छत्तीसगढ़ राज्य
विद्युत नियामक आयोग

Index

BEFORE HON'BLE CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION, RAIPUR

PETITION NO. ...../.....

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

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

IN THE MATTER OF :

Petition for seeking approval of draft Power Purchase Agreement (PPA) for procurement of scheduled power from CPPs connected to Intra-state network of Chhattisgarh on day ahead basis (just like) as done in power exchange under section 86(1)(b) of Electricity Act, 2003.

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Petition fee of **Rs. 10,000/- (Rs. Ten thousand only)** through RTGS **(Transaction ID. AA610720, dtd. 06.09.2023)** in accordance with item no. 20(c) of schedule 1 (approval of power purchase agreement only) of CSERC (Fee and Charges) Regulation, 2009.

Place : Raipur
Date : 06.09.2023

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

Petition

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 procurement of scheduled power from CPPs connected to Intra-state network of Chhattisgarh on day ahead basis (just like) as done in power exchange under section 86(1)(b) of Electricity Act, 2003".

Chhattisgarh State Power
Distribution Co. Ltd.,
Raipur

PETITIONER

1. In the context of above, CSPDCL has been purchased scheduled power from generator of the State. It is necessary to make an agreement regarding purchase of power between Generators (CPPs) and Distribution licensee (CSPDCL).

2. In the month of Aug'2023 CSPDCL has registered unprecedented growth in demand of electricity to the tune of >15%. As per Ministry of Power, Govt. of India letter dtd. 05th September, 2023, the demand has touched record levels during non-solar hours. It touched 218.4 GW on 01.09.2023. The growth of around 23% in peak demand met in August, 2023 was one of the highest in the world. (*Ministry of Power, GoI letter dtd. 05th Sept. 2023 is attached as Annexure-1*)

3. Due to crop season pan India demand of power is rising which has resulted in scarcity of power in power exchanges where buy bid is almost twice than sale bid. CSPDCL is not setting intended (buy bid) quantum of power from power exchange.

4. Owing to above stated reasons there is deficit of power from 17:00 hrs to 02:00 hrs, therefore in order to maintain grid safety and discipline CSPDCL is forced to resort "Load Shedding" of industries and then others.

5. Further owing to ISTS constraints in respect of C.G. the ATC (Available Transfer Capability) limit is 2549 MW which is less than the total allocation/PPA from ISGS, and due to implementation of GNA Regulation from 01.10.2023, CSPDCL has to limit its drawl from ISTS within ATC limit. This will also put CSPDCL in power crisis, and CSPDCL despite having sufficient PPA/allocation could not avail power while paying charges of fixed nature, under such condition load shedding will be inevitable.

6. It has been seen that several CPPs which are connected to intra-state network use to sale their surplus power in power exchange, approximate of aggregate quantum is about 200 MW. However, CSPDCL is not getting intended (bid) power from power exchange even at ceiling rate.

7. Accordingly, CSPDCL is required to sign a PPA with CPPs towards procurement of power under this mode to meet its excessive demand as and when needed.

8. The key points of above draft agreement between CSPDCL and Generators (CPPs) of the State is as given below:

(i) Delivery Point:

The delivery point shall be the point of interface of the feeder connected to generator with CSPTCL/CSPDCL system, where ABT metering system is installed at .....end.

(ii) Energy Accounting and Grid regulatory measure:

a) Energy Accounting shall be done as per each 15 minute time-block wise according to scheduling of power and reading of ABT meter installed at interface point.

b) Seller shall follow the instructions/ directives given by the SLDC from time to time control /adjust the bandwidth of deviation by regulating the quantum of injection of power in the grid. In case of repeated non-compliance of instructions of the SLDC or sustained injection beyond bandwidth of deviation, SLDC will act according to law.

c) Seller shall maintain real time data communication, speech/express communication is healthy condition, for communicating injection and meter readings to SLDC and concerned MT/MRT/division etc. at all the times, as per the provisions of relevant regulation.

(iii) SLDC Charges:

SLDC operating charges as per prevailing rates shall be payable by the seller to SLDC, in advance on monthly basis.

(iv) Rate:

i. The rate per kWh payable to seller is to be determined as the rate opened on IEX in each time block minus State transmission charges.

ii. For deviation from schedule, the CSERC (intra-State Availability Based Tariff and Deviation Settlement Mechanism) Regulation 2016 and as amended from time to time will be applicable.

(v) Billing & Payment:

(i) SLDC shall issue the SDSMA bill for the Scheduled energy injected to the grid accounted for 15 min. time block wise, within the bandwidth of deviation, on monthly basis, in accordance with clause 6.1 (iii) and clause 7.4 of CSERC (intra-State Availability Based Tariff and Deviation Settlement Mechanism) Regulation 2016, and as amended from time to time.

(ii) CSPDCL will make payment to Seller within 7 days from date of issue of SDSMA bill. In the event of the due date

of payment being a Bank/Discom's holiday, the next working day shall be considered as the due date of payment.

(iii) SLDC/CSPDCL shall not consider the energy injected during such 15 minute time block of SDSMA bill, when the Seller injects power above maximum or below minimum quantum as declared in clause no. 1 (d) of this agreement.

(iv) SLDC shall also not consider the energy injected during such 15 minute time block for SDSMA bill, when Seller injects power above maximum for the reduced ceiling as per instruction issued by SLDC looking to the grid conditions etc., if any.

(v) However, additional charges for deviation shall be payable by generator (Seller), as specified in CSERC (Intra-State ABT and DSM) regulation 2016 and its amendment from time to time.

9. 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 procurement of power from CPPs connected to Intra-state network of Chhattisgarh".

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

Agreement for Purchase of Scheduled Power under DSM Regulation-2016

Between

Chhattisgarh State Power Distribution Co. Ltd.

And

[_____]

This agreement is entered on the _____day of _____ Two Thousand _____between Chhattisgarh State Power Distribution Co. Ltd. (CSPDCL), Authorized representative of Government of Chhattisgarh undertaking, incorporated under The Companies Act, 1956 and formed with an objective to carry on the business of distribution and supply of electricity in the area of supply mentioned in its license (hereinafter collectively referred to as the "Procurers" and individually as a "Procurer"), which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns as party of the first part and_____ a limited company incorporated under the Companies Act, (hereinafter referred to as the "Seller") which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns, as party of the second part.

And whereas in accordance to the guidelines issued by CSERC vide letter No. 1743 dtd. 30.09.16 read with clause 6.1 (iii) of CSERC (Intra-State Availability Based Tariff and Deviation Settlement Mechanism) Regulation 2016, CSPDCL has been allowed to purchase Scheduled power from generators of State. And whereas the seller_____desire to supply Scheduled power to the Procurer(s) agreed to enter into agreement to purchase such power intermittently as and when requires at least for a week during agreement period _____ to _____.

Now therefore in consideration of the premise and mutual agreements, convents and conditions set forth herein, it is hereby agreed by and between the parties as follows: -

a). Name of Seller and location of plant –

b). Registration No.

c). Installed Capacity – MW

d). Quantum Offered for sale

Sr. No.	Particulars	Quantum in MW	
1	Range (Bandwidth) of deviation of quantum of power to be injected (Instantaneous value of power)	Min.	Max.

Note:-

1. Minimum quantum cannot be less than 01 MW.
2. Maximum bandwidth of deviation (Instantaneous value of power) [Max. Quantum (MW) of injection Min. Quantum (MW) of injection] should not exceed 100 MW.

e). Period: date from _____ to _____ (Subject to maximum of 12 months) on as and when required basis (shall be scheduled power at least for a week)

2. Delivery Point:
The delivery point shall be the point of interface of the feeder connected to generator with CSPTCL/CSPDCL system, where ABT metering system is installed at _____end.

3. Energy Accounting and Grid regulatory measure:

a) Energy Accounting shall be done as per each 15-minute time-block wise according to scheduling of Power and reading of ABT meter installed at interface point.

b) Seller shall follow the instructions/ directives given by the SLDC from time to time control /adjust the bandwidth of deviation by regulating the quantum of injection of power in the grid. In case of repeated noncompliance of instructions of the SLDC or sustained injection beyond bandwidth of deviation, SLDC will act according to law.

c) Seller shall maintain real time data communication, speech/express communication is healthy condition, for communicating injection and meter readings to SLDC and concerned MT/MRT/division etc. at all the times, as per the provisions of relevant regulation.

4. SLDC Charges:

SLDC operating charges as per prevailing rates shall be payable by the seller to SLDC, in advance on monthly basis.

5. Rate:

i. The rate per kWh payable to seller is to be determined as the rate opened on IEX in each time block minus State transmission charges.

ii. For deviation from schedule, the CSERC (intra-State Availability Based Tariff and Deviation Settlement Mechanism) Regulation 2016 and as amended from time to time will be applicable.

6. Billing & Payment:

(i) SLDC shall issue the SDSMA bill for the Scheduled energy injected to the grid accounted for 15 min. time block wise, within the bandwidth of deviation, on monthly basis, in accordance with clause 6.1 (iii) and clause 7.4 of CSERC (intra-State Availability Based Tariff and Deviation Settlement Mechanism) Regulation 2016, and as amended from time to time.

(ii) CSPDCL will make payment to Seller within 7 days from date of issue of SDSMA bill. In the event of the due date of payment being a Bank/ Discom's holiday, the next working day shall be considered as the due date of payment.

(iii) SLDC/CSPDCL shall not consider the energy injected during such 15-minute time block of SDSMA bill, when the Seller injects power above maximum or below minimum quantum as declared in clause no. 1 (d) of this agreement.

(iv) SLDC shall also not consider the energy injected during such 15-minute time block for SDSMA bill, when Seller injects power above maximum for the reduced ceiling as per instruction issued by SLDC looking to the grid conditions etc., if any.

(v) However, additional charges for deviation shall be payable by generator (Seller), as specified in CSERC (Intra-State ABT and DSM) regulation 2016 and its amendment from time to time.

7. **Surcharge for late payment by CSPDCL: -**

As per CSERC (intra-State Availability Based Tariff and Deviation Settlement Mechanism) Regulation 2016.

8. **Supply within the Contract Period: -**

(i) During the period of Agreement Seller shall be allowed to sale any remaining part of maximum offered quantum to any third party in case CSPDCL do not purchase power on day ahead basis.

(ii) If Seller is unable to supply the power as per agreement due to force majeure or any other reason than the seller shall be obliged to intimate the factual reasons to CSPDCL and SLDC within time limits as specified in relevant regulations.

9. **Risk Allocation: -**

CSPDCL reserve the right to terminate the Contract by serving one-month notice Decision of CSPDCL in this regard shall be final.

10. **Dispute Resolution: -**

Any dispute arises in terms of the power purchase shall be adjudicated by the State Commission as per provisions of section 86(1)(f) of the electricity Act, 2003.

11. **Governing Law: -**

All the matter arising out of or in conjunction with the Agreement shall be governed by and construed in accordance with Indian Law and the Courts of Raipur, Chhattisgarh Shall have exclusive jurisdiction.

12. Any modification suggested by CSERC at any time during agreement period will be applicable to this agreement and binding on both the parties and agreed to enter into a supplementary power purchase agreement.

In witness whereof the duly authorized of the parties have signed on the day and year first herein before written.

For and on behalf Procurers (CSPDCL)

For an on behalf of Seller

Name and designation with Seal
Seal

Name and designation with

Common Seal of Company

Witness

Witness

Affidavit

CANCELLED

BEFORE THE HON'BLE CHHATTISGARH STATE ELECTRICITY REGULATORY COMMISSION, RAIPUR

Petition No. ....

CANCELLED NOTARIAL NOTARIAL

IN THE MATTER OF-

Chhattisgarh State Power Distribution Company Limited ...Petitioner

AFFIDAVIT

I, Naveen Kumar Rathi, S/o. Shri Shyam Sundar Rathi, aged about 46 years, working as Executive Engineer, in O/o Executive Director (RA&PM), CSPDCL, Raipur has solemn affirmation and says as follows:

1. That I am the authorized signatory of Petitioner and as such fully aware with the facts of the present case.
2. That the present petition has been drafted as per my instructions and contents of the same made in paras 1 to 9 are true and correct according to my knowledge and belief and as per office records.
3. That nothing material is overstated or concealed in the accompanying petition.

NOTARY C. P. SHARMA NOTARY RAIPUR (C.G.) INDIA Reg. No.-2931 GOVERNMENT OF INDIA

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

VERIFICATION:

I, Naveen Kumar Rathi, do hereby verify on this 06th day of September, 2023 at Raipur that the contents of the above said affidavit are true and correct to my knowledge and information and nothing material has been concealed therefrom.

SOLEMONY AFFIRMED BEFORE ME WITHIN NAMED DEPONET

C P. SHARMA
NOTARY
RAIPUR (C.G.) INDIA
Reg. No.-2931

- 6 SEP 2023

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

Identifing Witness
Om Prakash Sahu Raipur

Annexure-I

F.No.22/41/2023-OM (269407)
(भारत सरकार)
Government of India
(विद्युत मंत्रालय)
Ministry of Power
*****

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 5th September, 2023.

To
All Additional Chief Secretaries / Principal Secretaries of Power
All Power Utilities (Generating Companies, Distribution Companies)

Subject: Steps to be taken to effectively meet the electricity demand of the Consumers.

****

Sir,

The electricity demand has touched record levels. It went upto 241 GW on 01.09.2023.

The maximum demand has been occurring during the solar hours. This is being met with support of the available solar and wind generation capacity. When the demand touched 241 GW; the shortfall was only 0.1 percent. The demand has touched record levels even during non-solar hours. It touched 218.4 GW on 01.09.2023. The growth of around 23% in peak demand met in August, 2023 was one of the highest in the world. In August, 2023, for 7 days, the daily energy consumption was more than 5 BU/day and on 16 days the maximum demand was more than 220 GW.

Some of the States were not able to meet their demand. Overall, the demand not met during non-solar hours crossed 10 GW and during August, the total energy shortage was of the order of 700 MU. It is noticed that the bulk of the shortfall in meeting the demand has been in the non-solar hours – when the shortfall ranged from 6000 MW to 9000 MW. During the solar hours, the demand was met – even when the demand was 241 GW, the shortfall was only 0.1 percent.

ED (RA&PM) 6/9/23

In order to cater to high demand situation, all available resources in the grid are being harnessed. All the coal fired units have been kept on bar after 15th August, 2023 (barring approx. 30-32 GW capacity under planned and forced outage). It is pertinent to mention that entire onus of meeting non- solar hours demand falls upon the coal fired generation.

The monsoon this year has been below normal till date and the projections for September are also not encouraging. This has resulted in depleted reservoir levels especially in Southern region leading to sub-optimal hydro generation. The maximum hydro generation achieved this year has been less than 40 GW as against 45 GW last year.Similar trend is visible in wind generation also, which is historically higher from June to September. Against the installed capacity of 43.9 GW, variable wind power output is down to only 2-3 GW. It is anticipated that with withdrawal of monsoon in September-October period, the hydro and wind generation would further deplete.

Gas based generation is also on lower side due to gas availability issues and a maximum generation of around 8.7 GW was observed against the total installed capacity of 25 GW.

To meet the increased demand, Ministry of Power has taken the following steps:-

(i) Measures have been taken to ensure the maximum availability of the generation capacity. The non-priority maintenance work of the plants is being deferred.

(ii) Monitoring and Coordination with Ministries of Coal and Railways on a regular basis for increasing the production and dispatch of coal as much as possible.

(iii) All GENCOS (Central/State and IPPs) have been asked to ensure import of Coal for blending purposes so that there is no load shedding. An advisory dated 01.09.2023 has already been issued by MOP.

(iv) All GENCOs have been asked to maximize the coal production at captive mines to supplement the coal supply from domestic coal companies (CIL and SCCL).

(v) Additional arrangement for gas, for running gas based stations, from GAIL with tenders for advance procurement of generation has been planned, during upcoming high power demand months.

(vi) The Electricity Amendment Rule, 2022 has been notified on 29th December 2022 which mandate preparation of resource adequacy plan so as to successfully meet the power demand of the consumers.

(vii) Imported Coal Based (ICB) plants have been issued statutory directions under Section 11 of Electricity Act to stock coal and generate power during high demand period. This has now been extended upto October 2023.

(viii) Reservoir level of Hydro Stations is being monitored for optimum utilization of water. All hydro plants have been instructed to operate in consultation with RLDCS / SLDCs to optimize water utilization.

In order to ensure availability of electricity to all consumers and to meet the anticipated growth in demand the State Governments, Generating companies and Distribution licensees are advised to urgently take the following steps:

(i) The agriculture load may be shifted to solar hours.

(ii) Expedite completion of all planned maintenance of the generating stations.

(iii) Defer the planned maintenance of other generating units to the extent possible to be scheduled in the low demand period. RPCs, SLDCs and RLDCs to coordinate and monitor the same.

(iv) All efforts to be made to bring back the units under forced outage as quickly as possible. Advance action may be taken to ensure availability of all spares etc.

(v) A number of stations are running at partial load, meaning that the units which are operating are not generating at their full capacity. Thermal capacity to the extent of around 12 GW-14 GW is not available due to this. Reasons quoted by power plants were poor quality of coal/ sticky coal, issues in ash ponds and some minor issues which requires urgent attention. Generating companies need to ensure that the actions are taken to make full availability of the generating units. All the GENCOs need to import coal as per direction/advisory issued by MoP dated 01.09.2023.

(vi) Where the states do not schedule any power under the PPA; that power must be offered in the power exchange so that the needy states are able to avail this to meet their demand.

(vii) States may ensure that all gas based power plants with whom they have PPAs must be brought in to use, during high demand days and non-solar hours. Gas based units of CPSUs has already been instructed to supply full capacity. States may also like to tie up with such capacities to ensure their availability. UP and Tamil Nadu had done this recently.

(viii) Expeditious commissioning of new units of thermal, solar, wind etc

This issues with the approval of the Competent Authority.

Yours faithfully

(Piyush Singh)
Joint Secretary to the Government of India

Copy to:

1. The Chairperson, CEA
2. Secretary, CERC/FOR, New Delhi.
3. Secretary (Energy/Power) All State Governments/UTs.
4. All State Electricity Regulatory Commission

Copy for information to:

1. PS to Hon'ble Minister of Power &NRE, APS to Hon'ble MoSP
2. Sr. PPS to Secretary (Power)
3. All Additional Secretaries/Joint Secretaries/EA/CE, Ministry of Power
4. All Directors/Deputy Secretaries, Ministry of Power.