Before the

MAHARASHTRA ELECTRICITY REGULATORY COMMISSION

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Case No. 170 of 2024 and IA No. 63 of 2024

Petition of Nidar Utilities Panvel LLP for the approval of the Power Procurement Plan for FY 2025-26 to FY 2033-34 as per MERC (Framework for Resource Adequacy) Regulations, 2024 along with the Tender documents for procuring power through Renewable Energy Sources such as Bagasse, Hydro or Firm Desptachable Renewable Energy (FDRE) on Medium / Long Term basis and Interlocutory Application for urgent listing of the Case No. 170 of 2024.

Coram

Sanjay Kumar, Chairperson

Anand M. Limaye, Member

Surendra J. Biyani, Member

Nidar Utilities Panvel LLP (NUPLLP) : Petitioner

Appearance

For the Petitioner: : Shri. Saurabh Gupta

ORDER

Date: 17 January 2025

1. Petitioner, Nidar Utilities Panvel LLP (NUPLLP) has filed this Petition being Case No. 170 of 2024 on 21 October 2024 seeking approval to Power Procurement Plan for FY 2025-26 to FY 2033-34 as per MERC (Framework for Resource Adequacy) Regulations, 2024 along with the Tender documents for procuring power through Renewable Energy Sources such as Bagasse, Hydro or Firm Desptachable Renewable Energy (FDRE) on Medium / Long Term basis with certain deviations. The Petitioner has filed the present petition under Section 63 of the Electricity Act, 2003 and Regulations 19 and 20 of MERC (Multi Year Tariff) Regulations, 2024, Regulations 14, 15 & 17 of MERC (Framework for Resource Adequacy) Regulations, 2024 read with Regulation 39 (c) of MERC (Transaction of Business and Fees & Charges) Regulations, 2022.

2. **Petitioner's main prayers are as under:**
   a) *To approve the Power Procurement Plan for FY 2025-26 to FY 2033-34*
   b) *To approve the RFP and PPA documents for Hydro and FDRE and allow NUPLLP to issue RFP documents as annexed as ANNEXURE C and ANNEXURE D to the Petition for procurement of Hydro Power and FDRE.*
   c) *To approve the PPA documents as annexed as ANNEXURE E to the Petition for power procurement from Bagasse based generator*
   d) *To allow NUPLLP to enter into MoU based PPA with Bagasse based generator as per approval of the Commission to MSEDCL in its Order in Case No. 26 of 2020 and Case No. 27 of 2020*
   e) *To allow NUPLLP to approach the Commission for variation in demand forecast by more*

than 10-15%, for revision in power procurement plan….."

3. **Facts of the Petition are summarized as under:**

3.1. Nidar Utilities Panvel LLP (NUPLLP) was incorporated on 7 August 2015 under the Limited Liability Partnership Act, 2008 and was approved as a Co-Developer for the Multiservice SEZ vide letter dated 9 September 2016 issued by the Department of Commerce, Ministry of Commerce and Industry, Government of India.

3.2. NUPLLP is a deemed Distribution Licensee at the Panvel SEZ. The Commission granted the license on 10 February 2017 and NUPLLP commenced its operations as a Distribution Licensee with effect from 1 October 2018.

3.3. The Commission vide its Order in Case No. 213 of 2023 dated 6 March 2024, had approved the Short-Term PPA executed between NUPLLP and M/s. Vindhyachal Hydro Power Pvt. Ltd for supply of 3 MW RTC for the period from 1 February 2024 to 31 January 2025 and had directed NUPLLP to initiate the process of procurement of power for the base load quantum through medium/long term PPA.

3.4. Further NUPLLP in Case No. 107 of 2024 had submitted that it is in the process of filing comprehensive Petition for approval of Power Procurement Plan, approval of Bidding document for medium/ long term PPA from Hydro Power Plant, approval of Draft PPA for MOU based bagasse-based Co-generation unit and Bidding document for procurement of RTC power from Wind, Solar and Storage hybrid technology.

3.5. Based on the Commission's direction, NUPLLP has filed the Present Petition for approval of the Power Procurement Plan for FY 2025-26 to FY 2033-34 (9-year period) and seeking approval of the Tender documents for procuring power from Renewable Energy Sources such as Bagasse, Hydro and/or Firm Desptachable Renewable Power (FDRE) on Medium / Long Term basis.

3.6. According to MERC (Multi Year Tariff) Regulation, 2024 and MERC (Framework for Resource Adequacy) Regulations, 2024, the Licensee is required to prepare the power procurement plan considering the demand scenario within its licensee area and determine the optimal power procurement mix to meet the same. Also, the modalities and tenure are to be decided by the Licensee.

3.7. Further, Regulations 15.2 of the RA Regulations, 2024 also specifies the details to be included in power procurement plan.

3.8. NUPLLP supplies power within its license area comprising majorly of residential, industrial (data centres) and commercial development. Majority of the load (~90%) shall be supplied to the industrial (data centres) category with some amount of commercial. NUPLLP is at present serving nineteen (19) numbers of residential buildings in Sector A & C.

3.9. The consumer categories and number of consumers in each category for FY 2018-19 to FY 2023-24 connected to distribution network of NUPLLP are as tabulated below:

Category wise No. of consumers	**FY 2018-19**	**FY 2019-20**	**FY 2020-21**	**FY 2021-22**	**FY 2022-23**	**FY 2023-24**
HT Category						
HT - Industrial			1	2	2	2
HT – Commercial	3	4	5	3	3	4
HT – Temporary	0	1				
Sub-total HT	**3**	**5**	**6**	**5**	**5**	**6**
LT Category						

Category wise No. of consumers	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
LT - Residential (3 phase)	133	421	744	1359	1905	2187
LT Non-Residential (Commercial)	0	11	27	44	43	47
LT - Industry – General	2	2	2	2	2	2
LT - PWW - STP	0	1	1	1	2	2
LT - EV Charging Station			1	1	1	6
Sub-total LT	**135**	**435**	**775**	**1407**	**1953**	**2244**
Total	**138**	**440**	**781**	**1412**	**1958**	**2250**

3.10. The summary of actual Energy sales from the date of commencement of operation of business i.e. 1 October, 2018 to FY 2023-24 is shown in the table below:

Category	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	CAGR	Remarks for CAGR caln.	Sales Proportion
	Sales						%		%
HT Category									
HT – Industrial			0.01	13.38	21.45	33.87	59%	2 Years	86%
HT – Commercial	1.01	1.87	6.84	1.36	0.31	0.35	-34%	4 Years	1%
HT – Temporary	-	0.56							
Sub-total HT	**1.01**	**2.43**	**6.85**	**14.74**	**21.76**	**34.22**	94%	4 Years	87%
LT Category									
LT - Residential (3 phase)	0.12	0.51	0.85	1.57	2.95	4.01	68%	4 Years	10%
LT Non-Residential (Commercial)	-	0.00	0.02	0.17	0.45	0.51	72%	2 Years	1%
LT - Industry – General	0.06	0.12	0.12	0.14	0.14	0.17	8%	4 Years	0%
LT - PWW - STP	-	0.01	0.07	0.27	0.34	0.46	31%	2 Years	1%
LT - EV Charging Station				0.00	0.00	0.01	615%	2 Years	0%
Sub-total LT	**0.18**	**0.64**	**1.06**	**2.15**	**3.88**	**5.15**	68%	4 Years	13%
Total	**1.18**	**3.07**	**7.91**	**16.89**	**25.64**	**39.37**	**89%**	**4 Years**	100%

3.11. Considering the CAGR of 89% growth in sales in last 4 years, the major contributor in sales is HT Industrial category due to increase in load of data centre. The sales to data center contribute around 86% of total sales followed by Residential Category. As can be observed from the above table, around 96% of the total demand is catered to data center and residential consumers and they are the key demand drivers for NUPLLP.

3.12. The above sales have resulted into following demand in the NUPLLP licensee area in MW terms which has been successfully catered without any interruption:

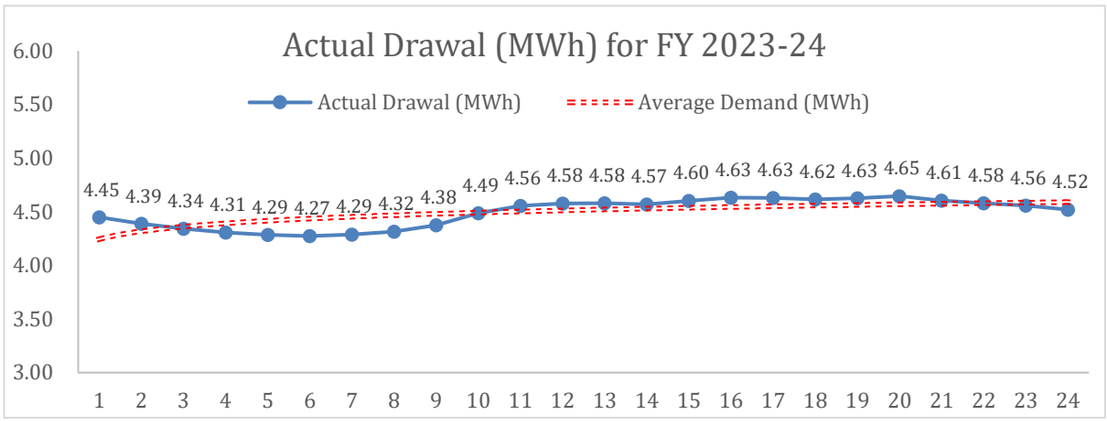
Category	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	CAGR*
	MW						%
Average Demand	0.29	0.37	0.92	1.95	2.94	4.49	86%
Max. Demand	0.49	0.57	1.56	2.66	3.35	4.96	72%

*Calculated from FY 2019-20 onwards as the operation was for 6 months only in FY 2018-19.

3.13. Since 86% of the load is to require catering the power requirement of the Data Centre, the load curve is more or less flat in nature without any seasonal variation. The continuous power is required by the data centre to run the servers, cooling systems, storage systems, networking equipment, backup systems, security systems, and lighting that allow for data storage, management, and distribution. In a typical data centre, servers alone can account for 50% to 70% of the total power consumption as they are the most numerous and active components, running 24/7 to meet the demands of users and applications. The load curve is flat in nature

and same can be observed from the load curve depicted in the figure below:

Load Curve of NUPLLP License Area



*-Average demand of around 4.5 MWh and to be flat in nature on RTC basis

3.14. Major demand driver going forward will be data centre and there would be hardly any increase in the other category of consumers. This may lead to increase in proportion of sales to data centre resulting in flat load curve which will be equivalent to base load without any seasonal variation. Hence, the power procurement plan of NUPLLP would be primarily RTC power considering the constant demand without any peak/off peak bifurcation resulting in flat load curve as is seen from above.

3.15. Regulations 20 of MYT Regulations 2024 states that Power Procurement plan needs to be prepared considering RA Regulations, 2024 and submit such plan to the Commission for approval at the time of Tariff Petition.

3.16. The Commission has directed NUPLLP to tie up power under medium/ long term in its Order in Case No. 213 of 2023 as one of the contracts for short term power is ending in January 2025. Accordingly, NUPLLP is planning to issue tender for Medium term in October 2024 and based on the participation in the tender by generators and thereafter approval of the Commission so that medium term power flow can start from February 2025 and hence, this Petition is filed separately for the approval of the Commission.

3.17. Also, as specified in Chapter 3 of the RA Regulations, 2024, the assessment and forecast of the demand needs to be in MW and in Energy terms for Long / Medium / Short term and peak/off-peak demand.

3.18. The Distribution Licensee needs to provide the category wise consumption data and assessed consumption data of each class of consumer. Such demand forecast is to be done as per Regulations 6.5 of RA Regulations, 2024.

3.19. Further, Regulations 6.13 of RA Regulations, 2024, clarifies that the Load forecast needs to be calculated by adding a loss trajectory approved by the Commission in the latest tariff order or as per actual loss of previous year, whichever is lower.

3.20. Regulations 7.4 of RA Regulations, 2024 states that Distribution licensee to provide hourly demand forecast for one Year (short Term) and 5 years (medium term) forecast on a rolling basis.

3.21. Based on the above principles of demand forecasting, NUPLLP has undertaken an assessment of demand from FY 2025-26 to FY 2033-34 (till the expiry of the Distribution License i.e. till 18.02.2034 - 25 years from the date of Notification of the SEZ, which is 19 February, 2009 as per MERC Order dated 10 February 2017 in Case No. 128 of 2016).

3.22. The Commission in its recent Orders, while issuing specific conditions of Licensee to Other

Developers/ Co-Developers has granted Distribution Licensee for the period of 25 years starting from the date of issue of the Order citing the reason that many SEZs have been notified immediately after the enactment of SEZ Act in 2005. If the treatment mentioned above is applied to such SEZ cases, the SEZ developers would be deprived of a substantial portion of the twenty-five year's term of licence and there would be a limited residual period of licence available for them to operate as a Distribution Licensee. Undertaking the Distribution Business involves undertaking capital expenditure for installing the distribution network in the licence area. In order to ensure recovery of such capital expenditure, it is also preferable to have a reasonable period of licence. Further, after expiry of the residual period, they will have to approach afresh seeking licence for the same area.

3.23. The Commission has approved the following SEZ Deemed Distribution Licensee and for issuance of Specific Conditions of Distribution Licence applicable to it.

Sr. No.	MERC Order	Petition Description	Period of License
1	2 of 2022 dated 06.06.2022	Case of M/s. AEML SEEPZ Limited for taking on record its Deemed Distribution Licensee status and for issuance of Specific Conditions of Distribution Licence applicable to it	25 years from the date the Order
2	91 of 2022 dated 06.10.2022	Case of P-One Techpark Pvt. Ltd. for taking on record its deemed Distribution Licensee status for the notified IT/ITeS SEZ at Rajiv Gandhi Infotech Park, MIDC, Hinjewadi Phase III, Pune and for issuing the Specific Conditions of Distribution Licence applicable to it	25 years from the date the Order
3	179 of 2023 dated 08.12.2023	Case of M/s SEZ Bio-Tech Services Pvt. Ltd. for taking on record its deemed Distribution Licensee status for the Poonawalla Biotechnology Park at Manjari Village, Taluka Haveli, District Pune and for specifying the applicable Specific Conditions of its Distribution Licence	25 years from the date the Order
4	180 of 2023 dated 08.12.2023	Case of M/s SEZ Bio-Tech Services Pvt. Ltd. for taking on record its deemed Distribution Licensee status for the SEZ at village Hadapsar/Manjari, District Pune and for specifying the applicable Specific Conditions of its Distribution Licence	25 years from the date the Order

3.24. Based on the above submission, NUPLLP shall approach the Commission separately for grant of 25-year licensee period from the issuance of Order for taking on record NUPLLP's Deemed Distribution Licensee status the Licensee condition vide its Order in Case No. 128 of 2016 (i.e. 25 years, from 10 February 2017 to 9 February 2042).

3.25. The growth of demand for the consumers are considered as outlined below:

- HT Industrial Consumers – Based on the load growth projection provided by the Data Center consumer till FY 2025-26 and inability to provide load projections for future years due to lack of business visibility at present for the future years and hence the constant demand is considered for future period. In case of any variation in demand, NUPLLP will approach the Commission for additional procurement of power through Short / Medium / Long Term source considering the licensee term, market condition and approval of the Commission.
- For other existing consumers which includes Residential, Commercial, STP, Industry and EV Charging station, 0.5 MW is added every alternate year considering the saturated demand in the area.
- In MW term, the demand of Data Center consumers is ~95% due to higher load factor and balance other consumers is ~5% (which is hardly 0.5 to 3 MW) and hence for the simplicity purpose, the demand for other consumers is projected on combined basis.
- Further, it is expected that certain new consumers may be added in Commercial Building (Data Centre) whereby demand of 0.5 MW to 2 MW will be an additional load to be catered every quarter and same is included in the demand projection till FY 2033-34.

- No adjustment of open access consumers is considered for projection purpose as the same does not exist in the licensee area at present.

3.26. In line with provisions specified in Regulations 6.2, 6.3, 6.4, 6.13 and 7.4 of RA Regulations, 2024, the demand for Short / Medium term is projected on hourly basis and for long term on monthly basis and has been grossed up with loss to estimate demand at STU periphery, which is provided as Annexure B of the Petition. The distribution loss of 0.81% considered is as per actuals for FY 2023-24 as specified in Regulations 6.13 of RA Regulations, 2024 and Intra-State Transmission loss considered as 3.18% as approved in InSTS Tariff Order in Case No. 239 of 2022.

3.27. Further, NUPLLP submits that the demand data projected of NUPLLP is till 18th February 2034 (i.e. the date of expiry of the licensee). The summary of the estimated demand for FY 2024-25 to FY 2033-34 in MW is outlined as below:

Short-Term Demand Forecast - NUPLLP (MW)												
FY 2024-25	**Apr-24**	**May-24**	**Jun-24**	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**
	Actual					Estimated						
Estimated Demand at consumer end	6.45	8.21	11.36	12.30	11.45	10.90	10.90	10.90	10.90	12.50	12.50	12.50
Estimated Demand at Distribution Periphery	6.50	8.28	11.45	12.40	11.54	10.99	10.99	10.99	10.99	12.60	12.60	12.60
Estimated Demand at STU Periphery	6.72	8.55	11.83	12.81	11.92	11.35	11.35	11.35	11.35	13.02	13.02	13.02
Medium-Term Demand Forecast - NUPLLP (MW)												
FY 2025-26	**Apr-25**	**May-25**	**Jun-25**	**Jul-25**	**Aug-25**	**Sep-25**	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**
Estimated Demand at consumer end	15.40	15.40	15.40	17.70	17.70	17.70	18.60	18.60	18.60	19.40	19.40	19.40
Estimated Demand at Distribution Periphery	15.53	15.53	15.53	17.84	17.84	17.84	18.75	18.75	18.75	19.56	19.56	19.56
Estimated Demand at STU Periphery	16.04	16.04	16.04	18.43	18.43	18.43	19.37	19.37	19.37	20.20	20.20	20.20
FY 2026-27	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Oct-26**	**Nov-26**	**Dec-26**	**Jan-27**	**Feb-27**	**Mar-27**
Estimated Demand at consumer end	20.90	20.90	20.90	21.90	21.90	21.90	22.90	22.90	22.90	23.90	23.90	23.90
Estimated Demand at Distribution Periphery	21.07	21.07	21.07	22.08	22.08	22.08	23.09	23.09	23.09	24.10	24.10	24.10
Estimated Demand at STU Periphery	21.76	21.76	21.76	22.80	22.80	22.80	23.85	23.85	23.85	24.89	24.89	24.89
FY 2027-28	**Apr-27**	**May-27**	**Jun-27**	**Jul-27**	**Aug-27**	**Sep-27**	**Oct-27**	**Nov-27**	**Dec-27**	**Jan-28**	**Feb-28**	**Mar-28**
Estimated Demand at consumer end	25.05	25.05	25.05	27.05	27.05	27.05	29.05	29.05	29.05	31.05	31.05	31.05
Estimated Demand at Distribution Periphery	25.25	25.25	25.25	27.27	27.27	27.27	29.29	29.29	29.29	31.30	31.30	31.30
Estimated Demand at STU Periphery	26.08	26.08	26.08	28.17	28.17	28.17	30.25	30.25	30.25	32.33	32.33	32.33
FY 2028-29	**Apr-28**	**May-28**	**Jun-28**	**Jul-28**	**Aug-28**	**Sep-28**	**Oct-28**	**Nov-28**	**Dec-28**	**Jan-29**	**Feb-29**	**Mar-29**
Estimated Demand at consumer end	32.70	32.70	32.70	33.70	33.70	33.70	34.70	34.70	34.70	35.70	35.70	35.70
Estimated Demand at Distribution Periphery	32.97	32.97	32.97	33.98	33.98	33.98	34.98	34.98	34.98	35.99	35.99	35.99
Estimated Demand at STU Periphery	34.05	34.05	34.05	35.09	35.09	35.09	36.13	36.13	36.13	37.17	37.17	37.17
FY 2029-30	**Apr-29**	**May-29**	**Jun-29**	**Jul-29**	**Aug-29**	**Sep-29**	**Oct-29**	**Nov-29**	**Dec-29**	**Jan-30**	**Feb-30**	**Mar-30**
Estimated Demand at consumer end	35.70	35.70	35.70	36.70	36.70	36.70	37.70	37.70	37.70	38.70	38.70	38.70
Estimated Demand at Distribution Periphery	35.99	35.99	35.99	37.00	37.00	37.00	38.01	38.01	38.01	39.02	39.02	39.02
Estimated Demand at STU Periphery	37.17	37.17	37.17	38.21	38.21	38.21	39.26	39.26	39.26	40.30	40.30	40.30
Long-Term Demand Forecast - NUPLLP												
FY 2030-31	**Apr-30**	**May-30**	**Jun-30**	**Jul-30**	**Aug-30**	**Sep-30**	**Oct-30**	**Nov-30**	**Dec-30**	**Jan-31**	**Feb-31**	**Mar-31**
Estimated Demand at consumer end	39.20	39.20	39.20	39.70	39.70	39.70	40.20	40.20	40.20	40.70	40.70	40.70
Estimated Demand at Distribution Periphery	39.52	39.52	39.52	40.02	40.02	40.02	40.53	40.53	40.53	41.03	41.03	41.03
Estimated Demand at STU Periphery	40.82	40.82	40.82	41.34	41.34	41.34	41.86	41.86	41.86	42.38	42.38	42.38
FY 2031-32	**Apr-31**	**May-31**	**Jun-31**	**Jul-31**	**Aug-31**	**Sep-31**	**Oct-31**	**Nov-31**	**Dec-31**	**Jan-32**	**Feb-32**	**Mar-32**
Estimated Demand at consumer end	41.20	41.20	41.20	41.70	41.70	41.70	42.20	42.20	42.20	42.70	42.70	42.70
Estimated Demand at Distribution Periphery	41.54	41.54	41.54	42.04	42.04	42.04	42.54	42.54	42.54	43.05	43.05	43.05
Estimated Demand at STU Periphery	42.90	42.90	42.90	43.42	43.42	43.42	43.94	43.94	43.94	44.46	44.46	44.46
FY 2032-33	**Apr-32**	**May-32**	**Jun-32**	**Jul-32**	**Aug-32**	**Sep-32**	**Oct-32**	**Nov-32**	**Dec-32**	**Jan-33**	**Feb-33**	**Mar-33**
Estimated Demand at consumer end	43.20	43.20	43.20	43.70	43.70	43.70	44.20	44.20	44.20	44.70	44.70	44.70
Estimated Demand at Distribution Periphery	43.55	43.55	43.55	44.06	44.06	44.06	44.56	44.56	44.56	45.07	45.07	45.07
Estimated Demand at STU Periphery	44.98	44.98	44.98	45.50	45.50	45.50	46.02	46.02	46.02	46.55	46.55	46.55
FY 2033-34	**Apr-33**	**May-33**	**Jun-33**	**Jul-33**	**Aug-33**	**Sep-33**	**Oct-33**	**Nov-33**	**Dec-33**	**Jan-34**	**Feb-34**	**Mar-34**
Estimated Demand at consumer end	45.20	45.20	45.20	45.70	45.70	45.70	46.20	46.20	46.20	46.70	46.70	
Estimated Demand at Distribution Periphery	45.57	45.57	45.57	46.07	46.07	46.07	46.58	46.58	46.58	47.08	47.08	
Estimated Demand at STU Periphery	47.07	47.07	47.07	47.59	47.59	47.59	48.11	48.11	48.11	48.63	48.63	

3.28. The Summary of the estimated demand for FY 2024-25 to FY 2033-34 in MU term is outlined as below:

Short-Term Demand Forecast - NUPLLP (MU)												
FY 2024-25	**Apr-24**	**May-24**	**Jun-24**	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**
	Actual					Estimated						
Estimated Demand at consumer end	4.04	4.90	6.48	6.83	6.54	7.06	7.30	7.06	7.30	8.37	7.56	8.37
Estimated Demand at Distribution Periphery	4.08	4.94	6.53	6.89	6.59	7.12	7.36	7.12	7.36	8.44	7.62	8.44
Estimated Demand at STU Periphery	4.21	5.10	6.75	7.11	6.81	7.35	7.60	7.35	7.60	8.72	7.87	8.72
Medium-Term Demand Forecast - NUPLLP (MU)												
FY 2025-26	**Apr-25**	**May-25**	**Jun-25**	**Jul-25**	**Aug-25**	**Sep-25**	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**
Estimated Demand at consumer end	9.97	10.30	9.97	11.88	11.88	11.49	12.47	12.07	12.47	13.00	11.75	13.00
Estimated Demand at Distribution Periphery	10.05	10.38	10.05	11.97	11.97	11.59	12.58	12.17	12.58	13.11	11.84	13.11
Estimated Demand at STU Periphery	10.38	10.72	10.38	12.37	12.37	11.97	12.99	12.57	12.99	13.54	12.23	13.54
FY 2026-27	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Oct-26**	**Nov-26**	**Dec-26**	**Jan-27**	**Feb-27**	**Mar-27**
Estimated Demand at consumer end	13.47	13.92	13.47	14.52	14.52	14.05	15.11	14.62	15.11	15.71	14.19	15.71
Estimated Demand at Distribution Periphery	13.58	14.03	13.58	14.63	14.63	14.16	15.23	14.74	15.23	15.83	14.30	15.83
Estimated Demand at STU Periphery	14.03	14.49	14.03	15.11	15.11	14.63	15.73	15.23	15.73	16.35	14.77	16.35
FY 2027-28	**Apr-27**	**May-27**	**Jun-27**	**Jul-27**	**Aug-27**	**Sep-27**	**Oct-27**	**Nov-27**	**Dec-27**	**Jan-28**	**Feb-28**	**Mar-28**
Estimated Demand at consumer end	15.94	16.48	15.94	17.67	17.67	17.10	18.86	18.25	18.86	20.05	18.11	20.05
Estimated Demand at Distribution Periphery	16.07	16.61	16.07	17.81	17.81	17.24	19.01	18.40	19.01	20.21	18.25	20.21
Estimated Demand at STU Periphery	16.60	17.16	16.60	18.40	18.40	17.80	19.64	19.00	19.64	20.87	18.85	20.87
FY 2028-29	**Apr-28**	**May-28**	**Jun-28**	**Jul-28**	**Aug-28**	**Sep-28**	**Oct-28**	**Nov-28**	**Dec-28**	**Jan-29**	**Feb-29**	**Mar-29**
Estimated Demand at consumer end	20.47	21.15	20.47	21.75	21.75	21.05	22.34	21.62	22.34	22.94	20.72	22.94
Estimated Demand at Distribution Periphery	20.64	21.32	20.64	21.92	21.92	21.22	22.52	21.80	22.52	23.12	20.89	23.12
Estimated Demand at STU Periphery	21.31	22.03	21.31	22.64	22.64	21.91	23.26	22.51	23.26	23.88	21.57	23.88
FY 2029-30	**Apr-29**	**May-29**	**Jun-29**	**Jul-29**	**Aug-29**	**Sep-29**	**Oct-29**	**Nov-29**	**Dec-29**	**Jan-30**	**Feb-30**	**Mar-30**
Estimated Demand at consumer end	22.20	22.94	22.20	23.53	23.53	22.77	24.13	23.35	24.13	24.72	22.33	24.72
Estimated Demand at Distribution Periphery	22.38	23.12	22.38	23.72	23.72	22.96	24.32	23.54	24.32	24.93	22.51	24.93
Estimated Demand at STU Periphery	23.11	23.88	23.11	24.50	24.50	23.71	25.12	24.31	25.12	25.74	23.25	25.74
Long-Term Demand Forecast - NUPLLP												
FY 2030-31	**Apr-30**	**May-30**	**Jun-30**	**Jul-30**	**Aug-30**	**Sep-30**	**Oct-30**	**Nov-30**	**Dec-30**	**Jan-31**	**Feb-31**	**Mar-31**
Estimated Demand at consumer end	24.25	25.06	24.25	25.39	25.39	24.57	25.73	24.90	25.73	26.06	23.54	26.06
Estimated Demand at Distribution Periphery	24.45	25.26	24.45	25.60	25.60	24.77	25.94	25.10	25.94	26.28	23.73	26.28
Estimated Demand at STU Periphery	25.25	26.09	25.25	26.44	26.44	25.59	26.79	25.93	26.79	27.14	24.51	27.14
FY 2031-32	**Apr-31**	**May-31**	**Jun-31**	**Jul-31**	**Aug-31**	**Sep-31**	**Oct-31**	**Nov-31**	**Dec-31**	**Jan-32**	**Feb-32**	**Mar-32**
Estimated Demand at consumer end	25.55	26.40	25.55	26.73	26.73	25.87	27.07	26.19	27.07	27.40	24.75	27.40
Estimated Demand at Distribution Periphery	25.75	26.61	25.75	26.95	26.95	26.08	27.29	26.41	27.29	27.63	24.95	27.63
Estimated Demand at STU Periphery	26.60	27.49	26.60	27.84	27.84	26.94	28.18	27.27	28.18	28.53	25.77	28.53
FY 2032-33	**Apr-32**	**May-32**	**Jun-32**	**Jul-32**	**Aug-32**	**Sep-32**	**Oct-32**	**Nov-32**	**Dec-32**	**Jan-33**	**Feb-33**	**Mar-33**
Estimated Demand at consumer end	26.84	27.74	26.84	28.07	28.07	27.17	28.41	27.49	28.41	28.74	25.96	28.74
Estimated Demand at Distribution Periphery	27.06	27.96	27.06	28.30	28.30	27.39	28.64	27.71	28.64	28.98	26.17	28.98
Estimated Demand at STU Periphery	27.95	28.88	27.95	29.23	29.23	28.29	29.58	28.62	29.58	29.93	27.03	29.93
FY 2033-34	**Apr-33**	**May-33**	**Jun-33**	**Jul-33**	**Aug-33**	**Sep-33**	**Oct-33**	**Nov-33**	**Dec-33**	**Jan-34**	**Feb-34**	**Mar-34**
Estimated Demand at consumer end	28.14	29.08	28.14	29.41	29.41	28.46	29.75	28.79	29.75	30.08	17.47	
Estimated Demand at Distribution Periphery	28.37	29.31	28.37	29.65	29.65	28.69	29.99	29.02	29.99	30.33	17.61	
Estimated Demand at STU Periphery	29.30	30.28	29.30	30.62	30.62	29.64	30.97	29.97	30.97	31.32	18.19	

3.29. Past Power Procurements by NUPLLP are outlined as below:

From	To	Source	Term	Quantum	Rate	MERC Case	Date of Order
Oct-2018	Sep-2021	TPC -D	Medium	0.20MW to 2.20 MW	Approved Tariff for Unit 8 of TPC-G	117 of 2017	03-08-2018
Oct-2021	Jun-2022	GMR Energy Trading Ltd.	Short	2.20 - 2.60 MW	Rs. 3.59/kWh	94 of 2021	07-09-2021
Jul-2022	Jun-2023	GMR Energy Trading Ltd.	Short	3 MW	Rs. 4.57/kWh	105 of 2022	18-07-2022
Feb-2023	Jan-2024	Vindhyachal Hydro Power Pvt. Ltd	Short	3 MW	Rs. 5.00/kWh	218 of 2022	16-01-2023
Jul-2023	Jun-2024	GMR Energy Trading Ltd.	Short	3 MW	Rs. 5.40/kWh	9 of 2023	29-03-2023
Feb-2024	Jan-2025	Vindhyachal Hydro Power Pvt. Ltd	Short	3 MW	Rs. 5.00/kWh	213 of 2023	06-03-2024
Aug-2024	Nov-2024	Vayunandana Power Limited	Short	7 MW	Rs. 6.15/kWh	107 of 2024	20-08-2024

3.30. At present, the load of Data Center to a certain extent has been stabilized and the augmentation / expansion of the load has been communicated by the said Data Center consumers. Hence, NUPLLP has decided to procure the power under short term and medium / long term based on the current and expected load.

3.31. Recently NUPLLP had initiated the procurement of 7.00 MW of power under Short-Term Contract as per the Short-Term Competitive Bidding Guidelines, dated 30 March 2016 and its amendment thereof issued by the Ministry of Power for a period of 7 months i.e. from 1 December 2024 to 30 June 2025. The bidding process has been successfully completed and NUPLLP is in process to file the Petition for the Adoption of Tariff and approval of the Power Purchase Agreement (PPA) before the Commission shortly.

3.32. The current PPA of 3 MW from Vindhyachal Hydro Power Pvt. Ltd is ending in January 2025 and hence NUPLLP is planning to undertake the bidding process of Medium-Term Power Procurement to replace this quantum to be effective from February 2025 and accordingly the tender document is proposed to be issued in October 2024 after the approval of the Commission.

3.33. NUPLLP, in addition to aforesaid medium term power procurement, may also purchase 1 MW from January 2025 to October 2025 and additional 1 MW from April 2025 to October 2025 under short term through competitive bidding to meet the demand.

3.34. NUPLLP has considered the growth which is based on Base load with RTC power requirement as per demand projections shown above. The load requirement of NUPLLP is totally based on the demand of the data center which is around 86% (in MU Term) and 95% (in MW Term) of the total load in NUPLLP licensee area. The same is considered for the power procurement plan subject to approval of the Commission.

3.35. As per Regulations 12.10 of RA Regulations, 2024, the power requirement needs to be minimum 70% of RAR through Long-term contracts, minimum 20% of RAR through Medium–term contracts, and the rest to be met through Short-term contracts. However, licensee period of NUPLLP up to FY 2033-34 which is around 9 years down the line. Also, the demand of the licensee increased by around 1 to 2 MW every quarter as per the details provided by the consumers. Hence, it is difficult to tie-up with long term source for fixed quantum post FY 2026-27 as the term of the licensee will be less than 7 years and hence same does not qualify for long term procurement. Hence, post FY 2026-27, certain quantum of total power requirement is proposed to be procured under short term and medium based on the estimated demand.

3.36. The power procurement forecast is based on the demand at STU periphery, however, the tie-up of the capacity may vary based on the CUF of the plant as NUPLLP has proposed to tie-

up with renewable generator to meet the power demand.

3.37. Based on the above submission, the projected power procurement under short / medium / Long Term arrangement is outlined in the following table:

Short-Term Demand Forecast - NUPLLP (MW)												
FY 2024-25	**Apr-24**	**May-24**	**Jun-24**	**Jul-24**	**Aug-24**	**Sep-24**	**Oct-24**	**Nov-24**	**Dec-24**	**Jan-25**	**Feb-25**	**Mar-25**
	Actual					**Estimated**						
Estimated Demand at STU Periphery	6.72	8.55	11.83	12.81	11.92	11.35	11.35	11.35	11.35	13.02	13.02	13.02
Power Procurement												
Long Term												
Medium Term											3.00	3.00
Short Term	6.72	8.55	11.83	12.81	11.92	11.35	11.35	11.35	11.35	13.02	10.02	10.02
Medium-Term Demand Forecast - NUPLLP (MW)												
FY 2025-26	**Apr-25**	**May-25**	**Jun-25**	**Jul-25**	**Aug-25**	**Sep-25**	**Oct-25**	**Nov-25**	**Dec-25**	**Jan-26**	**Feb-26**	**Mar-26**
Estimated Demand at STU Periphery	16.04	16.04	16.04	18.43	18.43	18.43	19.37	19.37	19.37	20.20	20.20	20.20
Power Procurement												
Long Term	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Medium Term	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Short Term	3.04	3.04	3.04	5.43	5.43	5.43	6.37	6.37	6.37	7.20	7.20	7.20
FY 2026-27	**Apr-26**	**May-26**	**Jun-26**	**Jul-26**	**Aug-26**	**Sep-26**	**Oct-26**	**Nov-26**	**Dec-26**	**Jan-27**	**Feb-27**	**Mar-27**
Estimated Demand at STU Periphery	21.76	21.76	21.76	22.80	22.80	22.80	23.85	23.85	23.85	24.89	24.89	24.89
Power Procurement												
Long Term	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50	16.50
Medium Term	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Short Term	0.26	0.26	0.26	1.30	1.30	1.30	2.35	2.35	2.35	3.39	3.39	3.39
FY 2027-28	**Apr-27**	**May-27**	**Jun-27**	**Jul-27**	**Aug-27**	**Sep-27**	**Oct-27**	**Nov-27**	**Dec-27**	**Jan-28**	**Feb-28**	**Mar-28**
Estimated Demand at STU Periphery	26.08	26.08	26.08	28.17	28.17	28.17	30.25	30.25	30.25	32.33	32.33	32.33
Power Procurement												
Long Term	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00	19.00
Medium Term	6.50	6.50	6.50	6.50	6.50	6.50	6.50	9.00	9.00	9.00	9.00	9.00
Short Term	0.58	0.58	0.58	2.67	2.67	2.67	4.75	2.25	2.25	4.33	4.33	4.33
FY 2028-29	**Apr-28**	**May-28**	**Jun-28**	**Jul-28**	**Aug-28**	**Sep-28**	**Oct-28**	**Nov-28**	**Dec-28**	**Jan-29**	**Feb-29**	**Mar-29**
Estimated Demand at STU Periphery	34.05	34.05	34.05	35.09	35.09	35.09	36.13	36.13	36.13	37.17	37.17	37.17
Power Procurement												
Long Term	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
Medium Term	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
Short Term	2.05	2.05	2.05	3.09	3.09	3.09	4.13	4.13	4.13	5.17	5.17	5.17
FY 2029-30	**Apr-29**	**May-29**	**Jun-29**	**Jul-29**	**Aug-29**	**Sep-29**	**Oct-29**	**Nov-29**	**Dec-29**	**Jan-30**	**Feb-30**	**Mar-30**
Estimated Demand at STU Periphery	37.17	37.17	37.17	38.21	38.21	38.21	39.26	39.26	39.26	40.30	40.30	40.30
Power Procurement												
Long Term	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
Medium Term	12.00	12.00	12.00	12.00	12.00	12.00	12.00	16.00	16.00	16.00	16.00	16.00
Short Term	2.17	2.17	2.17	3.21	3.21	3.21	4.26	0.26	0.26	1.30	1.30	1.30
Long-Term Demand Forecast - NUPLLP												
FY 2030-31	**Apr-30**	**May-30**	**Jun-30**	**Jul-30**	**Aug-30**	**Sep-30**	**Oct-30**	**Nov-30**	**Dec-30**	**Jan-31**	**Feb-31**	**Mar-31**
Estimated Demand at STU Periphery	40.82	40.82	40.82	41.34	41.34	41.34	41.86	41.86	41.86	42.38	42.38	42.38
Power Procurement												
Long Term	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
Medium Term	16.00	16.00	16.00	16.00	16.00	16.00	16.00	18.50	18.50	18.50	18.50	18.50
Short Term	1.82	1.82	1.82	2.34	2.34	2.34	2.86	0.36	0.36	0.88	0.88	0.88
FY 2031-32	**Apr-31**	**May-31**	**Jun-31**	**Jul-31**	**Aug-31**	**Sep-31**	**Oct-31**	**Nov-31**	**Dec-31**	**Jan-32**	**Feb-32**	**Mar-32**
Estimated Demand at STU Periphery	42.90	42.90	42.90	43.42	43.42	43.42	43.94	43.94	43.94	44.46	44.46	44.46
Power Procurement												
Long Term	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
Medium Term	18.50	18.50	18.50	18.50	18.50	18.50	18.50	20.75	20.75	20.75	20.75	20.75
Short Term	1.40	1.40	1.40	1.92	1.92	1.92	2.44	0.19	0.19	0.71	0.71	0.71
FY 2032-33	**Apr-32**	**May-32**	**Jun-32**	**Jul-32**	**Aug-32**	**Sep-32**	**Oct-32**	**Nov-32**	**Dec-32**	**Jan-33**	**Feb-33**	**Mar-33**
Estimated Demand at STU Periphery	44.98	44.98	44.98	45.50	45.50	45.50	46.02	46.02	46.02	46.55	46.55	46.55
Power Procurement												
Long Term	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
Medium Term	20.75	20.75	20.75	20.75	20.75	20.75	20.75	23.00	23.00	23.00	23.00	23.00
Short Term	1.23	1.23	1.23	1.75	1.75	1.75	2.27	0.02	0.02	0.55	0.55	0.55
FY 2033-34	**Apr-33**	**May-33**	**Jun-33**	**Jul-33**	**Aug-33**	**Sep-33**	**Oct-33**	**Nov-33**	**Dec-33**	**Jan-34**	**Feb-34**	**Mar-34**
Estimated Demand at STU Periphery	47.07	47.07	47.07	47.59	47.59	47.59	48.11	48.11	48.11	48.63	48.63	
Power Procurement												
Long Term	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	
Medium Term	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	
Short Term	1.07	1.07	1.07	1.59	1.59	1.59	2.11	2.11	2.11	2.63	2.63	

3.38. NUPLLP intends to tie up the aforesaid power requirement under long / Medium term considering the nature of the load curve and forecasted demand as detailed out herein above. NUPLLP will continue to purchase any additional power requirement under short term through competitive bidding.

3.39. Therefore, NUPLLP proposed to issue RFP for procurement of Hydro under Medium Term (4 years) starting from 1 February 2025 to 31 January, 2029 to avoid any stranded capacity for future years considering the Load projection at this point of time.

3.40. NUPLLP also intend to tie-up present Base load under long Term (till the Licensee period i.e., at present till 18.02.2034) from Hydro based Power Plant where mainly power Generation is in monsoon months i.e., June to September which may be extended upto October and thereafter lower generation due to water flow from reservoir for irrigation or drinking water schemes.

3.41. In initial discussion with SECI and SVJN, they have highlighted that presently tenders up to Solar hours along with additional 5 hours Peak hours, so that around 12-13 hours in a day is available under FDRE and it may be a case 24 hours FDRE may be available in the future, and all contracts under this model is usually for 25 years.

3.42. NUPLLP shall approach Commission separately for grant of 25-year licensee period from 10 February 2017 to 9 February 2042). If approved by the Commission, NUPLLP may extend the PPA duration under Long Term PPA up to the extended License Period or the useful life of the generator, whichever is earlier. This will help NUPLLP to procure power at Competitive rate from the FDRE from SECI, SVJN or any other Parties and hence resulting in lower tariff to the end consumers. Normally the FDRE power requires commissioning period of 18-24 months.

3.43. RFP documents prepared by NUPLLP for Hydro and FDRE are in line with the Competitive Bidding Guidelines issued by Ministry of Power, however, in case of Hydro power procurement, the deviation persist with reference to the removal of the provisions relating to Financial Closure, Deed of Hypothecation and Escrow Account, since, NUPLLP is considering the procurement from the existing generating station or the generating stations expected to be commissioned within 1 year from the date of notification of the RfP. This deviation is due to the existing license period ending 18 February 2034, therefore the long-term procurement cannot be upto the useful life of the generating station i.e. 30 or 35 years, unless extended by this Commission. The following deviations, which has been undertaken in the draft PPA document for hydro power procurement are submitted for the approval of the Commission:

Clause as per SBD	Deviations	Reasons for deviations
RECITAL A	Run-off River Power Plant with and without pondage is used instead of Run off/Pondage as per Standard Bidding Document.	To bring more clarity to the Bidders.

Clause as per SBD	Deviations	Reasons for deviations
RECITAL B	Standard Bidding Document (SBD) for the Long Term is considered same as the SBD for the Medium-Term procurement of power notified by the Central Government vide notification No. 23/17/2013-R&R (Vol-VI) Part 2 dated 30.01.2019	Since, the Long Term Procurement of power can be maximum around 9 (nine) years i.e., upto term of Distribution Licence, hence, the Long Term PPA is considered same as the Medium Term PPA, where no new Power Station is expected to be commissioned as the gestation period would be minimum 4 (four) years and thus not feasible.
3.1.1.	The Term of PPA is kept blank as "XX" instead of 5 Years as per the SBD	Since, same PPA document is also proposed to be used for the Long Term Power Procurement.
	Proviso added: *"Provided that at any time 3 (three) months, prior to the expiry of the Contract Period specified hereinabove, the Parties may with mutual agreement extend the Contract Period for such further period as they may determines, but not exceeding the Procurer's Distribution License period, if extended by the Appropriate Commission beyond the existing Term of the Distribution License or the Useful Life of the Power Station, whichever is earlier. (Applicable only in case of Long-Term Contract)"*	Added specifically for the Long Term Contract in case the Term of Distribution is extended by the Commission, the Contract shall be extended upto the extended period of the Distribution License or Useful life of the Generator, whichever is earlier.
3.1.2 (a)	**Clause Modified:** *(a) finance, own, operate and maintain the Power Station(s) in accordance with this Agreement" OR the Power Station(s) developed and operated by the Supplier under development agreement and lease agreement with the Appropriate Government departments in accordance with this Agreement" if Supplier is NOT a Trading Licensee, OR ensure that the Developer finances , owns, operates and maintains the Power Station(s) in accordance with this Agreement" OR ensure that the Developer develops and operates the Power Station(s) under development agreement and lease agreement with the Appropriate Government departments in accordance with this Agreement" in accordance with this Agreement" if Supplier is a Trading Licensee;*	To promote competition by allowing Hydro Project operating under Hydro Power Development Agreement signed with the Appropriate Government.
3.1.2. (c)	**Clause Modified:** *"(c) to receive the Charges in terms of the Tariff (in Rs/kWh) as mentioned under Clause 11.1 of this Agreement from the Procurer in accordance with the provisions of this Agreement;"*	Since, the term of the Contract is not more than 10 years in case of Long Term and not more than 5 years in case of Medium-Term contract and further the proposed procurement is expected from Small Hydro Plants, hence, for the simplicity, Single Part Tariff (Rs/kWh) is proposed instead of two-part tariff as per the SBD viz. Fixed Charge and Variable Charges. Further, RE Tariff Regulations also specify single part tariff for Small Hydro Generators and will result in more participation from the Generators.
3.2.1.	In the event that extension of the Contract Period	Clause added to bring more clarity.

Clause as per SBD	Deviations	Reasons for deviations
	shall have become due under and in accordance with the provisions of this Agreement, the Supplier shall, on receiving a notice from the Procurer, extend the Supply Contract in accordance with the provisions of Clause 3.1.1.	
3.2.2.	Clause modified in terms of proposed Single Part Tariff instead of Two Part as provided under the SBD.	Since, the term of the Contract is not more than 10 years in case of Long Term and not more than 5 years in case of Medium-Term contract and further the proposed procurement is expected from Small Hydro Plants, hence, for the simplicity, Single Part Tariff (Rs/kWh) is proposed instead of two-part tariff as per the SBD viz. Fixed Charge and Variable Charges. Further, RE Tariff Regulations also specify single part tariff for Small Hydro Generators and will result in more participation from the Generators.
4.1.2	Removal of following sub-clause: (a) executed and procured execution of the Default Escrow Agreement in accordance with the provisions of Clause 13.1; (b) executed the Deed of Hypothecation in accordance with the provisions of Clause 13.1.2; …… [(d) Obtained the letter of assurance, dated [**] issued by [**]10 ("Coal Supplier") in the name of the Supplier for the supply on a linkage basis, [**] tonnes per annum of [**] grade coal for the entire Term of this Agreement ("Letter of Assurance" appended herein as Annexure 1) for the purposes of the Project. (e) Surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility]11	Removal of Clause (a) and (b) is non-consideration of the Escrow Account since, the provision of Letter of Credit would be sufficient for the Payment Security. Removal of Clause (d) and (e) is due to the consideration of Hydro Plants only.
5.1.4	**Clause Modified:** *5.1.4 The Supplier shall [ensure that the Developer shall if Supplier is a Trading Licensee] operate and maintain the Power Station in accordance with the Specifications, Standards and the Maintenance Requirements such that it is able to supply the yearly quantum as declared by the Supplier. The Supplier shall inform monthly energy (quantum) to be supplied for the ensuing Financial Year by 31 January. For Eg.: The Supplier shall inform monthly quantum for FY 2026-27 by 31 January 2025.*	Clause modified to understand the estimated generation for the ensuing years being a Small Hydro, where the availability is associated with the seasonal impact on the generation.
5.5.1	**Clause Modified:** *"5.5.1 The Supplier shall be liable for payment*	To bring more clarity in the obligation of the Supplier, where the entire risk of the

Clause as per SBD	Deviations	Reasons for deviations
	of all charges, due and payable under Applicable Laws, for inter-state and intra-state transmission of electricity from the Point of Grid Connection to the Delivery Point. For the avoidance of doubt, the Parties expressly agree that inter-state and intra-state transmission of electricity shall be undertaken solely at the risk and cost of the Supplier"	Transmission Charges and Losses upto the Delivery Point lies with the Supplier itself.
5.6.1. and 5.6.2	**Clause Modified**	
5.8.1.	**Clause Modified:** *"5.8.1 The Supplier shall pay, at all times during the subsistence of this Agreement, all taxes, levies, duties, cess GST or any other applicable taxes, if any and all other statutory charges payable in respect of the Power Station. Provided, however, that all payments made by the Supplier with respect to service tax, value added tax, general sales tax or electricity duty, GST or any other applicable taxes, if any, levied on or in respect of the supply of electricity to the Procurer under this Agreement shall be reimbursed by the Procurer upon receipt of particulars thereof."*	Linked with the GST Regime, if applicable.
9.1.1	**Clause Modified:** *9.1.1 The Supplier shall, for the performance of its obligations hereunder, provide to the Procurer no later than 30 (thirty) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Schedule Bank for a sum equivalent to Rs. ***** crore (Rupees ***** crore) in the form set forth in Schedule-B (the "Performance Security")* *To be calculated @ Rs. 2,00,000 (Rs. Two lakh) per MU of the total quantum of energy projected for the Financial Year Contracted Capacity.*	Performance Security to be valid upto the Contract Period instead of Six Months as per the SBD as part of Performance Security. Since, the provision relating to Escrow Account is removed as discussed subsequently in this instant Petition. Since, the tenure would be longer and with lower quantum, the Performance Security is modified from Rs. 10 Lakh/MW as per the SBD to Rs. 2 Lakh/ MU based on the total energy project for the financial year to make it feasible for the Supplier.
9.3	**Release of Performance Security – Removed**	Since, Performance Security shall be valid upto the Contract Period as discussed above for deviation under Clause 9.1.1
9.4.	**Clause modified – Deemed Performance Security**	
10.2.1.	where upon the Supplier is entitled to utilise the respective production of electricity for sale thereof to any Buyer. Any profit or loss realised, in relation to Variable Charge, through such sale shall be shared with the Procurer in the ratio of 50:50. Such third-party sale shall be subject to consent of Procurer and at a price not less than the Prices discovered on Power Exchange DAM for the respective delivery period. ….. Subject to regulatory provisions, the liability of Fixed Charge in such case shall remain with the Procurer. Procurer shall at all times, in finalising the schedules of the Supplier, shall strive to avoid spillage due to underutilisation of the Capacity.	This clause is modified in compliance to the MoP's notification 23/16/2021-R&R, dated 8 October 2021.
10.3.	Clause Modified by removing the reference to the Fixed Charge.	Since, the Single Part Tariff is proposed instead of Two Part Tariff as per the SBD as discussed under the deviations pertaining to Clause 3.1.2. (c) above.
Article 11 and 12	Clauses Modified of the SBD with respect to Single Part Tariff as under:	

Clause as per SBD	Deviations	Reasons for deviations
	11.1, 11.5, 11.6, 11.9, 11.11, 12.4 Clauses Removed of the SBD with respect to Single Part Tariff as under: 11.2, 11.3, 11.4, 11.5, 11.7, 12.1, 12.2, 12.3,	
11.8.2.	*11.4.2 The Tariff and Incentives payable by the Procurer under this Article 11 shall be exclusive of Service Tax, Electricity Duty, or **GST**, if applicable, shall be paid by the Supplier and reimbursed by the Procurer upon submission of necessary particulars by the Supplier.*	Replacement of term "Value Added Tax or General Sales Tax, Custom Duty on Fuel or any replacement thereof, if applicable, and any Service Tax," of the SBD to "GST" is proposed in the provisions due to applicability of GST Regime.
11.11	11.7.1 The Parties expressly agree that in the event the Procurer pays the Tariff within 7 (seven) days of the date of submission of the invoice thereof, it shall be entitled to deduct 2.00% (two per cent) of the amount comprising the Tariff by way of discount for early payment and 1.00 % (one percent), if payment is made in the following week (i.e. within 8th to 15th day). In case the payment is made by the Procurer between 16th day to 30th Day of the submission of the invoice, no rebate will be applicable	Additional Clause added for early remittance of the outstanding dues to get maximum rebate and delay in payment would impact the rebate realisation.
13.1	Default Escrow Account – Deleted	The entire clause of the SBD is removed since, the procurement even in Long Term would not be more than 10 years, hence, Letter of Credit as a provision for the Payment Security Mechanism is proposed.
13.2	Letter of Credit/Bank Guarantee	Clauses are modified by removal of the reference to the Escrow Account. Since, the procurement even in Long Term would not be more than 10 years, hence, Letter of Credit as a provision for the Payment Security Mechanism is proposed.
13.3.3.	Supply of electricity to the Procurer in accordance with the provisions of this Agreement shall be restored no later than 7 (seven) days from the day on which the Procurer pays, or is deemed to have paid, the arrears due to the Supplier in accordance with the provisions of this Agreement and renews the Letter of Credit.	Clause modified by removal of the reference to the Escrow Account. Since, the procurement even in Long Term would not be more than 10 years, hence, Letter of Credit as a provision for the Payment Security Mechanism is proposed.
13.4	Payment security for Termination	
14.1.4. and 14.1.5	**Additional Clause:** 13.1.4. Further, in pursuant to provisions of clause 13.1.3, the Supplier, on a complaint to this effect by the Procurer to the load dispatch centre concerned, shall be debarred from participating in Power Exchanges and on the Discovery of Efficient Electricity Pricing portal and scheduling of any new short-term contracts from that generating station for a period of three months from the date on which the default has been taken cognizance by the concerned load dispatch centre. The period of debarment shall increase to six months for second default and shall be one year for each successive default. Such debarment of the Supplier shall be without prejudice to the rights of	This clause is added based on the amendment in the Short Term Bidding Guidelines dated 21 February 2022, which is also more relevant in the present case of Medium and Long Term Procurement

Clause as per SBD	Deviations	Reasons for deviations
	the distribution licensee for seeking compensation for the default by the Supplier: 14.1.5. However, the said rule shall not be applicable on the sale of contracted power to third parties, in case of the Procurer fails to operationalized the payment security mechanism as specified in Article 13 of this agreement or in case of non-payment of dues, by the Procurer, even after two and half months from presentation of bill by the Supplier	
14.2	Modification clause from Settlement of UI to DSM	The notification of the SBD was prior to the introduction of the DSM Regulations. Hence, the same is updated with the present Regulatory Framework adopted at Central and State level.
14.4	**Removal of Clause:** Ramp up of Despatch	Since, Small Hydro projects are concerned where the generation is depended on the Water release by the concerned Government Department or seasonal impact during monsoon. Hence, there is no relevance of Clause as it is more appropriate for the Coal based Thermal Power Plants.
17.2.1. (d)	Removal of Clause : (d) any delay or failure of an overseas contractor to deliver equipment in India [or to supply Fuel from an overseas Captive Mine], if such delay or failure is caused outside India by any event specified in Sub-clause (a) above and which does not result in any offsetting compensation being payable to the Supplier if Supplier is NOT a Trading Licensee, or Developer if Supplier is a Trading Licensee] by such contractor;	Since, proposed Power Plants eligible for the Bid are the existing operational Power Plants or the Power Plants expecting to be commissioned in 1 year from the date of the RfP notification.
17.6.2.	Additional Sub-clause : a) before COD, the Contract Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists (applicable for the plant expecting to be commissioned in 1 (one) year; or	This is relevant in case of the Plant expecting COD in 1 year have a case of extending its COD due to Force Majeure Event.
25.4	Additional Clause: 25.4.2 Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest (Late Payment Surcharge) for the period of delay calculated at a rate equal to base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time: 25.4.3 Further, all the bills payable by the Procurer to Generator for power procured from it, shall be time tagged with respect to the date and	Linked to the MoP's Late Payment Surcharge Rules as amended from time to time.

Clause as per SBD	Deviations	Reasons for deviations
	time of submission of the bill and the payment made by the Procurer shall be adjusted first against the oldest bill and then to the second oldest bill and so on so as to ensure that payment against a bill is not adjusted unless and until all bills older than it have been paid for.	
26.1	**Definitions added for the following terms:** "Appointed Date", "Bidding Document", "Charge", "DSM Regulations", "Emergency", "Supply"	For more clarity to the Bidders.
26.1	**Definitions removed for the following terms:** "Deed of Hypothecation", Default Escrow Account", "Default Escrow Agreement", "Default Escrow Bank", "Fuel", "Fuel Supply Agreement", Linkage Coal", "Mis-declaration", "Peak hours", "UI Regulations",	Has no relevance as part of the PPA and RfP.
26.1	**Definitions modified for the following terms:** "Grid Code", "Power Purchase Agreement"	For more clarity to the Bidders
Schedule C	Default Escrow Agreement	Removed as per the deviations discussed above relating to Escrow Account
Schedule E	Deed of Hypothecation	Removed as per the deviations discussed above relating to Escrow Account as the Deed of Hypothecation is part of Escrow Agreement related provisions under the SBD.
Schedule D	Added new Schedule for Quantum and Rate	For more clarity in the PPA

3.44. NUPLLP has also made a deviation in the RFP document with respect to the Standard Bidding Document pertaining to the eligibility criteria for the Hydro Projects, where the Hydro Projects operating under the Lease with the Appropriate Government shall also be eligible to Bid. Since, it is evident in case of Maharashtra, few of the Hydro Projects operating in Maharashtra are the Hydro Assets which are leased to the developer for operating the same. The clause wise details for the deviation made under the RFP for the Hydro Power procurement is provided as under for approval of the Commission:

Clause as per the SBD	Deviations	Reasons for deviations
New clause addition	*1.2.21 For the purposes of bidding hereunder, the Single Part Tariff in Rs./kWh discovered as L-1 during e-Reverse Auction shall constitute the tariff for the Supply of Electricity upto Delivery Point (the "Tariff").*	Since, Single Part Tariff is proposed instead of Two Part Tariff as per the SBD, as discussed under the Deviations relating to Draft PPA above.
New clause addition	*1.2.23 The Bidder shall not be entitled to claim Renewable Energy Certificate's (REC) as power being suppled is Green Power to meet RPO of Procurer.*	To bring Clarity to the Bidders relating to REC attributes
New clause addition	*1.2.24 Based on its Bid as per the provisions of the HPPA, the Tariff shall be paid to the Supplier as mentioned under Clause 1.2.21.*	Since, Single Part Tariff is proposed instead of Two Part Tariff as per the SBD, as discussed under the Deviations relating to Draft PPA above.
2.2.1 (b)	The Applicants/ Bidders should be the owner and operator	To promote competition by

Clause as per the SBD	Deviations	Reasons for deviations
	of the Power Station(s) from where electricity shall be supplied; **Or the Applicants/ Bidders should be the developer and operator under development agreement and lease agreement with the Appropriate Government departments, of the Power Station(s) from where electricity shall be supplied;**	allowing Hydro Project operating under Hydro Power Development Agreement signed with the Appropriate Government.
2.2.2 (A)	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicants shall own and operate power generating station(s) **Or the applicant shall develop and operate under development agreement and lease agreement with the appropriate government departments, power generating station(s)** having an installed/ available capacity equivalent or greater than the capacity for which the Applicant is willing to Bid. Bidders shall not be allowed to increase their capacity at e-Reverse Auction Stage or L-1 Matching greater than for which Technical Capacity has been submitted.	
2.2.3 (i)	(i) Certificate(s) from statutory auditors of the Applicant, stating the power station which are owned and operated by the Applicant Or developed and operated by the Applicant under development agreement and lease agreement with the Appropriate Government departments (lease deed to be attached), as specified in paragraph 2.2.2 (A); and	
3.2.1	Subject to the provisions of Clause 2.2, the Applicants must establish the minimum Technical Capacity specified in Clause 2.2.2(A) (the "Eligible Projects"). For a power generating project to qualify as an Eligible Project, it should be owned and operated by the Applicant **Or developed and operated by the Applicant UNDER development agreement and lease agreement with the Appropriate Government departments,** and shall include a Power Station built and operated on PPP, BOLT, BOO, BOOT, BOT, DBFOO, Lease Deed Model with the Appropriate Government or on other similar basis.	
ANNEX I - Technical Capacity of the Applicant[1] Certificate from Statutory Auditor regarding Eligible Projects	Based on its book of accounts and other published information authenticated by it, this is to certify that …… (name of the Applicant) having its registered office at ……. Own the …… (name of Project) from ……. (date) **OR developed the ……..(name of the Project) under development agreement and lease agreement with appropriate government departments from ……. (date).**	
2.18 (i)	it contains a copy of Agreement or equivalent arrangement for the Fuel (Water) or **a copy of the Hydro Power Development Agreement signed with the Appropriate Government**;	
2.2.1 (c)	**Removal of clause:** the Power Station(s) has access to an assured supply of Fuel (water); and	Since, in case of Run off the River plant without Pondage, the availability of the water will be subject to the release instruction by the concerned state Water Irrigation Department
New clause added	*3.1.3 The evaluation of the Landed Cost (inclusive of*	Required to compare the