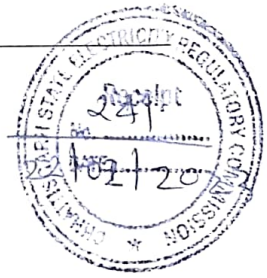
Diary No. is 21-2023_52
Date : 21-02-2023

BEFORE HON'BLE CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION, RAIPUR



PETITION NO. ..23..OF..2023

Chhattisgarh State Power Distribution Company Limited : **Petitioner**

Through Executive Director (RA&PM)
4th Floor, Sewa Bhawan, Dangania,
Raipur, Chhattisgarh – 492013

IN THE MATTER OF :

Filing of the Petition before Hon'ble Chhattisgarh State Electricity Regulatory Commission seeking for approval of draft Power Purchase Agreement for bio-gas based plant developer under section 86(1)(b) of Electricity Act, 2003.

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Petition filing fee detail:-
Amount paid online (IMPS)
Reference I.D- 305217681067
Paid to account- CG state electricity regulatory commission
(32460011000000050)
Date of payment:- 21/02/2023, 17:32:52
Amt : 10,000/-

Petition fee submitted under Sr No. 28(9) of schedule I of CSERC (Fees & Charges) Regulations, 2009.

Re
Executive Engineer (RTSP-II)
O/o Executive Director (RA&PM)
CSPDCL Raipur

BEFORE THE CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION AT RAIPUR

PETITION NO. OF

IN THE MATTER OF:

"Filing of petition before Hon'ble Chhattisgarh State Electricity Regulatory Commission seeking for approval of draft Power Purchase Agreement for bio-gas based plant developer under section 86(1)(b) of Electricity Act, 2003"

Chhattisgarh State Power Distribution Co. Ltd., Raipur ... PETITIONER

1. In context of above, for upcoming bio-gas based plant developer to feed power in the grid of distribution licensee (CSPDCL), it is necessary to make an agreement regarding purchase of power between project developer or the supplier or seller and distribution licensee (CSPDCL).

2. A draft for power purchase agreement for aforesaid purpose has been prepared and put forward for necessary approval from competent authority (Chhattisgarh State Electricity Regulatory Commission).

3. Copy of proposed draft power purchase agreement is being enclosed herewith for early approval after necessary consideration for proper implication of requisite terms & conditions.

PRAYER:

"Subsequent upon going through desired necessity for proper implementation under section 86(1)(b) of Electricity Act 2003, it is being requested to Hon'ble Commission to go through proper consideration of the plea and provide the necessary desired approval for standard PPA in context of grant based bio-gas plant at the earliest".

OIC of the case
Executive Engineer
C/o. The Executive Director (R.A.& P.M.)
C.S.P.D.C.L. Raipur

POWER PURCAHSE AGREEMENT

BETWEEN

M/s ---------- ----------

[Insert name of the Bio Gas Based Plant Developer]

AND

CHHATTISGARH STATE POWER DISTRIBUTION COMPANY LIMITED (CSPDCL)

FOR

PURCHASE OF ----- Kw POWER FROM BIO GAS BASED PLANT BEING SET UP IN VILLAGE---------, TEHSIL--------, DISTT.----------.

[Insert name of the Project Site]

UNDER LONG TERM BASIS FOR A PERIOD OF ---------- YEARS

DATED

….. ……., 20….

Raipur, Chhattisgarh

DRAFT POWER PURCHASE AGREEMENT FOR PURCHASE OF ----- Kw POWER FROM BIO GAS BASED PLANT BEING SET UP IN VILLAGE--------, TEHSIL--------, DISTT.----------.

RECITAL

THIS POWER PURCHASE AGREEMENT (hereinafter referred to as the "**PPA**" or "**Agreement**" or "**the Agreement**" or "**this Agreement**") is made on this ..... day of ....., Two Thousand and Twenty-------.

BETWEEN

The Chhattisgarh State Power Distribution Company Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at **Vidyut Sewa Bhawan, Daganiya, Raipur – 492 013, Chhattisgarh** with CIN No. U40108CT200SGC015822 (hereinafter referred to as "**CSPDCL**" or "**the Licensee**" or "**the Procurer**", which expression shall, unless repugnant to the context or meaning thereof include its successors and permitted assigns) as the **Party of One Part**:

AND

M/s ----------, having its registered office at Village---------, Tehsil----------, Distt.--------.[Insert details of the registered office of the Project Developer] (hereinafter referred to as "**the Supplier**" or "**Project Developer**" or "**Seller**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) as the **Party of the Other Part**.

(The Supplier and the Procurer are individually referred to as "**Party**" and collectively as "**Parties**").

AND WHEREAS:

A. M/s ----------, shall design, finance, build, own, operate and maintain the ---- Kw Bio Gas based power project (hereinafter referred to as the "**Project**" or "**Power Station**") in a land parcel in..... Village------, Tehsil-------, Distt.---------- (hereinafter referred to as the "**Site**") in the State of Chhattisgarh.

B. M/s ---------- having its Registered Office at Village------, Tehsil--------, Distt.-------, (hereinafter referred to as "**the Supplier**" or "**Project Developer**" or "**Seller**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-business and permitted assigns).

C. Whereas, both the Parties have now agreed to sign this Power Purchase Agreement (hereinafter referred to as the "**PPA**" or the "**Agreement**") to set out the detailed provisions and procedures for supply and evacuation of power, payment of tariff;

NOW, THEREFORE, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

(1) Part 1: Definitions :

In this Agreement, the following words and expressions shall have the respective meanings set forth herein:

"**Grid Meter** " means meter on the basis of which energy bills towards energy injected into the grid shall be raised by Seller to procurer;

"**Bio-gas Meter / Generating Meter**" means a meter used for accounting and billing of electricity generated by the grant based Bio-gas Power Generating Plant;

All other words and phrases shall have the same meaning as defined in the Electricity Act, 2003 and relevant CSERC Regulations.

Part 2 : Terms and Conditions

(1) Regulations, guidelines or terms and conditions of power purchase by the licensee from grant based Bio-gas Plants specified by the Commission from time to time shall be acceptable and binding on both the parties.

(2) **TARIFF**: Rs. .....per kWh as determined by CSERC time to time for operative Bio-gas plants.

(3) **Energy Purchase and Sale :**

The Procurer shall purchase the number of Units in accordance with the "Tariff" as determined by CSERC time to time.

Seller shall ensure exclusive sale of the Contracted Energy to the Procurer and shall not sell such Contracted Energy at any time to any third party during the period of this PPA.

(4) Billing Procedures and Payments

The designated representative of the Parties shall record joint readings of the meters at the Interconnection Point. The meter reading in the first instance shall be at the time of synchronization and thereafter on the last day of every calendar month. Readings will be taken by Assistant Engineer (AE) / Junior Engineer (JE) or any designated representative of CSPDCL in-charge of the area, under which the Generating Facility falls. It will be the responsibility of the AE in-charge of the area to designate two (2) or more officers for taking the reading in the event the AE in-charge does not make himself present;

The Monthly Invoice, shall be delivered by the Seller to the designated officer of the Procurer, on or before the fifth (5th) day of the month, which date shall hereinafter be called the "Invoice Date". If the Invoice date happens to be a public holiday, then the Monthly Invoice will be submitted on the next working day. The Procurer shall make payment of such Monthly Invoice within Sixty (60) days of receipt of the Monthly Invoice, hereinafter called the "Due Date". All payments shall be made in Indian Rupees by either Cheque or through means of electronic transfer to the Seller's designated account.

(5) Payment of Late Payment Surcharge :

In case the payments are delayed beyond the Due Date in case of a Monthly Invoice, the Procurer or the Company (as the case may be) would be liable to pay Late Payment Surcharge to the other Party for the amount remaining unpaid after the Due Date, as per applicable Rule.

(6) METERING:

6.1 The Grid Meter (GM) and Bio-gas meter shall be interface type as envisaged in the CEA metering regulations on "installation and Operation of Meters'.

6.2 The specifications of the all Energy Meters shall be as approved by CSPDCL / CSPTCL.

6.3 The meter shall be jointly tested and inspected and sealed on behalf of both the parties and shall not be interfered by either party except in the presence of the other party or its representatives.

(7) Dispute Resolution:

Both parties agree to resolve the dispute arising out of this agreement as per mechanism established under Section 42 of Electricity Act, 2003.

(8) FORCE-MAJEURE AND OUTAGE:

Any event which is beyond the control of the agencies involved which they could not foresee or with a reasonable amount of diligence could not have foreseen or which could not be prevented and which substantially affect the performance by either agency such as but not limited to:

(a) Acts of God, natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
(b) Acts of any Government domestic or foreign, including but not limited to was declared or undeclared, hostilities priorities, quarantines, embargoes;
(c) Riot or Civil Commotion;
(d) Grid's failure not attributable to agencies involved.

During force majeure period neither party shall be entitled for claiming compensation for damages in the event of force majeure.

(9) The Seller agrees that in case of a power outage on licensee's system, Renewable Energy system will disconnect / isolate automatically and his plant will not inject power into Licensee's distribution system.

(10) The Seller shall be under the obligation to regulate its power generation as per the directives given by the CSPDCL. This directive shall be given for maintaining the stability of the system. In case the Seller does not comply with the directives to regulate their generation, CSPDCL will be free to isolate their power supply to save their system from collapse and initiate other action as per the provision of State Electricity Grid Code, CERC regulation and provisions under Electricity Act 2003. Also, SLDC / CSPDCL shall levy charges as per Commission's relevant regulations.

(11) CSPDCL will not way be responsible for paying compensation whatsoever on outage of Grid and failure of CSPDCL's system.

(12) The Seller agrees that the CSPDCL will not be responsible for any damage to Bio-gas power plant resulting from parallel operation of the Grid and the CSPDCL shall not be liable to pay any compensation for such damages, if any.

(13) DURATION :

The agreement shall come into effect for all purposes from the date of commercial operation (COD) / synchronisation of the Bio-gas plants and shall remain valid for their useful life from the date of COD / synchronisation. Notwithstanding anything contained in this PPA, this agreement shall be terminable during the currency period of the agreement by either party by serving one month notice or on the specific direction from the Commission.

(14) Both CSPDCL and the Seller shall abide by the prevailing rules and regulation issued under the provision of the Act as amended from time to time

IN WITNESS WHEREOF parties through their respective duly authorized Officer / representative have signed this agreement.

WITNESSES

(1)

CS POWER DISTRIBUTION CO. LTD

(2)

WITNESSES

(1)

SELLER

(2)

BEFORE THE HON'BLE CHHATTISGARH STATE ELECTRICITY COMMISSION (CSERC), RAIPUR, CHHATTISGARH

PETITION NO. ____ OF 2023

IN THE MATTER OF ...

"Filing of Petition before the Hon'ble CSERC seeking for approval of Draft Power Purchase Agreement (PPA) for Bio-Gas based Plant under Section 86 (1)(b) of the Electricity Act, 2003"

Chhattisgarh State Electricity Distribution Company Limited (CSPDCL), Danganiya, Raipur, Chhattisgarh ...**Petitioner**

AFFIDAVIT

I Ranjit Kumar aged about 47 years, S/o Late Shri Haridwar Prasad, R/o Raipur and posted as Executive Engineer (RTSP) in the Office of The Executive Director, Regulatory Affairs & Power Management (R.A. & P.M.), CSPDCL, Dangania, Raipur - 492013, Chhattisgarh, do hereby solemnly affirm on Oath as under –

(1) That I am authorized signatory of Respondent in the present case and as such fully conversant with the facts and circumstances of the case.

(2) That the Instant Reply having contents from Paras 1 to 2 are true and correct according to my knowledge and belief.

(3) That nothing material is overstated or concealed in the accompanying reply.

DEPONENT
Executive Engineer
O/o The Executive Director (R.A.& P.M.)
C.S.P.D.C.L. Raipur

VERIFICATION

I Ranjit Kumar the above described Deponent, solemnly affirm and verify that the contents of this Affidavit are true to best of my personal knowledge and belief.

Hence, verified and signed on 02/2023 at Raipur, Chhattisgarh.

SIGNED OR
BEFORE ME BY
THE WITHIN NAMED.

Identifying Witness.

21 FEB 2023 ALOK SHARMA
Notary, Advocate,
RAIPUR (C.G.)

DEPONENT
Executive Engineer
O/o The Executive Director (R.A.& P.M.)
C.S.P.D.C.L. Raipur