PV System Installations in view of the different tariff and RPO. In case of common hybrid tariff and common RPO, a single meter as per above specification for both wind and solar system shall suffice.
- f) For Type-A Projects (Existing Projects), both Wind and Solar PV Systems shall use separate set of internal electrical lines and equipment and connect to the pooling/sending-end substations of the Hybrid Projects. The projects shall be mandatorily metered separately. Developers shall have to install ABT (four quadrant) meters at Wind and Solar PV System Installation as well as receiving end of the GETCO Sub-Station at their own cost duly tested sealed and installed in presence of DISCOM.





g) Internal connectivity between solar and wind capacity prior to pooling/sending end substation shall be allowed for Type B Projects (New Projects) once a common RPO and hybrid tariff are present. Energy metering and communication facility shall be provided by the project developer's hybrid power projects in accordance with the following Regulations/Codes/Orders and their subsequent amendments:

- i. Central Electricity Authority (Installation and Operation of meters) Regulations 2014 and its subsequent amendments
- ii. Gujarat Electricity Grid Code 2013 and its subsequent amendments
- iii. GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011 and its subsequent amendments
- iv. GERC Distribution Code 2004 and its subsequent amendments

For purpose of Energy Accounting, all projects shall have to provide ABT compliant (four quadrant) meters at generators and if the power is to be wheeled to consumers' premises, then ABT cum Tariff compatible meter is to be installed at the consumers' premises also. GEDA/GETCO/DISCOMs shall ensure the energy accounting of Active and Reactive energy of the Wind/Solar and/or Hybrid for each consumer/customer. Energy Accounting be done by SLDC.

### 2.5.2 Suggestions/Objections of the Stakeholders

**KPI Global Infra Limited** suggested that under the scheme of Wind Solar Hybrid Project, Wind and Solar System might be connected at same or different interconnection point at pooling/sending end Sub-Station, which may be allowed.

**BA Prerna Renewables Pvt. Limited** suggested to consider exempting the projects being developed for captive users and third-party consumers from the requirement of installation of separate metering arrangement for Wind/Solar PV system at pooling end /sending end Sub-station. This will enable increase in the installation of renewable energy projects in the State.

**Adani Green Energy Limited** submitted that ISTS connected projects being setup in the State of Gujarat need to have a separate provision for administering the connectivity and metering of Solar Wind Hybrid Project and assure that necessary Guideline/ Regulation issued by CERC/CEA is followed.



SLDC suggested that Wind/Solar Generator/GEDA/DISCOM/GETCO should ensure that the generator end data and GETCO Sub-Station end data should be available on every Tuesday for the previous week to SLDC through such AMR compatible meters. In case of non-availability of AMR, it will be responsibility of Wind-Solar Generator/GEDA/DISCOM/GETCO to send ABT meter data in encrypted mode to SLDC with other mode of communication as per SLDC procedure & requirement.

GUVNL suggested to modify the provision in the para 3.5.8 (d) clarifying that in the absence of common RPO and hybrid tariff, the internal connectivity between solar and wind capacity prior to pooling/sending end sub-station shall not be permitted. Further, addition of wind/solar capacity in the existing solar/wind projects or installation of new wind-solar capacity as a part of hybrid project, the injection of power from wind-solar capacity of the hybrid project shall be at common inter-connection point at pooling/sending end Sub-Station.

### **2.5.3 Analysis and Commission's Ruling**

The Commission finds no merit in the suggestion of KPI Global Infra Limited for allowing wind and solar capacities to be connected at different inter-connection points at the pooling/sending end Sub-Station. Further, the Commission is also not in favour of exempting the separate metering requirement for Wind and Solar PV capacity as proposed by other objector as the Commission has specified separate purchase obligation for Wind and Solar and captive users are also defined as obligated entities under the RPO Regulations notified by the Commission.

The Commission agree with the suggestion of SLDC on the para 3.5.8 (a) of the discussion paper, the meters shall be AMR compatible so that data can be fetched at GEDA, DISCOM and SLDC level remotely. In case of non-availability of AMR, it will be responsibility of Wind-Solar Hybrid Generator /DISCOM/GETCO to send ABT meter data in encrypted mode to SLDC.

The suggestion of GUVNL is addressed in the para 3.5.8 (e) and (f) of the discussion paper. For Type - A Projects (Existing Projects), both Wind and Solar PV Systems shall have to use separate set of internal electrical lines and equipment and connect to the pooling/sending-end Sub-Stations of the Hybrid Projects. Internal connectivity between solar and wind



capacity prior to pooling/sending end Sub-Station shall be allowed for Type B Projects (New Projects) once a common RPO is prescribed by the Commission.

The Commission clarifies that in case of Wind-Solar Hybrid project connected with Inter-State Transmission System (ISTS) network through state network, the provisions related to metering point and interconnection point shall be governed by the provisions of Intra-State Generator provided in this Order. While in case of the Wind Solar Hybrid projects directly connected to ISTS network shall be governed by the provisions of CERC Regulations.

## **2.6 Clause 3.6: Wind-Solar Hybrid System & Power Evacuation**

### **2.6.1 Proposed in Discussion Paper**

#### **1. Hybridization of Type-A Projects (Existing Projects):**

Existing Wind Power or Solar Power Projects Developers, willing to install Solar PV Plant or Wind Turbine Generators respectively, at the existing location, shall be allowed to do so with following conditions.

- i. The total power injection (combined wind and solar) into the grid shall not be more than the transmission capacity/grid connectivity allowed/sanctioned by GETCO for this purpose. In case, addition/augmentation in the existing evacuation system is required as per the system study undertaken by GETCO due to addition of Wind-Solar and Storage capacity, if any, Developers shall undertake such addition/augmentation in the system up to the receiving end sub-station of GETCO at their own cost. However, the primary focus is to optimize the utilization of existing transmission infrastructure and technologies, and design approaches towards minimum augmentation is encouraged.
- ii. The additional solar/wind power from the Hybrid Project may be allowed to wheel power for captive use or for sale of power to a third-party or sale to DISCOMs. For transmission and wheeling of power, the applicable charges and losses shall be as specified in this Order.
- iii. The Developers shall approach GETCO for determining the transmission capacity available to evacuate the additional wind/ solar power or any augmentation that may be required. GETCO shall provide the relevant data about the transmission capacity utilization on its existing network.



## 2 Type-B Projects (New Projects)

- i. The Developers of Hybrid Projects shall establish the evacuation line at their own cost up to the receiving end Sub-Station of GETCO.
- ii. The Developer has option for wheeling of wind and solar power for their captive use or third-party sale or sale of power to the DISCOMs. For transmission and wheeling of power, the applicable charges and losses shall be as specified in this Order.
- iii. Hybrid Project Developer shall approach GETCO for evacuation system planning up to the receiving station.

For both Type - A and Type - B Hybrid Projects, the Developer shall ensure for capacity allocation/sanction of transmission capacity at least equal to installed capacity of wind or solar project, whichever is higher. In case, total injection of power from Hybrid Project exceeds such allocated/sanctioned transmission capacity shall be avoided /restricted by providing necessary protection system so that such incident may not affect real time grid management to grid operators. Further, in the above case such additional power generated from allocated /sanctioned capacity shall be considered as inadvertent flow of power and shall not be considered for commercial settlement.

Wind-Solar and Storage, if any, Hybrid Power Generation System, or the Hybrid Project, means the system of combined generation of Wind and Solar Power and Storage, if any, at existing or new Solar/Wind Power Projects with storage capacity, if any, (or) collocated where injection of wind or solar power is at the interconnection point of the pooling substation of existing windfarms/ sending-end sub-station of existing solar power installations with or without energy storage system.

Under the scheme of wind-solar hybrid power generation, wind and solar PV systems shall be connected at the same interconnection point at pooling/sending-end sub-station. In order to achieve the benefits of hybrid plant in terms of optimal and efficient utilization of transmission infrastructure and better grid stability by reducing the variability in renewable power generation, it is desired that:



- i. At the locations of having good wind power potential, the Solar PV capacity to be added as the Solar-Hybrid component could be relatively smaller.
- ii. Similarly, in case of the sites where the wind power density is relatively lower or moderate, the component of the solar PV capacity could be relatively on a higher side. Evacuation capacity for the purpose of connectivity and injection of power shall be worked out as follows:

**A. For Type-A Projects (Existing Projects)**

- a) Open Access is already granted to the extent of rated capacity of transmission line/Sub-Station of GETCO and injection of power from additional wind/solar capacity to be set up, is restricted up to already granted rated capacity of transmission line/ substation of GETCO. The same shall be allowed without applicability of transmission charges on such additional capacity. However, the transmission losses and wheeling charges/losses shall be made applicable to such capacity as applicable to any other solar or wind project as the case may be. In case total hybrid generation exceeds the transmission capacity limit, it shall be considered as inadvertent injection of power for which no payment or credit shall be given or under any exigency, which requires curtailment of generation, the generation from additional/new wind/solar capacity shall be curtailed first.
- b) There is capacity margin in the existing transmission system/ sub-station of GETCO after taking into account open access already granted to the existing wind/solar project or any augmentation and strengthening of transmission system after receiving-end sub-station is undertaken by GETCO for allocation/sanction of transmission capacity for allowing additional wind/ solar capacity, the transmission charges and losses, and wheeling charges and losses shall be applicable on such additional sanctioned/allocated capacity as applicable to any other Solar/ Wind Project as the case may be. However, if any augmentation in the existing transmission system is required due to addition of such solar /wind capacity, up to receiving end substation of GETCO, the Developers at its own cost shall undertake the same.



## B. For Type-B Projects (New Projects)

The Developer of Hybrid Project shall establish a dedicated line at its own cost for evacuation of power up to receiving end sub-station of GETCO as per system study undertaken by GETCO where the Project Developer desires to inject power in the State Grid. From there onwards, GETCO shall ensure transmission system and connectivity.

Transmission charges shall be applicable based on sanctioned/ allocated transmission capacity. However, Developer shall ensure that power injection shall never increase beyond sanctioned/allocated transmission capacity. In case total hybrid generation exceeds the transmission capacity limit, it shall be considered as inadvertent injection of power for which no payment or credit shall be given. Transmission charges and losses, and wheeling charges and losses shall be applicable as applicable to any other open access for wind and solar projects.

### 2.6.2 Suggestions/Objections of the Stakeholders

**BA Prerna Renewable Pvt. Limited** suggested that the condition of allocation / sanction of transmission capacity at least equal to installed capacity of wind or solar capacity of Hybrid plant, whichever is higher would lead to more inefficiency / under-utilization / sub-optimum utilization of the transmission infrastructure as for supplying higher generation / capacity and utilization factor, higher installation of wind / solar capacity is inevitable. The objector requested for specifying the payment of transmission charges on kWh supplied rather than MW basis.

**Adani Renewable Energy Limited** submitted that the new Hybrid power projects are likely to come up with storage facilities or designed in way to have storage facilities in future. For such projects, the installed solar and wind capacities will be higher to charge the storage capacities. Therefore, requirement of having sanctioned transmission at least equal to higher of installed capacity of solar or wind will lead to non-optimal utilization and wastage of transmission capacity. It is submitted that MNRE wind solar hybrid guidelines also do not have such restriction on sanction of transmission capacity. For any excess generation which may occur at some point of time when both solar and wind generation may peak simultaneously and generation is more than transmission capacity allotted, it should be the responsibility of



Wind-Solar Hybrid Developer to back down/clip the excess generation by providing necessary protection system in-terms of curtailing generation beyond the allowed evacuation capacity and hence injection of excess generations gets restricted. The suitable provisions for the same are already covered in the draft.

**GETCO suggested** to modify the para 3.6(i) of the discussion paper by inclusion of following additional points:

*GETCO/STU will check strengthen scheme required for the same on the request of such applicant. If such developer agrees to create required strengthening elements of intra state scheme at their cost, GETCO/STU may grant additional evacuation at same substation subject to implementation of required strengthening scheme element by hybrid developer at matching timeframe. By granting approval for strengthening of substation by GETCO/STU for additional evacuation at particular substation shall not be ground for getting any extension in SCoD of the project or relaxation from liquidated damage payable or any other consequences under the PPA/contract including termination of PPA/contract.*

Similarly, modifications are suggested to para 3.6(ii) to include following additional points:

*The developer shall select the location to evacuate the additional wind/solar power or any augmentation that may be required on the basis of data provided by GETCO/STU on their website for all the possible location where hybrid capacity will be identified. GETCO/STU shall check strengthening scheme required for the same on the request of developer. If such developer agrees to create required strengthen element of intra state scheme at their cost, GETCO/STU may allow additional evacuation at the same substation subject to implementation of required strengthening scheme by hybrid developer at matching timeframe. This shall not be ground for getting any extension in SCOD of the project or relaxation in any term of the PPA /contract. The developer of the hybrid project may develop dedicated transmission line of power evacuation capacity as specified. In case the developer not able to utilize the dedicated transmission line and bays, it may share with other developers with a view of optimum utilization of transmission system.*



### 2.6.3 Analysis and Commission's Ruling

The Commission has carefully gone through the submission made by GETCO and other stakeholders. The Commission do not find merit in the submission of the stakeholder for not imposing the condition of having sanctioned/allocated transmission capacity at least equal to higher of installed capacity of solar or wind from the point of view of grid safety and economic operation of the grid.

With regard to GETCO's submission regarding conversion of existing Wind/Solar projects into hybrid projects involving strengthening / augmentation of transmission infrastructure and Sub-Station should not be considered as a ground for getting any extension in SCOD of the project or relaxation in any term of the PPA /contract, the Commission is of the opinion that if conversion of existing Wind/Solar projects into hybrid projects involves strengthening/augmentation of transmission infrastructure and Sub-Station, such aspects shall be governed by the provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 read with provisions of Transmission and / or wheeling Agreement and / or Power Purchase Agreement with Distribution licensee, and provision of this Order.

As far as the objection/suggestion of the GETCO that even though there is no evacuation margin or facility available at given existing sub-station of GETCO, the project developer may be allow to carryout strengthening work at its cost as may be required by GETCO subject to condition that there shall not be extension in SCoD or change in tariff is concerned, the Commission note that the aspects related to grant of connectivity and approval for evacuation of power from the Power Project shall be governed by the provisions of procedure/guideline issued by the GETCO with approval of the Commission, which needs to be strictly followed. Further, system study is required to be undertaken by GETCO prior to grant of connectivity and evacuation facility through the concerned network. Moreover, the aforesaid aspects are applicable for grant of Open Access for all RE based power projects as well as conventional power projects. Thus, the aforesaid suggestion is premature and therefore cannot be considered in the present proceedings.

In view of above, the Commission decides to retain the power evacuation related provisions as proposed in the discussion paper with above observations of the Commission.





## 2.7 Clause 3.8: Transmission and Wheeling Charges

### 2.7.1 Proposed in Discussion Paper

The Commission has proposed following norms for wheeling of power from Wind Solar Hybrid Projects for third party sale/captive use during the control period.

#### Third Party Sale

- a. In case of injection of the electricity at 66 KV level or above and drawl of electricity up to 66 KV level, the transmission of energy from the injection point to drawl place shall be allowed by paying transmission charges and losses determined by the Commission.
- b. In case of injection of energy at 66 KV level and drawl of energy at 11 KV voltage level in such case, wheeling of Power for third party sale from Hybrid power projects shall be allowed on payment of transmission charges applicable on sanctioned / allocated transmission capacity, transmission losses on energy feed basis, wheeling charges and losses on the energy fed into grid as measured at receiving Sub-Station of GETCO, as applicable to normal open access consumer.
- c. The Cross Subsidy Surcharge and Additional Surcharge is applicable to the consumer, as per the provisions of the Green Energy Open Access Rules and its subsequent amendments thereto notified by Ministry of Power, Govt. of India read with GERC (Green Energy Open Access) Regulations and as amended from time to time.

#### Wheeling of power for Captive Use

- a. In case of injection of energy is at or above 66 KV voltage level and drawl of such energy up to 66 KV voltage level in such case, normal transmission charges and losses shall be applicable.
- b. In case of injection at 66 KV and drawl at 11 KV voltage level, wheeling of electricity generated from the Hybrid Project to desired location(s) within the State shall be allowed on payment of transmission charges and transmission losses as applicable to normal open access consumer and wheeling charges and distribution losses of the energy fed to the grid at the receiving end sub-station of GETCO, as applicable to normal Open Access Consumers.



Provided that the entity consuming energy generated from Hybrid project for captive consumption shall require to establish/prove on annual basis that the ownership in Captive Generating Plant and consumption of such energy shall fulfil the necessary conditions stipulated in Electricity Rules, 2005 with the Distribution licensee in whose area consumer consumed energy generated from hybrid power projects. Failure to fulfil the aforesaid two conditions, such captive consumption lose the status of captive plant and it shall be qualified as supply to third party by generator and the benefits granted to captive consumption shall be withdrawn for that Financial Year and it attracts the applicability of the Cross-Subsidy Surcharge and Additional Surcharge applicable to normal Open Access Consumer prevailing at relevant time as per this Order.

The captive consumers shall provide the details of ownership in the captive generating plant and generation as well as consumption of energy from captive generating plant to the distribution licensee in whose area of supply captive consumer is situated. The Distribution Licensee shall verify the status of the captive consumers on annual basis. In case of failure to the status of captive generating plant and captive use of energy by the consumer, the action may be initiated as stated above.

### **Wheeling of power to more than one location**

Hybrid Project Developers, who desire to wheel electricity to more than one location for captive use/third-party sale, shall pay 5 paise per unit on energy fed in the grid as measured at receiving end sub-station of GETCO, to the concerned DISCOM in whose area power is consumed in addition to above mentioned transmission charges and losses, as applicable.

Provided that in all above cases, total injection of power from the Hybrid Project exceeds such allocated/sanctioned transmission capacity, such power shall be considered as inadvertent flow of power and shall not be considered for any commercial settlement.

### **2.7.2 Suggestions/Objections of the Stakeholders**

**Continuum Green Energy India Pvt. Limited** submitted that 50% concession in transmission charges for Wind Solar Hybrid Projects, who are selling energy through third party route, shall be provided so that such Wind Solar Hybrid projects shall be able to compete



with WSH captive projects, which will ultimately lead to competition and efficiency in the WSH Projects.

**KPI Global Infra Limited** submitted that in case of injection of energy at 66 KV and drawl at 11 KV for third party sale shall be allowed on payment of transmission charges applicable on sanctioned/allocated transmission capacity, transmission losses on energy feed basis, 50% wheeling charges on energy credited to the recipient end, 50% of wheeling losses on energy feed into the grid measured on receiving end substation of GETCO. The stakeholder further submitted that the Cross Subsidy Surcharge & Additional Surcharge either NIL or 50% of as applicable to normal OA consumers should be applicable in case hybrid projects. For captive project wheeling charges and wheeling losses should be NIL.

**IWTMA** suggested for levy of transmission charges on Energy fed to the grid basis i.e. in terms of Rs. /Unit basis instead of allotted capacity basis, exemption of 50% on wheeling charges and losses should be continued in the next control period.

**InWEA** submitted that Cross Subsidy Surcharge and Additional Surcharge should be kept, 50% of as applicable to normal Open Access Consumers for third party sale.

**Cleanmax Enviro Energy Solution Pvt. Limited** submitted that as all the regulatory promotional and concessional benefits have been proposed to be removed from the generation and consumption of renewable energy in the State and every service is at full charges, the concession of 50% in the Cross Subsidy Surcharge may be balancing act to enable state power utilities to avail complimentary RPO benefits. It is submitted that to balance the complimentary benefits drawn by the State Power Utilities by way of fulfilment of the complimentary RPO from the renewable energy generation /consumption by the non-obligated entities under open access a part of the benefit may be granted to the generation / consumption of renewable energy in the State by virtue of rebate in the Cross-Subsidy Surcharges for the power consumed under third party.

The stakeholder submitted that in line with the recommendation of FoR, the Wheeling charges shall be payable on the basis of contracted Capacity/Scheduled Load or actual power flow whichever is higher. For Open Access for a part of a day, the wheeling charges shall be payable on prorata basis.



**Aditya Birla Renewables Limited** submitted that open access permission equivalent to total capacity of Wind + Solar Hybrid Project, for examples, for 20 MW Hybrid project (20 MW Wind & 20 MW Solar), OA permission should be allowed to 40 MW and accordingly, consumer will pay OA charges.

**First Energy Pvt. Limited** submitted that the discussion paper has not provided any concession on payment of system charges/losses in case the power is supplied from a Hybrid power plant to the Open Access consumer i.e. third-party consumer or captive user. This is departure from previous control period where only 50% of wheeling charges and wheeling losses, were payable in case of power supply from a hybrid power plant to a third-party open access consumer and/ or captive user.

**O2 power requested** to remove additional 5 paisa/kWh charges in case supply of power to more than one location. In addition, they requested to provide 50% concession on wheeling charges and loss for supply of power for captive consumption in the State of Gujarat.

**Vena Energy** submitted that OA charges recommended under MoP's Green Energy OA Rules 2022 should be levied in case of third-party sale/captive use.

### 2.7.3 Analysis and Commission's Ruling

The Commission has gone through the suggestion received from various stakeholders. The Commission also notes that State Government has notified Renewable Energy Policy, 2023. Further, the Commission also notes that Ministry of Power has notified Green Energy Open Access Rules, 2022. The Commission has notified Green Energy Open Access Regulations, 2024. The Commission considers that for the promotion of Green Energy projects, the benefits be granted in such a manner that it should not result in burden to the end consumer. The Commission has to strike balance between the captive / third party generator supplying/ using electricity in the license area of DISCOM and its impact on the business of the distribution licensees.

In view of this, the Commission do not find any merit for allowing concessional transmission / wheeling chargers and losses as it will burden other consumers. However, the Commission decides to allow concessional Cross Subsidy Surcharge and Additional Surcharge, if any, for a



specific Open Access Transaction which result in benefit of both the RE generator and the distribution utility. Accordingly, the Commission decides to modify the relevant clause of this order as under:

### **Third Party Sale**

- a. In case of injection of the electricity at 66 KV level or above and drawl of electricity up to 66 KV level, the transmission of energy from the injection point to drawl place shall be allowed by paying transmission charges applicable on sanctioned/allocated transmission capacity and transmission losses as determined by the Commission from time to time, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time.

In case of injection of energy at 66 KV level and drawl of energy at 11 KV voltage level in such case, wheeling of Power for third party sale from Hybrid power projects shall be allowed on payment of transmission charges applicable on sanctioned/allocated transmission capacity, transmission losses on energy feed basis, wheeling charges and losses on the energy fed into grid as measured at receiving Sub-Station of GETCO, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time.

- b. The Commission decides to promote the third-party sale/consumption of renewable / green energy by allowing 25% concession in the Cross Subsidy Surcharge and Additional Surcharge, if any, wherein the RE generator and consumer does not claim RE attribute and allow distribution licensee to avail the same for RPO compliance.
- c. No concession in the Cross Subsidy Surcharge shall be allowed to the RE generator who are selling power under third party sale and utilizing RE attribute for RPO compliance of the consumer or the projects are registered under REC mechanism. They shall be liable to pay 100% Cross Subsidy Surcharge and Additional Surcharge, if any, as



determined by the Commission read with the provisions of GERC Green Energy Open Access Regulations.

- d. The provisions related to Cross Subsidy Surcharge and Additional Surcharge shall be governed as per the MOP Rules and GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 as amended from time to time.

#### **Wheeling of power for Captive Use**

- a. In case of injection of energy is at or above 66 KV voltage level and drawl of such energy up to 66 KV voltage level, in such case the transmission of energy from the injection point to drawl place shall be allowed by paying transmission charges on sanctioned / allocated transmission capacity and transmission losses determined by the Commission from time to time as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time.
- b. In case of injection at 66 KV and drawl at 11 KV voltage level, wheeling of electricity generated from the Hybrid Project to desired location(s) within the State shall be allowed on payment of transmission charges applicable on sanctioned/allocated transmission capacity and transmission losses, wheeling charges and losses of the energy fed to the grid at the receiving end Sub-Station of GETCO, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time.

Provided further that the person consuming energy generated from Hybrid project for captive consumption shall require to provide the details of ownership in the captive generating plant and generation as well as consumption of energy from captive generating plant to the distribution licensee in whose area of supply the captive consumer is situated, on annual basis, in accordance with the provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 to ensure that the necessary conditions stipulated in Electricity Rules, 2005 read with provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 is fulfilled by such captive generating plant and consumption by



captive users. Failure to fulfil the aforesaid conditions, such consumption shall lose the status of captive consumption and it shall be qualified as supply by third party by generator and the benefits granted to captive consumption shall be withdrawn for that Financial Year and it shall attract the applicability of the Cross-Subsidy Surcharge and Additional Surcharge, if any, as applicable to third party green energy open access transaction as per provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time along with delayed payment surcharge thereon.

On receiving of documents/evidence from the captive consumer by the distribution licensee, the distribution licensee shall verify the same in compliance of provisions of Act, Rules and Regulations for captive status of the generator and consumption of energy from such plant and refer the matter to the Commission in case non-compliance of captive status by the generator/captive consumer and also claim the recovery of charges payable by such consumer on account of not fulfilling of captive generating plant status by the generator or captive consumer.

The Commission shall verify the fact and take the final decision regarding continuation of the captive status of the plant and consumption of energy from such plant as captive consumption for the respective financial year.

The various provisions related to Captive Generating Plant (CGP) and consumption of energy from such plant as stipulated in the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 shall be applicable for Wind-Solar Hybrid Power Project.

#### **Wheeling of power to more than one locations**

Wind-Solar Hybrid Project Developers, who desire to wheel electricity to more than one location for captive use/third-party sale, shall be allowed on payment of 5 paise per unit on energy fed into the grid as measured at receiving end Sub-Station of GETCO to the concerned DISCOM in whose area power is consumed in addition to above mentioned transmission charges & losses and Wheeling charges & losses, as applicable.



Provided that in all above cases, total injection of power from the Hybrid Project exceeds such allocated/sanctioned transmission capacity, such power shall be considered as inadvertent flow of power and shall not be considered for any commercial settlement.

**2.8 Verification of Status of Captive Plant**

**2.8.1 Proposed in Discussion Paper**

“..... The captive consumers shall provide the details of ownership in the captive generating plant and generation as well as consumption of energy from captive generating plant to the distribution licensee in whose area of supply captive consumer is situated. The Distribution Licensee shall verify the status of the captive consumers on annual basis. In case of failure to the status of captive generating plant and captive use of energy by the consumer, the action may be initiated as stated above...”

**2.8.2 Suggestions/Objections of the Stakeholders**

**IWTMA** submitted that the Captive status to be checked by GERC and DISCOM as per the Electricity Rules, 2005. The stakeholder further requested that a deadline for verification of captive status should be fixed and requested to issue clarification in case of difference of opinion between DISCOM and Captive Owner, to approach GERC in such case to adjudicate the matter.

**InWEA** submitted that their Commission could keep a deadline for verification of captive status and kindly provide provision in case of difference of opinion between DISCOM and Captive Owner, to approach GERC in such case to adjudicate the matter.

**2.8.3 Analysis and Commission’s Ruling**

The Commission would like to clarify that the distribution licensee shall collect the data and monitor the ownership in the captive generating plant and generation as well as consumption of energy from captive generating plant as provided in the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

The manner of verification of Captive Status of Captive Generating plant and consumption, timelines for verifications, consequences of default, providing payment security mechanism





against applicable Cross Subsidy Surcharge and Additional Surcharge, if applicable, etc. shall be governed as per the provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

## 2.9 Clause 3.9: Banking of Surplus Energy

### 2.9.1 Proposed in Discussion Paper

Like Wind & Solar technology, as a promotional measure, the Commission endeavour to continue to extend the banking facility to Wind Solar and Storage, if any, Hybrid Power Projects set up under OA regime for captive transaction or third-party, transaction whatever may be the case. The settlement of energy from the hybrid projects shall be allowed on the billing cycle basis. The settlement of energy in case of Hybrid power projects set up under OA regime shall be allowed on peak and off-peak hours' basis.

As per Ministry of Power, Green Energy Open Access Rules 2022, banking is permitted on billing cycle basis on payment of charges to compensate additional cost, if any to the distribution licensee. Banking charges shall be applicable as per provisions under MoP's Green Energy Open Access Rules 2022 read with GERC Green Energy Open Access Regulations in force and as amended from time to time. Further, the permitted quantum of banked energy by the Green Energy Open Access Consumers shall be at least thirty percent of the total monthly consumption of the electricity from the distribution licensee by the consumer.

### 2.9.2 Suggestions/Objections of the Stakeholders

**Continuum Green Energy India Pvt. Limited** requested 12 months banking should be given by the Commission by considering Wind profile in the State and peak seasons.

**Drashta Power Consultant Pvt. Limited** submitted that definition of banking of energy should be added to tariff framework. It should be only surplus energy generated and not utilized during each 15 minutes' time blocks and not the total generated energy. The stakeholder requested not to keep restriction on total energy banked.



**IWTMA and InWEA submitted** to adopt the methodology suggested by FoR and allow the energy banked during off-peak TOD slots to draw during peak TOD slot by paying additional 2% banking charges.

**GUVNL** suggested to incorporate enabling provisions in the Order providing option to consumers to avail banking facility so as to reduce strain on DISCOMs to some extent. It is imperative that settlement of energy in case of Wind as well as Solar capacity set up under Open Access is to be allowed on peak and off-peak hour basis so as to minimize imbalance in generation and consumption and to ensure smooth grid operation. GUVNL requested to stipulate banking charge methodology for determination of banking charge in the Order itself to ensure adequate recovery of cost incurred by DISCOMs towards arranging storage/flexible generation to entail banking facility for the consumers availing Open Access from Wind-Solar Hybrid Projects.

**BA Prerna Renewables Pvt. Limited** requested to provide clarity on the working of the banking charges. They suggested that the banking charges should be applicable only on the units consumed by the developer rather than the entire banked energy.

**Indian Development and Environment Agency** suggested that permission for banking in the hybrid policy should not be based on electricity consumption but rather on generation by the renewable energy source, that is supplying the consumer and 30% to 40% of the total generation of the hybrid generation tied up with the consumer should be permitted for banking, regardless of DISCOM consumption.

**Ultratech Cement Limited** suggested that the terms 'Banking Cycle' and 'Banked Energy' be define clearly.

### 2.9.3 Analysis and Commission's Ruling

The Commission decides that the provisions related to Energy Banking facility & banking charges, methodology for settlement of banked energy and treatment for un-utilised banked energy at the end of banking period etc., shall be governed by the MoP's Electricity (Promoting Renewable Energy through Green Energy Open Access) Rules 2022 and GERC's Green Energy



Open Access Regulations, 2024 and its subsequent amendments, if any. Accordingly, necessary modifications are made in the Order.

## **2.10 Clause 3.10 Energy Accounting**

### **2.10.1. Proposed in Discussion Paper**

The discussion paper proposed following Energy Accounting related provisions for captive as well as third party open access transactions.

- 1) **Case 2 (a):** The project which are not registered under REC mechanism and availing banking facility, the energy accounting shall be carried out by energy injection worked out at the receiving end Sub-Station of GETCO, shall be set-off against the consumption during the consumers' billing cycle.
  - i. For net import of power, DISCOM shall charge applicable tariff of respective category to the Consumer including fixed/ demand charge, energy charges, peak charge, other charges/ penalty etc. as applicable to other Consumers.
  - ii. Surplus power available, after giving set-off, at the end of billing cycle shall not be entitled for any compensation.
  - iii. No carry forward of surplus energy, if any, available at the end of billing cycle.
  - iv. The surplus energy, if any, available at the end of billing cycle, is eligible for REC. The distribution licensees shall certify the same as per MoP's Green Energy Open Access Rules 2022 and its subsequent amendments thereto.
  - v. The consumer/project developers shall require to pay banking charges as specified in the Green Energy Open Access Rules notified by the Ministry of Power, Government of India read with provisions of GERC (Green Energy Open Access) Rules in force and as amended from time to time.
  - vi. The consumer/project developers not desired to utilise the green energy attributes (RE) component for fulfilment of RPO, the distribution licensee shall have considered such consumed energy of the consumers as fulfilment of its different types of RPO based on such energy consumed.



vii. The consumer who utilises RE (Green Energy) component for fulfilment of its RPO percentage, in such case, consumption of RE (Green Energy) be qualified as fulfilment of RPO.

2) **Case 2 (b):** For hybrid projects registered under REC mechanism and supply power within the State, the Energy accounting shall be based on a 15-minute time block-basis.

i. For net import of power, the DISCOM shall charge applicable tariff of respective category to the Consumer including fixed/ demand charge, energy charges, peak charge, time of use charges, other charges/ penalty, etc. as applicable to other Consumers as per tariff orders of the Commission.

ii. Surplus power, after giving set off, shall not be eligible for any compensation.

3) **For Type-A Projects (Existing Projects)**

The energy accounting for consumption of power for captive use/third party sale from existing wind/solar project shall be governed by existing Regulations/Orders/Wheeling Agreement prevalent at the time of commissioning of the plant. If these provisions are different, the above provisions shall be applicable only for wheeling of power from new/additional wind/solar capacity, as a part of Hybrid Projects.

#### 2.10.2. Suggestions/Objections of the Stakeholders

**Continuum Green Energy India Pvt. Limited** submitted that the surplus power after set off should be compensated at Rs 1.75/kWh.

**BA Prerna Renewables Pvt. Limited** submitted that as the surplus energy at the end of billing cycle is eligible for REC, the same must be accrued to the developer rather than distribution licensee.

**GVNVL** submitted that as per the provisions of CERC REC Regulations it is pre-requisite to register the project under REC mechanism with the Central Nodal Agency to avail Renewable Energy Certificate (REC). Hence the distribution licensee is not authorized to certify Renewable Energy Certificate. Further, it is pointed out that the provision at Para No. 3.10 (1) (iv) which provides for grant of RE certificate for surplus energy available at the end of billing

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cycle, is contrary to the provisions of Clause No. 3.10 (2) - Case 2 (b) as to avail RE certificate projects have to registered under REC mechanism and therefore the settlement of energy on billing cycle basis is not applicable.

### **2.10.3. Analysis and Commission's Ruling**

The Commission has gone through the suggestions/comments received from the stakeholders with regard to Energy Accounting methodology proposed in the discussion paper. The Commission decides that the provisions related to Energy Accounting, Treatment of Banked Surplus Energy remained surplus after banking period consumption etc for Wind-Solar Hybrid Power project shall be governed as per the provisions of MoP's Green Energy Open Access Rules 2022 and its subsequent amendments thereto and GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 as amended from time to time. Accordingly, necessary modifications are made in the Order.

#### **In case of Type-A Projects (Existing Projects),**

In case of conversion of existing Wind or Solar capacity, (i.e. commissioned prior to 20.06.2023) set up for captive use or third party sale, into Hybrid Power Project by adding new Solar or Wind capacity, the provisions related to transmission and/or wheeling charges and losses, Cross Subsidy Surcharge, Additional Surcharge, if any, Banking facility and charges, energy accounting etc. for consumption of energy from existing wind / solar capacity shall be governed by existing Regulations/Orders/wheeling agreement prevalent at the time of commissioning of the existing Wind/Solar Plant. The new / additional Wind or Solar capacity commissioned after 19.06.2023, as a part of Hybrid Projects shall be governed by Regulatory Framework specified by the Commission in this Tariff Order read with GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

### **2.11 Clause 3.13: CDM Benefits**

#### **2.11.1 Proposed in Discussion Paper**

It is proposed that the sharing of CDM benefits or any other benefit such as carbon credit or any other benefits under CDM or any other mechanism under any provisions from any source providing such benefits to the Solar-Wind Hybrid Power Project for which it shall qualify to



receive such benefit may apply to the concerned authority to avail/receive the benefit for the project. The benefits which shall be receivable or received shall be shared with the procurer of power and/or licensee as under:

- (i) 100% of the gross proceeds on account of such CDM benefit or any other benefit such as carbon credit or any such benefit or any other mechanism from any source or agency to be retained by the project Developer in the first year after the date of commercial operation of the generating station.
- (ii) In the second year, the share from above benefits of the beneficiaries like power procurer/licensee shall be 10% which shall be progressively increased by 10% every year till it reaches 50% where after the proceeds shall be shared in equal proportion by the Generating Company and the beneficiaries like power procurer/licensee."
- (iii) In case of PPA signed under competitive bidding process, the sharing of benefits received by the Hybrid project shall be as per terms and conditions of bid documents read with the PPA.

### 2.11.2 Suggestions/Objections of the Stakeholders

**IWTMA and InWEA** submitted that the sharing of CDM benefit, if any, shall be applicable only after the sale proceeds from CERs are received by Project Developer and not from date of commissioning. The stakeholders requested to clarify that the sharing of CDM benefit, if any, shall be applicable only after considering transaction costs borne by the CDM project proponent. It is requested to continue earlier provision of allowing developer to claim 100% CDM benefits for projects commissioned under Competitive Bidding Process.

**GUVNL** requested that in respect of existing Wind/Solar Capacity, the sharing of CDM benefit shall allow to be governed as per the terms of the respective Power Purchase Agreement.

**BA Prerna Renewables Pvt. Limited** submitted that the developers are building in the benefit from CDM or such other mechanism in their tariff working to be competitive and providing competitive tariff to the bidding agency. Accordingly, such benefit should only be retained by the developer and not the bidding agency.



**Aditya Birla Group** submitted that Sharing of CDM benefits or any other such benefits clause should not be applicable for Captive/Third party OA Hybrid project.

**Ultratech Cement Limited** submitted that sharing of CDM benefit shall not be applicable on Captive/Group Captive Open Access Projects in which Generating Company/Captive Consumer/Consumer have choice to use CDM benefits of the project as per their internal Arrangement/Contracts/PPA signed between Generating Company and Consumer.

**Vena Energy** submitted that the Commission may specifically mention in the applicability of this provision on the projects which are meant to supply power to DISCOM or licensee, to avoid any ambiguity at later stage.

### **2.11.3 Analysis and Commission's Ruling**

Commission is of the opinion that in case of Wind-Solar Hybrid Projects selling power to distribution licensee under the PPA, the CDM benefits or any other benefit such as Carbon Credit or any other benefits under CDM or any other mechanism under any provision from any source providing such benefits to the Solar-Wind Hybrid Power Project developer is an additional benefit over and above the cost incurred in the project and the same should be share with the distribution licensee as proposed in the discussion paper. In case of PPA signed under competitive bidding process, the sharing of benefits received by the Hybrid project shall be as per terms and conditions of bid documents read with the PPA. Sharing of CDM benefits or any other benefit in case of Wind Solar Hybrid Project set up for captive use/third party sale, shall be governed by terms and conditions of respective agreements between the parties. The Commission decides to retain the CDM benefit sharing mechanism as proposed in the discussion paper.

## **2.12 Clause 3.10: Security Deposit**

### **2.12.1 Proposed in Discussion Paper**

The Hybrid Power Developer setting up project shall be required to provide Bank Guarantee @ ₹ 15 lakhs per MW to GETCO based on allotment of transmission capacity and in case the developer fails to commission the Hybrid capacity within the time period mentioned hereunder, GETCO shall encash the Bank Guarantee.



The Developer shall commission new Hybrid capacity at least 10% of the allotted capacity within one month of charging of evacuation line, failing which the Developer shall be liable to pay long term transmission charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned.

| Sr. No. | Hybrid Capacity in MW | Period for commissioning the entire evacuation line along with bays and metering system |
|---------|-----------------------|---|
| 1.      | 1 MW to 100 MW        | 1.5 years from date of allotment of transmission capacity                               |
| 2.      | 101 MW to 200 MW      | 2 years from date of allotment of transmission capacity                                 |
| 3.      | 201 MW to 400 MW      | 2.5 years from date of allotment of transmission capacity                               |
| 4.      | 401 MW to 600 MW      | 3.5 years from date of allotment of transmission capacity                               |

Provided that with prior approval of the Commission, GETCO shall issue extension on case to case basis to the Developers if they fail to commission the entire evacuation line along with bays and metering system within the stipulated time period due to unforeseen reasons.

In case of State level bid, the Commission shall approve the bid/PPA documents when the same shall be submitted before Commission for its approval. Long-term transmission charges are applicable as decided by the Commission in the GETCO's Tariff Order from time to time.

#### 2.12.2 Suggestions/Objections of the Stakeholders

**KPI Global Infra Limited** submitted that the Bank guarantee should be kept at Rs. 5 lakh/MW based on allocated capacity.

**IWTMA and In WEA** submitted that no project developer willfully delays the project, considering its own interest. Hence, it is requested the Commission to propose the Bank Guarantee as Rs. 5 lakhs per MW.

**BA Prerna Renewables Pvt. Limited** submitted that the proposed rate of bank guarantee is substantially higher even if they compare the same with the standalone wind or standalone



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solar projects. It is requested to consider for reducing the value of the security deposit to align with such other projects.

**Adani Green Energy Limited** requested to align the bank guarantee as per CERC GNA Regulations, where the same is capped at Rs. 2 lakhs per MW.

**Aditya Birla Group** submitted that GETCO should allow extension at least by 6 months to developer in case it fail to commission the project in stipulated time after analysis the project progress. In case, there is no progress then GETCO can encash the BG.

**First Energy Pvt. Limited** submitted that under the previous Tariff Order, security deposit was charged at the rate of Rs. 3 lakh MW, which has now been substantially increased to Rs. 15 lakhs/ MW. It is requested to reconsider the same.

GETCO proposed that developer shall commission new Hybrid capacity at least 10% of the allotted capacity within one month of charging of evacuation line. Developer shall require to open the Letter of Credit of above capacity before charging of the line as a security deposit for payment of such charges. Further, developer shall Commission at least 50% of the allocated capacity within six months of charging of evacuation line, failing which, the Developer shall be liable to pay long term transmission charges for 50% of allotted capacity till such 50% of allocated capacity is commissioned. Developer shall require to open the Letter of Credit of above capacity before expiry of six months from charging of the line as a security deposit for payment of such charges.

Further, developer shall commission 100% of the allocated capacity within One year of charging of evacuation line, failing which, the Developer shall be liable to pay long term transmission charges for 100% of allotted capacity till such 100% of allocated capacity is commissioned. Developer shall require to open the letter of credit of above capacity before expiry of one year from charging of the line as a security deposit for payment of such charges. Balance/entire capacity shall be required to be commissioned within two years of the charging of evacuation line, failing which STU shall cancel the capacity allotment to the extent of capacity not commissioned and the developer shall have no claim on such capacity. GETCO proposes the period for commissioning the entire evacuation line along with bays and metering system as below:



| Sr. No. | Voltage Class of Connectivity | Period for commissioning the entire evacuation line along with bays and metering system (from the date of issuance of Estimate) |
|---------|-------------------------------|---|
| 1.      | 66 kV                         | 1.5 years from date of allotment of transmission capacity   |
| 2.      | 132 kV                        | 2 years from date of allotment of transmission capacity   |
| 3.      | 220 kV                        | 2.5 years from date of allotment of transmission capacity   |
| 4.      | 400 kV                        | 3.5 years from date of allotment of transmission capacity   |

### 2.12.3 Analysis and Commission's Ruling

The Commission has gone through the submission of GETCO and other stakeholders. The Commission noted the provisions under Gujarat Renewable Energy Policy 2023 notified on 04.10.2023 and decides to modify the Clause No. 3.10 of Discussion Paper as below:

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ ₹ 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the Developer fails to commission the Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.

| Sr. No. | RE capacity in MW  | Period for commissioning the entire evacuation line along with bays and metering system |
|---------|--------------------|---|
| 1.      | 1MW to 100 MW      | 12 months from the date of allotment of transmission capacity                           |
| 2.      | >100 MW to 200 MW  | 15 months from the date of allotment of transmission capacity                           |
| 3.      | >200 MW to 400 MW  | 18 months from the date of allotment of transmission capacity                           |
| 4.      | >400 MW to 1000 MW | 24months from the date of allotment of transmission capacity                            |

The Wind-Solar Hybrid Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of respective Agreement/ PPA.

The Wind-Solar Hybrid Power Project Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line or as per timeframe stipulated table above, whichever is earlier, failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned.



The balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated above, whichever is earlier, failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

If the Wind-Solar Hybrid Project Developer (as Generator / Consumer/ Licensee) fails to Commission the entire allocated evacuation system along with bays and metering System within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period.

In case of Wind-Solar Hybrid Project set up under competitive bidding route, in that case the aforesaid provision shall be governed by the provisions of approved bid documents /PPA.

### **2.13 Clause 3.15 & 3.16: Integration of Wind Solar Hybrid Project and Battery Energy Storage to the grid commissioning of Hybrid Project**

#### **2.13.1 Proposed in Discussion Paper**

After following the procedure of integration of Hybrid Project with grid, the commissioning of Hybrid Projects shall be followed. "Commissioning" with respect to the Hybrid project shall be certified by the GEDA in the presence of GETCO and distribution licensee representative. GEDA should ensure that all equipment as per MNRE approved list of Solar panel manufacturers and WTG manufacturers of rated capacity and as per Indian Standards on Renewable Energy notified by BIS has been installed and energy has flown into the grid and recorded in the energy meters installed at project site and witnessing of such generation of electricity by representative authorised by DISCOM/GETCO. GEDA shall co-ordinate with DISCOMs/GETCO for fixing date of commissioning of plant and visit and decide the same. The representatives of GEDA, GETCO and distribution licensees shall sign on the commissioning of project. Non-signing of documents of commissioning of Hybrid Projects by any of the representative of above entity is not qualify for commissioning of the project. The commissioning certificate



consists of the details of the Wind Turbine and Solar modules and inverter details. Moreover, GEDA shall also ensure about the solar modules, details of RFID, modules.

Further, it shall also ensure that generation data from the hybrid project shall also transferred in the real time basis through RTU to SLDC.

### 2.13.2 Suggestions/Objections of the Stakeholders

IWTMA & InWEA submitted that for further better implementation of the project, the stakeholders requested to define a definite time period (in days) post application for commissioning so that such visits can be done within a limited timeline as per prudent business practice.

**02 Power** requested for specifying timeline for visit of GEDA/GETCO/DISCOM for commissioning of project to avoid delay.

SLDC proposed following list of documents to be submitted to SLDC for first time charging:

- Covering letter
- Name of pooling station, installed capacity, connected GETCO/Transmission utilities substation.
- Proposed date of synchronization of renewable pooling station with Intra State Grid.
- Details of contact person, Name, designation mobile no, email for day to day as well as commercial communication purpose.
- Details of first-time grid connection charge to be paid online at SLDC.
- DISCOM name for allocation of power / type of contact in detail.
- GEDA registration application for installation for renewable generator / pooling station regarding specific under which policy generator installed.
- Approval obtained from various statutory agencies.
- COD letter of GEDA.

### 2.13.3 Analysis and Commission's Ruling

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The Commission accepts the proposal of the developers for specifying the definite timeline for visit of GEDA/GETCO/DISCOM for commissioning of project to avoid delay. GEDA, GETCO and / or DISCOM should complete the necessary formalities for commissioning of plant within fifteen (15) days from the date of receipt of application for commissioning of plant from the developer/generator.

The Commission also accept the list of documents proposed to be submitted to SLDC for first time charging. Accordingly, necessary modifications are made in the Order.

#### **2.14 Additional points:**

##### **2.14.1 Suggestions/Objections of the Stakeholders**

Some of the stakeholders requested to clarify regarding payment of Electricity Duty on electricity generated and consumed for self-consumption/sale to third-party within the State.

##### **2.14.2 Analysis and Commission's Ruling**

Levy of Electricity Duty on consumption of electricity comes under the purview of Government of Gujarat. Therefore, Commission prefers to not give any direction on the same.

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### 3. TARIFF FRAMEWORK, GENERAL PRINCIPLES AND OTHER COMMERCIAL CONSIDERATIONS

Having considered all the comments from the stakeholders, the Commission hereby issues the final Tariff Framework for Wind-Solar Hybrid Power Projects including Storage, if any, effective from 20.06.2023, as under:

#### 3.1 Tariff Framework

##### **Tariff Framework for Type A (Existing Project)**

In the case of existing standalone Wind or Solar Projects which are commissioned prior to 20.06.2023, the purchase of power from such existing Wind or Solar capacity, as the case may be, shall be in accordance with the respective PPAs with GUVNL/DISCOMs and purchase of power from additional / new Wind or Solar capacity commissioned after 19.06.2023, shall be at the tariff discovered through competitive bidding undertaken by DISCOMs separately for purchase of Wind and/or Solar power subject to approval of the Commission.

##### **Regulatory Framework for Projects under Open Access Regime (Type A)**

In case of conversion of existing Wind or Solar capacity, (i.e. commissioned prior to 20.06.2023) set up for captive use or third party sale into Hybrid Power Project by adding new Solar or Wind capacity, the existing Wind/Solar projects set up for captive use/third party sale, shall be governed by the provisions of existing Regulations/Orders/Wheeling agreement prevailing at the time of commissioning of such existing Wind/Solar Capacity with regard to transmission and/or wheeling charges and losses, Cross Subsidy Surcharge, Additional Surcharge, if any, Banking facility and charges, etc. for the existing wind / solar capacity. The new / additional Wind or Solar capacity commissioned after 19.06.2023, as a part of Hybrid Projects, shall be governed by Regulatory Framework specified by the Commission in this Tariff Order read with GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

Provided that such projects shall have to register with GEDA as a fresh for Wind-Solar Hybrid projects and also to obtain necessary commissioning certificate with consideration of the provisions of this Order readwith the provisions of Green Energy Open Access Regulations, 2024 notified by the Commission and MoP Rules in this regard.

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With respect to existing Wind or Solar Power Projects which are commissioned prior to the effective date of this Order i.e. 20.06.2023, it is required to see and verify the completion date of normative useful life of the project and applicability of provisions for newly added solar/wind capacity at the end of normative useful life of the existing wind/solar capacity. Further, it is also necessary to consider the terms of agreement for Transmission and/or Wheeling executed between the parties for existing wind/solar capacity. It is also required to consider that the Gujarat Renewable Energy Policy 2023 provides that the repowering of wind projects shall have to be done on or before completion of normative useful life of 20/25 years from the date of commissioning of the project. The wind projects developers who do not go for repowering, shall have to de-commissioned the wind power projects after completion of normative useful life of 20/25 years and shall have to surrender the connectivity and if the Wind Turbine Generators is set up on lease land, they shall have to surrender their leasehold rights to the Government. Thus, it is mandatory for wind power projects developer to go for re-powering of wind generator on or before the completion of 20/25 years' normative useful life for seeking further extension of terms of wheeling/transmission agreement. Failure to it, no extension for transmission and / or wheeling Agreement for such projects is permitted and such wind generator has to be de-commissioned. Hence, it is necessary for the project developer who desire to convert its standalone Wind or Solar Project into Hybrid Project to comply with aforesaid provisions. Similarly, the solar power project is having normative useful life of 25 years as per the Order of the Commission. Therefore, hybridisation of existing Wind or Solar Projects are subject to aforesaid provisions related to normative useful life of the project. The consideration of above aspects is explained as under:

**Illustration:**

If the wind generating plant is commissioned, say on 10.02.2013, the normative useful life of such plant, say 25 years, will be completed on 09.02.2038. Thereafter, such wind projects shall have to undergo for repowering before seeking any extension of Transmission and /or Wheeling agreement. Thus, the existing agreement for Transmission and / or Wheeling, if any, executed by the project developer for captive use or third-party sale, shall be continued only for the period upto 9.02.2038. If such existing wind generating project desire to convert its project into Wind-Solar Hybrid Projects, say on 01.03.2024 i.e. under the control period of this



Order, by installation of additional/new solar capacity, the Hybrid status of such projects as per existing Order / Regulations read with Agreements for Transmission and/ or Wheeling with the licensee shall be available only for the period from 01.03.2024 to 09.02.2038. Thereafter, the said project shall be qualified only as standalone solar project for the period from 10.02.2038 to 28.02.2049 and shall be governed by the provisions of relevant Regulations and/or Orders of the Commission during which the solar plant was commissioned, i.e. shall be governed as per the provisions of this Order. While granting registration of the Hybrid project and issuing commissioning certificate, the GEDA, GETCO and /or DISCOM shall ensure to record / mention such aspects in the registration certificate / commissioning certificate and other relevant documents related to conversion of existing wind/solar project as hybrid projects.

#### **Tariff Framework for Type B (New Projects)**

The tariff for the new Wind-Solar Hybrid Projects above threshold limit eligible to participate in competitive bidding specified in the tariff based competitive bidding guidelines notified by the MNRE, shall be discovered as per tariff based competitive bidding guidelines issued by MoP, Government of India under Section 63 of the Electricity Act 2003. The Commission may adopt such tariff discovered through transparent competitive bidding process after following due process of law.

#### **Regulatory Framework for Projects under Open Access Regime (Type B)**

The Wind-Solar Hybrid Projects set up under Open Access Regime for captive use or third party sale, shall be governed by the Regulatory Framework specified in this Order and have to pay transmission charges & losses, wheeling charges & losses, Cross Subsidy Surcharge, Additional Surcharge, if any, Banking Charges etc. as applicable for Green Energy Open Access transaction as specified by the Commission in its Green Energy Open Access Regulations, 2024 read with MoP GEOA Rules and Tariff Regulations notified by the Commission.

#### **Tariff framework for the Project below Threshold Limit**

##### **Type A (Existing Project)**





Type A (Existing project): In case addition of new Wind or Solar capacity by the developer is below the threshold limit eligible to participate in competitive bidding specified in the tariff based competitive bidding guidelines notified by the MNRE:

Tariff for purchase of power by DISCOM from newly added Wind or Solar projects falling below the threshold limit of eligibility to participate in competitive bidding specified in the tariff based competitive bidding guidelines notified by the MNRE, shall be considered as lowest of the weighted average tariff of Solar or Wind, as the case may be, available as on 1<sup>st</sup> April, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (October to March) or available as on 1<sup>st</sup> October, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (April to September), depending on commissioning date of newly added Wind or Solar project capacity subject to adoption of discovered tariff by the Commission.

In case weighted average tariff is not available for particular 6 months' period then latest weighted average tariff available for 6 months' period shall be considered.

#### **Type B (New Wind-Solar Hybrid Project)**

Tariff for Wind Solar and Storage, if any, Hybrid Power Projects falling below the threshold limit of eligibility to participate in competitive bidding specified in the tariff based competitive bidding guidelines notified by the MNRE, shall be considered as lowest of the Weighted Average Tariff (of Wind, Solar, Wind-Solar and Storage, if any, Hybrid Power Project) available as on 1<sup>st</sup> April, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (October to March) or available as on 1<sup>st</sup> October, as discovered in the competitive bidding undertaken by GUVNL/Distribution Licensees and SECI during previous six months (April to September), depending on commissioning date of the project subject to adoption of discovered tariff by the Commission.

In case weighted average tariff is not available for particular 6 months' period then latest weighted average tariff available for 6 months' period shall be considered.



## 3.2 General Principles

### 3.2.1. Control period:

The Commission has noted that the Ministry of Power had notified the Electricity (Promoting Renewable Energy Through Green Energy Open Access) Rules, 2022 on 6<sup>th</sup> June 2022 outlining the policy and regulatory provisions for promotion of renewable sources of energy through Open Access. Further, the MoP Rules is effective from the date of its Notification. The Commission also notes that the Wind-Solar Hybrid Tariff Order dated 03.04.2021 was having extended control period only upto 19.06.2023 and thereafter no extension in control period of earlier order is granted and also specified in the discussion paper that the new Order shall be effective from 20.06.2023. Therefore, the projects commissioned under the control period of previous Order were eligible to get the benefit of the said order, which was effective at relevant time. The Commission has also noticed that the Government of Gujarat has notified the Gujarat Renewable Energy Policy 2023 on 04.10.2023, wherein the benefits under the new Policy for the Wind-Solar Hybrid Projects are made applicable for the Wind-Solar Hybrid Projects commissioned after 19<sup>th</sup> June 2023.

Considering above aspects and to give effect to the provisions of Green Energy Open Access Rules 2022 notified by Ministry of Power under the Electricity Act, 2003 and specifically when there was no tariff order of the Commission as well as Government of Gujarat Policy effective from 20.06.2023 with regard to Wind-Solar Hybrid Project tariff framework, the Commission found it more appropriate to adopt the policy and regulatory provisions outlined in MoP Green Energy Open Access Rules, 2022 and defined the Control Period of new tariff order to be made effective from 20.06.2023 in the discussion paper also. Further, as suggested by some of the stakeholders to provide longer control period, the Commission decides to define the Control Period of this tariff framework effective from 20.06.2023 to 31.03.2027. The projects which are commissioned during aforesaid Control Period shall be governed by the provisions MoP Green Energy Open Access Rules, 2022, read with provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and this Order of the Commission and eligible for the benefits stipulated in this Order. Further, Wind-Solar Hybrid Projects commissioned during the Control Period of this Order shall be liable to pay applicable Open Access charges and provisions related to banking facility, energy accounting etc and shall be

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governed by this Order read with GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

### **3.2.2. Useful life of plant:**

The Useful Life for the Wind Solar Hybrid Power Projects to be commissioned during control period of this Order shall be considered as 25 years from date of commissioning.

### **3.2.3. Tariff period:**

The tariff period for the tariff framework approved by the Commission for Procurement of electricity from Wind-Solar Hybrid Power Projects by the distribution licenses in the State shall be 25 years.

### **3.2.4. Eligible Unit:**

Any individual, Company or Body Corporate or Association or Body of Individuals, whether incorporated or not, or Artificial Juridical Person, shall be eligible for setting up of new Wind-Solar and Storage, if any, Hybrid Projects or shall be eligible to add Wind/Solar capacity in existing Solar/Wind Power Projects respectively, either for the purpose of captive use and/or for selling of electricity, in accordance with the provisions of the Electricity Act, 2003, Rules and Regulations framed thereunder as amended from time to time. The wind and solar generation and storage, if any, may be metered separately at the pooling/sending end Sub-Station.

The choice of capacity mix between Wind and Solar and Storage, if any, shall be the discretion of the Developer or as per the individual schemes as notified by the State or Central Government from time to time. However, at the locations of having good wind power potential, the Solar PV capacity to be added as the Solar-Hybrid component could be relatively smaller. Similarly, in case of the sites where the Wind Power Density (WPD) is relatively lower or moderate, the component of the Solar PV capacity could be relatively on a higher side. The ratio of different technology mix of Wind-Solar and Storage, if any, percentage as a part of Hybrid Project shall be in accordance with the Notification of MNRE, GoI in this regard.



**For simplicity purpose, Wind-Solar Hybrid Power Generation Plants shall be divided into two categories:**

**(i) Type-A Projects**

This category shall include conversion of already commissioned Wind or Solar Power Plants i.e. commissioned prior to 20.06.2023 into Hybrid Projects by addition of new Solar or Wind capacity, as case may be. The Wind or Solar capacity commissioned prior to 20.06.2023 shall be considered as existing capacity eligible to convert in Wind-Solar Hybrid project under Type-A category. The Wind or Solar Capacity commissioned prior to 20.06.2023 shall be considered based on Power Purchase Agreement (PPA)/Bulk Power Transmission Agreement (BPTA) and /or Wheeling Agreement capacity with GETCO/ DISCOMs.

**(ii) Type-B Projects**

This shall include new Wind-Solar and Storage, if any, Hybrid Power Generation Projects which are not commissioned as on effective date of this Order i.e. as on 20.06.2023. The Wind-Solar Hybrid Power Projects commissioned under PPAs signed during the Control Period of this Order will be eligible to sell power to distribution licensees of Gujarat at the tariff framework approved by the Commission under this Order. Similarly, Wind-Solar Hybrid Power Projects commissioned during the Control Period of this Order will be eligible for wheeling of power for Captive use/ Third Party sale as per the tariff framework approved by the Commission under this Order.

The Wind Solar Hybrid Power Plants located in State of Gujarat / outside of State of Gujarat and connected to ISTS network and supplying power to consumers connected with Intra-State Transmission and / or Distribution System of State, shall be governed by CERC Open Access Regulations as well as GERC Green Energy Open Access Regulations, depending upon the drawl voltage level of consumer. Gujarat Energy Development Agency (GEDA) shall be the nodal agency for registration of such projects set up in Gujarat.

Whereas, in case of Wind-Solar Hybrid Power Project connected with ISTS network and supplying power to consumers directly connected with ISTS network but not connected with Intra-State Transmission and /or Distribution System of State, shall be governed by CERC Open Access Regulations.



### 3.2.5. Forecasting and Scheduling for Wind Solar Hybrid Power Project:

The Wind-Solar Hybrid Projects connected with State Grid shall require to follow the provisions as prescribed under the GERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2019 notified on 19.01.2019 and its amendments issued from time to time.

In case of ISTS connected Wind Solar Hybrid Projects (including Inter-State RE projects located in Gujarat & directly connected to ISTS network and supplying power to consumer in Gujarat / outside of Gujarat) energy accounting for deviation shall be as per the CERC Regulations.

Provided further that if Wind-Solar Hybrid Generating project is situated in the State of Gujarat and connected with Inter-State grid through State grid and selling power outside/ inside the State, the energy accounting for deviation settlement shall be carried out wherein the deviation charges shall be either (A) Reference Rate or (B) Normal Rate of Charges for deviation, whichever is higher, as per the provision of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

Explanation: Reference Rate and Normal Rate of Charges shall have the meaning as defined in CERC DSM Regulations from time to time.

Provided that in case of Wind-Solar Hybrid Power projects set up for captive consumption/ sale to third party, the minimum number of time blocks, which shall not be more than 12 time-blocks, for which the consumer shall not change the quantum of power consumed through Green Energy Open Access so as to avoid variations in demand to be met by the distribution licensee.

### 3.2.6. Applicability of Merit Order Dispatch Principle:

Wind-Solar Hybrid Power Projects irrespective of the plant capacity shall be treated as 'MUST RUN' power plants and shall not be subjected to Merit Order Dispatch Principles.



### 3.2.7. Reactive Energy Charges

The Reactive Energy Charges as approved by the Commission in tariff orders for the Gujarat Energy Transmission Corporation Limited (GETCO) read with GERC Grid code from time to time shall be applicable to Wind Solar Hybrid Projects.

### 3.2.8. Metering points an interconnection point:

The metering and interconnectivity shall be as under:

- a) Energy generation from wind/solar capacity shall be measured separately at the pooling/sending end sub-station on 15 /5-minute time blocks by installing four Quadrant ABT compliant meters by the project developers. The project developers shall also have to install Remote Terminal Unit (RTU) and communications facilities for transferring the real time data to SLDC for monitoring purpose. Further, four quadrant ABT compliant meter shall be installed on each wind turbine/solar projects. All the meters will be tested in NABL laboratory and duly sealed by DISCOMs. Meters shall be installed in the presence of DISCOM and /or GETCO representatives at the time of commissioning of the Wind-Solar Hybrid project and sign on such documents. The meters shall be AMR compatible so that data can be fetched at GEDA, DISCOM and SLDC level remotely.
- b) For the purpose of commercial settlement and energy accounting, the metering point shall be at the receiving end sub-stations of GETCO. The injection of energy from Wind-Solar capacity shall be worked out separately at the receiving end sub-stations of GETCO on the basis of meter reading of common meter installed at receiving end sub-stations appropriately apportioned as per the respective meter reading (active and reactive) of wind and solar ABT (four quadrant) meters installed at respective wind and solar project separately.
- c) In case of Type-A projects (Existing Projects), the metering/injection point shall continue as per existing agreement with GETCO /DISCOM.
- d) In case of Type-B Projects (New Projects) that are AC or DC integrated, the metering point shall be at the receiving end of GETCO Sub-Station. Developer shall have to install the ABT (four quadrant) Main & Check meter at their own cost duly tested, sealed and installed in



the presence of DISCOMs and /or GETCO's representatives. Developer shall install such meters at receiving end of GETCO Sub-Station as well as at Wind and Solar PV System Installations in view of the different tariff and RPO. In case of common hybrid tariff and common RPO, a single meter as per above specification for both wind and solar system shall suffice.

- e) For Type-A Projects (Existing Projects), both Wind and Solar PV Systems shall use separate set of internal electrical lines and equipment and connect to the pooling/sending-end Sub-Stations of the Hybrid Projects. The projects shall be mandatorily metered the wind and solar energy separately. Developers shall have to install ABT (four quadrant) meters at Wind and Solar PV System Installation as well as receiving end of the GETCO Sub-Stations at their own cost duly tested, sealed and installed in the presence of DISCOM and /or GETCO representatives.
- f) Internal connectivity between solar and wind capacity prior to pooling/sending-end Sub-Station shall be allowed for Type B Projects (New Projects) once a common RPO and hybrid tariff are present.
- g) Energy metering and communication facility shall be provided by the developer of Hybrid Power Projects in accordance with the following Regulations/Codes/Orders and their subsequent amendments:
- i. Central Electricity Authority (Installation and Operation of meters) Regulations 2014 and its subsequent amendments.
  - ii. Gujarat Electricity Grid Code 2013 and its subsequent amendments.
  - iii. GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011 and its subsequent amendments.
  - iv. GERC Distribution Code 2004 and its subsequent amendments.
  - v. GERC (Terms and Conditions for Green Energy Open Access), Regulations 2024.

For the purpose of energy accounting, all projects shall have to provide ABT compliant (four quadrant) meters at generators end and if the power is to be wheeled to consumers' premises,



then ABT cum Tariff compatible meter is to be installed at the consumers' premises also. While in case of consumer seeking open access below 1 MW, installation of Special Energy Meter capable of energy recording on 15 Minute Time Block basis at consumption end shall be allowed. GEDA, GETCO and DISCOMs shall ensure the energy accounting of Active and Reactive energy of the Wind/Solar and/or Hybrid for each consumer/customer. Energy Accounting shall be done by SLDC.

Provided that in case of Wind-Solar Hybrid project connected with Inter-State Transmission System (ISTS) network through state network, the provisions related to metering point and interconnection point shall be governed by the provisions of Intra-State Generator provided in this Order. While in case of the Wind Solar Hybrid projects directly connected to ISTS network shall be governed by the provisions of CERC Regulations.

### 3.3 Wind-Solar Hybrid System & Power Evacuation

Wind-Solar and Storage, if any, Hybrid Power Generation System, or the Hybrid Project, means the system of combined generation from collocated Wind and Solar Power Project and Storage, if any, (i) as addition of wind or solar capacity in the existing solar or wind power project as part of Hybrid power project or (ii) installation of new Wind-Solar Power Projects with storage capacity, if any, and injection of power from the power project at the interconnection point of the pooling end substation.

Under the scheme of Wind-Solar Hybrid Power Generation, Wind and Solar PV Systems shall be connected at the same interconnection point at pooling/sending-end sub-station. In order to achieve the benefits of hybrid plant in terms of optimal and efficient utilization of transmission infrastructure and better grid stability by reducing the variability in renewable power generation, it is desired that:

- i. At the locations of having good wind power potential, the solar PV capacity to be added as hybrid component could be relatively smaller.
- ii. Similarly, in case of the sites where the wind power density is relatively lower or moderate, the component of the Solar PV capacity could be relatively on a higher side.





- iii. The ratio of different technology mix of Wind-Solar and Storage, if any, as a part of Hybrid Project shall be in accordance with the Notification of MNRE, GoI in this regard.

**(I) Hybridization of existing projects (Type-A):**

Existing Wind power Project Developer or Solar Power Projects Developer, willing to install additional / new Solar PV Plant or Wind Turbine Generators respectively, at the existing location, shall be allowed to do so with following conditions.

- i. The total power injection (combined wind and solar) into the grid shall not be more than the transmission capacity/grid connectivity allowed/sanctioned by GETCO for this purpose. In case, addition/augmentation in the existing evacuation system is required as per the system study undertaken by GETCO due to addition of Wind/Solar and Storage Capacity, if any, the Developers shall undertake such addition/augmentation in the system up to the receiving end sub-station of GETCO at their own cost. However, the primary focus is to optimize the utilization of existing transmission infrastructure and technologies, and design approaches towards minimum augmentation is encouraged.
- ii. The transmission and / or wheeling of energy from additional solar/wind capacity as part of Hybrid Project may be allowed for captive use or for third-party sale or sale to DISCOMs. For transmission and wheeling of power, the applicable charges and losses shall be as specified in this Order.
- iii. The Developers shall approach GETCO for determining the transmission capacity available to evacuate the additional wind/ solar power or any augmentation that may be required. GETCO shall provide the relevant data with regards to the transmission capacity utilization on its existing network.

**(II) Hybridization of Type-B Projects (New Projects)**

- i. The Developer of Hybrid Project shall establish the evacuation line at their own cost up to the receiving end sub-station of GETCO as per the system study undertaken by GETCO.



- ii. The Developer has option for transmission / wheeling of wind and solar power for their captive use or third-party sale or sale of power to the DISCOMs. For transmission and wheeling of power, the applicable charges and losses shall be as specified in this Order.
- iii. Hybrid Project Developers shall approach GETCO for evacuation system planning up to the receiving station.

For both Type-A and Type-B Hybrid Projects, the Developer shall ensure for capacity allocation/sanction of transmission capacity at least equal to installed capacity of wind or solar project, whichever is higher. In case, total injection of power from Wind-Solar Hybrid Project with storage, if any, exceeds the allocated/sanctioned transmission capacity, the same shall be avoided /restricted by providing necessary protection system so that such incident may not affect real time grid management by grid operators. Such injection of power over and above allocated/sanctioned transmission capacity shall be considered as inadvertent flow of power and shall not be considered for commercial settlement.

**A. For Type-A Projects (Existing Projects) where -**

- a. Open Access is already granted to the extent of rated capacity of transmission line/substation of GETCO, the injection of power from additional wind or solar capacity to be set up, is restricted up to already granted rated capacity of transmission line/substation of GETCO. The same shall be allowed without applicability of transmission charges on such additional capacity. However, the transmission losses and wheeling charges/losses shall be made applicable to such capacity as applicable to any other solar or wind project as the case may be. In case total hybrid generation exceeds the transmission capacity limit, it shall be considered as inadvertent injection of power for which no payment or credit shall be given or under any exigency which requires curtailment of generation, the generation from additional/new wind/ solar capacity shall be curtailed first.
- b. There is capacity margin in the existing transmission system/ sub-station of GETCO after taking into account open access already granted to the existing wind/solar project or any augmentation and strengthening of transmission system after receiving end sub-station is undertaken by GETCO for allocation/sanction of transmission capacity for



allowing additional wind/ solar capacity, the transmission charges and losses, and wheeling charges and losses shall be applicable on such additional sanctioned/allocated capacity as applicable to any other Solar/ Wind Project as the case may be. However, if any augmentation in the existing transmission system is required due to addition of such solar/wind capacity, up to receiving end substation of GETCO, the same shall be undertaken by the Developers at its own cost.

#### **B. For Type-B Projects (New Projects)**

The Developer of Hybrid Project shall establish a dedicated line at its own cost for evacuation of power up to receiving end sub-station of GETCO as per system study undertaken by GETCO. From there onwards, GETCO shall ensure transmission system and connectivity. Transmission charges shall be applicable on the basis of sanctioned/ allocated transmission capacity. However, Developer shall ensure that power injection shall never increase beyond sanctioned/allocated transmission capacity. In case total hybrid generation exceeds the transmission capacity limit, it shall be considered as inadvertent injection of power for which no payment or credit shall be provided. Transmission charges and losses and wheeling charges and losses shall be applicable as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 as amended from time to time.

#### **3.4 Operation and Maintenance of dedicated lines**

The Operation and Maintenance of dedicated evacuation line including the bays shall be carried out at the cost of Developer of Hybrid Projects as per applicable technical standards and best practices.

#### **3.5 Transmission and Wheeling Charges**

##### **Third Party Sale**

- a. In case of injection of the electricity at 66 KV level or above and drawl of electricity up to 66 KV level, the transmission of energy from the injection point to drawl place shall be allowed by paying transmission charges applicable on sanctioned/allocated transmission capacity and transmission losses as determined by the Commission from



time to time, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time.

In case of injection of energy at 66 KV level and drawl of energy at 11 KV voltage level in such case, wheeling of Power for third party sale from Hybrid power projects shall be allowed on payment of transmission charges applicable on sanctioned/allocated transmission capacity, transmission losses on energy feed basis, wheeling charges and losses on the energy fed into grid as measured at receiving Sub-Station of GETCO, as applicable to green energy open access transaction as per GERC Green Energy Open Access Regulations, 2024 and amendments in it from time to time.

- b. The Commission decides to promote the third-party sale/consumption of renewable / green energy by allowing 25% concession in the Cross Subsidy Surcharge and Additional Surcharge, if any, wherein the RE generator and consumer does not claim RE attribute and allow distribution licensee to avail the same for RPO compliance.
- c. No concession in the Cross Subsidy Surcharge shall be allowed to the RE generator who are selling power under third party sale and utilizing RE attribute for RPO compliance of the consumer or the projects which hare registered under REC mechanism. They shall be liable to pay 100% Cross Subsidy Surcharge and Additional Surcharge, if any, as determined by the Commission read with the provision of GERC Green Energy Open Access Regulations.
- d. The provisions related to Cross Subsidy Surcharge and Additional Surcharge shall be governed as per the MoP Rules and GERC Green Energy Open Access Regulations, 2024 as amended from time to time.

#### **Wheeling of power for Captive Use**

- a. In case of injection of energy is at or above 66 KV voltage level and drawl of such energy up to 66 KV voltage level, in such case the transmission of energy from the injection point to drawl place shall be allowed by paying transmission charges on sanctioned / allocated transmission capacity and transmission losses determined by the



Commission from time to time, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time .

- b. In case of injection at 66 KV and drawl at 11 KV voltage level, wheeling of electricity generated from the Hybrid Project to desired location(s) within the State shall be allowed on payment of transmission charges applicable on sanctioned/allocated transmission capacity and transmission losses, wheeling charges and losses of the energy fed to the grid at the receiving end Sub-Station of GETCO, as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time.

Provided further that the person consuming energy generated from Hybrid project for captive consumption shall require to provide the details of ownership in the captive generating plant and generation as well as consumption of energy from captive generating plant to the distribution licensee in whose area of supply, the captive consumer is situated, on annual basis, in accordance with the provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024. to ensure that the necessary conditions stipulated in Electricity Rules, 2005 read with provisions of GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 is fulfilled by such captive generating plant and consumption by captive users. Failure to fulfil the aforesaid conditions, such consumption shall loose the status of captive consumption and it shall be qualified as supply by third party by generator and the benefits granted to captive consumption shall be withdrawn for that Financial Year and it shall attract the applicability of the Cross-Subsidy Surcharge and Additional Surcharge, if any, as applicable to third party green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and amendments in it from time to time along with delayed payment surcharge thereon.

On receiving of documents/evidence from the captive consumer by the distribution licensee, the distribution licensee shall verify the same in compliance of provisions of Act, Rules and Regulations for captive status of the generator and consumption of energy from such plant and refer the matter to the Commission in case non-compliance of captive status by the



generator/captive consumer and also claim the recovery of charges payable by such consumer on account of not fulfilling of captive generating plant status by the generator or captive consumer.

The Commission shall verify the fact and take the final decision regarding continuation of the captive status of the plant and consumption of energy from such plant as captive consumption for the respective financial year.

The various provisions related to Captive Generating Plant (CGP) and consumption of energy from such plant as stipulated in the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 shall be applicable for Wind-Solar Hybrid Power Project.

### **Wheeling of power to more than one locations**

Wind-Solar Hybrid Project Developers, who desire to wheel electricity to more than one location for captive use/third-party sale, shall be allowed on payment of 5 paise per unit on energy fed into the grid as measured at receiving end Sub-Station of GETCO to the concerned DISCOM in whose area power is consumed in addition to above mentioned transmission charges & losses and Wheeling charges & losses, as applicable.

Provided that in all above cases, total injection of power from the Hybrid Project exceeds such allocated/sanctioned transmission capacity, such power shall be considered as inadvertent flow of power and shall not be considered for any commercial settlement.

### **3.6 Energy Accounting & Banking facility**

The provisions related to banking facility and charges, methodology for settlement of banked energy and treatment for un-utilised banked energy at the end of banking period etc., shall be governed by the MoP Green Energy Open Access Rules, 2022 and GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 and its subsequent amendments from time to time.

The banking facility shall be an optional facility provided to the consumers availing open access from Wind-Solar Hybrid Power Project as provided under GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024. In case consumer choose not to avail

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banking facility, the same shall be permitted on furnishing an undertaking as specified in the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 in this regard.

Provided that in respect of Wind-Solar Hybrid Power Project directly connected with ISTS network and supplying power to the consumer in the State either connected with ISTS network or Intra-State network of State, the provisions related to energy banking facility shall be governed as per the applicable CERC Regulations read with MoP Rules.

Provided further that the applicable charges i.e. transmission charges and losses, wheeling charges and losses, Cross Subsidy Surcharge, Additional Surcharge, if any, etc., shall be applicable to the consumer which are availing Open Access by utilization of State Grid as per the provisions of this order i.e. utilization of Transmission and /or Distribution network of the State with or without utilization of ISTS Network.

Provided further that Cross Subsidy Surcharge, Additional Surcharge, if any, etc. shall be applicable to the consumer which are availing Open Access from Wind-Solar Power Project involving only ISTS Network.

### **3.6.1. Energy Accounting**

Energy Accounting related provision as provided below shall be applicable for captive use as well as third party open access transaction from Wind-Solar Hybrid Project:

#### **1. Case 1: The Wind-Solar Hybrid Projects which are availing banking facility:**

The consumption of banked energy shall be permitted on billing cycle basis in a manner stipulated in the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024. The banking of energy shall be evaluated for energy accounting on 15/5-minute time block basis. The difference between the injected energy from Wind-Solar Hybrid project worked out at the receiving end Sub-Station of GETCO and available at consumption point and consumer's consumption in same 15 /5-minute time block basis shall be considered as banked energy.

- (i). The permitted quantum of banked energy for the consumer availing open access from Wind-Solar Hybrid project shall be atleast 30% of total consumption of electricity from



the distribution licensee by the consumer during the billing period as provided in the MoP Green Energy Open Access Rules, 2022 read with GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.

- (ii). For net import of power, DISCOM shall charge applicable tariff of respective category to the consumer including fixed/ demand charge, energy charges, peak charge, other charges/ penalty etc. as applicable to other Consumers.
- (iii). The unutilized surplus banked energy shall be considered as lapsed at the end of billing cycle and entitled to get REC as per the provisions of MoP Green Energy Open Access Rules, 2022.
- (iv). No carry forward of surplus banked energy, if any, available at the end of billing cycle shall be permitted.
- (v). The consumer/project developer shall require to pay banking charges as specified in the Green Energy Open Access Rules notified by the Ministry of Power, Government of India read with provisions of GERC (Green Energy Open Access) Regulations in force and as amended from time to time.
- (vi). The consumer/project developers do not desire to utilize the Green Energy attributes (RE) for fulfilment of its RPO, the distribution licensee shall have considered such energy as fulfilment of different types of RPO of distribution licensee, based on such energy consumed by consumer.
- (vii). The consumer who utilizes RE (Green Energy) component for fulfilment of its RPO, in such case, consumption of RE (Green Energy) shall be qualified as fulfilment of consumer's RPO.

## 2. Case 2: For Wind Solar Hybrid Projects not availing banking facility:

The Energy Accounting shall be based on a 15-minute time block-basis and no banking charge shall be applicable.

- i. For net import of power, the DISCOM shall charge applicable tariff of respective category to the Consumer including fixed/ demand charge, energy charges, peak charge, time of





use charges, other charges/ penalty, etc. as applicable to other Consumers as per tariff orders of the Commission.

- ii. Surplus wind/solar energy, after giving set-off on 15 minute time block basis, shall be considered as lapsed energy and not entitled for REC.
- iii. Once the option for not availing the banking facility is exercised, the same shall not be allowed to change before completion of three years from the date of exercise of such option.

### 3. Case 3: Project registered under REC Mechanism:

- a. Hybrid Projects availing open access for captive use/third-party sale under REC mechanism shall be governed as per CERC REC Regulations.
- b. Such projects shall be allowed to transmit / wheel the energy on payment of applicable transmission charges & losses, wheeling charges & losses and other charges as applicable to Green Energy Open Access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024.
- c. The provisions related to banking facility and charges, energy accounting mechanism, treatment for surplus energy etc. shall be governed as per the GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 as amended from time to time.
- d. Cross Subsidy Surcharge and Additional Surcharge, if any, and open access charges shall be applicable as applicable to green energy open access transaction as per GERC (Terms and Conditions for Green Energy Open Access) Regulations, 2024 as amended from time to time.

### 3.7 Restrictions:

Second hand WTGs/Solar modules or other electrical and mechanical equipment shall not be eligible for installation under this Policy.

### 3.8 CDM Benefits



Sharing of CDM benefits or any other benefit such as carbon credit or any other benefits under CDM or any other mechanism under any provision from any source providing such benefits to the Wind-Solar Hybrid Power Project for which it shall qualify to receive such benefit may apply to the concerned authority to avail/receive the benefit for the project. The benefits which shall be receivable or received shall be shared with the procurer of power and/or licensee as under:

- i. 100% of the gross proceeds on account of such CDM benefit or any other benefit such as carbon credit or any such benefit or any other mechanism from any source or agency to be retained by the project Developer in the first year after the date of commercial operation of the generating station.
- ii. In the second year, the share from above benefits of the Beneficiaries like Power Procurer/Licensee shall be 10% which shall be progressively increased by 10% every year till it reaches 50%, where after the proceeds shall be shared in equal proportion, by the Generating Company and the Beneficiaries like Power Procurer/Licensee.”
- iii. In case of PPA signed under competitive bidding process, the sharing of benefits received by the Hybrid project shall be as per terms and conditions of bid documents read with the PPA.

### 3.9 Security Deposit

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the developer fails to commission the Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.

| Sr. No. | RE capacity in MW  | Period for commissioning the entire evacuation line along with bays and metering system |
|---------|--------------------|---|
| 1.      | 1MW to 100 MW      | 12 months from the date of allotment of transmission capacity                           |
| 2.      | >100 MW to 200 MW  | 15 months from the date of allotment of transmission capacity                           |
| 3.      | >200 MW to 400 MW  | 18 months from the date of allotment of transmission capacity                           |
| 4.      | >400 MW to 1000 MW | 24months from the date of allotment of transmission capacity                            |



The Wind-Solar Hybrid Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of respective Agreement/ PPA.

The Wind-Solar Hybrid Power Project Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line or as per timeframe stipulated table above, whichever is earlier, failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned.

The balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated above, whichever is earlier, failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

If the Wind-Solar Hybrid Project Developer (as Generator / Consumer/ Licensee) fails to commission the entire allocated evacuation system along with bays and metering System within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period.

In case of Wind-Solar Hybrid Project set up under competitive bidding route, in that case, the aforesaid provision shall be governed by the provisions of approved bid documents /PPA.

### **3.10 Procedure for Integration of Wind Solar Hybrid project and Battery Energy Storage to the grid**

The commissioning and integration of Wind-Solar and Storage, if any, Hybrid Project shall be as per the following procedures and amendments made in it from time to time in this regard.

The generating station based on Wind-Solar and Storage if any, shall submit a certificate signed by the authorised signatory not below the rank of CMD or CEO or MD or Full Time Director, to the SLDC, GEDA, concerned Distribution Licensees and/or Transmission Licensee



before declaration of SCOD, that the said generating project including main plant and equipment such as Wind Turbines Generators, Solar Modules and Inverters, Storage Systems, if any and Auxiliary Systems, etc. has complied with all relevant provisions of CEA Technical Standards for Connectivity, CEA Technical Standards for Communications, CEA (Measures relating to Safety and Electricity Supply) Regulations, 2010 and Gujarat Grid Code and shall have also obtained ALMM Certificate from concerned authority, whenever it is required.

GEDA shall ensure following compliance from the developer of Wind Solar Hybrid Project with storage, if any, before carrying out testing, commissioning activities and issuing the Commissioning Certificate to the Hybrid Project and failure to it, the commissioning certificate, if any, issued, shall not be qualified as legal and valid.

**(a). Document Submission to SLDC**

The following documents shall be submitted to SLDC before proposed date of commencement of first-time charging activities:

- Covering letter
  - Name of Pooling Station, installed capacity of project and storage, if any, Name of connected Sub-Station of GETCO/Transmission Licensee.
  - Proposed date of synchronization of pooling station with Intra-State grid.
  - Details of contact person i.e. Name, Designation, Mobile No., Email for day to day as well as commercial communication purpose.
  - Details of first-time grid connection charge paid to SLDC through online mode.
  - Name of DISCOM for allocation of power from the project / type of contract in detail.
  - Copy of application to GEDA for granting registration of Wind-Solar Hybrid Power Project, details of pooling station and specific details regarding under which policy/order/regulation, the wind-solar capacity in the hybrid project is installed.
- Approval obtained from various statutory agencies i.e. STU/GEDA/DISCOM for installation and feasibility of pooling station of the project, as applicable.
- Parallel connectivity approval from STU/DISCOM, as applicable.
- Approved metering scheme, ABT meter details, Commissioning report/MOM, as applicable.



- Connectivity agreement with GETCO/ Discom or Transmission and /or Wheeling Agreement, as applicable.
- Copy of PPA/Wheeling agreement/Agreement for Third Party Sale with beneficiary, if any.
- Registration certificate of the generating unit or station in the registry maintained by CEA on e-portal <https://egen.cea.gov.in> as per applicable CEA standards.
- Copy of letter allocating seven-digit ABT Meter Serial Number along with Duly notarized undertaking as applicable.
- RTU commissioning report/MOM- for communication of real time data up to sub SLDC/SLDC and RTU payment receipt/REMC MOM, as applicable.
- Registration of renewable generators with SLDC through self/lead generator/QCA, as per approved procedure of Notification No. 1 of 2019 Dated. 19.01.2019
  - Application for registration with registration charges/Consent from renewable generators (in case of QCA) /Undertaking from QCA (in case of QCA)/ Authorization to lead generator (in case of group generator)
  - Details of Payment Security provided by the project developer
  - Static Data of Renewable Energy Generator
  - Other supporting documents, as per requirement
- Consent/Concurrence letter for "Generator Name" being Lead Generator by all Generators, if applicable.
- Details of ALMM certificate issued by concerned authority, if applicable.
- QCA appointment letter, as applicable.
- On commissioning of Wind-Solar Hybrid Project with storage, if any, as per the certificate issued by GEDA and also signed by Discoms and/or Transmission Licensee/STU representatives, the details of plant with commissioning date, installed capacity (AC/DC both), DISCOM name for allocation of power, in tabular format with covering letter, to be submitted.
- C.O.D. letter of GEDA.

**b. Technical Details- Below mentioned technical details to be submitted: -**



- i. Static Details: Details of Wind-Solar Hybrid Power Project, Static parameters for Wind Generating station and Static parameters for Solar Generating station has to be provided as per the details provided in Table below:

**Table 1: Static Data for Wind Generating Station**

| Sr. No | Particulars                                |
|--------|--|
| 1      | Type                                       |
| 2      | Manufacturer                               |
| 3      | Make                                       |
| 4      | Model                                      |
| 5      | Capacity                                   |
| 6      | Commissioning date                         |
| 7      | Hub Height                                 |
| 8      | Total Height                               |
| 9      | RPM Range                                  |
| 10     | Rated Wind Speed                           |
| 11     | Performance Parameter                      |
| 12     | Rated Electrical power at rated wind speed |
| 13     | Cut in wind speed                          |
| 14     | Cut out wind speed                         |
| 15     | Survival speed (Max wind speed)            |
| 16     | Ambient temp for out of operation          |
| 17     | Ambient temp for in operation              |
| 18     | Low Voltage ride through (LVRT)            |
| 19     | High Voltage ride through (LVRT)           |
| 20     | Lightning strength (KA & Coulombs)         |
| 21     | Noise Power level (db)                     |
| 22     | Rotor                                      |
| 23     | Hub type                                   |
| 24     | Rotor Diameter                             |
| 25     | Number of blades                           |
| 26     | Area swept by blades                       |
| 27     | Rated Rotational speed                     |
| 28     | Rotational Direction                       |
| 29     | Coning Angle                               |



|     |  |
|-----|--|
| 30  | Tilting Angle  |
| 31  | Design Tip speed ratio   |
| 31a | Height of Hub with respect to mean sea level   |
| 32  | Blade  |
| 33  | Length   |
| 34  | Diameter   |
| 35  | Material   |
| 36  | Twist Angle  |
| 37  | Generator  |
| 38  | Generator type   |
| 39  | Generator number of poles  |
| 40  | Generator speed  |
| 41  | Winding type   |
| 42  | Rated Generation Voltage   |
| 43  | Rated Gen frequency  |
| 44  | Gen Current  |
| 45  | Rated temp of generator  |
| 46  | Generator cooling  |
| 47  | Generator Power Factor   |
| 48  | KW/MW @rated wind speed  |
| 49  | KW/MW @ peak continuous  |
| 50  | Frequency controller   |
| 51  | Transformer  |
| 52  | Transformer capacity   |
| 53  | Transformer cooling type   |
| 54  | Voltage  |
| 55  | Winding configuration  |
| 56  | Weight   |
| 57  | Rotor Weight   |
| 58  | Tower Weight   |
| 59  | Nacelle Weight   |
| 60  | Over speed protection  |
| 61  | Design life  |
| 62  | Design standard  |
| 63  | Latitude   |
| 64  | Longitude  |
| 65  | CoD details  |
| 66  | Distance above mean sea level /Height of installation with respect to mean sea level |



**Table 2: Static Data for Solar Generating Station**

| Sr. No | Particulars  |
|--------|--|
| 1      | Latitude   |
| 2      | Longitude  |
| 3      | Power Curve  |
| 4      | Elevation and orientation angle of Arrays  |
| 5      | Generation capacity of generating facility   |
| 6      | Distance above mean sea level  |
| 7      | CoD details  |
| 8      | Rated voltage  |
| 9      | Details of type of mounting ( tracking , single axis, double axis , auto/manual)                     |
| 10     | Manufacturer and model ( imp component such as panel, inverter, cable, solar panel , transformer etc |
| 11     | D C installed capacity   |
| 12     | Module cell technology   |
| 13     | I-V Characteristics of module  |
| 14     | Inverter rating at different temp  |
| 15     | Inverter efficiency curve  |
| 16     | Transformer capacity & rating  |

- c. It is also necessary to ensure that the physical connectivity of Solar-Wind and Storage, if any, Hybrid Power Project with grid is granted to the same person/generating company in whose name the connectivity is approved / sanctioned and also the transmission and/or wheeling agreement is signed with the same person/generating company as a party to the agreement in whose name the connectivity is granted. The commissioning of the project shall be allowed by GEDA, DISCOMs and/or GETCO representative by verifying that such RE generators has complied with the provisions of CEA's Connectivity Standard Regulations and obtained ALMM certificate, if applicable and it shall be recorded in Commissioning Certificate during the inspection and commissioning activities.

### 3.11 Commissioning the Hybrid Project:

After following the procedure of integration of Hybrid Project with grid, the commissioning of Hybrid Projects be followed. The "Commissioning" with respect to the Wind-Solar Hybrid





Project with storage, if any, shall be certified by GEDA in the presence of GETCO and /or Distribution Licensee representative. GEDA should ensure that all equipment as per MNRE approved list of Solar Panel manufacturers and WTG manufacturers of rated capacity and as per Indian Standards on Renewable Energy notified by BIS has been installed and energy has been flown into the grid and recorded in the energy meters installed at project site and witnessing of such generation of energy by representative authorised by DISCOM and / or GETCO. The GEDA, GETCO and/or DISCOM should complete the necessary formalities for commissioning of plant within fifteen days from the date of receipt of application for commissioning of plant from the project developer/generator. The representatives of GEDA, GETCO and/or Distribution Licensees shall sign on the documents related to commissioning of project. Non-signing of documents of commissioning of Hybrid Projects by any of the representative of above entity shall not be qualified as valid commissioning of the project. The commissioning certificate shall consist of the details of each Wind Turbine and each Solar modules alongwith RFID details of Solar PV Module and details of each solar inverters.

Further, it shall also be ensured that energy generation data from the Hybrid Project is transferred on the real time basis through RTU to SLDC

### **3.12 Applicability of the Order**

As already clarified above, this Order shall come into force from 20.06.2023. The tariff framework fixed in this Order shall be applicable to Wind-Solar Hybrid Power Projects with storage, if any, commissioned on or after 20.06.2023. If any transmission and/or wheeling agreement executed for the Wind-Solar Hybrid Project with Storage, if any, after expiry of control period of previous Order on Tariff Framework for Wind-Solar Hybrid Power Projects (Order No. 04 of 2021 dated 03.04.2021 and Order dated 17.03.2023 in Petition No. 2128 of 2022) i.e. after 19.06.2023 shall be modified and aligned with the provisions of this Order.

**Sd/-**  
**[S. R. Pandey]**  
**Member**

**Sd/-**  
**[Mehul M. Gandhi]**  
**Member**

**Sd/-**  
**[Anil Mukim]**  
**Chairman**

**Place: Gandhinagar**

**Date: 22/02/2024**



### Annexure I: List of Stakeholders communicated their views on the Discussion Paper

| Sr. No. | Name of Stakeholders                            |
|---------|---|
| 1.      | Cleanmax Enviro Energy Solutions Pvt. Limited   |
| 2.      | India Development and Environment Agency        |
| 3.      | First Energy Private Limited                    |
| 4.      | M/s Yogitech Energy                             |
| 5.      | KPI Global Infrastructure Limited               |
| 6.      | O2 Power Pvt. Limited                           |
| 7.      | Continuum Green Energy (India) Pvt. Limited     |
| 8.      | Distributed Solar Power Association             |
| 9.      | Drashta Power Consultants Pvt. Limited          |
| 10.     | Ultratech Cement Limited                        |
| 11.     | Vena Energy Renewables Resources Pvt. Limited   |
| 12.     | Adani Green Energy Limited                      |
| 13.     | MPSEZ Utilities Limited                         |
| 14.     | Green Infra Wind Energy Limited                 |
| 15.     | Aditya Birla Renewables Limited                 |
| 16.     | The Chamber of Commerce & Industry Kutch        |
| 17.     | Indian Wind Turbine Manufacturing Association   |
| 18.     | Indian Wind Energy Association                  |
| 19.     | BA Prerna Renewables Private Limited            |
| 20.     | Bee Electric Pvt. Limited                       |
| 21.     | Renew Power Pvt. Limited                        |
| 22.     | Torrent Power Limited                           |
| 23.     | Gujarat Energy Transmission Corporation Limited |
| 24.     | State Load Dispatch Centre - Gujarat            |
| 25.     | Gujarat Urja Vikas Nigam Limited                |
| 26.     | Paschim Gujarat Vij Company Limited             |
| 27.     | Dakshin Gujarat Vij Company Limited             |
| 28.     | Gujarat State Electricity Corporation Limited   |



**Annexure II: List of Stakeholders who attended the Public Hearing and submitted their views on the subject matter.**

| <b>Sr. No.</b> | <b>Name of Stakeholders</b>                     |
|----------------|---|
| 1.             | Cleanmax Enviro Energy Solutions Pvt. Limited   |
| 2.             | India Development and Environment Agency        |
| 3.             | First Energy Private Limited                    |
| 4.             | Renew Power Pvt. Limited                        |
| 5.             | Continuum Green Energy (India) Pvt. Limited     |
| 6.             | Distributed Solar Power Association             |
| 7.             | Drashta Power Consultants Pvt. Limited          |
| 8.             | Vena Energy Renewables Resources Pvt. Limited   |
| 9.             | Adani Green Energy Limited                      |
| 10.            | MPSEZ Utilities Limited                         |
| 11.            | Green Infra Wind Energy Limited                 |
| 12.            | The Chamber of Commerce & Industry Kutch        |
| 13.            | Indian Wind Turbine Manufacturing Association   |
| 14.            | Indian Wind Energy Association                  |
| 15.            | BA Prerna Renewables Private Limited            |
| 16.            | Bee Electric Pvt. Limited                       |
| 17.            | Torrent Power Limited                           |
| 18.            | Gujarat Energy Transmission Corporation Limited |
| 19.            | State Load Dispatch Centre - Gujarat            |
| 20.            | Gujarat Urja Vikas Nigam Limited                |
| 21.            | Paschim Gujarat Vij Company Limited             |
| 22.            | Dakshin Gujarat Vij Company Limited             |
| 23.            | Gujarat State Electricity Corporation Limited   |

# ANNEXURE - B

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NO - 0040

GERC/TECH.-1/2022/

DT. .... 7 JAN 2023



**Gujarat Electricity Regulatory Commission**

6th Floor, GIFT ONE, Road 5-C, Zone 5, GIFT CITY,

Gandhinagar-382 355, GUJARAT, INDIA.

Ph. : +91-79-2360 2000 Fax : +91-79-2360 2054/55

E-mail : gerc@gercin.org Website : www.gercin.org

To,  
The Managing Director  
GETCO/ STU

Sub.-: Procedure for "Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System

Ref:- (1) Your office letter No. ACE (R & C)/STU/513/4911 dated 21.12.2022  
(2) Your office letter no. ACE (R & C)/STU/513/44 dated 06.01.2023 received vide e-mail dated 07.01.2023

In pursuance to Clause 20 of the GERC (terms and Conditions of Intra-State Open Access) Regulations, 2011, the Commission hereby approves the Detailed Procedure for "Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System", submitted by you, as attached herewith incorporating necessary changes required.

As envisaged under the detailed procedure attached herewith, application for connectivity to STU/ Transmission Licensee network is to be made only through online portal to be launched on STU website for the same. To facilitate smooth transition from present method of physical submission of applications for connectivity to online portal method, it is clarified that the applicants who have applied for connectivity (irrespective whether such applicant is having LOA/LOI/PPA or otherwise) shall be treated as deemed Stage I connectivity grantee from the date of fulfilment of criteria as per para 6.2 of the approved procedure. STU shall by 24:00 Hrs of 09.01.2023, intimate all such applicants to comply with para 6.2 of the approved procedure within 10 days. Failing which, such applicants need to apply afresh as per the approved procedure. STU shall first upload all such applications duly complied with para 6.2 of the approved procedure and applications as mentioned in para 2.2 of the approved procedure maintaining priority of the applications as received initially from the applicants for connectivity, by 24:00 Hrs. of 20.01.2023. Thereafter, i.e. on 00:01 Hrs of 21.01.2023, the Online Portal for Grant of Connectivity (OPGC) shall be made open for all for making application for Stage I and/ or Stage II connectivity. Thus, there will be a stagnation period upto 00:01 Hrs of 21.01.2023 for making and receiving application for Stage I and/or Stage II connectivity.

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Further, to facilitate the applicants for making applications for connectivity through OPGC, STU shall upload a tutorial video explaining step by step procedure about usage of the OPGC on its website latest by 24:00 Hrs of 09.01.2023. The applicants may learn from this tutorial video and operate the OPGC during the stagnation period upto 00:01 Hrs. of 21.01.2023.

Further, STU is directed to upload the format for Bank Guarantee required along with the approved procedure attached herewith on its website.

STU shall submit a compliance report on the directions issued vide this approval letter.



(Roopwant Singh, IAS)  
Secretary  
Gujarat Electricity Regulatory Commission  
Gandhinagar

Encl.:- As above

**PROCEDURE FOR "GRANT OF CONNECTIVITY TO PROJECTS BASED ON RENEWABLE ENERGY SOURCES TO INTRA-STATE TRANSMISSION SYSTEM"**

1. This Procedure is issued in accordance with Chapter 5, Regulation 20 of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011 (hereinafter referred to as "GERC OA Regulations").

**2. Applicability**

2.1. This Procedure shall be applicable to the following:

- i) Persons/ Applicants covered under Regulation (4) of the GERC OA Regulations and relevant orders issued by the State Commission for projects based on Renewable Energy Sources, as applicable time to time.
- ii) This procedure shall be applicable to the concerned agencies such as Gujarat STU, Transmission Licensee(s), Distribution licensees, State Load Dispatch Centre (SLDC), RE Implementing Agencies, RE Park Developers etc.

2.2. Applications for connectivity under this procedure shall be process in two stages:

- i) Stage-I Connectivity
  - All persons/ applicants who desire connectivity with the grid after approval of this procedure by GERC.
  - RE projects who are already granted connectivity by GETCO/ STU as on date of approval of this procedure by GERC but, yet to sign connectivity agreement and have not submitted applicable BG shall be considered as deemed Stage-I connectivity grantee only and they have to apply for Stage-II connectivity as per this procedure.
- ii) Stage-II Connectivity
  - All persons/ applicants who desire connectivity with the grid after approval of this procedure by GERC.
  - RE projects who are already granted connectivity by GETCO/ STU and have signed connectivity agreement and have submitted applicable BG/LC shall be considered as Stage-II connectivity grantee as per this procedure.

- 2.3. An entity may apply for Stage-I Connectivity and Stage-II Connectivity separately or simultaneously. The application for Stage-II Connectivity may be made along with or after application for Stage-I Connectivity.

On operationalization of Online Portal for Grant of Connectivity (OPGC), application for Stage-I and Stage-II connectivity can only be made through this portal. Scanned copy of all the required documents shall be uploaded by the person/ applicant followed by physical submission of the printout of application form and copies of the required documents to GETCO/ STU within a week time from online application. A unique identification number in serial shall be generated on the portal on successful submission of application. This identification number shall serve as priority number as and when required.

Further, prior to operationalization of online portal for making applications for Stage-I connectivity by persons/ applicants, GETCO/ STU shall register the applications of deemed Stage-I connectivity grantee as defines in Para 2.2 (i) above and intimate such deemed grantee the unique identification number generated by the portal.

### 3. Address

Communications with GETCO/ STU under this Procedure shall be done at the following address:

The Additional Chief Engineer (R&C),  
Gujarat Energy Transmission Corporation Limited,  
5<sup>th</sup> Floor, Sardar Patel Vidyut Bhavan,  
Race Course, Vadodara, Gujarat - 390007

### 4. Eligibility

- 4.1 Persons/ Applicants covered under Regulation (4) of the GERC Connectivity Regulations and relevant orders issued by the State Commission for projects based on Renewable Energy Sources, as applicable time to time shall be eligible to apply for grant of Connectivity and undertake to carry out construction and commissioning activities related to lines, transformers, bus-bars, bays and other

equipment at substation as the case may be under this Procedure.

- 4.2 The generation capacity already connected to the Grid (Inter-State Transmission System or Intra-State Transmission System) or for which Connectivity is already granted, cannot apply for additional Connectivity for the same generation capacity.
- 4.3 In the event of augmentation of the generation capacity, a fresh application for additional generation capacity shall be submitted as per the provisions of this Procedure.
- 4.4 The Persons/ Applicants who have been granted Connectivity to Intra-State for the generation projects based on particular renewable energy source(s) may, for the same generation capacity, change to another renewable energy source(s) in part or full, under intimation to GETCO/STU. In such cases, GETCO/STU shall incorporate the necessary change in connection agreement.
- 4.5 Further, connectivity once granted, shall not be transferrable to other entity. Also, purpose of connectivity once granted cannot be changed or modified.

#### **5. Provisions with regards to Connectivity and Bank Guarantee**

- 5.1 This provision is governed in accordance with the GERC Connectivity Regulations and relevant orders issued by the State Commission for projects based on Renewable Energy Sources, as applicable from time to time.

#### **6. Application for Stage-I Connectivity**

- 6.1 Applications for grant of Connectivity to Intra-State transmission network shall be made as per the application form duly signed by authorized person of Applicant as per Format-2 of this procedure. Person/ Applicant has to select substation from the list available on GETCO/ STU website as updated at 11 AM on 1st day of every calendar Month. Such list shall depict the name, capacity in terms of MW available for RE connectivity, geographical coordinates and other relevant details of existing as well as planned substations with targeted dated of commercial operationalization of such planned substations.



6.2 Documents to be submitted along with the Application:

- i) Notarized affidavit as per Format-1.
- ii) Application shall be accompanied by a non-refundable fee as per Clause 5(3) of OA Regulations, as amended from time to time + applicable taxes as Stage-I Connectivity Fees.

Application fees is to be made to GETCO Account electronically through RTGS as per details given below:

- a) Payee: Gujarat Energy Transmission Corporation Limited
- b) Name of Bank: Bank of India
- c) Branch: Alkapuri
- d) IFSC: BKID0002501
- e) A/c No.: 250120100001167

Proof of payment must be attached with application.

- iii) Board resolution for proposed project.
- iv) Copy of Memorandum & Article of Association having provision to take up proposed business / project;

Provided that on operationalization of online portal for grant of connectivity, scanned copy of all above documents shall be uploaded by person/ applicant on portal along with physical submission.

6.3 The processing of applications for Stage-I Connectivity shall be in accordance with Regulation (4), (5) and (6) of the GERC Connectivity Regulations.

6.4 The Stage-I Connectivity grantee needs to apply for Stage-II Connectivity within (i) 6 (six) months from the date of grant of Stage-I Connectivity or (ii) till the date the particular substation gets booked by Stage-II connectivity grantee, whichever is earlier. Thereafter, all the granted Stage-I connectivity at particular substation, if any, shall stand cancelled.

The capacity of Stage-1 connectivity not utilized for stage-II connectivity shall be cancelled on expiry of time frame specified in this para.

## **7. Grant of Stage-I Connectivity**

- 7.1 Upon receipt of the application for grant of Connectivity, necessary study shall be carried out by STU to check about feasibility of connectivity demanded from the available margin in the upstream/ downstream existing network and/ or planned network envisaged for commissioning within six months from the date of application for Stage-I connectivity. Persons/ Applicants has to select Intra-State substation from the list of existing and/or planned substations available on STU website for connectivity applications.
- 7.2 New sub-stations for harnessing renewable Energy generation potential shall be planned by STU in consultation with State Nodal Agency (GEDA) and Government of Gujarat or its designated agency.
- 7.3 STU shall grant Stage-I Connectivity indicating the location (substation where Connectivity shall be granted) within 60 days from the date of receipt of application.

Provided that grant of Stage-I Connectivity shall not create any rights of physical connectivity / bay reservation, etc. in favour of the grantee on Intra-State transmission system.

Provided that the Stage-I connectivity grantee who fails to apply for Stage-II connectivity till the location of Stage-I connectivity gets completely booked by Stage II grantee/s the person who has obtained Stage I connectivity shall loose the earlier granted Stage-I connectivity and has to apply afresh for the Stage-I connectivity with the location available on STU website, if so desired by the applicant/ person/ generator.

- 7.4 STU shall indicate to the Connectivity grantee, the voltage level for the purpose of Connectivity of the Dedicated Transmission Line to the Intra-State substation line bay.
- 7.5 Unless otherwise indicated at the time of grant of Stage-I Connectivity, the power

carrying capacity of the Dedicated Transmission Line shall be as below:

**Table1: Capacity of the Dedicated Transmission line**

| Sr. No. | Voltage Level | Minimum Capacity of the Dedicated Transmission Line (per circuit) |
|---------|---------------|---|
| 1       | 66 kV         | 50 MW   |
| 2       | 132 kV        | 80 MW   |
| 3       | 220 kV        | 300 MW  |
| 4       | 400 kV        | 900 MW  |

- 7.6 The connectivity granted under this procedure can also be utilized for Inter-State sell of power.
- 7.7 In cases where once an application for Stage-I connectivity is filed and thereafter there is a change in location of the RE Project and change not more than 10% in the quantum of power to be interchanged with Intra-State transmission system keeping the proposed location of transmission licensee substation unchanged, the same shall be informed by the person/ applicant within 30 days of application of Stage-I connectivity. Such intimation by the person/ applicant shall not be construed as material change. The STU shall grant Stage-I connectivity to such person/ applicant within 60 days from the date of receipt of such application from the person/ applicant. In such situation, the grant of Stage I connectivity shall be construed from the original date of application of connectivity for Stage I.

## **8. Application for Stage-II Connectivity**

- 8.1 Applications for grant of Stage-II Connectivity to Intra-State shall be made as per the application form [FORMAT-3] along with affidavit as per FORMAT-1 attached with this procedure.

### **8.2 Eligibility for Stage-II Connectivity**

Following shall be eligible for grant of Stage-II Connectivity:

- 8.2.1 An entity which (i) has been issued the Letter of Award (LOA)/LOI/PPA by,

or (ii) has entered into a Power Purchase Agreement (PPA) with, a Renewable Energy Implementing Agency as notified by the Government or a distribution licensee or an authorized agency on behalf of distribution licensee, on submission of such Letter of Award/ Lol or PPA, as the case may be.

Provided that:

- (a) All eligible Stage I grantee who have been awarded Stage I Connectivity shall be eligible for applying to Stage II connectivity with fulfilment of following criteria;
- i) Tentative land location/ map;
  - ii) Bank Guarantee (BG) that the grantee has to provide as per prevailing Regulations or as specified by the State Commission in relevant orders, as applicable time to time.

In case of non-feasibility of substation for granting Stage-II connectivity, STU shall return submitted BG / applicant along with rejection letter.

- (b) An entity who has already applied for Stage-I connectivity prior to date of LoA/Lol/PPA or is applying Stage-I Connectivity and Stage- II Connectivity simultaneously.
- (c) An entity implementing the Renewable Hybrid Generating Station(s) including Round the Clock Hybrid Project, shall be eligible to apply for Stage-II connectivity at one location only in view of the Eligibility criteria for such Hybrid RE project as specified in the Regulations and/ or Orders of the Commission.
- The Hybrid Projects set up by any person under the provisions of the Regulations and/ or Orders of the Commission and Gujarat Wind-Solar Hybrid Power Policy – 2018 and desires Stage II connectivity shall apply for such connectivity at one location only with fulfilment of above criteria.

Illustration:

Suppose a bidder is awarded LOA for 500 MW under Round the Clock

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Hybrid Scheme and it has renewable hybrid generation project with installed capacity of 500 MW (wind), 500 MW (solar) and 200 MW (storage) at single location (for injection at same interconnection point). Such project shall be eligible for Stage-II Connectivity under Para 8.2.1, for the capacity of the project not exceeding the quantum of LOA (500 MW in the instant case). If the said project intends to sell surplus power over and above LOA, it shall be required to apply for additional Connectivity under Para 8.2.2 of this procedure.

- (d) Provided that, an entity implementing the Renewable Hybrid Generating Station(s) including Round the Clock Hybrid Project complemented with Power from Coal Based Thermal Power Projects, shall be eligible to apply for separate Stage-II Connectivity for each location based on the same LOA/LOI or PPA, for the capacity of the project not exceeding the quantum of power for which LOA/LOI has been awarded or PPA has been signed, as and when such RE Hybrid Project are allowed at different location through relevant Regulations and/ or Orders of the Commission or Policy of the State Government. For this purpose, the locations and capacity at each such location, duly certified by the Renewable Energy Implementing Agency notified by the Government or the distribution licensee, as the case may be, shall be submitted along with the Connectivity applications.

**Illustration:**

Suppose a bidder is awarded LOA for 500 MW under Round the Clock Hybrid Scheme with projects at multiple locations - 500 MW (solar) in Location 'A' and 700 MW (wind) at Location 'B'. Such project shall be eligible for Stage-II Connectivity under Para 8.2.1, for the capacity of the project not exceeding the quantum of LOA/LOI (500 MW in the instant case) at each location (i.e. 500 MW + 500 MW for instant case) on the basis of same LOA/LOI. If the said project intends to sell surplus power over and above the quantum for which Stage-II Connectivity has been granted under Para 8.2.1, it shall be required to apply for additional Connectivity under Para 8.2.2.

8.2.2 An entity who has already applied for Stage- I connectivity or is a grantee of Stage-I connectivity or is applying for Stage-I connectivity and Stage-II connectivity simultaneously and is not covered under Para 8.2.1 which has achieved the following milestones:

- (i) Ownership or registered lease agreement or registered land sale agreement for at least 50% of the land area required for the capacity for which Stage-II Connectivity is applied for along with a notarized undertaking as per Format -7 attached with this procedure;
- (ii) Bank Guarantee (BG) that the grantee has to provide as per prevailing Regulations or as specified by the State Commission in relevant orders, as applicable time to time.

In case of non-feasibility of substation for granting Stage-II connectivity, STU shall return submitted BG to person/ applicant along with rejection letter.

- (iii) Financial comfort letter/ financial closure issued by Financial Institution with supporting document, duly supported by Auditor's certificate along with a notarized undertaking as per Format -7 attached with this procedure and;
- (iv) In case of third party sale, agreement/ Contract specifying firm sale/ purchase of energy of 75% of connectivity applied by person/ applicant.

### **8.3 Conditions to be met by Stage-II Connectivity Grantees**

8.3.1 After grant of Stage-II Connectivity, the grantees covered under Para 8.2.2 shall have to achieve the following milestones and submit the proof to STU within six months from the date of grant of Stage-II connectivity;

- (i) Ownership or lease rights or land sale agreement for balance 50% of the land area,
- (ii) Agreement/ Contract specifying firm sale/ purchase of energy of 25% of connectivity applied by person/ applicant.

8.3.2 In the event of failure to achieve above milestones as listed in Para 8.3.1 above, as applicable, Stage-II Connectivity shall stand revoked and canceled.

8.3.3 STU shall monitor the status of projects covered under Para 8.3.1 on quarterly basis as per Para 10 of this procedure.

## 9. Process for Grant of Stage-II Connectivity

- 9.1 Stage-II connectivity shall be processed in accordance with Regulation (4), (5) and (6) of the GERC Connectivity Regulations in force.
- 9.2 The person/ applicant shall submit the application to STU through online portal for grant of connectivity. STU shall intimate the deficiency, if any, in writing to the person/ applicant within three clear working days through online portal and email id provided by the person/ applicant.
- 9.3 STU while processing the application for Stage-II Connectivity may seek such clarifications, additional information, confirmation, as may be required based on such clarification, decision of STU shall be final. In case of any dispute, Clause No. 16 of this procedure shall be applicable.

The STU shall intimate the person/ applicant about grant of Stage-II connectivity or otherwise within a period of thirty days from 2400 hrs. of the last day of the month in which the application for Stage-II connectivity was received.

- 9.4 The priority for grant of stage-II connectivity to applications received during the same calendar month shall be given to (i) applicants who have been awarded LOI/LOA or have signed PPA with distribution licensees within the State followed by (ii) Other applicants. The inter-se priority for applicants within each category shall be based on date and time of receipt of complete application on the portal.
- 9.5 It may happen that an entity is eligible for Stage-II Connectivity only for part of the capacity covered under grant of Stage-I Connectivity. In such a case, grant of Stage-II Connectivity for part capacity shall be allowed.

Example: A person/ applicant is granted Stage-I Connectivity for 100 MW and has achieved milestones as narrated in Para 8.2 for 75 MW, it will be eligible to apply for grant of Stage-II Connectivity for such part capacity (75 MW) and the same shall

be considered by STU in terms of this Procedure for grant of Stage-II connectivity.

- 9.6 The intimation for grant of Stage-II Connectivity shall include the following:
- (i) Name of the Sub-station where Stage-II Connectivity is granted.
  - (ii) Details of Bay along with Single Line Diagram in case of existing substation and in case of planned substation, if the same is available with STU.
- 9.7 The STU/ Transmission Licensee shall issue the requisite estimate for the work like Bay construction and/ or other works required to carry out at Connectivity Sub-station to the Stage-II Connectivity grantee within 30 days of issuance of Stage-II connectivity grant letter. The Stage-II Connectivity grantee shall pay the estimate within 30 days and sign the Agreement for Connectivity to Transmission system in accordance with Clause 6 (4) of the GERC Connectivity Regulations, as amended from time to time, within 5 days thereafter. Thus, the full process shall be completed within 65 days from the date of issuance of intimation of grant of Connectivity. No extension of time shall be granted for payment of estimate and signing of agreement for Connectivity to Transmission system. In case of failure in payment of estimate or signing of the Connectivity Agreement within specified time above, Stage-II Connectivity shall stand revoked and canceled.
- 9.8 The Agreement for Connectivity to Transmission system shall inter-alia include:
- (i) Details of Intra-State sub-station.
  - (ii) Scheduled date of commercial operation of the Intra-State sub-station, if available.
  - (iii) Scheduled date of commercial operation of the renewable energy generating station(s), generator pooling station and Dedicated Transmission Line.
  - (iv) Undertaking to make best efforts to fully utilize the bay(s) for dedicated transmission infrastructure.

In cases where once an application for Stage-II connectivity is filed and thereafter there is a change in location of the RE Project and change not more than 10% in



the quantum of power to be interchanged with Intra-State transmission system keeping the proposed location of transmission licensee substation unchanged, the same shall be informed by the person/ applicant within 30 days of application of Stage-II connectivity. Such intimation by the person/ applicant shall not be construed as material change. The STU shall grant Stage-II connectivity to such person/ applicant within a period of thirty days from 2400 hrs. of the last day of the month in which the application for such change was received.

- 9.9 As specified at Para 7.3 the Stage-I connectivity grantee who fails to apply for Stage-II connectivity till the location of Stage-I connectivity gets booked shall lose Stage-I connectivity and has to apply afresh for the Stage-I connectivity with the location available on STU website. However, in case, Stage-I grantee desires Stage-II connectivity at the same substation where Stage-I connectivity was granted, STU shall check strengthening scheme required for the same on the request of such Stage-I grantee. If, such Stage-I grantee agrees to create required strengthening elements of Intra-State scheme at their cost, STU may grant Stage-II connectivity at same substation subject to implementation of required strengthening scheme by Stage-I grantee at matching timeframe. By granting approval for strengthening of sub-station by STU for Stage II connectivity at particular sub-station shall not be ground for getting any extension in SCOD of the project or relaxation from liquidated damages payable or any other consequences under the PPA/contract including termination of PPA/contract.

#### **10. Process Monitoring of renewable projects after grant of Stage-II Connectivity**

- 10.1 Stage-II Connectivity grantee shall furnish updated progress report of the monitoring parameters on quarterly basis as per FORMAT-4 attached with this procedure within 15 days of end of the quarter STU shall upload the same on it's website. Failure to update progress of the monitoring parameters shall be considered as adverse progress and such cases, STU shall take appropriate actions, with the approval of the Commission.
- 10.2 (A) Stage-II Connectivity grantees shall require to complete the dedicated transmission line(s) including require bays, bus-bar at transmission licensees sub-station and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant Orders/ LOA/LOI/ PPA for projects, as applicable time

to time.

(B) If a grantee fails to complete the dedicated transmission line(s), including require bays, bus-bar at transmission licensees sub-station and/or generator pooling station(s) within the timeline stipulated under sub-Para Clause (A) above, Stage-II Connectivity shall be revoked and BG shall be encashed.

(C) The Stage-II grantee shall commission at least 10% of the allotted capacity within one month of charging of evacuation line, failing which; the Stage-II grantee shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned. Balance 90% capacity shall be required to be commissioned within two years failing which STU shall cancel the capacity allotment to the extent of capacity not commissioned and the developer shall have no claim on such capacity. Further, STU shall include such cancelled capacity in the list of spare capacity for RE integration to be published on their website for prospective consumers or as per the State Commission's Order, if any.

10.3 The Stage-II Connectivity grantee shall furnish certificate issued by Chief Electrical Inspector (CEI) as per Regulation 43 of the CEA (Measures relating to Safety and Electric Supply) Regulations, 2010, as amended from time to time, for the dedicated transmission line(s) and generator pooling station(s) within 10 days of receipt of the same from CEI.

10.4 On a specific request of Stage-II Connectivity grantee(s) and for the purpose of optimal utilisation of transmission infrastructure, STU may, in consultation with the Stage-II Connectivity grantee(s) concerned, carry out rearrangement or shifting of the Stage-II Connectivity across different bay(s) of the same sub-station.

In such condition, the person/ Stage II connectivity grantee shall be liable to pay all expenditure/ cost for rearrangement or shifting of equipment/ bay etc.at GETCO/ Transmission Licensee sub-station. In such a case, the Stage II connectivity grantee shall not be eligible or claim that delay in achieving SCOD of the plant agreed between the Stage II connectivity grantee (generator) and licensee to claim for extension of SCOD, exemption from LD etc. It is also required to give an undertaking that such event is not qualified as force majeure.

10.5 STU may carry out verification of the progress reported by Stage-II connectivity grantee. Such verification may include drone surveillance also.

## 11. Technical requirements for Dedicated Transmission Infrastructure

11.1 The developer shall follow the Regulations viz.:

- (i) Central Electricity Authority (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010 and the amendments thereof;
- (ii) Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010 and the amendments thereof;
- (iii) Central Electricity Authority (Safety requirements for construction, operation and maintenance of electrical plants and electric lines) Regulations 2011 and the amendments thereof;
- (iv) CEA Manual on Transmission Planning Criteria, 2013 and any other applicable regulations and the amendments thereof.
- (v) Central Electricity Authority (Technical Standard for Connectivity to the Grid) 2007 and amendments thereof.
- (vi) Central Electricity Authority (Technical Standards for Communication System in Power System Operation) Regulations, 2020 and amendments thereof.
- (vii) Gujarat Electricity Grid Code-2013 and amendments thereof from time to time.
- (viii) Orders /Regulations issued by the State Commission for projects based on Renewable Energy Sources and its amendments time to time.
- (ix) GERC (Terms and Conditions of Intra-State Open Access) Regulations, 2011 and amendments thereof.

11.2 Additionally, the developer shall comply with the following with respect to Dedicated Transmission Line and generator pooling station:

11.2.1 Dedicated Transmission Line (DTL):

- (i) The Dedicated Transmission Line shall be of voltage class matching with the Intra-State sub-station voltage at which it is to be connected after allocation of bay.
- (ii) The power transfer capability (MW) of the Dedicated Transmission Line from the generator pooling station of the renewable energy generating

station to the Intra-State sub-station shall not be less than the quantum as per this Procedure OR as specified by STU in the intimation for grant of connectivity.

- (iii) STU shall indicate the requirement of D/c or M/c towers near Intra-State sub-station end including sharing of such towers, for optimization of space /Right of Use (RoU). The developers of renewable energy generating stations shall comply with the directions of STU in this regard.
- (iv) Depending on the topology, STU may plan the Connectivity of renewable energy generating stations through loop-in and loop-out (LILO) of the Dedicated Transmission Line for injection of power as well as reliable grid operation for Intra-State purpose.

#### 11.2.2 Pooling Station of the renewable energy generating stations:

- (i) The planned capacity of the generator pooling station shall be not less than the capacity of the Dedicated Transmission Line required to be provided as per the grant of Connectivity.
- (ii) The Dedicated Transmission Line shall be terminated at the high voltage side of the generator pooling station. The bus switching scheme should be in line with the requirements specified in the CEA Manual on Transmission Planning Criteria, 2013 as amended from time to time.
- (iii) The total capacity of the power transformers of the generator pooling station and the rating of associated equipment like Circuit Breaker, Current Transformer, Capacitive Voltage Transformer, bus duct etc. shall not be less than the planned capacity of the generator pooling station in case the entire power from the renewable energy generating station is being aggregated at the lower voltage side of the generator pooling station.
- (iv) Short circuit rating and line bay rating of the generator pooling station may be finalized by project developer in consultation with STU, if required.

## 12. Application for Additional Quantum (Enhancement) of Stage-II Connectivity

12.1 Stage-II Connectivity grantee may apply for additional quantum of Stage-II Connectivity in its dedicated transmission line and associated bay. Such Stage-II Connectivity grantee shall also simultaneously apply for grant of corresponding

Stage-I Connectivity, as required.

- 12.2 The application for enhancement shall be processed by STU as per the Procedure for grant of Stage-II Connectivity.
- 12.3 STU shall consider the capacity of Dedicated Transmission Line and associated bay while granting the enhancement of Stage-II Connectivity.

**13. Sharing of Connectivity Infrastructure and Dedicated Transmission line**

13.1 The developer(s) of renewable energy generating station(s) shall develop the Dedicated Transmission Line of power evacuation capacity as specified in Para 7.5 of this procedure irrespective of the quantum of Connectivity applied for. In case the developer of renewable energy generating station is not able to fully utilize the Dedicated Transmission Line and bay(s), it may share the same with other developer(s) of renewable energy generating station(s) with a view to ensuring optimum utilization of the transmission system.

Stage-II Connectivity grantee, while remaining the lead generator and performing its responsibilities under the Grid Code and GERC Open Access Regulations and Forecasting / Scheduling Regulation for RE, Notification No. 1 of 2019, may in the interest of optimum utilisation of its bay(s) and Intra-State outlets, share the balance capacity of the Dedicated Transmission Infrastructure over and above the Connectivity granted with its wholly owned SPVs (Special Purpose Vehicles) or other entities. In such condition, sharing of surplus capacity in the dedicated transmission infrastructure is allowed by following the priority of Stage II connectivity applications.

13.2 A person/ applicant (One or More) who is a Stage-I Connectivity grantee or is applying for Stage-I Connectivity and Stage-II Connectivity simultaneously, may apply for Stage-II Connectivity at the bay already allocated to another Stage-II Connectivity grantee along with an agreement duly signed between the person/ applicant and the Stage-II Connectivity grantee for sharing the Dedicated Transmission Line. The Stage-II Connectivity shall be granted to such person/ applicant subject to availability of capacity in the Dedicated Transmission Line.

13.3 Any capital expenditure on the augmentation of the generator pooling station(s) of the Connectivity grantee required for sharing the dedicated transmission infrastructure shall be mutually agreed between the sharing parties. The Connectivity grantee shall provide adequate capacity in the generator pooling station for peak power evacuation of the sharing entity(ies).

13.4 Operation and maintenance expenses as well as transmission losses from the generator pooling station up to the Intra-State sub-station shall be shared in proportion to the capacity of the renewable energy generating stations sharing the transmission infrastructure.

#### **14. Utilization of pooling station of Stage-II Connectivity Grantee**

14.1 The Stage-II Connectivity grantee shall require update the status/ utilization of the dedicated transmission infrastructure as per FORMAT-5 of this procedure by 30<sup>th</sup> day of June and 31<sup>st</sup> day of December of each year.

14.2 STU shall monitor the utilization of the dedicated transmission infrastructure. In case STU finds that the dedicated transmission infrastructure remains under-utilized, it may seek an explanation from Stage-II Connectivity grantee. Such Stage-II Connectivity grantee shall explain the reasons through an affidavit duly signed by its authorized representative within 30 days of issue of such notice. If STU is of the view that the spare capacity is not being put to use without reasonable justification, and it is resulting in denial of opportunity to other renewable energy generating stations, the matter shall be brought to the notice of the Commission for directions with regard to the utilization of the available spare capacity.

#### **15. Coordination**

15.1 STU shall coordinate with concerned agencies for development of the Intra-State network for evacuation of power from renewable energy generating stations.

15.2 STU shall share the available capacity of the Intra-State sub-station for RE integration on website.

**16. Dispute Resolution Mechanism**

- 16.1 All differences and admitted disputes between the parties arising out of or in connection with this Procedure shall be mutually discussed and amicably resolved within 90 days.
  
- 16.2 In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Procedure, as stated above, the same shall be dealt as per the provisions of the Electricity Act, 2003 and Hon'ble GERC shall adjudicate such dispute u/s 86 of EA 2003 and if required may refer the same to arbitration.

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**FORMAT-1**

**(On Non Judicial Stamp paper Rs.300)**

**AFFIDAVIT**

Connectivity application for Power evacuation to Gujarat Energy Transmission Corporation Limited,

I.....working as ..... in.....(name of the Company).....,having its registered office at.....(address of the company)....., do solemnly affirm and say as follows:

I am the..... (Post)..... of .....(Name of the Company)..... , the representative in the above matter and am duly authorized to file the above application and to make this affidavit.

I submit that M/s.....(name of the company)..... is a registered company.....(Public Ltd/Pvt. Ltd./Partnership firm).....

I submit that all the details given in the enclosed application for grant of Connectivity along with necessary documents are true and correct and nothing material has been concealed thereof.

(Signature)

**Name of the Applicant**

(To be duly attested by Notary)

Encl.-: FORMAT 2 for Stage I Connectivity and FORMAT 3 in case of Stage II Connectivity



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FORMAT-2

**Stage-I RE Connectivity Application**

**1 Name the Applicant**

**2 Address for Correspondence**

**3 Contact Details**

Name of Contact Person

Designation

Phone No.(Mobile)

E-Mail

**4 Nature/purpose of the Connectivity**

Captive/Third-party/PPA/any other

**5 Capacity (MW) for which connectivity is required & type of project**

(Wind/Solar/Wind-solar hybrid/ hydel/ MSW etc.)

**6 Name of 400/220/132/66 kV**

**GETCO/ Transmission**

**Licensee sub- station Where connectivity is required**

Name of GETCO/ Transmission Licensee-S/s:

Voltage level:

Nos. of ckt:

**7 Location of the Generating Station**

Nearest Village / Town:

District:

State:

**8 Details of Payment Done.**

Amount in Rs:

Payment date:

Payment receipt/ e-transaction No.:

This is to certify that the above data submitted with the application are pertaining to connection sought for grid connectivity for power evacuation. Further, any additional data sought for processing the application shall be furnished.

**Authorized Signatory of Applicant**

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## FORMAT-3

**Stage-II RE Connectivity Application**

- 1 Name of the Applicant:**
- 2 Intimation No. of Grant of Stage-I Connectivity, if granted:**
- 3 Address for Correspondence:**
- 4 Contact Details**
  - Name of Primary Contact Person:
  - Designation :
  - Phone No. (Landline) :
  - Phone No. (Mobile) :
  - Fax :
  
  - E-Mail :
  
  - Name of Alternate Contact Person:
  - Designation :
  - Phone No. (Landline) :
  - Phone No. (Mobile) :
  - Fax :
  
  - E-Mail :
- 5 Criterion for applying Stage-II Connectivity:**  
Eligibility as per Para 8.2.1 or 8.2.2
- 6 Date from which Stage-II Connectivity is required:**
- 7 Location of the Generating Projects/Park**
  - Nearest Village / Town:
  
  - District :
  
  - State :
  
  - Latitude :
  
  - Longitude :
- 8 Planned Capacity of the Generating Project/Park (Stage wise) :**

9 **Expected timeline of completion of Generating Project/Park (Stage Wise):**

10 **Details of the Generating Project/Park:**

Location:

Name(s) of the Project/Park:

Energy Source:

Step-up Voltage at generator Pooling Station:

11 **Details of Application Fee RTGS/NEFT/e-transaction (if applicable) :**

Amount (in Rs.): RTGS/NEFT/e-Transaction No.:

Date:

Bank Name:

Branch Name:

12 **Details of Documents Enclosed with the Application**

- (i) Notarised Affidavit as per FORMAT-1
- (ii) Copy of Authorisation by the Government, as applicable
- (iii) Copy of Board Resolution authorising a person for filing of application, where applicant is a company
- (iv) Site(s) Identification
- (v) Consortium Agreement of Lead Generator as per FORMAT – 6 attached with this Procedure, if applicable
- (vi) Documentary evidence of eligibility for applying for Stage-II Connectivity as per the Procedure
- (vii) Financial comfort letter/ financial closure issued by Financial Institution with supporting document, duly supported by Auditor's certificate along with a notarized undertaking as per Format -7 attached with this procedure, if applicable

I confirm that I am well aware of the GERC Regulations and Detailed Procedure and all the details entered by me are in conformity with the Regulations.

Submission Date:

**Name of the Authorised Signatory:**

Submission Time:

**Signature:**

**Company Stamp (mandatory)**

**FORMAT-4****STATUS REPORT BY THE RE PROJECT OF STAGE-II CONNECTIVITY GRANTEE**

(Status Report to be submitted on quarterly basis within 15 days of end of the quarter with signature of authorized representative of entity along with copy of letter of authorization)

| Monitoring Parameters for Stage-II Connectivity |  |   |
|---|--|---|
| Sl. No  | Monitoring Item  | Status#   |
| 1   | Installation of Wind Masts, as applicable                  | Status Report with signature of authorized representative of entity along with copy of letter of authorization.     |
| 2   | Location with GPS coordinates of generator pooling station |   |
| 3   | Walkover Survey for Dedicated Transmission Line            |   |
| 4   | Resource Assessment Studies                                |   |
| 5   | Acquisition of Land for generator pooling station          | Land Required (in acres):<br>Land Acquired (in acres):  |
| 6   | Acquisition of Land for renewable generating station       | Land Required (in acres):<br>Land Acquired (in acres):  |
| 7   | Details of Financial Closure                               | Date of application:<br><br>Status of Financial closure:<br>Date of Financial Closure:<br>Date of release of funds: |
| 8   | Final Route Survey of Dedicated Transmission Line          | Route Survey Report to be submitted.  |

|     |  |  |
|-----|--|--|
| 9   | Award and Details of Dedicated Transmission Line                                       | Date of Award of Tower Date of Award of Conductor<br>No. of Foundations (Total/Completed) No. of Tower Erections (Total/Completed)<br>Stringing_(ckm) (Total/Completed)  |
| 10  | Award and Details of Generator pooling station of Stage-II Connectivity Grantee        | (i) Planned capacity<br>(ii) Voltages, MVA Capacity, No. & Rating of Transformers<br>(iii) EHV Switchyard configuration, bay(s) and status<br>(iv) Low Voltage switchgear configuration, no. of sections, no. of bay(s) in each section and status |
| 11. | Tendering and Details of Renewable Generating station of Stage-II Connectivity Grantee | Planned capacity<br>Details of contract/contract packages Date of Award of EPC contract Progress of generating station Expected date of Commissioning  |

**FORMAT-5**

**Utilization and Sharing Status of Dedicated Transmission Infrastructure**

1. Date of updating of the utilization status: DD/MM/YYYY
2. Date of Commissioning of DTL and generator pooling station: DD/MM/YYYY

| Sl. No. | Description   | Status/Details | Remarks |
|---------|---|----------------|---------|
| 1       | Date of Commissioning of DTL and generator pooling station                          |                |         |
| 2       | Voltage levels of the generator pooling station<br>high voltage/low voltage (kV/kV) |                |         |
| 3       | Planned Power evacuation capacity of the generator pooling station (MVA)            |                |         |
| 4       | Commissioned Power evacuation capacity of the generator pooling station (MVA)       |                |         |
| 5       | Details of the capacity in use  |                |         |
|         | User-1  |                |         |
|         | User-2  |                |         |
|         | User-3  |                |         |
|         |   |                |         |
|         | User-n  |                |         |
|         | <b>Total Capacity Used</b>  |                |         |

**Model Agreement between the Lead Generator and other generators seeking inter-connection with Gujarat Intra- State transmission network at a single connection point**

**Model Agreement**

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at ..... (Place) ..... and is effective from this .....day of .....20.....

**BETWEEN:**

M/s ..... (Name of the company)....., a company registered under the Companies Act, (...year....) having its registered office at..... (Address of the Company) ..... , (hereinafter referred as "Lead Generator") (which expression wherever the context appears shall unless repugnant to the context meaning thereof) to, mean and include its successors in business and permitted assigns of the FIRST PART;

**AND**

M/s ..... (Name of the Company)..... , a company registered under the Companies Act, ( ..... year.....) having its registered office at (Address of the Company) ..... , (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the SECOND PART;

**AND**

AND

M/s ..... (Name of the Company) , a company registered under the Indian

Companies Act, (.....) having its registered office at (Address of the Company) ..... , (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the nth PART;

The parties referred to above shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

(a) The Parties hereinafter agree to develop more than one.....(Type of the Generating Station) ..... for the total capacity of .....(Capacity in MW) in the State of Gujarat. (hereinafter referred to as 'Group of Projects') and jointly seek Connectivity and LTA, to inject electrical energy at .....(Voltage level in kV)..... level from the installed capacity of ... (Installed Capacity in MW)..... of .....(Type of the Generating Plant) ....., into the 400/220/132/66 kV sub-station of the GETCO. The details of generating stations are as under:

| Name | Type of generator | Installed Capacity |
|------|-------------------|--------------------|
|      |                   |                    |

(b) As per the provisions of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011, the Parties collectively fall under the definition of an 'Applicant' and the "lead generator" on their behalf shall apply for Connectivity and LTA to the STU.

(c) The Parties agree that in relation to the 'Group of Projects' and for the purpose of availing the connectivity and LTA with the Intra-State Transmission Systems (InSTS) network for the requisite quantum, in line with the applicable Regulations,



the 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point following the provisions of the Gujarat Electricity Grid Code and all other regulations of the Commission, related to Grid security, Scheduling and Dispatch, Collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.

- (d) The Parties also agree to develop a common sub-transmission, transmission and evacuation network in relation to the 'Group of Projects' to be ultimately connected to the STU grid sub-station in the InSTS network.
- (e) The Parties also agree that they shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity/LTA and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the 'Group of Projects'. (generators to decide the modalities of sharing the expenditure).
- (f) The Parties also agree that once the 'Group of Projects' is in part/full ready and operational, they shall co-operate and take all necessary steps in operating the 'Group of Projects' and shall also share all the expenditure that may be incurred towards operation of the 'Group of Projects'. (generators to decide the modalities of sharing the expenditure).

NOW, THEREFORE in consideration of the premises and covenants hereinafter set forth, the Parties hereby agree as follows:

*(All terms and conditions of this agreement shall be decided mutually between the Lead Generator and other generators in accordance with the Electricity Act, 2003 and Regulations of the Commission as amended from time to time)*

#### **DEFINITION AND INTERPRETATION**

- A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority

in India and in each case as amended from time to time.

- B. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.
- C. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.
- D. "Confidential Information" shall have the meaning ascribed to it in Clause 7 of the Agreement.
- E. "Group of Projects" means the Group of Projects as defined in the first Recital hereto.
- F. "Insolvent" means, in relation to an entity.
  - (a) being insolvent or under administration;
  - (b) having a controller appointed by a tribunal or a court of competent jurisdiction, acting within its jurisdiction;
  - (c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation ) to any arrangement, assignment or composition; or
  - (d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.
- G. "Party" means a party to the Agreement
- H. "Term" shall have the meaning contained in clause 1.2 of the Agreement.

#### **Interpretation**

- a. The term "Clause" read in the Agreement shall refer to clause of the Agreement, except where expressly stated otherwise.

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- b. Words importing the singular shall include the plural and vice versa.
- c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. References to recitals, clauses, or annexes are, unless the context otherwise require, to recitals to, or clauses of or annexes to this Agreement;
- g. References to the words "include" or including" shall be construed as being suffixed by the words "without limitation";
- h. Any reference to time shall be taken to be a reference to Indian Standard Time;
- i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in the Appendix when used elsewhere in this Agreement;
- j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as if these were expressly set out in the body of this Agreement;
- k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- l. The terms used but not defined herein shall have the same meaning as assigned to them under the Agreement;
- m. The terms "hereof, "herein", "hereby", "hereto" and derivative or similar

words refer to this entire agreement or specified clauses of this Agreement, as the case may be;

- n. Provisions including the word 'agree', 'agrees' or 'agreement' require the agreement to be recorded in writing;
- o. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;
- p. Time is of the essence in the performance of the Agreement of the Parties' respective obligations. If the time period specified under this Agreement is extended, such extended time shall also form part of the Agreement;

**1. Appointment and terms of Appointment**

1.1. The Parties hereto have mutually agreed that M/s .....(Name of the Generator) shall be the "lead generator" which shall act on behalf of them and it shall undertake all operational and commercial responsibilities for all the Parties seeking connection at a single connection point at the pooling sub-station under the ... (Name of the transmission Licensee).....

**1.2. Duration:**

This Agreement shall be valid for a period of years from the date of execution of this Agreement. The Parties hereto may extend the Term of the Agreement upon mutually agreed terms and conditions.

**2. Scope**

2.1. The Parties hereby jointly agree to appoint M/s ..... (Name of Generator) the lead generator on their behalf and pursuant thereto authorize M/s .... in its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the..... (Name of sub-station), sub-station of the .....(Name of Transmission

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Licensee), in the state of .....(Name of the State)  
(hereinafter referred to as the Grid) for injection of power generated from an  
installed capacity of (Capacity.....in  
MW) at any  
point of time into the Grid.

2.2. The Parties undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this Agreement, the other Parties shall continue to abide by the terms and conditions of grant of Connectivity and LTA for the balance period of this agreement. In the event the lead generator desires to exit this Agreement, then the other Parties shall with permission of the STU, nominate amongst themselves any Party to be the „lead generator’ to act on their behalf for all operational and commercial responsibilities and other responsibilities as detailed under this agreement.

2.3. The parties agree that the party (one or more) which exits the Agreement shall pay appropriate compensation for common infrastructure built in proportionate to its share, the .....

2.4. It is hereby mutually agreed that the parties under this agreement shall be bound by the details further elaborated in respect of the Scope of Work as set out in Appendix 1.

**3. Responsibilities of the Parties:**

3.1. The Parties shall abide by the Applicable Indian laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Gujarat Electricity Grid Code and all other Regulations of the Commission, such as Grid security, scheduling and dispatch, collection and payment adjustment of transmission charges. Deviation charges, congestion and other charges related to the connectivity and LTA for use of Intra-State transmission system and/or associated facilities, through the "lead generator", who shall be the single point contact and the responsible entity as per Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011.

3.2. The Parties hereto shall carry out any/all such activities which are ancillary

and or supplementary in order to give effect to the Scope of Work as stated in Clause 2.

**4. Joint management and Role of Lead Generator:**

4.1. A Management Committee, which comprises of the representatives of all Parties herein shall be created, in order to review and decide upon all matters of importance relating to the development of the „Group of Projects’, Grant of connectivity and the LTA.

4.2. The constitution, terms of reference, powers and Procedures of the Management Committee shall be as set out in Appendix 2 (Joint Management).

4.3. Decisions of the Management Committee shall be unanimous, except wherever this Agreement expressly provides otherwise.

4.4. .... (Name of Lead Generator) ..... shall act as the Lead Generator, subject to the authority of the Management Committee. The Meetings of the Management Committee shall be chaired by a representative of the "Lead Generator".

4.5. All Parties shall give the Lead Generator their utmost support in carrying out its functions as Lead Generator and, in particular, all documents and information reasonably required by the Lead Generator for the submission of the Grant of connectivity/LTA shall be made available to the Lead Generator in the form and at the time required for the purposes of the Grant of connectivity /LTA and the Group of Projects or as may be otherwise reasonably requested by the Lead Generator.

**5. Termination:**

5.1. Following shall constitute as an event of default of a Party (Events of Default): leading to termination of the agreement

(a) Either Party becomes bankrupt or insolvent or goes into liquidation has

a receiver or administrator appointed against the defaulting party compounds with his creditors or carries on business under a Receiver Trustee or Manager for the benefit of his creditors or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events:

- (b) Either Party fails to fulfill its obligations under this Agreement, and does not rectify the same within ninety (90) days of the receipt of a written notice from the other Party/ies.
- (c) Any representations and warranties provided under this Agreement by either of the Parties are found to be false misleading and incorrect.

5.2. Effect of Termination:

5.2.1. Upon occurrence of an Event of Default, the non-defaulting Party/ies shall terminate the Agreement after serving advance notice of 90 days ("Default Notice") which shall specify in reasonable detail the occurrence of an event of Default.

5.2.2. After the issue of Default Notice, the defaulting Party/ies shall have the opportunity to cure the default mentioned in the Default Notice before the expiry of the period of the Default Notice (to the extent the default in question is capable of being cured). Upon cure of the default to the satisfaction of the non-defaulting Party/ies, the Default Notice shall be deemed to have been revoked by the non-defaulting Party/ies. During the pendency of the Default Notice, the Parties shall however continue to perform their obligations under this Agreement.

5.2.3. If the defaulting Party/ies fails to cure the default, pursuant to Clause 5.2.2 above, the Agreement shall stand terminated at the end of the period of 90 days (other than in case of payment default by the Company, in which case ninety (90) day period shall be read as thirty (30) days) commencing from the date of the Default Notice. Upon termination of this Agreement, each Party shall pay to the other such payments as are due and payable to such other Party/ies pursuant to the provisions of this Agreement.

5.3. Consequence of Termination:

On termination of this Agreement in accordance with the terms and conditions herein provided, the rights and duties of the Parties / Party seeking termination shall cease to exist.

The Parties' under this Agreement shall be in addition to and not in derogation of any rights, powers, privileges or remedies provided by law. Each Party shall be entitled to exercise concurrently any of the remedies available whether under this Agreement or provided by Applicable Law.

**6. Insurance:**

6.1. Each Party shall effect and maintain at its own risk and expense those insurances required by the Group of Projects in respect of its Scope of Work unless the Group of Projects requires them and/or the Parties agree to effect common insurance(s). In such case the Lead Generator shall effect and maintain such common insurance(s) in the joint interest of the Parties. The cost of effecting and maintaining such common insurance(s) shall be shared by the Parties in proportion to their Capacity.

6.2. Each Party shall notify administer and bear any and all costs of claims against its own or any common insurers in connection with its Scope of Work, including but not limited to any excess or deductible or uninsured amounts under the relevant policies.

**7. Confidentiality:**

7.1. Subject to Clause 8.2 of the Agreement, each of the Parties shall keep the contents of the Agreement and all books, documents (whether electronic or in hard copy) and information made available to that Party/ies for the purposes of entering into this Agreement ("Confidential Information") or in the course of the performance of the Agreement confidential, and shall not disclose the same to any other person without the prior written consent of the other Party/ies.

7.2. Clause 8.1 shall not apply in the following circumstances

- (a) any disclosure is required by applicable laws or in respect of information already in the public domain;
- (b) any disclosure required by any applicable stock exchange listing rule; and



(c) disclosure to a lender of the Group of Projects, to the extent required for the purposes of raising funds or maintaining compliance with credit arrangement.

In the event of a disclosure is required by applicable law, upon reasonable request by the non-disclosing Party/ies, the disclosing Party/ies shall use all reasonable efforts and co-operate with other Party's/ies' efforts to obtain confidential treatment of material so disclosed

- 7.3. The Parties shall exercise high degree of care and caution to preserve and protect the other Party's/ies' Confidential Information from disclosure in the manner that they protect their own Confidential Information.
- 7.4. Confidential Information disclosed shall be and remain the property of the disclosing Party/ies. The obligations of the Parties to protect Confidential Information shall survive the termination of this Agreement.

**8. Publicity:**

8.1. The Parties shall be permitted to disclose all relevant aspects of this Agreement to their respective Nominees, investment bankers, lenders, accountants, legal counsel, bona fide prospective investors. Lenders, in each case only where such persons or entities are under appropriate non-disclosure Obligations imposed by professional ethics, law or otherwise, and to stock exchanges and other statutory & legal authorities. The disclosing Party shall take utmost care that by disclosing the information the other Party's/ies business interest are not adversely affected

8.2. It is agreed between the Parties that

(a) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto pursuant to the provisions or requirements of law, then the Party/ies required to make such disclosure shall provide a reasonable notice to the other Parties. The Parties shall thereafter and prior to disclosing any such information, mutually agree on the content of the information being disclosed.

(b) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto by way of release of any statement or information to the media, whether electronic or print form, the disclosing Party/ies shall seek the prior written approval of the other Parties for such disclosure including on the content of such disclosure.

8.3. However, the Parties agree that such consents required to be obtained pursuant to this Clause 8 shall not be unreasonably delayed or withheld so as to cause breach of the time period for such disclosure.

**9. Notices:**

Any notice or other communication to be given by one Party to the others under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or registered post to the address given and marked for the attention of the person as set out in the body of the Agreement and may be marked to the Parties as may be from time to time designated by notice to the other.

**10. Indemnity:**

Each of the Parties hereto shall indemnify and hold the others, its employees, officers, advisers and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents harmless from and against all third party actions, claims, damages, proceeding, investigations, liabilities or judgments and all losses, damage, costs, charges and expenses of whatever nature and in whatever jurisdiction, and which arise from the Agreement, other than for any claims or losses to the extent that are finally determined by a court of competent jurisdiction to have resulted primarily from gross negligence or willful default of the other Party/ies.

**11. Dispute resolution:**

The Parties hereto shall make all attempts to resolve all disputes and

differences through mutual discussions/ negotiations whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within a period of 1 month keeping in view the spirit of this Agreement.

In the event the dispute or differences between the parties are not settled mutually or fail to negotiate their differences, then the aggrieved Party shall by giving a notice to the other Parties to refer the dispute or difference to a Sole arbitrator to be appointed mutually by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the place of arbitration shall be ...(Name of the Place) .....

**12. Jurisdiction and Governing Laws:**

Subject to Clause 11, the Parties hereto irrevocably submit to the sole and exclusive jurisdiction of the.....(Name of the Courts) This Agreement is governed by the laws subsisting in India and any amendments thereto.

**13. Assignment:**

Neither of the Parties shall assign, outsource nor sub-contract this Agreement in whole or any part or on thereof to any of their affiliates, group companies or any third party without the written consent of the other Parties.

**14. Miscellaneous:**

14.1 The Agreement including any schedules and annexure attached hereto shall, constitute the entire understanding of the Parties relating to the subject matter hereof and shall supersede all past correspondence/letters exchanged/ agreements executed between the Parties hereto.

14.2 Except as otherwise provided herein, this Agreement may not be varied/ amended except by agreement in writing to be signed by all Parties.

- 14.3 The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for any purpose whatsoever, and are not entitled to each other's employees' benefits. Each party is solely responsible for compensation of its personnel and for payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be construed to create an agency, joint venture; partnership or other relationship between the parties other than independent contractors.
- 14.4 If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and shall continue to operate in full force unless this Agreement is thereby rendered impossible from perform.
- 14.5 If either of the Parties at any time fails to require strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's/ies' rights under this agreement may be used asset each considers appropriate, and apply in addition to any law. Each party loses its rights only if it specifically waives them in writing.
- 14.6 All the terms and conditions which by its very nature, survive termination/expiry of the Agreement, shall survive such termination/expiry.
- 14.7 This Agreement may be executed in two (2) parts each which shall be deemed original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed on ....(Day).... of . ...(Month) , 20 by their duly authorised representatives as a

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legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy.

**1. For and on behalf of Lead Generator**

Signature

.....

Signature:.....

Name:.....

Designation

Name:.....

Designation .....

**2. For and on behalf of Company A**

Signature: .....

Name: .....

Designation: .....

Signature: .....

Name: .....

Designation: .....

**For and on behalf of Company Z**

Signature: .....

Name: .....

Designation: .....

Signature: .....

Name: .....

Designation:.....

**Appendix-1****Scope of Work:**

- A. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure of the group of generators and dedicated transmission network from Park to Intra-State sub-station.
- B. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure which may be required at the Intra-State sub-station like bay equipment etc.
- C. Each Party would monetarily support/share the Lead Generator in bearing the expenditure which may be incurred in day to day O&M of the common infrastructure for group of generators, dedicated transmission network and network/equipment in Intra- State sub-station.
- D. Each Party would monetarily support/share through the Lead Generator any charges which may be incurred as transmission charges/losses in money terms or kind as the matter may be from time to time.
- E. Each Party authorize the Lead Generator to approach the STU for availing connectivity and LTA for the group of generators as a whole and shall share any expenses which may be incurred in such process.
- F. Each Party authorize the Lead Generator to represent them at any governmental/statuary and/or any other authority in respect of any matter whatsoever may be required in relation to development of above group of generators.

**JOINT MANAGEMENT**

**1. Management Committee**

- 1.1. The Management Committee shall review and decide upon all important matters relating to the Grant of connectivity /LTA and the Group of Projects (other than matters falling solely within the Scope of Work of one Party and not affecting the interests of any other Party), in particular:
  - 1.1.1. establish the Grant of connectivity and LTA format, coordinate the preparation of the technical and commercial content of the Grant of connectivity by the Parties and collate the Grant of connectivity for submission to the STU and negotiation in relations to the Group of Projects and any proposed Variation, supplement or amendment thereto;
  - 1.1.2. any proposed revision of the Grant of connectivity /LTA or Group of Projects price(s);
  - 1.1.3. any proposed modification, reduction or extension of the Group of Projects schedule and, at the request of a Party, any work schedule previously agreed between the Parties;
  - 1.1.4. any proposed reallocation of supplies, services or responsibilities among the Parties;
  - 1.1.5. any proposed revision of the Proportionate Shares of the Parties;
  - 1.1.6. any proposed addition of another party to or expulsion of an existing Party from this Agreement;
  - 1.1.7. any other important matter raised by any of the Parties.
  
- 1.2. Each Party shall appoint a representative who shall be an officer or director of that Party and an alternate by notice in writing within (1) (one) week of the date of this Agreement. Each Party may revoke the appointment of and replace its representative and alternate by notice in writing to the Management Committee.
  
- 1.3. Meetings of the Management Committee shall be convened by the Lead Generator at least (4) (four) times a year and, should circumstances so require, at any other time at the request of a Party, stating the circumstances, by giving (2) (two) weeks' notice in writing

or such lesser period of notice as the circumstances may reasonably demand.

- 1.4. Each representative, or alternate in the absence of the representative, shall be deemed to have the authority to represent the Party appointing him or her in respect of all matters concerning the Management Committee.
- 1.5. Meetings of the Management Committee shall normally be held at the Lead Generator's offices or otherwise as mutually agreed. In cases of particular urgency, decisions may also be reached by telephone, correspondence, telex, email or facsimile. All decisions arrived at by telephone or facsimile shall be promptly confirmed in writing to every representative on the Management Committee by the Lead Generator's representative.
- 1.6. All decisions of the Management Committee must be unanimous save as except where it has been expressly stated in this Agreement.
- 1.7. Should a meeting of the Management Committee fail to achieve unanimity on a proposal, a decision on that proposal shall be adjourn. In the event that the Parties are unable to arrive at an unanimous decision or on a modified proposal within 5 (five) working days of the original meeting and if a continued failure to resolve the issue would put the due performance of the Group of Projects materially at risk or in case of emergency, the Chairperson of the Management Committee shall be and hereby is empowered to take a decision to safeguard the common interest of the Parties and shall report such decision immediately to the other Parties. Such decision shall be duly implemented by the Parties without delay and without prejudice to the provisions of Clause 11 (Dispute - Resolution). If any Party fails to cause its representative or alternate to attend at a duly convened meeting of the Management Committee the meeting shall be adjourned for 2 (two) working days and the Parties shall immediately be notified by telex or facsimile of such adjournment. If the non-attending Party fails to cause its representative or alternate to attend the resumed meeting other than as a result of causes beyond the control of that Party, then unanimous decisions taken by those present at such meeting shall constitute a valid decision of the



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Management Committee.

- 1.8. The representative (or alternate in the absence of the representative) appointed by the Lead Generator shall chair all meetings of the Management Committee.
- 1.9. The representative of the Lead Generator shall distribute minutes of each meeting of the Management Committee to each Party without delay. The minutes shall be deemed to have been accepted by the other Parties unless comments are made in writing within ten (10) working days of their distribution.
- 1.10. If any Party is in default under Clause 5 (Termination) then notwithstanding any other provision in this Agreement or its Appendices, such defaulting Party shall not be entitled to take part in any approval, action, step or proceedings with respect to the Agreement and the representative or alternate of such defaulting Party shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a decision or action of the Parties.
- 1.11. The costs incurred by each Party in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Party and shall not be a cost chargeable to the other Parties.

**FORMAT-7****Ownership or registered lease agreement or registered sale agreement of the land required for the capacity of Stage-II Connectivity:**

Towards compliance of above, the applicants shall be required to submit the following documents:

- i. Land related documents;
  - a) An Undertaking on company letterhead, clearly indicating total land required for the project and the land acquired (Ownership or lease rights), signed by authorized signatory under company seal. The undertaking will also include declaration that the subject land has not been/will not be used for any other project/purpose.
  - b) 'Title report' in the applicant's favour executed by a registered advocate holding inter alia clear and present vesting of land rights (ownership or lease rights).
  - c) Registered documents regarding land rights in the applicant's favour. The documents, if not in English or Gujarati language, shall be furnished along with its English or Gujarati translation from authorized translators.
  - d) Board Resolution along with letter of authorization, if any, specifying the authorized signatories on behalf of applicant's company.
- ii. Financial closure of the project (with copy of sanction letter):

Towards compliance of above, the applicants shall be required to submit the following documents:

- a) Declaration/Undertaking:

An Undertaking on company letterhead signed by authorized signatory under company seal providing the following particulars:

Total project cost:

Amount of loan from financial institution (if any):

Amount of equity/funding from applicant company (if any):

Amount of equity/funding from parent company (if any):

- b) Board Resolution along with letter of authorization, if any, specifying the authorized signatories on behalf of applicant's company.

In support of the particulars so provided under clause (a) above, the Applicant shall be required to provide the following documents:

- i). In case of loan from financial institution:

Sanction letter from the loan issuing entity(ies)

And

Acceptance letter from the applicant company towards sanction of loan.

- ii). In case of equity /funding from applicant's company

An Undertaking/declaration on company letterhead signed by authorized signatory under company seal towards the amount to be funded by the applicant company clearly mentioning the name of the project.

- iii). In case of equity/Funding from Parent company:

Board Resolution of Parent Company towards the amount to be funded by the parent company clearly mentioning the name of the applicant company and the project.

OR

Release of at least 10% of the project cost including the land acquisition cost through equity, duly supported by Auditor's certificate:

Towards compliance of above, the applicants shall be required to submit the following documents:

- a) An Undertaking on company letterhead signed by authorized signatory under company seal mentioning total project cost and total amount released.
- b) Auditor's Certificate w.r.t. release of 10% of the project cost.
- c) Board Resolution along with letter of authorization, if any, specifying the authorized signatories on behalf of applicant's company.

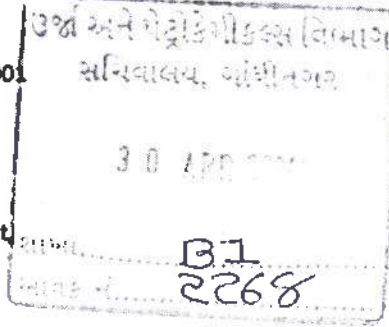


Reference: IWPA/EPD/RE/2023-24/001

Date: 30.04.2024

To,

Principal Secretary,  
Energy & Petrochemicals Department  
Block No. 5, 5th Floor,  
Sachivalaya, Gandhinagar.



Subj: Removal of difficulty in the development of the Wind Solar Hybrid Power Projects in the state of Gujarat under Open Access under the Gujarat Renewable Energy Policy 2023 and GERC RE Regulations 2024. – Reg.

- Ref: 1. "Gujarat Renewable Energy Policy 2023" vide G.R. No. REN/e-file/20/ 2023/ 0476/B1 dated 04.10.2023.  
2. GEDA Executive Procedure / guideline for implementation of Gujarat Renewable Energy Policy 2023 vide letter no. EPCD/0152/12/2023 dated 14/12/2023.

Respected Madam,

Through this letter we wish to present to you the difficulty the consumers and developers are facing in the setting of Renewable Energy Power Projects in the state of Gujarat on account of conflicting provisions for the permissions and agreement between policy and the regulations. We would also like to discuss and present the relevant provisions of the Electricity Act – 2003 which may be adopted by the EPD in the executing procedure / guideline for the implementation of Gujarat Renewable Energy Policy 2003 to remove the difficulty on account of the conflicting provisions of the policy and the regulations so that both of them can be honoured.

Before making submissions on the provisions the undersigned would like to produce some merits:

1. The Energy and Petrochemical Department and Honorable GERC showed their concerned on two key matters viz. i) Cornering of Capacities and ii) Trading of Capacities by non-serious developers.
2. To overcome the same the Hon'ble GERC made some reforms in the grant of connectivity regulations introducing some stringent conditions like increasing of application fee, performance bank guarantee and requirement of minimum 50% of the land in possession for the grant of stage-II connectivity along with milestone based achievements to retain the connectivity so that serious and desirous applicants and developers can only secure connectivity.

Indian Wind Power Association

National Council

Door No. E, 6<sup>th</sup> Floor, Tower -1, Shakli Towers, No. 766, Anna Salai, Chennai 600 002

Regional Council : New Delhi

State Councils : Ahmedabad, Bengaluru, Hyderabad, Jaipur, Mumbai

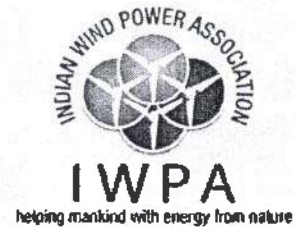
Phone : 044 4550 4036

Fax : 044 4550 4281

E-mail : iwpaHQ@windpro.org  
secretary.general@windpro.org

Website : www.windpro.org

3. With the same only financially sound, desirous, meritorious and serious developers approached and secured the connectivity due to which the allocation vs. achievement percentage increased significantly in a time bound manner.
4. Concept of Developers and Transfer Permissions:  
The Energy and Petrochemical Department introduced the concept of Developer and Transfer Permissions for:
  - i. Optimum utilization of resources of Utilities.
  - ii. Achieving of Economies of scale by joint development.
  - iii. Ease of doing business.
5. It is submitted that if the provision of the developer and transferee is removed every consumer / project has to apply for individual connectivity and leading to either under utilization of the capacity of each bay available at substation and / or have n-number of separate transmission lines going in the state which has its own technical difficulties and nuisance to the society and entire eco-system.
6. Under the Developer and Transfer Provisions the "Generating Company" under the provision of the Electricity Act applies and secures connectivity which is defined as "any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person, which owns or operates or maintains a generating station,  
  
Further, the "Generating Stations" as per the provisions of Electricity Act which is defined as: "any station for generating electricity, including any building and plant with step-up transformer....." apply for the transfer permission for the purpose of grant of Open Access and Wheeling and Banking of Power.
7. The Electricity Act 2003 further states that:  
Any generating company may *establish, operate and maintain* a generating station without obtaining a licence under the Electricity Act if it complies with the technical standards relating to connectivity with the grid referred to in clause (b) of section 73.
8. Further in the existing provisions such "generating stations" were provided with the transfer permissions and were called as "transferee", to enable respective consumers to enter into STOA/MTOA/LTOA and Wheeling and Banking Agreements with utilities.
9. In line with the provisions of the Electricity Act and the EPD guidelines the role of the Generating Company remains as: "to establish or operate or maintain the generating station, tie-line, sub-stations and dedicated transmission lines connected herewith in accordance with the provisions of the Electricity Act or the rules or regulations.



10. Thus, a "Generating Station" within the "Generating Company" is the entity which can enter into LTOA and WBA unless the generating company itself is the generating station where as per existing provisions no transfer permission was required.

11. Thus, it is submitted that even if the hon'ble GERC in their tariff order has stated that:

*"It is also necessary to ensure that the physical connectivity of Solar-Wind and Storage, if any, Hybrid Power Project with grid is granted to the same person/generating company in whose name the connectivity is approved / sanctioned and also the transmission and/or wheeling agreement is signed with the same person/generating company as a party to the agreement in whose name the connectivity is granted"*

12. Since the electricity act categorically provides that:

- i. A generating company can have multiple generating stations which may be owned or operated or maintained by the generating company.
- ii. A generating station may not require any separate license to operate.
- iii. The supply of electricity from the captive generating plant through the grid shall be regulated in the same manner as the generating station of a generating company.

In lieu of the same it is humbly submitted that:

In continuation with the provision of the GERC Tariff order a generating station within the generating company may also be allowed to be treated as separate entity and sign the LTOA and WBA with their respective consumers. Provided that the generating station is established or operated or maintained by the said generating company which has secured the principal connectivity without the need of any transfer of the connectivity.

We are hopeful that you will find merits in the same and in the larger interest of the growth of the sector, industries and public at large we are hopeful that your good office on behalf of Government of Gujarat will provide following provisions.

Thanking You,

For Indian Wind Power Association (IWPA)

President-Gujarat Council  
(Manoj Mishra)

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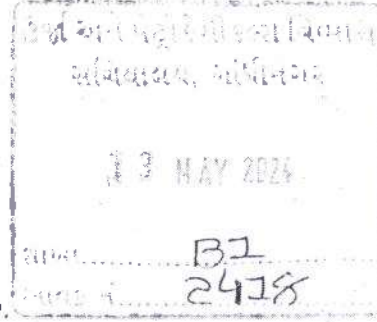
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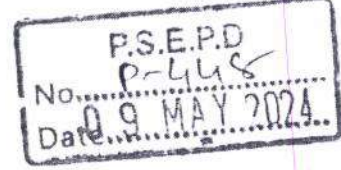
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રેફ.

શ્રીમતી મમતા વર્મા, IAS,  
પ્રિન્સિપાલ સેક્રેટરી,  
બ્લોક-૫, ૫ મો માળ,  
સરદાર ભવન, સચિવાલય,  
ગાંધીનગર, ગુજરાત - ૩૮૨ ૦૧૦.



તારીખ: ૦૧/૦૫/૨૦૨૪



વિષય: ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અને GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર માં આપેલ ક્ષતિ ને સુધારવા બાબત.

- રેફરન્સ: ૧. ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩
- ૨. GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ટેરિફ ઓર્ડર ૨૦૨૪

સવિનય સાથે ઉપરોક્ત વિષયના અનુસંધાને જણાવવાનું કે અમો ઓઝોન પીબી સ્પિનટેક્સ લિમિટેડ વતી આપને જણાવવા માંગીએ છીએ કે ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અંતર્ગત ગુજરાત સરકાર રિન્યુએબલ પ્રોજેક્ટોને પ્રોત્સાહન આપી અને વધુમાં વધુ MSMEs ઉદ્યોગો લાભ લઈ શકે અને પવન ઊર્જા અને સૂર્ય ઊર્જા ક્ષેત્રમાં વધુ પડતું રોકાણ કરી અને ગુજરાત તથા દેશને ઝીરો કાર્બન બનાવવા માટે પહેલ કરે તે પ્રમાણેની જોગવાઈ આપેલ છે. જે માટે અમો આપનો આભાર વ્યક્ત કરીએ છીએ. પરંતુ GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર પ્રમાણે કનેક્ટિવિટી જેના નામ પર હોય તેના જ નામ પર ડેવલપર પરમિશન મળી શકશે, જેથી નાના ઉદ્યોગકારો આ સુવિધા થી વંચિત રહી જશે.

હકીકતમાં, પહેલા જુના ટેરિફ ઓર્ડર પ્રમાણે કોઈ એક ડેવલપર કનેક્ટિવિટી લે અને આખા વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પાર્ક બનાવે અને નાના ઉદ્યોગકારોને કેપેસિટી ટ્રાન્સફર કરી આપે જેથી તમામ નાના ઉદ્યોગકારો ને કેપ્ટીવ યુઝ માટે આનો લાભ મળતો હતો. પરંતુ આ એક નવા ઉમેરાયેલા નિયમ થી આ લાભ મળતો બંધ થઈ જશે તેમજ નાના ઉદ્યોગકારો કેપ્ટીવ યુઝ માટે આ રીતે કનેક્ટિવિટી પણ નહીં મળી શકે.

કનેક્ટિવિટી લેવા માટે કોઈ પણ અરજદારને ફાઇનાન્સીઅલ સ્ટ્રેન્થ તેમજ જમીન પણ બતાવવી પડે છે તેમજ કઈ સાઈટ પર સારી વિન્ડ મળશે તેનું એનાલિસિસ પણ કરવું પડે છે જે અમારી ક્ષમતા ની બહાર છે. પહેલા આ બધું જ ડેવલપર દ્વારા કામ કરવામાં આવતું હતું અને તે સાઈટ ઓફર કરતા હતા જેમાં જમીન અને વિન્ડ મેઝરમેન્ટ બંને ની ખાતરી કર્યા બાદ જ ડેવલપર સાઈટ ઓફર કરતા હતા જેથી અમો દ્વારા તે સાઈટ પર વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પ્રોજેક્ટ કરવો કે નહીં તે એકદમ સરળ થઈ જતું હતું.

JSD (RF)

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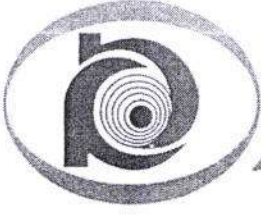
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# OZONE PB Spintex Ltd.

MFG. of : COTTON YARN

CIN No.: U17200GJ2012PLC073036

વધુમાં, કોઈ પણ વિન્ડ ટર્બાઇન મેનુફેક્ચરર કોઈ એકલ દોકલ ટર્બાઇન માટે ભાવ પણ નથી આપતા કે સાઈટ પણ નથી ડેવેલપ કરતા કારણ કે વિન્ડ ટર્બાઇન ની સાઈટની જાળવણી કરવા માટે ખુબ જ અનુભવવાળી ટિમ ની જરૂર હોય છે. જે ડેવેલપર દ્વારા પુરી પાડવામાં આવે છે અને પ્રોજેક્ટ ની લાઈફટાઈમ જાળવણી સરળ થઈ જાય છે. પરંતુ આ નવા નિયમ દ્વારા હવે અમોએ ડાયરેક્ટ કનેક્ટિવિટી માટે એપ્લાય કરવું અને પછી તે માટે ડેવેલપર ને સાઈટ કરવા માટે ઓર્ડર આપવો એક રીતે ખર્ચાળ અને અત્યંત દુવિધા જનક છે. કેમ કે એક ઉદાહરણ તરીકે જો અમો કનેક્ટિવિટી માટે એપ્લાય કરીએ અને ગેટકો દ્વારા જો અમોને ૩ MW ની કનેક્ટિવિટી આપવામાં આવે તો પછી અમો વિન્ડ ટર્બાઇન વાળા પાસે ટર્બાઇનનું કોસ્ટીંગ માંગતા અમોને હાયર સાઈડ નું કોસ્ટીંગ મળશે કેમ કે કોઈ પણ વિન્ડ ટર્બાઇન મેનુફેક્ચરર એક ટર્બાઇનનું મેન્ટેનન્સ કરવા માટે તૈયાર જ નહીં થાય તેમજ એક રીતે જોતા તેનું કન્ટ્રિબ્યુસ મોનીટરીંગ કરવા માટે પણ વધુ કોસ્ટીંગ લાગશે. જે ડેવેલપર વાળા પાર્ક માં એક સાથે ઘણા બધા ટર્બાઇન નું મેન્ટેનન્સ થતું હોવાથી એક રીતે વાજબી તેમજ સ્પેર અને કન્ટ્રિબ્યુટી ને જોતા પણ એકંદરે એ સીધું, સસ્તું અને સરળ પડશે.

તો આ એક જટિલ સમસ્યા હોય આ વિષય ને ધ્યાનમાં લઈ જુના ટેરિફ ઓર્ડર અથવા તો જે પ્રમાણે GEDA ની એપુલ્ડ પ્રોસેસ પ્રમાણે જ ડેવેલપર પરમિશન સાથે ટ્રાન્ફર પરમિશન ની જોગવાઈ કાયમ કરી અમારી અરજીને અનુરૂપ યોગ્ય કરવા વિનંતી.

એજ વિ.:-

*S. S. P. Patel*

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ઓઝોન પીબી સ્પિનટેક્સ લિમિટેડ. વતી,

નકલ રવાનાં :-

૧. શ્રી કનુભાઈ દેસાઈ, માન. મંત્રીશ્રી, ઉર્જા અને પેટ્રો. વિભાગ, ગુજરાત રાજ્ય.  
સરનામું : ૧ લો માળ, સ્વર્ણિમ સંકુલ - ૧, નવા સચિવાલય, ગાંધીનગર - ૩૮૨૦૧૦.
૨. શ્રી ભુપેન્દ્રભાઈ પટેલ, માન. મુખ્યમંત્રીશ્રી, ગુજરાત રાજ્ય.  
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૩. ડાયરેક્ટર શ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી - GEDA, ગાંધીનગર, ગુજરાત.  
સરનામું : ૪ થો માળ, બ્લોક નં ૧૧ & ૧૨, ઉદ્યોગ ભવન, સેક્ટર - ૧૧, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૭.

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તારીખ: 30/08/2024 maxcotspin.com

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પ્રિન્સિપાલ સેક્રેટરી,  
બ્લોક-૫, ૫ મો માળ,  
સરદાર ભવન, સચિવાલય,  
ગાંધીનગર, ગુજરાત - ૩૮૨ ૦૧૦.

CIN NO: U73115GJ2011PTC065651

P.S.E.P.D  
No. P-1115  
Date: 04 MAY 2024

સચિવાલય, ગાંધીનગર  
13 MAY 2024  
સાખા B7  
આવક નં. 2420

વિષય: ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અને GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર માં આપેલ ક્ષતિ ને સુધારવા બાબત.

- રેફરન્સ:
૧. ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩
  ૨. GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ટેરિફ ઓર્ડર ૨૦૨૪

સવિનય સાથે ઉપરોક્ત વિષયના અનુસંધાને જણાવવાનું કે અમો OMAX COTSPIN PVT.LTD વતી આપને જણાવવા માંગીએ છીએ કે ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અંતર્ગત ગુજરાત સરકાર રિન્યુએબલ પ્રોજેક્ટોને પ્રોત્સાહન આપી અને વધુમાં વધુ MSMEs ઉદ્યોગો લાભ લઈ શકે અને પવન ઊર્જા અને સૂર્ય ઊર્જા ક્ષેત્રમાં વધુ પડતું રોકાણ કરી અને ગુજરાત તથા દેશને ઝીરો કાર્બન બનાવવા માટે પહેલ કરે તે પ્રમાણેની જોગવાઈ આપેલ છે. જે માટે અમો આપનો આભાર વ્યક્ત કરીએ છીએ. પરંતુ GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર પ્રમાણે કનેક્ટિવિટી જેના નામ પર હોય તેના જ નામ પર ડેવલપર પરમિશન મળી શકશે, જેથી નાના ઉદ્યોગકારો આ સુવિધા થી વંચિત રહી જશે.

હકીકતમાં, પહેલા જુના ટેરિફ ઓર્ડર પ્રમાણે કોઈ એક ડેવલપર કનેક્ટિવિટી લે અને આખા વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પાર્ક બનાવે અને નાના ઉદ્યોગકારોને કેપેસિટી ટ્રાન્સફર કરી આપે જેથી તમામ નાના ઉદ્યોગકારો ને કેપ્ટીવ યુઝ માટે આનો લાભ મળતો હતો. પરંતુ આ એક નવા ઉમેરાયેલા નિયમ થી આ લાભ મળતો બંધ થઈ જશે તેમજ નાના ઉદ્યોગકારો કેપ્ટીવ યુઝ માટે આ રીતે કનેક્ટિવિટી પણ નહીં મળી શકે.

J3 (RFE) કનેક્ટિવિટી લેવા માટે કોઈ પણ અરજદારને ફાઇનાન્સીઅલ સ્ટ્રેન્થ તેમજ જમીન પણ બતાવવી પડે છે તેમજ કઈ સાઈટ પર સારી વિન્ડ મળશે તેનું એનાલિસિસ પણ કરવું પડે છે જે અમારી ક્ષમતા ની બહાર છે. પહેલા આ બધું જ ડેવલપર દ્વારા કામ કરવામાં આવતું હતું અને તે સાઈટ ઓફર કરતા હતા જેમાં જમીન અને વિન્ડ મેઝરમેન્ટ બંને ની ખાતરી કર્યા બાદ જ ડેવલપર સાઈટ ઓફર કરતા હતા જેથી અમો દ્વારા તે સાઈટ પર વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પ્રોજેક્ટ કરવો કે નહીં તે એકદમ સરળ થઈ જતું હતું.

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વધુમાં, કોઈ પણ વિન્ડ ટર્બાઇન મેનુફેક્ચરર કોઈ એકલ દોકલ ટર્બાઇન માટે ભાવ પણ નથી આપતા કે સાઈટ પણ નથી ડેવલપ કરતા કારણ કે વિન્ડ ટર્બાઇન ની સાઈટની જાળવણી કરવા માટે ખુબ જ અનુભવવાળી ટિમ ની જરૂર હોય છે જે ડેવલપર દ્વારા પુરી પાડવામાં આવે છે અને પ્રોજેક્ટ ની લાઈફટાઈમ

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## FACTORY ADDRESS

SR. NO: 842, 843, 845/1  
Nr. Petrol Pump, AT: Rajaitapur  
Ta: Dhrangadhra, Dist: Surendranagar  
Gujarat - 363320, INDIA  
Contact No. : +91-2754-286900  
E-mail : info@omaxcotspin.com

જાળવણી સરળ થઇ જાય છે. પરંતુ આ નવા નિયમ દ્વારા હવે અમોએ ડાયરેક્ટ કનેક્ટિવિટી માટે

એપ્લાય કરવું અને પછી તે માટે ડેવેલપર ને સાઈટ કરવા માટે ઓર્ડરખાપણો એક રીતે અર્થાત્તરફથી 65651 દુવિધા જનક છે. કેમ કે એક ઉદાહરણ તરીકે જો અમો કનેક્ટિવિટી માટે એપ્લાય કરીએ અને ગેટકો દ્વારા જો અમોને 3 MW ની કનેક્ટિવિટી આપવામાં આવે તો પછી અમો વિન્ડ ટર્બાઇન વાળા પાસે ટર્બાઇનનું કોસ્ટીંગ માંગતા અમોને હાયર સાઈડ નું કોસ્ટીંગ મળશે કેમ કે કોઈ પણ વિન્ડ ટર્બાઇન મેનુફેક્ચરર એક ટર્બાઇન નું મેન્ટેનન્સ કરવા માટે તૈયાર જ નહીં થાય તેમજ એક રીતે જોતા તેનું કન્ડિન્યુસ મોનીટરીંગ કરવા માટે પણ વધુ કોસ્ટીંગ લાગશે. જે ડેવલપર વાળા પાર્ક માં એક સાથે ઘણા બધા ટર્બાઇન નું મેન્ટેનન્સ થતું હોવાથી એક રીતે વાજબી તેમજ સ્પેર અને કન્ડિન્યુટી ને જોતા પણ એકંદરે એ સીધું, સસ્તું અને સરળ પડશે.

તો આ એક જટિલ સમસ્યા હોય આ વિષય ને ધ્યાનમાં લઇ જુના ટેરિક ઓર્ડર અથવા તો જે પ્રમાણે GEDA ની એપુલ્ડ પ્રોસેસ પ્રમાણે જ ડેવલપર પરમિશન સાથે ટ્રાન્કર પરમિશન ની જોગવાઈ કાયમ કરી અમારી અરજીને અનુરૂપ યોગ્ય કરવા વિનંતી.

એજ લિ.  
વતી,

For, Omax Cotspin Private Limited

Patel A-1  
Director

નકલ રવાના : -

૧. શ્રી કનુભાઈ દેસાઈ, માન. મંત્રીશ્રી, ઉર્જા અને પેટ્રો. વિભાગ, ગુજરાત રાજ્ય.

સરનામું : ૧ લો માળ, સ્વર્ણિમ સંકુલ - ૧, નવા સચિવાલય, ગાંધીનગર - ૩૮૨૦૧૦.

૨. શ્રી ભુપેન્દ્રભાઈ પટેલ, માન. મુખ્યમંત્રીશ્રી, ગુજરાત રાજ્ય.

સરનામું : ૩ જો માળ, નવા સચિવાલય, સ્વર્ણિમ સંકુલ - ૧, સેક્ટર ૧૦, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૦.

૩. ડાયરેક્ટરશ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી - GEDA, ગાંધીનગર, ગુજરાત.

સરનામું : ૪ થો માળ, બ્લોક નં ૧૧ & ૧૨, ઉદ્યોગ ભવન, સેક્ટર - ૧૧, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૭.

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Dr. Bharat Boghra  
Chairman  
95864 00100

Dilip Patel  
Vice Chairman  
98250 61270

Saurin Parikh  
President  
90999 77555

Jayesh Patel  
Vice President  
98254 23715

Ripple Patel  
Vice President  
98250 75014

Gautam Dhamsania  
Secretary  
98244 55500



# Spinners Association (Gujarat)

રેફ. SAG/RE01

તારીખ: 30/08/2028

શ્રીમતી મમતા વર્મા, IAS,  
પિન્સિપાલ સેક્રેટરી,  
બ્લોક-૫, ૫ મો માળ,  
સરદાર લવન, સચિવાલય,  
ગાંધીનગર, ગુજરાત - ૩૮૨ ૦૧૦.

P.S.E.P.D  
No. P-443  
Date 4 MAY 2024

ગુજરાત પેટ્રોકેમિકલ્સ વિભાગ  
સચિવાલય, ગાંધીનગર  
13 MAY 2024  
B1  
2422

વિષય: ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અને GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર માં આપેલ ક્ષતિ ને સુધારવા બાબત.

- રેફરન્સ:
૧. ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩
  ૨. GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ટેરિફ ઓર્ડર ૨૦૨૪

સવિનય સાથે ઉપરોક્ત વિષયના અનુસંધાને જણાવવાનું કે અમો Spinners Association (Gujarat) વતી આપને જણાવવા માંગીએ છીએ કે ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અંતર્ગત ગુજરાત સરકાર રિન્યુએબલ પ્રોજેક્ટોને પ્રોત્સાહન આપી અને વધુમાં વધુ MSMEs ઉદ્યોગો લાભ લઈ શકે અને પવન ઉર્જા અને સૂર્ય ઉર્જા ક્ષેત્રમાં વધુ પડતું રોકાણ કરી અને ગુજરાત તથા દેશને ઝીરો કાર્બન બનાવવા માટે પહેલ કરે તે પ્રમાણેની જોગવાઈ આપેલ છે. જે માટે અમો આપનો આભાર વ્યક્ત કરીએ છીએ. પરંતુ GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર પ્રમાણે કનેક્ટિવિટી જેના નામ પર હોય તેના જ નામ પર ડેવલપર પરમિશન મળી શકશે, જેથી નાના ઉદ્યોગકારો આ સુવિધા થી વંચિત રહી જશે.

હકીકતમાં, પહેલા જુના ટેરિફ ઓર્ડર પ્રમાણે કોઈ એક ડેવલપર કનેક્ટિવિટી લે અને આખા વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પાર્ક બનાવે અને નાના ઉદ્યોગકારોને કેપેસિટી ટ્રાન્સફર કરી આપે જેથી તમામ નાના ઉદ્યોગકારો ને કેપ્ટીવ યુઝ માટે આનો લાભ મળતો હતો. પરંતુ આ એક નવા ઉમેરાયેલા નિયમ થી આ લાભ મળતો બંધ થઈ જશે તેમજ નાના ઉદ્યોગકારો કેપ્ટીવ યુઝ માટે આ રીતે કનેક્ટિવિટી પણ નહીં મળી શકે.

કનેક્ટિવિટી લેવા માટે કોઈ પણ અરજદારને ફાઇનાન્સીઅલ સ્ટ્રેન્થ તેમજ જમીન પણ બતાવવી પડે છે તેમજ કઈ સાઈટ પર સારી વિન્ડ મળશે તેનું એનાલિસિસ પણ કરવું પડે છે જે અમારી ક્ષમતા ની બહાર છે. પહેલા આ બધું જ ડેવલપર દ્વારા કામ કરવામાં આવતું હતું અને તે સાઈટ ઓફર કરતા હતા જેમાં જમીન અને વિન્ડ મેઝરમેન્ટ બંને ની ખાતરી કર્યા બાદ જ ડેવલપર સાઈટ ઓફર કરતા હતા જેથી અમો દ્વારા તે સાઈટ પર વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પ્રોજેક્ટ કરવો કે નહીં તે એકદમ સરળ થઈ જતું હતું.

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13/05

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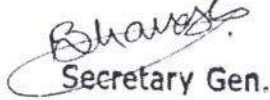
વધુમાં, કોઈ પણ વિન્ડ ટર્બાઇન મેનુફેક્ચરર કોઈ એકલ ટોકલ ટર્બાઇન માટે ભાવ પણ નથી આપતા કે સાઈટ પણ નથી ડેવેલપ કરતા કારણ કે વિન્ડ ટર્બાઇન ની સાઈટની જાળવણી કરવા માટે ખુબ જ અનુભવવાળી ટિમ ની જરૂર હોય છે જે ડેવેલપર દ્વારા પુરી પાડવામાં આવે છે અને પ્રોજેક્ટ ની લાઈફટાઈમ જાળવણી સરળ થઈ જાય છે. પરંતુ આ નવા નિયમ દ્વારા હવે અમોએ ડાયરેક્ટ કનેક્ટિવિટી માટે એપ્લાય કરવું અને પછી તે માટે ડેવેલપર ને સાઈટ કરવા માટે ઓર્ડર આપવો એક રીતે ખર્ચાળ અને અત્યંત દુવિધા જનક છે. કેમ કે એક ઉદાહરણ તરીકે જો અમો કનેક્ટીવિટી માટે એપ્લાય કરીએ અને જેટકો (GATCO) દ્વારા જો અમોને 3 MW ની કનેક્ટીવિટી આપવામાં આવે તો પછી અમો વિન્ડ ટર્બાઇન વાળા પાસે ટર્બાઇનનું કોસ્ટીંગ માંગતા અમોને હાલર સાઈડ નું કોસ્ટીંગ મળશે કેમ કે કોઈ પણ વિન્ડ ટર્બાઇન મેનુફેક્ચરર એક ટર્બાઇન નું મેન્ટેનન્સ કરવા માટે તૈયાર જ નહીં થાય તેમજ એક રીતે જોતા તેનું કન્ટિન્યુસ મોનીટરીંગ કરવા માટે પણ વધુ કોસ્ટીંગ લાગશે. જે ડેવલપર વાળા પાર્ક માં એક સાથે ઘણા બધા ટર્બાઇન નું મેન્ટેનન્સ થતું હોવાથી એક રીતે વાજબી તેમજ સ્પેર અને કન્ટિન્યુટી ને જોતા પણ એકંદરે એ સીધું, સસ્તું અને સરળ પડશે.

તો આ એક જટિલ સમસ્યા હોય આ વિષય ને ધ્યાનમાં લઈ જુના ટેરિફ ઓર્ડર અથવા તો જે પ્રમાણે GATCO ની એપુલ્ડ પ્રોસેસ પ્રમાણે જ ડેવલપર પરમિશન સાથે ટ્રાન્કર પરમિશન ની જોગવાઈ કાયમ કરી અમારી અરજીને અનુરૂપ યોગ્ય કરવા વિનંતી.

એજ લિ. • BHAVESH THAKAR

વતી, 491 93753 22449

Spinners Association (Gujarat)

  
Secretary Gen.

નકલ રવાના : -

૧. શ્રી કનુભાઈદેસાઈ, માન. મંત્રીશ્રી, ઉર્જાઅનેપેટ્રો. વિભાગ, ગુજરાતરાજ્ય.

સરનામું : ૧લોમાળ, સ્વર્ણિમસંકુલ - ૧, નવાસચિવાલય, ગાંધીનગર - ૩૮૨૦૧૦.

૨. શ્રી ભુપેન્દ્રભાઈપટેલ, માન. મુખ્યમંત્રીશ્રી, ગુજરાતરાજ્ય.

સરનામું : ૩જોમાળ, નવાસચિવાલય, સ્વર્ણિમસંકુલ - ૧, સેક્ટર૧૦, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૦.

૩. ડાયરેક્ટરશ્રી, ગુજરાતઉર્જાવિકાસએજન્સી - GEJA, ગાંધીનગર, ગુજરાત.

સરનામું : ૪થોમાળ, બ્લોકનં ૧૧&૧૨, ઉદ્યોગવલવન, સેક્ટર - ૧૧, ગાંધીનગર, ગુજરાત-૩૮૨૦૧૭.

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Group Vinod

# VINOD COTFAB PVT. LTD.

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રેફ.

તારીખ: 03/08/2024  
3 MAY 2024  
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P.S.E.P.D  
No. P-439  
Date 04 MAY 2024  
04 MAY 2024

✓ શ્રીમતી મમતા વર્મા, IAS,  
પ્રિન્સિપાલ સેક્રેટરી,  
બ્લોક-પ, પ મો માળ,  
સરદાર ભવન, સચિવાલય,  
ગાંધીનગર, ગુજરાત - ૩૮૨ ૦૧૦.

વિષય: ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અને GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર માં આપેલ ક્ષતિ ને સુધારવા બાબત.

- રેફરન્સ: ૧. ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩
- ૨. GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ટેરિફ ઓર્ડર ૨૦૨૪

સવિનય સાથે ઉપરોક્ત વિષયના અનુસંધાને જણાવવાનું કે અમો વિનોદ કોટકેબ પ્રા.લી. પતી આપને જાણાવવા માંગીએ છીએ કે ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અંતર્ગત ગુજરાત સરકાર રિન્યુએબલ પ્રોજેક્ટોને પ્રોત્સાહન આપી અને વધુમાં વધુ MSMEs ઉદ્યોગો લાભ લઈ શકે અને પવન ઉર્જા અને સૂર્ય ઉર્જા ક્ષેત્રમાં વધુ પડતું શેકાણું કરી અને ગુજરાત તથા દેશને ઝીંટી ફાંપેન બનાવવા માટે પહેલ કરે તે પ્રમાણેની જાગૃત્તાઈ આપેલ છે. જે માટે અમો આપનો આભાર વ્યક્ત કરીએ છીએ. પરંતુ GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાયબ્રીડ ના નવા ટેરિફ ઓર્ડર પ્રમાણે કનેક્ટિવિટી લેના નામ પર લોય તેના જ નામ પર ડેવલપર પરમિશન મળી શકશે, જેથી નાના ઉદ્યોગકારો આ સુવિધા થી રંચિત રહી શકશે.

ફોર્કલેટમાં, પહેલા જુના ટેરિફ ઓર્ડર પ્રમાણે ફોર્ક એક ડેવલપર કનેક્ટિવિટી લે અને આખા વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પાર્ક બનાવે અને નાના ઉદ્યોગકારોને કેપેસિટી ફ્રાન્સાઈઝ કરી આપે જેથી તમામ નાના ઉદ્યોગકારો ને કેટીવ યુઝ માટે આનો લાભ મળતો હતો. પરંતુ આ એક નવા ઉમેરણેલા નિયમ થી આ લાભ મળતો બંધ થઈ જશે તેમજ નાના ઉદ્યોગકારો કેટીવ યુઝ માટે આ રીને કનેક્ટિવિટી પણ નહીં મળી શકે.

કનેક્ટિવિટી લેવા માટે ફોર્ક પણ અસરગ્રસ્તને ફાઈનાન્સીઅલ સ્ટ્રેન્થ તેમજ જમીન પણ બનાવવી પડે છે તેમજ ફોર્ક સાઈટ પર સારી વિન્ડ મળશે તેનું અનાલિસિસ પણ કરવું પડે છે જે અમારી ક્ષમતા ની બહાર છે. પરંતુ આ વધુ જ ડેવલપર દ્વારા કામ કરવામાં આવતું હતું અને તે સાઈટ ઓફર કરતા હતા જેમાં જમીન અને વિન્ડ મેટ્રમન્ટ અને ની ખાતરી કર્યા બાદ જ ડેવલપર સાઈટ ઓફર કરતા હતા જેથી અમો દ્વારા તે સાઈટ પર વિન્ડ કે વિન્ડ સોલાર હાયબ્રીડ પ્રોજેક્ટ કરવો કે નહીં ને એકદમ સરળ થઈ જતું હતું.

વધુમાં, ફોર્ક પણ વિન્ડ ટર્બાઈન મેનુફેક્ચરર ફોર્ક એકલ ફોર્કલ ટર્બાઈન માટે ભાવ પણ નથી આપતા કે સાઈટ પણ નથી ડેવલપ કરતા કારણ કે વિન્ડ ટર્બાઈન ની સાઈટની જાગૃત્તાઈ કરવા માટે ખુબ જ અનુભવચાળી ટીમ ની જરૂર હોય છે જે ડેવલપર દ્વારા પુરી પાડવામાં આવે છે અને પ્રોજેક્ટ ની લાઈફટાઈમ જાગૃત્તાઈ સરળ થઈ જાય છે. પરંતુ આ નવા નિયમ દ્વારા હવે અમોએ ડાયરેક્ટ કનેક્ટિવિટી માટે એપ્લાય કરવું અને પછી તે માટે ડેવલપર ને સાઈટ કરવા માટે ઓર્ડર આપવો એક રીને ખર્ચોગ અને અત્યંત દુર્વિધા જનક છે. કેમ કે એક ઉદાહરણ તરીકે જો અમો કનેક્ટિવિટી માટે એપ્લાય કરીએ અને ગેટકો દ્વારા જો અમોને ૩ MW ની કનેક્ટિવિટી આપવામાં આવે તો પછી અમો વિન્ડ ટર્બાઈન વાળા પાસે ટર્બાઈનનું કોસ્ટીંગ માંગતા અમોને હાયર સાઈટ નું કોસ્ટીન્ગ મળશે કેમ કે ફોર્ક પણ વિન્ડ ટર્બાઈન મેનુફેક્ચરર એક ટર્બાઈન નું મેન્ટેનન્સ કરવા માટે તૈયાર જ નહીં થાય તેમજ એક રીને જોતા તેનું કન્ટ્રિબ્યુસ

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મોનીટરીંગ કરવા માટે પાનુ વધુ ફોરટીનિંગ કામગીરી. જે ઉવલપર યાગા પાર્ક માં એક સાથે ઘાસા બધા ટર્મીનલ નું મેન્ટેનન્સ થનું હોવાથી એક રીતે યાગાથી નેમજ સ્પેર અને કન્સ્ટ્રીક્શન ને જાના પાનુ એક્ટરે એ સીનું, સરનું અને સરળ પદ્ધતિ.

તો આ એક જલ્દિસ સમસ્યા હોય આ વિષય ને ધ્યાનમાં લઈ જુના ટેરિફ ઓર્ડર અથવા તો જે પ્રમાણે GEDA ની અંપુર પ્રોસેસ પ્રમાણે જે ઉવલપર પરમિશન સાથે ટ્રાન્કર પરમિશન ની જોગવાઈ કાયમ કરી અમારી અરજીને અનુક્રમ યોગ્ય કરવા વિનંતી.

એજ લિ.

વતી, વિનોદ કોટફાબ પ્રા. લી.

**Vinod Cotfab Private Limited**

Director

ડાયરેક્ટર

નકલ સ્થાનાં : -

૧. શ્રી કનુભાઈ દેસાઈ, માન. મંત્રીશ્રી, ઉર્જા અને પેટ્રો. વિભાગ, ગુજરાત રાજ્ય.

સરનામું : ૧ ડો માળ, સ્વર્ણિમ સંકુલ - ૧, નવા સચિવાલય, ગાંધીનગર - ૩૮૨૦૧૦.

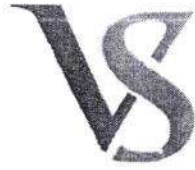
૨. શ્રી ભુપેન્દ્રભાઈ પટેલ, માન. મુખ્યમંત્રીશ્રી, ગુજરાત રાજ્ય.

સરનામું : ૩ જો માળ, નવા સચિવાલય, સ્વર્ણિમ સંકુલ - ૧, સેક્ટર ૧૦, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૦.

૩. ડાયરેક્ટરશ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી - GEDA, ગાંધીનગર, ગુજરાત.

સરનામું : ૪ ડો માળ, બ્લોક નં ૧૧ & ૧૨, ઉદ્યોગ ભવન, સેક્ટર - ૧૧, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૩.

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# VINOD Spinners Pvt. Ltd.

તારીખ: 30/08/2024

P.S.E.P.D  
No. P-438  
Date 4 MAY 2024

3 MAY 2024  
B1  
2425

શ્રીમતી મમતા વર્મા, IAS,  
પ્રિન્સિપાલ સેક્રેટરી,  
બ્લોક-પ, પ મો માળ,  
સરદાર ભવન, સચિવાલય,  
ગાંધીનગર, ગુજરાત - ૩૮૨ ૦૧૦.

04 MAY 2024

વિષય: ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અને GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાઇબ્રીડ ના નવા ટેરિફ ઓર્ડર માં આપેલ ક્ષતિ ને સુધારવા બાબત.

રેફરન્સ: ૧. ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩

૨. GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાઇબ્રીડ ટેરિફ ઓર્ડર ૨૦૨૪

સવિનય સાથે ઉપરોક્ત વિષયના અનુસંધાને જણાવવાનું કે અમો **વિનોદ સ્પિનર્સ પ્રાઇવેટ લિમિટેડ** વતી આપને જણાવવા માંગીએ છીએ કે ગુજરાત રિન્યુએબલ એનર્જી પોલિસી ૨૦૨૩ અંતર્ગત ગુજરાત સરકાર રિન્યુએબલ પ્રોજેક્ટોને પ્રોત્સાહન આપી અને વધુમાં વધુ MSMEs ઉદ્યોગો લાભ લઈ શકે અને પવન ઉર્જા અને સૂર્ય ઉર્જા ક્ષેત્રમાં વધુ પડતું યોગદાન કરી અને ગુજરાત તથા દેશને ઝીરો કાર્બન બનાવવા માટે પહેલ કરે તે પ્રમાણેની જોગવાઈ આપેલ છે. જે માટે અમો આપનો આભાર વ્યક્ત કરીએ છીએ પરંતુ GERC RE રેગ્યુલેશન્સ ૨૦૨૪ અંતર્ગત વિન્ડ સોલાર હાઇબ્રીડ ના નવા ટેરિફ ઓર્ડર પ્રમાણે કનેક્ટિવિટી જેના નામ પર હોય તેના જ નામ પર ઉચ્ચવપર પરમિશન મળી શકશે, જેથી નાના ઉદ્યોગકારો આ સુવિધા થી વંચિત રહી જશે.

હકીકતમાં, પહેલા જુના ટેરિફ ઓર્ડર પ્રમાણે કોઈ એક ઉચ્ચવપર કનેક્ટીવિટી લે અને આપના વિન્ડ કે વિન્ડ સોલાર હાઇબ્રીડ પાર્ક બનાવે અને નાના ઉદ્યોગકારોને કેપેસિટી ટ્રાન્સફર કરી આપે જેથી તમામ નાના ઉદ્યોગકારો ને કેપ્ટીવ યુઝ માટે આનો લાભ મળતા હતાં પરંતુ આ એક નવા ઉમેરાયેલા નિયમ થી આ લાભ મળતો અંધ થઈ જશે તેમજ નાના ઉદ્યોગકારો કેપ્ટીવ યુઝ માટે આ રીતે કનેક્ટિવિટી પણ નહીં મળી શકે.

કનેક્ટિવિટી લેવા માટે કોઈ પણ અરજદારને ફાઈનાન્સીઅલ સ્ટ્રેન્ટી તેમજ જમીન પણ બતાવવી પડે છે તેમજ કઈ સાર્ટિટ પર સારી વિન્ડ મળશે તેનું એનાલિસિસ પણ કરવું પડે છે જે અમારી કમતા ની બહાર છે. પહેલા આ બધું જ ઉચ્ચવપર દ્વારા કામ કરવામાં આવતું હતું અને તે સાર્ટિટ ઓફર કરતા હતા જેમાં જમીન અને વિન્ડ મેઝરમેન્ટ અને ની ખાતરી કર્યા બાદ જ ઉચ્ચવપર સાર્ટિટ ઓફર કરતા હતા જેથી અમો દ્વારા તે સાર્ટિટ પર વિન્ડ કે વિન્ડ સોલાર હાઇબ્રીડ પ્રોજેક્ટ કરવો કે નહીં તે એકદમ સરળ થઈ જતું હતું.

વધુમાં, કોઈ પણ વિન્ડ ટર્બાઈન મેનુફેક્ચરર કોઈ એકલ ટોકલ ટર્બાઈન માટે ભાવ પણ નથી આપતા કે સાર્ટિટ પણ નથી ઉચ્ચવપર કરતા કારણ કે વિન્ડ ટર્બાઈન ની સાર્ટિટની જાળવણી કરવા માટે ખુબ જ અનુભવવાળી ટિમ ની જરૂર હોય છે જે ઉચ્ચવપર દ્વારા પુરી પાડવામાં આવે છે અને પ્રોજેક્ટ ની લાઈફટાઈમ જાળવણી સરળ થઈ શકે છે. પરંતુ આ નવા નિયમ દ્વારા હવે અમોએ ડાયરેક્ટ કનેક્ટિવિટી માટે એપ્લાય કરવું અને પછી તે માટે ઉચ્ચવપર ને સાર્ટિટ કરવા માટે ઓર્ડર આપવો એક રીતે ખર્ચાળ અને અત્યંત દુવિધા જનક છે. કેમ કે એક ઉદાહરણ તરીકે જો અમો કનેક્ટીવિટી માટે એપ્લાય કરીએ અને ગેટકો દ્વારા જો અમોને ૩ MW ની કનેક્ટીવિટી આપવામાં આવે તો પછી અમો વિન્ડ ટર્બાઈન વાળા પાસે ટર્બાઈનનું કોસ્ટીંગ માંગતા અમોને હાથે સાર્ટિટ નું કોસ્ટીંગ મળશે કેમ કે કોઈ પણ વિન્ડ ટર્બાઈન મેનુફેક્ચરર એક ટર્બાઈન નું મેન્ટેનન્સ કરવા માટે તૈયાર જ નહીં થાય તેમજ એક રીતે જોતા તેનું કન્સ્ટ્રક્શન મોનીટરીંગ કરવા માટે પણ વધુ કોસ્ટીંગ લાગશે જે ઉચ્ચવપર વાળા પાર્ક માં એક સાથે ઘણા પ્રથા ટર્બાઈન નું મેન્ટેનન્સ થતું હોવાથી એક રીતે વાજબી તેમજ સ્પેર અને કન્સ્ટ્રક્શન ને જોતા પણ એકંદરે એ સીધું, સસ્તું અને સરળ પડશે.

તો આ એક જટિલ સમસ્યા હોય આ વિષય ને ધ્યાનમાં લઈ જુના ટેરિફ ઓર્ડર અથવા તો જે પ્રમાણે GEDA ની એમુડ પ્રોસેસ પ્રમાણે જ ઉચ્ચવપર પરમિશન સાથે ટ્રાન્સફર પરમિશન ની જોગવાઈ કાયમ કરી અમારી અરજીને અનુરૂપ યોગ્ય કરવા વિનંતી.

Shri Dhires / PLS.  
DWP / examine

S/B-1  
BS  
P/S

Office: 114, New Cloth Market, Ahmedabad-380002. (INDIA) Tel.: 079-22169561

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એજ લિ.

વતી, વિનોદ સ્પિનર્સ પ્રાઇવેટ લિમિટેડ

FOR, VINOD SPINNERS PVT. LTD.

  
DIRECTOR

નકલ રવાનાં :-

૧. શ્રી કનુભાઈ દેસાઈ, માન મંત્રીશ્રી, ઉર્જા અને પેટ્રો વિભાગ, ગુજરાત રાજ્ય  
સરનામું: ૧ લો માળ, સ્વર્ણિમ સંકુલ - ૧, નવા સચિવાલય, ગાંધીનગર - ૩૮૨૦૧૦.

૨. શ્રી ભુપેન્દ્રભાઈ પટેલ, માન મુખ્યમંત્રીશ્રી, ગુજરાત રાજ્ય  
સરનામું: ૩ જો માળ, નવા સચિવાલય, સ્વર્ણિમ સંકુલ - ૧, સેક્ટર ૧૦, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૦.

૩. ડાયરેક્ટરશ્રી, ગુજરાત ઉર્જા વિકાસ એજન્સી - GEDA, ગાંધીનગર, ગુજરાત  
સરનામું: ૪ થો માળ, બ્લોક નં ૧૧ & ૧૨, ઉદ્યોગ ભવન, સેક્ટર - ૧૧, ગાંધીનગર, ગુજરાત - ૩૮૨૦૧૭.

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# DISTRIBUTED SOLAR POWER ASSOCIATION

DISPA  
DISTRIBUTED SOLAR POWER ASSOCIATION

Reference: DISPA/EPD/RE/2023-24/001

Date: 23/04/2024

To,  
Principal Secretary,  
Energy & Petrochemicals Department,  
Block No. 5, 5th Floor,  
Sachivalaya, Gandhinagar.

30 APR 2024  
B1 - 2263

Subj: Removal of difficulty in the development of the Wind Solar Hybrid Power Projects in the state of Gujarat under Open Access under the Gujarat Renewable Energy Policy 2023 and GERC RE Regulations 2024. - Reg.

Ref:

1. "Gujarat Renewable Energy Policy 2023" vide G.R. No. REN/a-fite/20/ 2023/ 0476/B1 dated 04.10 2023.
2. GEDA Executive Procedure / guideline for implementation of Gujarat Renewable Energy Policy 2023 vide letter no. EPCD/0152/12/2023 dated 14/12/2023.

Respected Madam,

Through this letter we wish to present to you the difficulty the consumers and developers are facing in the setting of Renewable Energy Power Projects in the state of Gujarat on account of conflicting provisions for the permissions and agreement between policy and the regulations. We would also like to discuss and present the relevant provisions of the Electricity Act - 2003 which may be adopted by the EPD in the executing procedure / guideline for the implementation of Gujarat Renewable Energy Policy 2003 to remove the difficulty on account of the conflicting provisions of the policy and the regulations so that both of them can be honoured.

Before making submissions on the provisions the undersigned would like to produce some merits:

1. The Energy and Petrochemical Department and Honourable GERC showed their concerned on two key matters viz. i) Cornering of Capacities and ii) Trading of Capacities by non-serious developers.
2. To overcome the same the hon'ble GERC made some reforms in the grant of connectivity regulations introducing some stringent conditions like increasing of application fee, performance bank guarantee and requirement of minimum 50% of the land in possession for the grant of stage-II connectivity along with milestone based achievements to retain the connectivity so that serious and desirous applicants and developers can only secure connectivity.
3. With the same only financially sound, desirous, meritorious and serious developers approached and secured the connectivity due to which the allocation vs. achievement percentage increased significantly in a time bound manner.

SO/B-1  
P.S.  
23/4

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4. Concept of Developers and Transfer Permissions:  
The Energy and Petrochemical Department introduced the concept of Developer and Transfer Permissions for:
  - i. Optimum utilization of resources of Utilities.
  - ii. Achieving of Economies of scale by joint development.
  - iii. Ease of doing business.
  
5. It is submitted that if the provision of the developer and transferee is removed every consumer / project has to apply for individual connectivity and leading to either under utilization of the capacity of each bay available at substation and / or have n-number of separate transmission lines going in the state which has its own technical difficulties and nuisance to the society and entire eco-system.
  
6. If the Transfer Permissions are prohibited, only very large industries with significantly high power consumption will only be benefited or be eligible to avail renewable energy for their growth and comparatively smaller industries will remain deprived from the same which will be a discrimination to them.
  
7. Further, it is the need of the hour that every size of industrial and commercial consumer in the sector gets a fair and equal chance for their bit of sustainability compliance for their growth which will ultimately lead to the socio-economic development and growth of the society, the state and the entire nation at large.
  
8. Under the Developer and Transfer Provisions the "Generating Company" under the provision of the Electricity Act applies and secures connectivity which is defined as "any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person, which owns or operates or maintains a generating station,  
  
Further, the "Generating Stations" as per the provisions of Electricity Act which is defined as: "any station for generating electricity, including any building and plant with step-up transformer....." apply for the transfer permission for the purpose of grant of Open Access and Wheeling and Banking of Power.
  
9. The Electricity Act 2003 further states that:  
Any generating company may *establish, operate and maintain* a generating station without obtaining a license under the Electricity Act if it complies with the technical standards relating to connectivity with the grid referred to in clause (b) of section 73.
  
10. Further in the existing provisions such "*generating stations*" were provided with the transfer permissions and were called as "transferee", to enable respective consumers to enter into STOA/MTOA/LTOA and Wheeling and Banking Agreements with utilities.
  
11. In line with the provisions of the Electricity Act and the EPD guidelines the role of the Generating Company remains as: "to establish or operate or maintain the generating station, tie-line, sub-stations and dedicated transmission lines connected herewith, in accordance with the provisions of the Electricity Act or the rules or regulations.

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**DiSPA**  
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12. Thus, a "Generating Station" within the "Generating Company" is the entity which can enter into LTOA and WBA unless the generating company itself is the generating station where as per existing provisions no transfer permission was required.

13. Thus, it is submitted that even if the hon'ble GERC in their tariff order has stated that:

*"It is also necessary to ensure that the physical connectivity of Solar-Wind and Storage, if any, Hybrid Power Project with grid is granted to the same person/generating company in whose name the connectivity is approved / sanctioned and also the transmission and/or wheeling agreement is signed with the same person/generating company as a party to the agreement in whose name the connectivity is granted"*

14. Since the electricity act categorically provides that:

- i. A generating company can have multiple generating stations which may be owned or operated or maintained by the generating company.
- ii. A generating station may not require any separate license to operate.
- iii. The supply of electricity from the captive generating plant through the grid shall be regulated in the same manner as the generating station of a generating company.

**In lieu of the same it is humbly submitted that:**

In continuation with the provision of the GERC Tariff order a generating station within the generating company may also be allowed to be treated as separate entity and sign the LTOA and WBA with their respective consumers. Provided that the generating station is established or operated or maintained by the said generating company which has secured the principle connectivity without the need of any transfer of the connectivity.

We are hopeful that you will find merits in the same and in the larger interest of the growth of the sector, industries and public at large we are hopeful that your good office on behalf of Government of Gujarat will provide following provisions.

Thanking you  
For Distributed Solar Power Association



Vidisha Dubey Srivastava  
General Manager  
Ph:727200615824  
Email: contact@dispa.co.in

|   |  |
|---|--|
| <p>Gujarat Renewable Energy Policy 2023 announced 04/10/2023.<br/>Point of 5 (11) the definition of "Project Developer / RE Project Developer"</p>  | <p>GERC Order 1 of 2024 declared on 29/02/2024.<br/>Clause no. 3.10 (C) of the GERC order</p>  |
| <p><i>Project Developer / RE Project Developer" shall mean an entity that makes investment for setting up solar or wind or wind-solar hybrid power project for the purpose of generation of electricity. Provided further that in case of wind Power Projects and also Wind-Solar Hybrid Power Projects wherein the development of project is being undertaken by an entity with requisite infrastructure in terms of land, internal roads, pooling sub-station, dedicated transmission line upto grid substation etc. and thereafter the project is transferred by such entity to another entity(ies), the RE project developer in such cases for the period upto transfer of project, shall mean the transferor entity and after the transfer of project shall mean the transferee entity who owns and operates the project for end use of energy generated from such project or part(s) thereof. Commissioning of projects connected with the State Grid will be undertaken on execution of Wheeling Agreement / Power Purchase Agreement with DISCOM or consumer(s)."</i></p> | <p><i>It is also necessary to ensure that the physical connectivity of Solar-Wind and Storage, if any, Hybrid Power Project with grid is granted to the same person/generating company in whose name the connectivity is approved / sanctioned and also the transmission and/or wheeling agreement is signed with the same person/generating company as a party to the agreement in whose name the connectivity is granted. The commissioning of the project shall be allowed by GEDA, DISCOMs and/or GETCO representative by verifying that such RE generators has complied with the provisions of CEA's Connectivity Standard Regulations and obtained ALMM certificate, if applicable and it shall be recorded in Commissioning Certificate during the inspection and commissioning activities.</i></p> |

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रजिस्ट्री सं. डी.एल.-33004/2003

REGISTERED NO. DL-33004/2003



# भारत का राजपत्र The Gazette of India

असाधारण  
EXTRAORDINARY  
भाग II — खण्ड 1  
PART II — Section 1  
प्रधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 39]  
No. 39]

नई दिल्ली, सोमवार, जून 2, 2003 / ज्येष्ठ 12, 1925  
NEW DELHI, MONDAY, JUNE 2, 2003 / JYAISTHA 12, 1925

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।  
Separate paging is given to this Part in order that it may be filed as a separate compilation.

**MINISTRY OF LAW AND JUSTICE**  
(Legislative Department)

*New Delhi, the 2nd June, 2003/Jyaistha 12, 1925(Saka)*

The following Act of Parliament received the assent of the President on the 26th May, 2003, and is hereby published for general information :—

**THE ELECTRICITY ACT, 2003**  
[No. 36 of 2003]

[26th May, 2003]

An Act to consolidate the laws relating to generation, transmission, distribution, trading and use of electricity and generally for taking measures conducive to development of electricity industry, promoting competition therein, protecting interest of consumers and supply of electricity to all areas, rationalisation of electricity tariff, ensuring transparent policies regarding subsidies, promotion of efficient and environmentally benign policies, constitution of Central Electricity Authority, Regulatory Commissions and establishment of Appellate Tribunal and for matters connected therewith or incidental thereto.

**THE ELECTRICITY ACT, 2003**  
[No. 36 OF 2003]

*An Act to consolidate the laws relating to generation, transmission, distribution, trading and use of electricity and generally for taking measures conducive to development of electricity industry, promoting competition therein, protecting interest of consumers and supply of electricity to all areas, rationalisation of electricity tariff, ensuring transparent policies regarding subsidies, promotion of efficient and environmentally benign policies constitution of Central Electricity Authority, Regulatory Commissions and establishment of Appellate Tribunal*

commencement of this Act, under sub-section (1) of section 5 of the Electricity (Supply) Act, 1948;

- (8) "Captive generating plant" means a power plant set up by any person to generate electricity primarily for his own use and includes a power plant set up by any co-operative society or association of persons for generating electricity primarily for use of members of such co-operative society or association;
- (9) "Central Commission" means the Central Electricity Regulatory Commission referred to in sub-section (1) of section 76;
- (10) "Central Transmission Utility" means any Government company which the Central Government may notify under sub-section (1) of section 38;
- (11) "Chairperson" means the Chairperson of the Authority or Appropriate Commission or the Appellate Tribunal as the case may be;
- (12) "Cogeneration" means a process which simultaneously produces two or more forms of useful energy (including electricity);
- (13) "company" means a company formed and registered under the Companies Act, 1956 and includes any body corporate under a Central, State or Provincial Act;
- (14) "conservation" means any reduction in consumption of electricity as a result of increase in the efficiency in supply and use of electricity;
- (15) "consumer" means any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;
- (16) "Dedicated Transmission Lines" means any electric supply line for point to point transmission which are required for the purpose of connecting electric lines or electric plants of a captive generating plant referred to in section 9 or generating station referred to in section 10 to any transmission lines or sub-stations or generating stations or the load centre, as the case may be;
- (17) "distribution licensee" means a licensee authorised to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply;
- (18) "distributing main" means the portion of any main with which a service line is, or is intended to be, immediately connected;
- (19) "distribution system" means the system of wires and associated facilities between the delivery points on the transmission lines or the generating station connection and the point of connection to the installation of the consumers;
- (20) "electric line" means any line which is used for carrying electricity for any purpose and includes
  - (a) any support for any such line, that is to say, any structure, tower, pole or other thing in, on, by or from which any such line is, or may be, supported, carried or suspended; and

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- (b) any apparatus connected to any such line for the purpose of carrying electricity;
- (21) "Electrical Inspector" means a person appointed as such by the Appropriate Government under sub-section (1) of section 162 and also includes Chief Electrical Inspector;
- (22) "electrical plant" means any plant, equipment, apparatus or appliance or any part thereof used for, or connected with, the generation, transmission, distribution or supply of electricity but does not include-
  - (a) an electric line; or
  - (b) a meter used for ascertaining the quantity of electricity supplied to any premises; or
  - (c) an electrical equipment, apparatus or appliance under the control of a consumer;
- (23) "electricity" means electrical energy-
  - (a) generated, transmitted, supplied or traded for any purpose; or
  - (b) used for any purpose except the transmission of a message;
- (24) "Electricity Supply Code" means the Electricity Supply Code specified under section 50;
- (25) "electricity system" means a system under the control of a generating company or licensee, as the case may be, having one or more -
  - (a) generating stations; or
  - (b) transmission lines; or
  - (c) electric lines and sub-stations;

and when used in the context of a State or the Union, the entire electricity system within the territories thereof;
- (26) "electricity trader" means a person who has been granted a licence to undertake trading in electricity under section 12;
- (27) "franchisee" means a person authorised by a distribution licensee to distribute electricity on its behalf in a particular area within his area of supply;
- (28) "generating company" means any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person, which owns or operates or maintains a generating station;
- (29) "generate" means to produce electricity from a generating station for the purpose of giving supply to any premises or enabling a supply to be so given;
- (30) "generating station" or "station" means any station for generating electricity, including any building and plant with step-up transformer, switch yard, switch-gear, cables or other appurtenant equipment, if any used for that purpose and the site thereof, a site intended to be used for a generating station, and any building used for housing the operating staff of a generating station, and where electricity is

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operating staff of a generating station, and where electricity is generated by water-power, includes penstocks, head and tail works, main and regulating reservoirs, dams and other hydraulic works, but does not in any case include any sub-station;

- (31) "Government company" shall have the meaning assigned to it in section 617 of the Companies Act, 1956;
- (32) "grid" means the high voltage backbone system of inter-connected transmission lines, sub-stations and generating plants;
- (33) "Grid Code" means the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of section 79;
- (34) "Grid Standards" means the Grid Standards specified under clause (d) of section 73 by the Authority;
- (35) "high voltage line" means an electric line or cable of a nominal voltage as may be specified by the Authority from time to time;
- (36) "inter-State transmission system" includes -
- (i) any system for the conveyance of electricity by means of main transmission line from the territory of one State to another State;
  - (ii) the conveyance of electricity across the territory of an intervening State as well as conveyance within the State which is incidental to such inter-State transmission of electricity;
  - (iii) the transmission of electricity within the territory of a State on a system built, owned, operated, maintained or controlled by Central Transmission Utility.
- (37) "intra -State transmission system" means any system for transmission of electricity other than an inter-State transmission system;
- (38) "licence" means a licence granted under section 14;
- (39) "licensee" means a person who has been granted a licence under section 14;
- (40) "line" means any wire, cable, tube, pipe, insulator, conductor or other similar thing (including its casing or coating) which is designed or adapted for use in carrying electricity and includes any line which surrounds or supports, or is surrounded or supported by or is installed in close proximity to, or is supported, carried or suspended in association with, any such line;
- (41) "local authority" means any Nagar Panchayat, Municipal Council, municipal corporation, panchayat constituted at the village, intermediate and district levels, body or port commissioners or other authority legally entitled to, or entrusted by the Union or any State Government with, the control or management of any area or local fund;
- (42) "main" means any electric supply line through which electricity is, or is intended to be, supplied;
- (43) "Member" means the Member of the Appropriate Commission or Authority or Joint Commission, or the Appellate Tribunal, as the case

may be, and includes the Chairperson of such Commission or Authority or appellate tribunal:

- (44) "National Electricity Plan" means the National Electricity Plan notified under sub-section (4) of section 3;
- (45) "National Load Despatch Centre" means the Centre established under sub-section (1) of section 26;
- (46) "notification" means notification published in the Official Gazette and the expression "notify" shall be construed accordingly;
- (47) "open access" means the non-discriminatory provision for the use of transmission lines or distribution system or associated facilities with such lines or system by any licensee or consumer or a person engaged in generation in accordance with the regulations specified by the Appropriate Commission;
- (48) "overhead line" means an electric line which is placed above the ground and in the open air but does not include live rails of a traction system;
- (49) "person" shall include any company or body corporate or association or body of individuals, whether incorporated or not, or artificial juridical person;
- (50) "power system" means all aspects of generation, transmission, distribution and supply of electricity and includes one or more of the following, namely:-
- (a) generating stations;
  - (b) transmission or main transmission lines;
  - (c) sub-stations;
  - (d) tie-lines;
  - (e) load despatch activities;
  - (f) mains or distribution mains;
  - (g) electric supply-lines;
  - (h) overhead lines;
  - (i) service lines;
  - (j) works;
- (51) "premises" includes any land, building or structure;
- (52) "prescribed" means prescribed by rules made by the Appropriate Government under this Act;

- (53) "public lamp" means an electric lamp used for the lighting of any street;
- (54) "real time operation" means action to be taken at a given time at which information about the electricity system is made available to the concerned Load Despatch Centre;
- (55) "Regional Power Committee" means a committee established by resolution by the Central Government for a specified region for facilitating the integrated operation of the power systems in that region;
- (56) "Regional Load Despatch Centre" means the centre established under sub-section (1) of section 27;
- (57) "regulations" means regulations made under this Act;
- (58) "repealed laws" means the Indian Electricity Act, 1910, the Electricity (Supply) Act, 1948 and the Electricity Regulatory Commissions Act, 1998 repealed by section 185; 9 of 1910  
54 of 1948  
14 of 1998
- (59) "rules" means rules made under this Act;
- (60) "schedule" means the schedule to this Act;
- (61) "service-line" means any electric supply line through which electricity is, or is intended to be, supplied -
- (a) to a single consumer either from a distributing main or immediately from the Distribution Licensee's premises; or
  - (b) from a distributing main to a group of consumers on the same premises or on contiguous premises supplied from the same point of the distributing main;
- (62) "specified" means specified by regulations made by the Appropriate Commission or the Authority, as the case may be, under this Act;
- (63) "stand alone system" means the electricity system set up to generate power and distribute electricity in a specified area without connection to the grid;
- (64) "State Commission" means the State Electricity Regulatory Commission constituted under sub-section (1) of section 82 and includes a Joint Commission constituted under sub-section (1) of section 83;
- (65) "State Grid Code" means the State Grid Code referred under clause (h) of sub-section (1) of section 86;
- (66) "State Load Despatch Centre" means the centre established under sub-section (1) of section 31;
- (67) "State Transmission Utility" means the Board or the Government company specified as such by the State Government under sub-section (1) of section 39;
- (68) "street" includes any way, road, lane, square, court, alley, passage or open space, whether a thoroughfare or not, over which the public have a right of way, and also the roadway and footway over any public bridge or causeway;
- (69) "sub-station" means a station for transforming or converting electricity for the transmission or distribution thereof and includes transformers.

converters, switchgears, capacitors, synchronous condensers, structures, cable and other appurtenant equipment and any buildings used for that purpose and the site thereof;

- (70) "supply", in relation to electricity, means the sale of electricity to a licensee or consumer;
- (71) "trading" means purchase of electricity for resale thereof and the expression "trade" shall be construed accordingly;
- (72) "transmission lines" means all high pressure cables and overhead lines (not being an essential part of the distribution system of a licensee) transmitting electricity from a generating station to another generating station or a sub-station, together with any step-up and step-down transformers, switch-gear and other works necessary to and used for the control of such cables or overhead lines, and such buildings or part thereof as may be required to accommodate such transformers, switch-gear and other works;
- (73) "transmission licensee" means a licensee authorised to establish or operate transmission lines;
- (74) "transmit" means conveyance of electricity by means of transmission lines and the expression "transmission" shall be construed accordingly;
- (75) "utility" means the electric lines or electrical plant, and includes all lands, buildings, works and materials attached thereto belonging to any person acting as a generating company or licensee under the provisions of this Act;
- (76) "wheeling" means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62;
- (77) "works" includes electric line, and any building, plant, machinery, apparatus and any other thing of whatever description required to transmit, distribute or supply electricity to the public and to carry into effect the objects of a licence or sanction granted under this Act or any other law for the time being in force.

## PART II

### NATIONAL ELECTRICITY POLICY AND PLAN

National  
Electricity Policy  
and Plan

3. (1) The Central Government shall, from time to time, prepare the national electricity policy and tariff policy, in consultation with the State Governments and the Authority for development of the power system based on optimal utilisation of resources such as coal, natural gas, nuclear substances or materials, hydro and renewable sources of energy.
- (2) The Central Government shall publish National Electricity Policy and tariff policy from time to time.
- (3) The Central Government may, from time to time, in consultation with the State Governments and the Authority, review or revise, the National Electricity Policy and tariff policy referred to in sub-section (1).
- (4) The Authority shall prepare a National Electricity Plan in accordance with the National Electricity Policy and notify such plan once in five years:

Provided that the Authority in preparing the National Electricity Plan shall publish the draft National Electricity Plan and invite suggestions and objections thereon from licensees, generating companies and the public within such time as may be prescribed:

Provided further that the Authority shall -

- (a) notify the plan after obtaining the approval of the Central Government;
- (b) revise the plan incorporating therein the directions, if any, given by the Central Government while granting approval under clause (a).

(5) The Authority may review or revise the National Electricity Plan in accordance with the National Electricity Policy.

National policy on stand alone systems for rural areas and non-conventional energy systems.

4. The Central Government shall, after consultation with the State Governments, prepare and notify a national policy, permitting stand alone systems (including those based on renewable sources of energy and non-conventional sources of energy) for rural areas.

National policy on electrification and local distribution in rural areas.

5. The Central Government shall also formulate a national policy, in consultation with the State Governments and the State Commissions, for rural electrification and for bulk purchase of power and management of local distribution in rural areas through Panchayat Institutions, users' associations, co-operative societies, non-Governmental organisations or franchisees.

Obligations to supply electricity to rural areas.

6. The Appropriate Government shall endeavour to supply electricity to all areas including villages and hamlets.

PART III

GENERATION OF ELECTRICITY

Generating Company and requirement for setting up of generating station

7. Any generating company may establish, operate and maintain a generating station without obtaining a licence under this Act if it complies with the technical standards relating to connectivity with the grid referred to in clause (b) of section 73.

Hydro-electric generation

8. (1) Notwithstanding anything contained in section 7, any generating company intending to set-up a hydro-generating station shall prepare and submit to the Authority for its concurrence, a scheme estimated to involve a capital expenditure exceeding such sum, as may be fixed by the Central Government, from time to time, by notification.

(2) The Authority shall, before concurring in any scheme submitted to it under sub-section (1) have particular regard to, whether or not in its opinion,-

(a) the proposed river-works will prejudice the prospects for the best ultimate development of the river or its tributaries for power generation, consistent with the requirements of drinking water, irrigation, navigation, flood-control, or other public purposes, and for this purpose the Authority shall satisfy itself, after consultation with the State Government, the Central Government, or such other agencies as it may deem appropriate, that an adequate study has been made of the optimum location of dams and other river-works;

(b) the proposed scheme meets, the norms regarding dam design and safety.

(3) Where a multi-purpose scheme for the development of any river in any region is in operation, the State Government and the generating company shall co-ordinate their activities with the activities of the person responsible for such scheme in so far as they are inter-related.

Captive  
Generation

9. (1) Notwithstanding anything contained in this Act, a person may construct, maintain or operate a captive generating plant and dedicated transmission lines:

Provided that the supply of electricity from the captive generating plant through the grid shall be regulated in the same manner as the generating station of a generating company.

(2) Every person, who has constructed a captive generating plant and maintains and operates such plant, shall have the right to open access for the purposes of carrying electricity from his captive generating plant to the destination of his use:

Provided that such open access shall be subject to availability of adequate transmission facility and such availability of transmission facility shall be determined by the Central Transmission Utility or the State Transmission Utility, as the case may be:

Provided further that any dispute regarding the availability of transmission facility shall be adjudicated upon by the Appropriate Commission.

Duties of  
Generating  
Companies

10. (1) Subject to the provisions of this Act, the duties of a generating company shall be to establish, operate and maintain generating stations, tie-lines, sub-stations and dedicated transmission lines connected therewith in accordance with the provisions of this Act or the rules or regulations made thereunder.

(2) A generating company may supply electricity to any licensee in accordance with this Act and the rules and regulations made thereunder and may, subject to the regulations made under sub-section (2) of section 42, supply electricity to any consumer.

(3) Every generating company shall -

(a) submit technical details regarding its generating stations to the Appropriate Commission and the Authority;

(b) co-ordinate with the Central Transmission Utility or the State Transmission Utility, as the case may be, for transmission of the electricity generated by it.

Direction to  
generating  
companies

11. (1) The Appropriate Government may specify that a generating company shall, in extraordinary circumstances operate and maintain any generating station in accordance with the directions of that Government.

Explanation. - For the purposes of this section, the expression "extraordinary circumstances" means circumstances arising out of threat to security of the State, public order or a natural calamity or such other circumstances arising in the public interest.

(2) The Appropriate Commission may offset the adverse financial impact of the directions referred to in sub-section (1) on any generating company in such manner as it considers appropriate.

all  
T. S. D.  
20/07/24

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**GUJARAT ELECTRICITY REGULATORY COMMISSION**

**GANDHINAGAR**

**Petition No. 2377 of 2024.**

**IN THE MATTER OF:**

Petition under Section 61 (h), 62, 86 (1) (c) and (e) and 181 of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for amendment of the Order No. 1 of 2024 for Tariff Framework for Procurement of Power by Distribution Licensees and others from WindSolar Hybrid Power Projects including Storage, if any, for the State of Gujarat and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023.

**AND IN THE MATTER OF:**

Gujarat Energy Transmission Corporation Limited  
Sardar Patel Vidyut Bhavan ,  
Race Course,  
Gujarat, Vadodara -390007

PETITIONER

VERSUS

Madhya Gujarat Vij Company Limited  
Uttar Gujarat Vij Company Limited  
Paschim Gujarat Vij Company Limited  
Dakshin Gujarat Vij Company Limited  
Torrent Power Limited  
MPSEZ Utilities Limited  
Deendayal Port Trust  
Aspen Park Vadodara Pvt. Limited  
Jubilant Infrastructure Limited  
GIFT Power Company Limited

RESPONDENT

|   |                 |
|---|-----------------|
|  | <b>G.E.R.C.</b> |
| Inward No.:   | 3654            |
| Date:   | 17 AUG 2024     |

*[Handwritten Signature]*

**In compliance to the instruction passed-on by Hon'ble Commission vide daily order dated 09.08.2024**

Petitioner has filed Miscellaneous Petition under Section 61 (h), 62, 86 (1) (c) and (e) and 181 of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for amendment of the Order No. 1 of 2024 for Tariff Framework for Procurement of Power by Distribution Licensees and others from WindSolar Hybrid Power Projects including Storage, if any, for the State of Gujarat and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023.

Hon'ble Commission vide daily order passed on 09.08.2024 has directed Petitioner to upload the present Petition with all the relevant documents on its website and invite comments and suggestions from the Stakeholders on the Petition on affidavit within 21 days from the date of issue of public notice in two daily Gujarati & one English daily newspapers;

It is humbly submitted that as per the directives of Hon'ble Commission, Petitioner has published public notice in two daily Gujarati Newspaper viz. "Sandesh" & "Gujarat Samachar" on 14.08.2024 and in one daily English Newspaper "Indian Express" on 14.08.2024 for inviting comments / objections / suggestions / views from stakeholders within 04-weeks from the date of issue.

The cutting of the relevant pages of the newspapers dated 14.08.2024 containing the public notice are marked as Annexure and submitted herewith for perusal of the Hon'ble Commission.

It is also submitted that the Petitioner has uploaded the copy of the Petition and IA with relevant documents on its website.







**BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION**

**GANDHINAGAR**

Filing No:

Case No: 2377 of 2024.

|                         |  |
|-------------------------|--|
| <p>IN THE MATTER OF</p> | <p>under Section 61 (h), 62, 86 (1) (c) and (e) and 181 of the Electricity Act, 2003 and other applicable provisions of the Electricity Act, 2003 for amendment of the Order No. 1 of 2024 for Tariff Framework for Procurement of Power by Distribution Licensees and others from WindSolar Hybrid Power Projects including Storage, if any, for the State of Gujarat and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023.</p> |
| <p>AND</p>              |  |
| <p>IN THE MATTER OF</p> | <p>Gujarat Energy Transmission Corporation Limited,<br/>Sardar Patel Vidyut Bhavan,<br/>Race Course, Vadodara 390007<br/>PETITIONER</p>  |

Reg. No. 2773  
Date: 15/08/2024

**Affidavit**

I, Dr. Ashok Kumar J Chavda, son of Mr. Jivrajbhai Chavda, aged 57 years, residing at Vadodara, do hereby solemnly affirm and state as follows:

- I. I am the Chief Engineer (R&C) of the Gujarat Energy Transmission Corporation Limited (GETCO), the Petitioner in the above matter and am duly authorized by the said the Petitioner to make this affidavit.



*(Signature)*



II. I say that the Statements made in the Petition herein above are based on the records maintained in Petitioner Company in the normal course of business and believed by me to be true.

III. I say that the Annexures to the Petition are the true and correct copies.



*[Signature]*  
DEPONENT

VERIFICATION:

Solemnly affirmed at Vadodara on this 16<sup>th</sup> day of August, 2024 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.



*[Signature]*  
(DEPONENT)



Solemnly Affirmed/Declared  
sworn Before me by.....

*[Signature]*  
GIRISH N. THAKKAR  
NOTARY (Govt. of Gujarat)

16/08/2024

My Commission Expires  
on Dt. 26-Feb-2029  
GIRISH N. THAKKAR  
NOTARY (Govt. of Gujarat) INDIA




**ગુજરાત સમાચાર (વડોદરા આવૃત્તિ)**

**ઈ-ટેન્ડર જાહેર નિવિદા સને ૨૦૨૪-૨૫ (ત્રીજી પ્રયત્ન)**  
**ગોધરા વન વિભાગ**  
 નાયબ વન સંરક્ષકશ્રી, ગોધરા(નોર્મલ)ના કાર્યભોગમાં રાજગઢ અને મોરવા(હડક) રેંજમાં મકાન રીપેરીંગ, આરસીસી રોડ, પોઈન્ટીંગ હીવાલ, તાર ફેલ્ડિંગ જેવી સીવીલ વર્કસની કામગીરી કાચ પરવા ઈજારદારો નક્કી કરવા ઓનલાઈન ટેન્ડરો વેબસાઈટ [www.nprocure.com](http://www.nprocure.com) થી માંગવામાં આવેલ છે. શરતો તેમજ ટેન્ડરની તમામ વિગતો ઓનલાઈન મુકેલ છે તો તેનો અભ્યાસ કરી રજૂ કરાવતા ઈજારદારોએ ટેન્ડર ભરવા વિનંતી છે.  
 ગોધરા નાયબ વન સંરક્ષક  
 તા. 10/07/2024 ગોધરા વન વિભાગ  
 ગોધરા  
 (પાલિતી/ગોધરા/૨૮૮/૨૦૨૪)



**PASCHIM GUJARAT VJ COMPANY LIMITED**  
 Regd. & Corporate Office, Laxminagar Rajkot  
 CIN 140101020035042908  
[www.pgvcl.com](http://www.pgvcl.com) <http://guj-epd.gov.in>

**INVITES**  
 પીએલવીસીએલ લેક્ઝની વર્તુળ ક્વેરીઓમાં એપ્રેન્ટિસ લાઈનમેન (તાલીમાથી) ની જગ્યાઓ ભરવા માટેની વિગતવાર જાહેરાત કંપનીની વેબસાઈટ [www.pgvcl.com](http://www.pgvcl.com) પર મુકવામાં આવેલ છે.  
 ઈચ્છુક ઉમેદવારોએ જાહેરાતનો અભ્યાસ કરી તેમા સૂચવ્યા મુજબની કાર્યવાહી કરવી.  
**Add. General Manager (HR)**  
 -In future, any updation / information, related to this recruitment will be displayed on PGVCL website only. Candidates are requested to visit the website for the same.



**ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિમિટેડ (GETCO)**  
 સરદાર પટેલ વિદ્યુત ભવન, રેસકોર્સ-વડોદરા-૩૯૦૦૦૭  
**જાહેર સૂચના**  
 ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિમિટેડ (GETCO) એ ઈલેક્ટ્રિસિટી એક્ટ-૨૦૦૭ અંતર્ગત માનનીય ગુજરાત વિદ્યુત નિયંત્રક આયોગ (GERC) સમક્ષ તેમના તારીખ ૨૨/૦૨/૨૦૨૪ના ઓર્ડર નંબર ૨૩૭૭/૨૦૨૪ કે જે વિન્ડ-સોલર હાઇબ્રિડ પાવર પ્રોજેક્ટ્સ જે બેટરી સંગ્રહ સાથેના તથા તારીખ ૦૭/૦૧/૨૦૨૩ના કનેક્ટિવિટી પ્રક્રિયાના સુધારા માટે ઈલેક્ટ્રિસિટી એક્ટ-૨૦૦૭ લેક્ઝ પીટીશન નંબર: ૨૩૭૭/૨૦૨૪ દાખલ કરી છે.  
 આ સંદર્ભે, નામદાર આયોગ દ્વારા તા.૦૯/૦૮/૨૦૨૪ના આદેશ દ્વારા જેટકોને ઉપરોક્ત અરજી પર સિતપારકો પાસેથી ટિપ્પણીઓ / સૂચનો આમંત્રિત કરતી જાહેર સૂચના જારી કરવાનો નિર્દેશ આપ્યો છે. જેટકો દ્વારા દાખલ કરવામાં આવેલી અરજી તેની વેબસાઈટ [www.getco.gujarat.com](http://www.getco.gujarat.com) પર આર એન્ડ સી વિભાગમાં અપલોડ કરવામાં આવી છે. આથી, અસરકર્તા સિતપારકો / વાંધાદારીઓ એફિડેવિટ પર પાંચ નકલમાં તેમના વાંધા / સૂચનો / ટિપ્પણીઓ સથિત, ગુજરાત વિદ્યુત નિયમનકારી પંચ, દહો માળ, ગિફ્ટ વન, રોડ પ સી, ઝોન ૫, ગિફ્ટ સિટી, ગાંધીનગર-૩૮૨૩૫૫ ને તેમજ એક નકલ જેટકોને આ જાહેર સૂચનાના ૨૧ દિવસની અંદર રજૂ કરવાની રહેશે.  
 તા: ૧૩/૦૮/૨૦૨૪ મુખ્ય ઈજનેર (આર એન્ડ સી)

**અંકલેશ્વર નગરપાલિકા અંકલેશ્વર ટેન્ડર નોટીશ**

અંકલેશ્વર નગરપાલિકા વિસ્તારમાં નીચે મુજબના કામો કરાવવાના હોય તે સે ધરાવતા કોન્ટ્રાક્ટરોએ આ અંગેના ટેન્ડરો જાહેરાત પ્રસિધ્ધ થયેથી દિન-૧૦ સુધીમાં નગરપાલિકા ક્વેરીએમ્પી મેળવી દિન-૧૫ સુધીમાં રજી. પોસ્ટ/સી. પોસ્ટથી પરત કરવાના રહેશે. બીજી વિગતો નગરપાલિકા ક્વેરીના નોટીશ બોર્ડ પર પ્રસિધ્ધ કરેલ છે.

| અ.નં. | કામનું નામ | અંદાજીત રકમ(રૂ.)<br>અ.મની<br>ટેન્ડર ફી |
|-------|------------|--|
|       |            | ૨,૩૭,૧૬૮/-                             |

**ગુજરાત સરકાર**  
**નર્મદા જળસંપત્તિ પાણી પુરવઠા અ**  
**જાહેરનામું નં ૦૧ સને ૨૦**  
**ગુજરાત પાણી અને ગેસ પા**  
**(જમીનમાં વપરાશકારોના હક્ક સંપા**  
**અધિનિયમ-૨૦૦૦**  
**કલમ- ૩ અન્વયે જાહેર**

ગુજરાત સરકાર તરફથી ઉક્ત કામ "એન્જનીયરીંગ, (ઈ.પી.સી) વર્ક ફોર કન્સ્ટ્રક્શન ઓફ લિફ્ટ ઈરીગેશન ટોડીયા રોક (મહી રીવર) ટુ વેરીયસ વિલેજ પોન્ડસ ઓફ એન્ડ ગલતેશ્વર તાલુકા ઈન્કલુડીંગ ઓ એન્ડ એમ ફોર માટે જુદા જુદા વ્યાસની જુદી જુદી પ્રકારની પાઈપો ના મહીસાગર ખેડા તથા અરવલ્લી જિલ્લા ના લુણાવાડા, બ ગલતેશ્વર, ઠાસરા અને બાયડ તાલુકાના જણાવેલ ગામો પસાર કરવાની થાય છે. જે કામગીરી માટે ગુજરાત (જમીનમાંનાં વપરાશકારોના હક્ક સંપાદિત કરવા બાબત હેતુસર ઉપયોગ કરવા માટે જાહેરનામું પ્રસિદ્ધ કરવામાં આથી હિત ધરાવતી વ્યક્તિને ચેતવણી આપવામાં આવે છે માટે આશરે ૧૦ થી ૨૫ મીટર પહોળાઈ અને જરૂરીયા કરવાની થશે. આ કામમાં રોકાયેલ કોઈપણ સરકારી કોઈપણ-ઈજારદારશ્રીને અવરોધરૂપ અથવા અંતરાયર આગામી સમય દરમિયાન પથરેખામાં આવતા સર્વે નંબર કામને અસર થાય તેવી બાંધકામની કોઈ પણ કામગીરી સદરહુ અનુસૂચીમાં વર્ણન કરેલ જમીનમાં હિત ધરાવતી નકલ સમાચારપત્રમાં પ્રસિધ્ધ થયાની તારીખથી ૩૦ વપરાશકારોના હક્ક બાબતે કલમ-(૩)ની પેટા કલમ(૧) કારણો સરકારશ્રીના નં. જ. સં, પા. પુ અને કલ્પસર વિ ૦૭-૨૦૨૪ પત્રકમાંક NWRWSKD/1928/07/20 સત્તા અધિકારીશ્રી તથા કાર્યપાલક ઈજનેરશ્રી, અરવલ્લી અરવલ્લી ને લેખિત માં રજૂ કરવા જણાવવામાં આવે છે

**અનુસૂચી**

**કામનું નામ:** એન્જનીયરીંગ, પ્રોક્યોરમેન્ટ એન્ડ કન્સ્ટ્રક્શન ઓફ લિફ્ટ ઈરીગેશન પાઈપલાઈન પ્રોજેક્ટ ટુ વેરીયસ વિલેજ પોન્ડસ ઓફ કપડવંજ, કઠલાલ, બાલ ઈન્કલુડીંગ ઓ એન્ડ એમ ફોર ૧૦ પરસ' (ફેઝ-૧)

| જિલ્લા  | તાલુકો    | નામ   | સર્વેનંબર/બ્લોકનંબર  |
|---------|-----------|-------|--|
| મહીસાગર | લુણાવાડા  | નમનગર | ૬, ૧૦, ૧૧, ૩૧૨, ૧૨, ૧૪, ૧૩, ૧૫, ૪૩, ૪૪, ૩૨૯/૧, ૩૨૯/૨, ૩૨૯/૩, ૩૨૯/૧, ૩૨૯, ૩૨૭   |
| મહીસાગર | બાલાસિનોર | જનોડ  | ૧૧૩, ૧૧૭, ૧૧૪, ૧૨, ૧૧૧, ૧૧૦, ૧૧૫, ૧૧૧, ૧૦૧, ૧૦૨, ૧૦૩, ૧૦૪, ૧૦૭, ૧૦૬, ૯૨, ૯૩, ૧૭, ૧૮, ૧૯, ૨૦, ૨૧, ૨૫, ૨૬, ૧૬૪, ૧૦૫, ૧૪૧, ૧૪૦, ૧૫૩ |
| મહીસાગર | બાલાસિનોર | ઠાઠી  | ૧૦૫, ૧૦૬, ૧૦૭, ૧૦૮, ૧૦૯, ૯૬, ૯૯, ૧૦૦, ૧૪૪, ૧૪૫, ૧૪૬, ૧૪૭/૧, ૧૪૭/૨  |



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**Dakshin Gujarat Vij Company Limited**  
 CIN U40102GJ2003SGC042909  
**Surat Rural Circle**  
 Opp. Urja Sadan, Nana Varachha Road, Kapodara, Surat 395 006  
 DGVCL Toll Free No. 19123 (or 1800 233 3003)

**Tender Notice**

Tenders are invited for "Construction of Material Storage Shed and other Miscellaneous Civil works with Security Cabin at Kosamba sub-division under KIm Ind. Division" and "ARC for Civil Maintenance work for Execution of mlec. maintenance work for all sub-divisions and Division premises of Kadodara, Vyara and Bardoli Divisions for the year 2024-25". Details are available on <http://www.dgvcl.com> & <http://www.nprocure.com>.

CEO & SE (O&M), Surat Rural Circle, DGVCL.

Install MCCB/ ELCB/ RCCB & Prevent Electric Shocks/ Electrical Accidents

भारत सरकार  
 अंतरिक्ष विभाग  
 इंसरो नानदा क्रोमलखरा  
 महेंद्रगिरि पो. आ. तिमकोलवेनी - 627 133  
 तमिलनाडु भारत  
 दूरभाष : 04637 - 281672/1582/3582  
 फैक्स : 04637 - 281681

Government of India  
 Department of Space  
 ISRO Propulsion  
 Mahendragiri P.O.  
 Tamil Nadu, India  
 Telephone : 0463  
 Fax : 04637 - 281

**शुद्धिपत्र-01 / CORRIGENDUM-01**

कन्याकुमारी, तमिल नाडु में अंतरिक्ष विमान एवं प्रोद्योगिकी पार्क का निर्माण (सिविल, पी.एच., विद्युत आर्डीआरसी/सीएनपी/टीडी/ई-57/एमएनएच/सीएनपी-01/2024-25 दिनांक 11.07.2024) (आवक लिए प्रकाशित पत्रआर्डी अधिसूचना के क्रम में, सिविदा की विक्रय तिथि, 23-08-2024, 23:30 बजे तक या in continuation of the e-NIT notifications published for the work, "Construction of Space (SSTP) at Kanyakumari, Tamil Nadu (Civil, PH, Electrical, Mechanical & AC 57/MW/CMP-01/2024-25 dated, 11.07.2024) (Estimated cost: ₹3616.00 Lakhs) of 23.08.2024, 23:30 hrs.

अधिक जानकारी के लिए देखें/ For further details visit: [www.isro.gov.in/Tenders.html](http://www.isro.gov.in/Tenders.html) (or) [www.isro.gov.in](http://www.isro.gov.in)  
 समुद्र निदेशक

**ON LINE TENDERING  
 ROAD & BUILDING DEPARTMENT  
 Tender Notice No. 07 of 2024-25**

In the name and on behalf of the Governor of Gujarat State, the Executive Engineer, R & B Division, Civil Lines Road, B/H Blood Bank, Godhra - 389001 Dist. PMS. Ph. No (02672) 243421 invites on line tender for Four Bridge Repairing works in SBD form having cost Rs.18.22 lacs to 42.70 Lacs from the Contractors registered in appropriate category.

The Bid document for works will be available on web site <https://rnb.nprocure.com>, up to Dt.21.8.24 up to 12:00 Hrs. & last date of online tender submission Dt.21.8.24 up to 18:00 Hrs. Contractor should submit to this office all bid documents by RPAD on or before from Dt.21.8.24 to 4.9.24 during office hours.

For further particulars please visit above website or contact this office during office hours.  
 (INF/Godhra/292/2024)

**BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, AHMEDABAD**  
 C.P. (CAA)/ 39 (AHM) 2024 connected with  
 C.A. (CAA)/ 29 (AHM) 2024

In the matter of Sections 230 to 232 and other applicable provisions of the Companies Act, 2013 and  
 and  
 in the matter of Scheme of Amalgamation of  
 of  
 Stratatech Mineral Resources Private Limited ("Transferor Company")  
 with  
 Mahan Energen Limited ("Transferee Company")

Stratatech Mineral Resources Private Limited, a private limited company, incorporated under the provisions of the Companies Act, 2013 and having its registered office at Adani Corporate House, Shantigram, Near Valshno Devi Circle, S. G. Highway, Khodiyar, Ahmedabad, Gujarat - 382 421, India.  
 CIN: U14290GJ2019PTC110138

Mahan Energen Limited, a public limited company, incorporated under the provisions of the Companies Act, 1956 and having its registered office at Adani Corporate House, Shantigram, Near Valshno Devi Circle, S. G. Highway, Khodiyar, Gandhinagar, Gujarat - 382 421, India.  
 CIN: U40100GJ2005PLC147690

**NOTICE OF HEARING OF THE PETITION**

A Joint Company Petition under Sections 230-232 and other applicable provisions of the Companies Act, 2013 and other applicable provisions of the Companies Act, 1956 and Scheme of Amalgamation of Stratatech Mineral Resources Private Limited ("Scheme"), was presented by the Petitioner Companies on 13th July 2024, By the Hon'ble National Company Law Tribunal, Ahmedabad Bench ("Hon'ble Tribunal") Joint Company Petition on 26th September 2024 before the Hon'ble Tribunal at 10:30 AM.

Any person desirous of supporting or opposing the said Joint Company Petition should file an affidavit in support of or in opposition to the said Joint Company Petition, with his name and address, so as to reach the Hon'ble Tribunal and the Petitioner Companies' advocate at the address mentioned hereunder, notice of his intention, with his name and address, so as to reach the Hon'ble Tribunal and the Petitioner Companies' advocate at the address mentioned hereunder, notice of his intention, than two (2) days before the date of hearing of the Joint Company Petition fixed by the Hon'ble Tribunal on 26th September 2024. Where such person seeks to oppose the Joint Company Petition, a copy of his affidavit shall be furnished with such notice.

A copy of the Joint Company Petition will be furnished by the Petitioner Companies' advocate at the address mentioned hereunder, requiring the same on payment of the prescribed charges for the same.

Dated: 9.8.2024

Address: Singhi & Co., Advocates & Notary, Singhi House, 1, Magnet Corporate Park, Near Sola Bridge, S.G. Highway, Ahmedabad - 380 059  
 Advocates

**GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED**  
 Sardar Patel Vidyut Bhavan, Race Course, Vadodra-390007  
**GETCO**  
**PUBLIC NOTICE**

Gujarat Energy Transmission Corporation Limited (GETCO) has filed Petition No: 2377 / 2024 before Hon'ble Gujarat Electricity Regulatory Commission (GERC) under provisions of the Electricity Act, 2003 for amendment of the Order No. 1 of 2024 dated 22.02.2024 regarding Tariff Framework for Wind-Solar Hybrid Power Projects including Storage, if any, for the State of Gujarat and Procedure for Grant of Connectivity to Projects based on Renewable Sources to Intra-State Transmission System dated 07.01.2023.

In the matter, Hon'ble GERC vide Order dated 9<sup>th</sup> Aug-2024 has directed GETCO to issue a public notice inviting comments / suggestions from the stakeholders on the above petition.

The petition filed by GETCO is uploaded on its website [www.getcogujarat.com](http://www.getcogujarat.com) in R&C section.

The stakeholders / objectors may file their objections / suggestions / comments in the petition on affidavit in five copies to The Secretary, Gujarat Electricity Regulatory Commission, 6<sup>th</sup> Floor, GIFT ONE, Road 5C, Zone 5, Gift City, Gandhinagar - 382355 with a copy to the petitioner within 21 days time from the date of this public notice.

Date: 13.08.2024 Chief Engineer (R&C)

**JINDAL** **JINDAL WORLDWIDE**  
 Regd. & Corp. Off: "Jindal House", Opp. Smart, Shivrangani Shyamal 132 Ft Ring Road, Satell  
 CIN : L17110GJ1986PLC008942 • Phone : 079-710  
 E-Mail Id: [csjindal@jindaltextiles.com](mailto:csjindal@jindaltextiles.com) • Website : [www.jindal.com](http://www.jindal.com)

STATEMENT OF STANDALONE & CONSOLIDATED UN-AUDITED FINANCIAL STATEMENTS (AS PER REGULATION 33 OF THE SEBI (LODR) REGULATIONS, 2012 AND THE COMPANIES ACT, 2013 AND IND-AS)

Indian Express Date: 14-08-2024