

Rajasthan Electricity Regulatory Commission

Petition No. RERC/1961/2021

Petition filed under Regulation 10 of RERC (Terms and Conditions for Determination of Tariff from Renewable Energy Sources) Regulations 2020 For Extension of Power Purchase Agreements of Wind Power Generators for a Period of 5 Years.

Coram:

Dr. B.N. Sharma, Chairman

Shri Hemant Kumar Jain, Member

Dr. Rajesh Sharma, Member

Petitioner : Rajasthan Urja Vikas Nigam Limited.

Respondents : 1. Rajasthan Renewable Energy Corporation Ltd.
2. Amazo Power LLP.
3. FFR Software Pvt. Limited.
4. Rajasthan State Mines and Minerals Limited.
5. Ushdev Engitech Limited.

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Date of hearing : 15.02.2022, 08.03.2022, 20.09.2022, 20.10.2022 and 29.11.2022

Present : Sh. Shashwat Purohit, Advocate for Petitioner.

Sh. P. N. Bhandari, Advocate for RSMML.

Ms. Shalini Rai, Representative for RRECL.

Date of order

04.01.2023

Order

1. Petitioner Rajasthan Urja Vikas Nigam Limited ('RUVNL') has filed this petition under Regulation 10 of the RERC (Terms and Conditions for Determination of Tariff from Renewable Energy Sources) Regulations, 2020 for the extension of the Power Purchase Agreements of Wind Power generators for a period of 5 Years.

2. Notices were issued through online portal to Respondents. The matter was listed on 15.02.2022, 08.03.2022, 20.09.2022, and 20.10.2022 through video

conferencing and was finally heard on 29.11.2022. Sh. Shashwat Purohit, Advocate appeared for the Petitioner. Sh. P. N. Bhandari, Advocate appeared for Respondent RSMML and Ms. Shalini Rai appeared for RRECL.

3. Petitioner in its petition and during the hearing has mainly submitted as under:

3.1. The following six (6) wind power projects have completed or will complete within one year, their term/period as per their respective PPAs with the Discoms:

S.No.	Name/Location of generator	Capacity (MW)	PPA Date	Date of expiry of the initial term of PPA	Scope for extension as per PPA
1.	RRECL, Devgarh	2 MW	14.12.1999	20.09.2020	Upto 10 years
2.	FFR Software, Barabagh.	0.35 MW	22.03.2002	29.10.2021	Upto 5 years
3.	RRECL, Phalodi	2 MW	10.11.2000 and subsequently supplementary PPA on 26.09.2016.	31.03.2019	Upto 10 years
4.	RSMML, Barabagh (Phase-I)	4.9MW	16.04.2003	05.09.2021	Upto 10 years
5.	Ushdev Engitech Limited, Barabagh.	2MW	04.10.2002	27.11.2022	Upto 5 years
6.	Amazo Power (Vishal Exports) Barabagh.	1.75 MW.	22.03.2002	29.10.2021	Upto 5 years

3.2. As per the existing terms and conditions of the PPAs with the above-mentioned generators, the period of PPA can be extended up to a period of 5- 10 years.

3.3. Rajasthan Discoms currently have a shortfall in meeting the RPO targets set by the Commission. The details of RPO compliance of Discoms over the years is as under:

Year	Total Energy Excluding Hydel Energy from 2017-18 MU	Wind		Biomass		Solar		Total	
		Target	Ach.	Target	Ach.	Target	Ach.	Target	Ach.
		%	%	%	%	%	%	%	%
2014-15	67423.22	6.80	5.60	0.70	0.41	1.50	0.69	9.00	6.71

Year	Total Energy Excluding Hydel Energy from 2017-18 MU	Wind		Biomass		Solar		Total	
		Target	Ach.	Target	Ach.	Target	Ach.	Target	Ach.
		%	%	%	%	%	%	%	%
2015-16	69395.20	7.30	6.27	0.90	0.35	2.00	0.96	10.20	7.58
2016-17	69221.16	7.80	7.41	1.10	0.40	2.50	1.17	11.40	8.98
2017-18	67915.42	8.20	7.22	1.30	0.52	4.75	2.89	14.25	10.62
2018-19	74422.991	8.00	7.40	0.60	0.48	4.75	4.38	13.35	12.26
2019-20	73096.19	8.30	7.42	0.70	0.54	6.00	6.04	15.00	13.99
2020-21 (Prov.)	78369.93	8.60	6.28	0.80	0.53	7.25	6.03	16.65	12.84
2021-22 upto July-Prov.	26137.47	8.90	10.32	0.90	0.54	8.50	7.45	18.30	18.31

3.4. Commission vide order dated 09.10.2020 directed as under:

“...Commission directs Discoms to make up the shortfall in the next three years by buying renewable energy which is now available in plenty through reverse bidding as being done now”

3.5. The Board of Directors of RUVNL in its 42nd Meeting held on 25.06.2021 accorded approval to extend the PPAs of RRECL's Devgarh and Phalodi projects for a period of 5 years at a tariff of Rs. 2.44/kWh, the lowest tariff discovered through competitive bidding process by Solar Energy Corporation of India ('SECI'). Further, the Board of Directors in its 44th Meeting held on 08.10.2021 accorded approval to extend the PPAs of RSMML, Ushdev Engitech Limited, Amazo power and FFR software for a period of 5 years at a tariff of Rs. 2.44/kWh or tariff discovered by RUVNL in period of one year from signing extension agreement, whichever is lower.

3.6. The Wind Power Producers have given their consent for extension of PPAs at the aforesaid tariff.

3.7. The projects of the Respondents are established and the PPA as well as the RERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2020 empowers the Petitioner for extension of PPA's for extended period. Therefore, the Board of Directors in its 42nd and 44th meeting held on 25.06.2021. and 08.10.2021 respectively decided to extend the PPA's for a further period of 5 years which makes the total period of project 25 years and the Same is considered as

expected life of renewable energy project. Further, the power purchased from these projects will also be counted towards the RPO requirements.

3.8. As per the RERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2020(hereinafter the RERC RE Tariff Regulations 2020'), the petitioners can consider procuring power from RE projects during extended period of their respective PPAs. The relevant clause is reproduced as under:

"10 Procurement of Power from Renewable Energy Projects during Extended Period

10.1 The Distribution Licensee(s) at their own discretion may procure power from Renewable Energy Projects during extended period considering the following aspects:

- a) Overall Energy Requirement and Energy Availability from various sources*
- b) To meet the RPO targets for the year;*
- c) Tariff for procurement of power from such projects (equivalent to the latest tariff discovered through competitive bidding for relevant technology.*

Provided that for any renewable energy technology, if the latest tariff discovered through competitive bidding is not available, the Commission will determine the tariff on case to case basis, only if the Distribution Licensee(s)is willing to procure power from such project during extended period.

10.2 For procurement of power from such projects, the Distribution Licensees may enter into an agreement with Renewable Energy Project Developer during extended period at mutually agreed terms, to be approved by the Commission."

3.9. Thus, the Petitioners have proposed the following:

- i). to extend the period of the PPAs of RRECL, Devgarh, and RRECL, Phalodi for a period of 5 years from the date of expiry of the initial term at a tariff of Rs. 2.44/kWh.
- ii). to extend the period of the PPAs of RSMML, Ushdev Engitech Limited, Amazo power, and FFR software for a period of 5 years from the date of expiry of the initial term at a tariff of Rs. 2.44/kWh or tariff discovered

by RUVNL in the period of one year from signing the extension agreement, whichever is lower.

3.10. Petitioner in the petition prayed as under:

- (i) To admit the subject Petition;
- (ii) To approve extension of power purchase agreements of wind power generators for a period of 5 years;
- (iii) To condone any error/omission and to give opportunity to rectify the same;
- (iv) To permit the Petitioner to make further submissions, additions and alterations to this Petition as maybe necessary from time to time;
- (v) To pass any other order as the Hon'ble Commission may deem appropriate in favour of the Petitioners.

4. Rajasthan Renewable Energy Corporation Limited ('RRECL')-Respondent No.1 in their reply and during the hearing mainly submitted that under the prevailing RERC RE Tariff Regulations 2020 under Regulation no. 10 "*Procurement of Power from Renewable Energy Projects during the extended period*", RRECL has conveyed its consent to the petitioner's proposal in the said petition for extending the 2 nos. (2.1 MW Phalodi and 2.25 MW Devgarh) PPAs on mutually agreed terms.

5. Amazo Power LLP - Respondent No. 2 conveyed that they have withdrawn their consent as due to increased O&M liability, they are not able to run WTG at the offered tariff and will dismantle the plant for scrap sale,

6. FFR Software Pvt. Limited - Respondent No. 3 submitted that under the prevailing RERC RE Tariff Regulations, 2020 under Regulation no. 10 "*Procurement of Power from renewable Energy Projects during extended period*". Respondent No. 3 has conveyed its consent for the PPA for 1 No. wind mill (Loc. J-50 having capacity of 0.35 Mw) to the petitioner's proposal in the said petition.

7. Rajasthan State Mines and Minerals Limited ('RSMML')- Respondent No. 4 in their reply and during hearing mainly submitted as under:

7.1. The condition of "*or tariff discovered by RUVNL in a period of one year from signing extension agreement, whichever is lower*" is grossly discriminatory, where no such rider has been kept for RRECL Plants. Even otherwise, the one-year rider is grossly unjust & unfair and legally not sustainable. The petitioner is seeking approval from the Commission for a rate that is unknown at this stage.

7.2. The Petitioner is grossly misleading on the issue of the lowest tariff. The lowest rate at which the Petitioner is procuring wind energy is Rs 2.78 per unit, which is suppressed by the Petitioner. Lowest discovered rate always means the lowest in that category.

7.3. Commission has always determined separate tariffs for Solar/Wind/Biomass etc. Therefore, quoting the tariff of Solar energy for the extension of Wind Energy plants is illogical, irrational & unworkable.

7.4. Respondents have given their unconditional consent, because of the threat that an extension will not be given, unless they sign on the dotted line. The Hon'ble Supreme Court has time & again deprecated this tendency of the instrumentalities of the State for securing consent under duress.

7.5. RSMML was getting a rate of Rs. 5.71 per unit. Now a rate of Rs 2.44 per unit proposed with riders, is not the lowest rate. The actual rate at which the petitioner is procuring is Rs 2.51 per unit, as the SECI is charging 7 paise per unit. Lowest rate is not a matter between two private parties. It always means the rate payable by the Procurer. Hence, it is misleading to call it the lowest discovered tariff. Further, if Rs 2.51 per unit can be paid for procurement through the middleman route, then the same tariff may also be offered to the Respondents, who responded to the offer for setting up such plants when the technology was much costlier than today. The Commission should not allow any discrimination between those who have come directly & those who come through the middleman (i.e.,SECI etc.). Respondents would not like to put an extra burden on the Petitioner but expecting the same rate is quite logical & legitimate.

7.6. The so-called discovery of tariff by SECI is virtually irrelevant for the present scenario as this rate is for big solar plants of around 100 MW. The economy of scale is recognized by Economists, all over the world. The so-called competition between the two categories is unjust & unfair. Therefore, some consideration should be given for this uneven match of tariff discovered through SECI and the rates discovered for mega projects should not be compared with petty generating plants below 5 MW.

7.7. After learning about the discriminatory tariff between different generators, RSMML has since then withdrawn the earlier unconditional consent letter.

7.8. Regulation 10.1 (c) of the Regulations is applicable only for competitive bidding, if any, conducted by the petitioner. Bidding by a third party is not covered by this provision but can be kept in view by the Commission, while giving its approval under Article 10.2.

7.9. The extension of the PPA for 5 years only makes no sense. Even 20 years back, PPAs were executed with a vision of extension by 10 years. Discoms have not fulfilled their own RPO targets, not even once during the last seven years. This situation of annual shortfall can improve only if the Petitioner keeps its RPO targets slightly higher than those fixed by the Commission. It is therefore submitted that the extension should be for 10 years, as envisaged by the Agreement.

7.10. It is prayed that while giving a tariff of at least Rs. 2.51 per unit, extension of PPA should be permitted for 10 years. Further, approval of the draft PPA would be futile as the draft PPAs will have to be modified, once the Commission decides this petition.

8. Ushdev Engitech Limited - Respondent No. 5 submitted that under the prevailing RERC RE Tariff Regulations 2020 under Regulation no. 10 "Procurement of Power from renewable Energy Projects during extended period", Respondent No. 5 has conveyed its consent for extending the PPA on mutually agreed terms for 2 Nos. wind mill (Loc. J-59 & J60 having capacity of 1 MW each and total capacity 2 MW at village Badabaugh, Jaisalmer (Distt.) to the petitioner's proposal in the said petition.

9. Petitioner in its Rejoinder to the reply filed by Respondent no. 4 (RSMML) mainly submitted as under:

9.1. Petitioner has filed the present petition for approval of extension of PPA's which have completed their initial term of 20 years.

9.2. Projects of Respondents are established and the PPA as well as the RERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2020 empowers the Petitioner for extension of PPA's for the extended period. Therefore, the Board of Directors in its 42nd and 44th Meetings held on 25.06.2021 and 08.10.2021 respectively decided to extend the PPA's for a further period of 5 years which makes the total period of project 25 years and the same is considered as the expected life of renewable energy project. Further, the power purchased from these projects will also be counted towards the RPO requirements.

9.3. As admitted by Respondent No. 4 in its submissions the standard practice for the execution of PPAs is for 25 years and thus, the extension of the present PPA for 5 years will ensure the satisfaction of standard practice.

9.4. Regarding the objection of the Respondent No. 4 to the condition of extension of PPA on the lowest discovered tariff, it is submitted that the Discoms are incorporated to distribute the electricity to general public at minimum cost and not for making profits. Any rate above the lowest discovered tariff will cause undue hardship for the end consumers and same would be in contravention to the public policy. Therefore, Discoms cannot offer any tariff rate above the lowest discovered tariff. Further, the lowest discovered tariff is found through the competitive bidding process in the open market and the same cannot be questioned.

9.5. The averment the Respondent No. 4 with regard to the lowest tariff is denied and misconceived in the manner stated. The lowest tariff has been discovered through competitive bidding conducted by the SECI, i.e., Rs. 2.44 per unit. Further, Rs. 0.07 per unit is the trading margin. Further, the lowest discovered tariff is the same across the country and the Petitioner is offering the same to each and every wind-based renewable energy power project.

9.6. Further, in the 29th Meeting of the Coordination Committee of Rajasthan Power Sector Companies held on 30.12.2021, it has been decided to extend the PPAs of wind based renewable power project under the REC mechanism at the rate of Rs. 2.44 per unit, which is the lowest discovered tariff.

9.7. Respondent No. 4 conveyed its consent to the Petitioner for extension of PPA at Rs. 2.44 per unit vide the letter dated 15.11.2021 and withdrawal of such consent is an afterthought and the same cannot be withdrawn after filing of the present petition and thus, there is no relevance of withdrawal of consent.

9.8. As regards the contention of Respondent No.4 that Regulation 10 of the RERC RE Tariff Regulations 2020 is not applicable to the existing renewable power projects for procuring energy for an extended period, the Regulation states categorically that the tariff has to be discovered through the competitive bidding process.

9.9. It is stated by Respondent No. 4 that it has been getting a tariff of Rs. 5.71 per unit for the initial term of 20 years, which is too high compared to the rates at which the electricity is available in the open market. The project of the Respondent No. 4 would be viable at Rs. 2.44 also as the similarly placed renewable energy generators do not have any objection with regards to the lowest discovered tariff. Even Respondent no. 4 had no objection to the present tariff as it has given its consent for the extension of PPA on the lowest tariff available.

10. Petitioner in its preliminary submissions stated that the projects of Respondents are established and the PPA as well as the RERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2020 empowers the Petitioner for extension of PPA's for the extended period. Therefore, the Board of Directors in its 42nd and 44th Meeting held on 25.06.2021 and 08.10.2021 respectively decided to extend the PPAs for a further period of 5 years which makes the total period of the project as 25 years, and the same is considered as the expected life of renewable energy project. Further, the power purchased from these projects will also be counted towards the RPO requirements. In absence of a valid PPA with Respondent No. 1 to 4 payments towards electricity supply are not being made and the case of the Respondent No. 5 is different as its PPA is sustaining. The Petitioner is

regularly maintaining joint meter readings with all the Respondents and the same is being countersigned by the Respondents.

11. Petitioner in its Rejoinder to reply filed by Respondent no. 5 (Amazo Power LLP) mainly submitted that the present petition for the extension of PPA has been filed vis-a-vis Respondent No. 5 (Amazo Power LLP). However, after filing of the present Petition, Respondent No.5 intimated them regarding the withdrawal of its consent vide the letter dated 30.12.2021, which the Petitioner received on 05.01.2022 vide which it has communicated that it has dismantled its plant and is not interested in continuing with the PPA. Thus, in such changed circumstances, the extension of PPA vis-à-vis Respondent No. 5 is not possible.

12. During the hearing on 20.09.2022 the Petitioner requested the Commission to allow them to amend their Petition. Subsequently, the Petitioner submitted the amended petition on 02.11.2022 stating that the proposal of extension of PPA at the rate lower than Rs 2.44/kWh is beyond the resolution passed by the Petitioner in its 44th Board Meeting and the Petitioner sought Amendment in the Petition Application under Section 94 of the Electricity Act, 2003 read with order VI Rule 17 of the Civil Procedure Code by filing the miscellaneous application. According to the Petitioner, the extension of PPA's was considered in the item no. 11 of the 44th meeting of Board of Directors. The relevant excerpt of the 44th meeting is reproduced herein for ready reference:

"After detailed deliberations and considering the fact that this project will help in fulfilling RPO of the Discoms, the Board agreed with the proposal to extend the term of agreement beyond 29.10.2021 @ Rs 2.44/kWh or rate discovered by RUVNL within a period of one year from the date of signing extension agreement, whichever is lower."

12.1. After such discussion the following resolution was passed:

"RESOLVED THAT the approval of the board be and is hereby accorded to procure wind power from 0.35 MW wind power plant of M/s Vishal Plus tomer Pvt. Limited (now known as M/s FFR Software Pvt. Limited) situated at Barabagh, District Jaisalmer and to extend the term of agreement for next five years beyond 29.10.2021 (i.e. 30.10.2021 to 29.10.2026) @ Rs. 2.44 kWh through tariff based competitive bidding conducted on 13.02.2018 for the selection of developers to set up wind anywhere in India under ISTS-Wind-Tranche III."

12.2. The Petitioner sought to amend the pleading in the following manner-

Sub-Para (ii) of Para 12 be substituted as following:

"to extend the period of the PPAs of RSMML, Ushdev Engitech Limited, Amazo power and FFR software for a period of 5 years from the date of expiry of the initial term at a tariff of Rs. 2.44/kWh."

12.3. Petitioner prayed before the Commission that its present miscellaneous application may be allowed and accepted, and the Petitioner be allowed to amend its pleadings to the extent stated hereinabove.

Commission's view:

13. Commission has considered the submissions, replies, rejoinders and oral arguments made on behalf of the Petitioner and Respondents.

14. Before proceeding further, we first look into the provisions of regulation 10 of the RERC RE Tariff Regulations 2020. The relevant provisions are reproduced as under:

"10 Procurement of Power from Renewable Energy Projects during Extended Period

10.1 The Distribution Licensee(s) at their own discretion may procure power from Renewable Energy Projects during extended period considering the following aspects:

- a) Overall Energy Requirement and Energy Availability from various sources*
- b) To meet the RPO targets for the year;*
- c) Tariff for procurement of power from such projects (equivalent to the latest tariff discovered through competitive bidding for relevant technology.*

Provided that for any renewable energy technology, if the latest tariff discovered through competitive bidding is not available, the Commission will determine the tariff on case to case basis, only if the Distribution Licensee(s)is willing to procure power from such project during extended period.

10.2 For procurement of power from such projects, the Distribution Licensees may enter into an agreement with Renewable Energy Project Developer during extended period at mutually agreed terms, to be approved by the Commission."

15. It is observed from the above that Distribution Licensee may procure power from the Renewable Energy projects at its discretion however, before doing so it may have to consider three aspects in respect of the overall Energy requirement and energy availability from various sources, to meet RPO targets for the year and tariff for such procurement is to be equivalent to the latest tariff discovered through competitive bidding for relevant technology. However, for this extension the Distribution licensee has to enter into an agreement with Renewable Energy Project developer during the extended period at mutually agreed terms to be approved by the Commission.
16. We have also noted the RPO compliance status submitted by the Discoms. The latest RPO Compliance status Discoms received from RREC on 06.06.2022 is as follows:

Year	Total Energy Excluding Hydel Energy in MU	Wind		Biomass		HPO		Solar		Total	
		Target	Ach.	Target	Ach.	Target	Ach	Target	Ach.	Target	Ach.
		MU	%	%	%	%	%	%	%	%	%
2014-15	67423	6.80	5.60	0.70	0.41			1.50	0.69	9.00	6.71
2015-16	69393	7.30	6.27	0.90	0.35			2.00	0.96	10.20	7.58
2016-17	69166	7.80	7.38	1.10	0.40			2.50	1.14	11.40	8.92
2017-18	67915	8.20	7.22	1.30	0.52			4.75	2.89	14.25	10.62
2018-19	74423	8.00	7.40	0.60	0.48			4.75	4.38	13.35	12.26
2019-20	73425	8.30	7.24	0.70	0.53			6.00	5.97	15.00	13.75
2020-21	78370	8.60	6.28	0.80	0.53			7.25	6.03	16.65	12.84
2021-22	84051	8.90	6.64	0.90	0.46	018	0.0	8.50	7.02	18.48	14.12

17. It is observed that the Discoms have also to meet their shortfall in meeting its RPO of the earlier years, and RPO targets fixed for them for FY 2022-23 and 2023-24 are even higher. It is further noted that earlier Discoms had filed Petition No. 1979/2021 regarding RPO compliance where Commission had issued the order on 23.12.2021 in the matter directing the Discoms to make all efforts to meet their total RPO and backlog accumulated till date along with the respective year targets given to them.
18. From the Minutes of the 42nd BOD Meeting of RUVNL it is observed that the lowest tariff rate discovered, till the date PPA are expiring, through Tariff based competitive bidding conducted by SECI was Rs. 2.44-2.45/kWh (plus trading

Margin of Rs. 0.07/kWh) on 13.02.2018 (after e-reverse Auction) for the wind projects to be installed anywhere in India from ISTS-Wind-Tranche-III scheme of SECI. After detailed deliberation, the Board reached the conclusion that the projects of RRECL also help in fulfilling the RPO of the State. Finally, the Board subject to the consent of RRECL accorded the consent to procure the wind power from RRECL and to extend the term of the agreement for the next five years at Rs. 2.44/kWh lowest tariff discovered through Tariff Based Competitive Bidding Process by SECI. Further, the BOD in its 44th Meeting also accorded similar consent to extend the PPAs for 5 years at a tariff of Rs.2.44/kWh in respect of RSMML, Amazo Power LLP, FFR Software Pvt. Ltd., and Ushdev Engitech Ltd.,

19. It is observed that RRECL, FFR Software Pvt. Ltd., and Ushdev Engitech Ltd., confirmed their consent, however, Amazo Power LLP has withdrawn their consent stating that they are going to dismantle all 5 WTGs for scrap sale and they do not want to extend the PPA for further period. RSMML initially stated to withdraw their consent mainly on the ground that tariff that is being offered is discriminatory. It is also their request that PPA may be extended for ten years.
20. Regarding the request of one of the respondents for the extension of PPAs for ten years, it is observed that the RERC RE Tariff Regulations 2020 define the Extended period of a Renewable Energy Power plant as under:

“2.1 (l) “Extended Period” means the tariff period of a Renewable Energy Power Plant after the expiry of Power Purchase Agreement;”

The said Regulations further define the useful life for wind power projects as 25 years as under

*“2.1 (mm) Useful Life” in relation to a Unit of a generating station shall mean the following duration from the date of commercial operation (COD) of such generation facility, namely:
(a) Wind energy power project 25 years
.....”*

21. Considering the above, in our view the PPAs may only be extended by five years matching with the useful life of wind power plants. Thus, we are not

inclined to accept the request of one of the Respondents for the extension of 10 years in the PPAs.

22. In light of the above, the tariff of Rs.2.44/kWh as proposed by the Petitioner for the extension period of PPA is the lowest tariff discovered through Tariff Based Competitive Bidding Process by SECI for wind power plants. Therefore, the Commission is satisfied that the mutually agreed tariff for the five (5) years extension period of PPA is a reasonable price for the procurement of power by RUVNL.
23. The request of one of the respondents for allowing Rs. 2.51/kWh by including Rs 0.07/kWh charged by SECI is not acceptable as SECI charges these charges as a trading margin for conducting the bidding process, which is neither relevant nor applicable in the present case since respondent is not a trading licensee. Therefore, the request of the Respondent in this respect is not acceptable.
24. On the issue of power supplied during the intervening period RUVNL submitted that in absence of a valid PPA with Respondents No.1 to 4 payments towards electricity are not being made and they are regularly maintaining the joint meter readings with all respondents. It is their submission that it shall enter into the Supplementary Power Purchase Agreements with M/s RRECL, FFR Software Pvt., Ltd., and Ushdev Engitech Ltd., who have consented for the extension of the term/period of their respective PPAs for five years.
25. Commission also perused the Draft Supplementary PPAs annexed with Petition and directs that these would stand modified to the extent of tariff and duration of extension allowed in this order. Commission would also like to note that in case of any inconsistency between the PPAs and the RERC Regulations, the latter shall prevail.
26. RUVNL in their additional submissions has submitted that in absence of a valid PPA with the respondents the payment for power purchase is not being done. However, they are regularly maintaining joint meter reading with Respondents.

In this regard, it is directed that on account of the above extension RUVNL shall make the payments for the energy supplied during the intervening period within three months from the date of issuance of this order.

27. We accordingly order as follows:

(a) The PPAs of the Respondents who have given their consents, except Amazo Power LLP shall be extended for five (5) years from the date of expiry of their respective PPAs at the tariff of Rs.2.44/kWh.

(b) RUVNL and Respondents (except Amazo Power LLP) may enter into the Supplementary PPAs to extend their earlier PPAs in terms of (a) above.

(c) Consequent upon the above, RUVNL will make the payment for the energy supplied during the intervening period within three months from the date of issuance of this order.

28. The petition is disposed of in the above terms.

(Dr. Rajesh Sharma)
Member

(Hemant Kumar Jain)
Member

(Dr. B. N. Sharma)
Chairman