

GUJARAT URJA VIKAS NIGAM LIMITED

Sardar Patel Vidyut Bhavan, Second Floor, Commerce Deptt., Race Course, Vadodara -390007
Phone (0265) 2340289(Direct) Fax : (0265) 2344543, 2337918, 2338164
PBX : (0265) 2310582-86 (Ext) 3221, Web : gseb.com
Corporate Identity No. CIN U40109GJ2004SGC045195

Ref. No. GUVNL/COM/GM (IPP)/GSECL/ 511

Date : 11.05.2021

To,
Secretary
Gujarat Electricity Regulatory Commission
6th Floor, GIFT ONE,
Road 5C, Zone 5, GIFT City,
Gandhinagar - 382355,
Gujarat, India.

Fax: 91-79-23602054 / 23602055

Sub: Petition filed under Section 62 read with Section 86(1) (b) of the Electricity Act 2003 for approval of Power Purchase Agreement signed by Gujarat Urja Vikas Nigam Limited (GUVNL) with Gujarat State Electricity Corporation Limited (GSECL) for 800 MW Wanakbori Unit No. VIII on 1st January 2011.


Respected Sir,

Please find attached herewith a petition under Section 62 read with Section 86(1) (b) of the Electricity Act 2003 for approval of Power Purchase Agreement signed by Gujarat Urja Vikas Nigam Limited (GUVNL) with Gujarat State Electricity Corporation Limited (GSECL) for 800 MW Wanakbori Unit No. VIII on 1st January 2011.

The petition (1-original plus 4 – copies) on affidavit is attached herewith. GUVNL has made payment of **Rs. 25,00,000/-** to GERC on **11.05.2021** through RTGS (**UTR No. SBINR52021051124301405**) as per Schedule 16 of GERC (Fees, Fines and Charges) Regulations, 2005.

Thanking you,

Yours faithfully,


(Sailaja Vachhrajani)
General Manager (IPP)

*Please accept the fee of
₹ 25,00,000/- subject to
verification from GERC
C Fees, Fines and Charges)
Regulations 2005.*

*V. Vachhrajani
13/05/2021*

Acc.

*MR NO. 2769
17/5/21
Mr*

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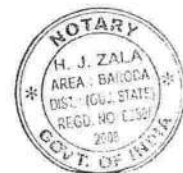
BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

Case No.

Filing No.

IN THE MATTER OF Petition filed under Section 62 read with Section 86(1) (b) of the Electricity Act 2003 for approval of Power Purchase Agreement signed by Gujarat Urja Vikas Nigam Limited (GUVNL) with Gujarat State Electricity Corporation Limited (GSECL) for 800 MW Wanakbori Unit No. VIII on 1st January 2011 .

IN THE MATTER OF	Petition for approval of PPA signed by GUVNL with GSECL for 800 MW Wanakbori Unit No. VIII.
AND	
IN THE MATTER OF	Gujarat Urja Vikas Nigam Ltd. (GUVNL) (Erstwhile GEB) Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390007 <i>The Petitioner</i>
AND	
IN THE MATTER OF	Gujarat State Electricity Corporation Limited. AT & PO: Vadodara, Taluka: Vadodara, Dist Vadodara 390 007. <i>The Respondent</i>



Whereas:

- (A) The Petitioner hereinabove, Gujarat Urja Vikas Nigam Limited (hereinafter referred to as 'GUVNL') is company incorporated under the provisions of The Companies Act 1956.
- (B) As per the provisions of Gujarat Electricity Industry Reorganization and Comprehensive Transfer Scheme, 2003 notified by State Government under the Gujarat Electricity Industry (Reorganization and Regulation) Act 2003, the function of Bulk Purchase and Bulk Sale of Power on behalf of State owned distribution licensees in State, is assigned to Gujarat Urja Vikas Nigam Ltd as per the re-organization scheme.
- (C) Accordingly, on behalf of four state owned subsidiary Distribution Companies, namely Uttar Gujarat Vij Company Ltd. (UGVCL), Madhya Gujarat Vij Company Ltd. (MGVCL), Dakshin Gujarat Vij Company Ltd. (DGVCL) and Paschim Gujarat Vij Company Ltd. (PGVCL), the activity of bulk purchase and bulk sale of power is carried out by the Petitioner.
- (D) The Respondent intends to supply electricity in bulk to the Petitioner equivalent to the capacity of 800 MW on the terms and conditions contained in the Power Purchase Agreement (PPA).
- (E) The Parties have signed a PPA setting out the terms and conditions of the sale of generation capacity and supply of



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electricity in bulk by the Respondent to the Petitioner on 1.1.2011. Copy of PPA signed with the Respondent is attached herewith as Appendix -I.

- (F) As per the provisions of PPA, the Schedule Commercial Operation Date (SCoD) is 21-10-2019 (the date falling 60 months from the Zero Date i.e. 21-10-2014).
- (G) The Respondent, vide letter dated 14-10-2019, had declared Commercial Operation of Wanakbori VIII with effect from 13-10-2019 after successful trial run at full load for 72 hours.
- (H) GSECL, vide email dated 23-3-2021, has informed GUVNL that their Board of Directors in their 173rd Meeting held on 18th March 2021, have approved the Performance Guarantee Test carried out by M/s BHEL.
- (I) Salient Features of the PPA are as under :

Sr. No	Item	Provision in the PPA
(1)	Location	AT & PO : Wanakbori, Taluka: Thasara, Dist: Kheda.
(2)	Term of the PPA	30 Years
(3)	Fuel	Primary fuel – Coal, Secondary fuel -Oil.
(4)	Date of Commercial Operation	13 th October 2019
(5)	Rebate	2% within 7 days 1% from 8 to 30 days from receipt of the

non-renewable



Sr No	Item	Provision in the PPA
		Invoice. Rate of Rebate shall be modified as per GERC Tariff norms applicable from time to time.
(6)	Delayed Payment Charges (DPC) :	Applicable from the 61st (sixty first) day from the receipt of the Monthly Invoice at the rate of 1.25% per month. Rate of DPC shall be modified as per GERC Tariff norms applicable from time to time.
(7)	Mode of Payment	Direct payment or through Letter of Credit
(8)	Third Party Sale	No Third Party Sale permitted under the PPA
(9)	Statutory Clearances	to be obtained by the Respondent.
(10)	Operational and Tariff Parameters	shall be as per GERC Tariff Norms/ Regulations as amended/ applicable or as approved from time to time.
(11)	Capital Cost and Financing Plan	As approved by GUVNL / GERC for which the Respondent has to get approval separately.
(12)	Debt Equity Ratio	70:30

In addition to the above Articles/ Schedules related to Availability, Scheduling procedure, Metering System, Insurance, Force Majeure, Change in Law, Events of Default and Termination, Liability and Indemnification, Dispute Resolution, Fuel Management are also provided in the PPA.



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Prayer

The Petitioner most respectfully prays to approve the Power Purchase Agreement signed by the Petitioner with the Respondent for 800 MW capacity.

S.S. Mistri

PETITIONER
GUJARAT URJA VIKAS NIGAM LIMITED



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.

S.S. Mistri

PETITIONER
GUJARAT URJA VIKAS NIGAM LIMITED



Place: Vadodara
Date: 10 / 05 / 2021

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BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
GANDHINAGAR

Case No.

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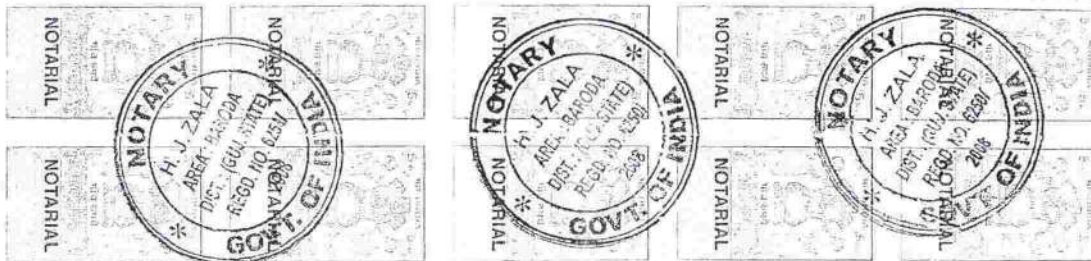
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AND	
IN THE MATTER OF	Gujarat State Electricity Corporation Limited. AT & PO: Vadodara, Taluka: Vadodara, Dist Vadodara 390 007. <i>The Respondent</i>

Sr. No. 11646
Date: 10/15/2021

AFFIDAVIT

I, Saurabh Mistry, son of Shantilal Mistry, aged about 44 years, residing at Vadodara, do solemnly affirm and state as under:

1. I am Deputy Engineer (IPP) of the Gujarat Urja Vikas Nigam Limited, the Petitioner, in the above matter and am duly authorized by the said petitioner to make this affidavit.





2. I say that I have read the contents of the accompanying petition and the contents of the said Petition are based on records maintained by the Petitioner Company in normal course and believed by me to be true.
3. I say that the annexure to the petition are true copies of their originals.

VERIFICATION

I, the Petitioner 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 there from.

Identified before me.

S.S. Mishra
PETITIONER
GUJARAT URJA VIKAS NIGAM LIMITED



Date: 10-05-2021

Place: Vadodara

My Commission Expires
on 04/07/2023



Solemnly Affirmed & Declared
Sworn Before Me by *S.S. Mishra*
H. J. Zala
H. J. ZALA
NOTARY (GOVT. OF INDIA)

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION
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AD (Legal) / Ex (Legal) / Legal
21/05/21
21/05/21

No - 2229
21 MAY 2021



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S. S. Mistri

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PETITIONER
GUJARAT URJA VIKAS NIGAM LIMITED



Place: Vadodara
Date: 10 / 05 / 2021

