

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2401 of 2024

In the Matter of:

Petition under Section 86 (1) (c) & (f) of the Electricity Act, 2003 read with Regulations 80 and 82 of the GERC (Conduct of Business) Regulations 2004 seeking directions for extension of time period for commissioning the entire evacuation line along with bays and metering system due to unforeseen reasons.

And

IA No. 04 of 2025 in Petition No. 2401 of 2024.

In the matter of:

Interlocutory Application under Section 94 (2) of the Electricity Act, 2003 Read with Regulation 61 and 80 of the GERC (Conduct of Business) Regulations 2004 seeking Interim Stay/Injunction and Appropriate Interim Orders.

Petitioner : Cleanmax Vayu Private Limited.

Represented By : Ld.Senior Advocate Shri Mihir Thakore,
Ld. Adv. Mr. Aditya K. Singh along with
Adv. Ms. Anukriti Jain
V/s.

Respondent No.1 : Gujarat Energy Transmission Corporation Limited

Represented By : Ld. Adv. Ms. Ranjitha Ramachandran alongwith Mr.
S.K. Nair and Mr. Shobhraj Jayswal

CORAM:

MehulM.Gandhi, Member

S.R. Pandey, Member

Date: 17/06/2025

ORDER

1. The present petition has been filed by Petitioner under Section 86 (1) (c) & (f) of the Electricity Act, 2003 read with Regulations 80 and 82 of the GERC (Conduct of Business) Regulations 2004 seeking following reliefs.

a) To declare that following unforeseen events have impacted ability of the Petitioner to construct the evacuation line along with bays and metering system for evacuation of 100 MW renewable power:

- i) Delay in clarity of the status of Lead Generator.
- ii) Delay associated with vendor Approval for GIS.
- iii) Delay connected with Common Drawing Approval.

b) To grant extension of timeline for Commissioning the entire evacuation line along with bays and metering system for evacuation of 100 MW renewable power from the project of Petitioner due to delays suffered on account of unforeseen events in light of the submissions made in the present Petition; and

c) To direct that the Petitioner ought not to be made liable in any manner for the delays caused in implementation of evacuation line along with bays and metering system due to the unforeseen events as mentioned in the present Petition

2. The Petitioner vide dated 26.09.2024 in his written representation has submitted as under.
- 2.1. The Petitioner, Cleanmax Vayu Private Limited is a company incorporated under the Companies Act, 2013.
- 2.2. The Petitioner is developing a renewable energy generating plant at Village: Devpur Ranuja, Kharedi, Mudila; Taluka Kalavad, District Jamnagar in the state of Gujarat under captive mode.
- 2.3. The Petitioner is generating company within the meaning of Section 2 (28) of the Electricity Act, 2003.
- 2.4. The Respondent, Gujarat Energy Transmission Corporation Ltd. is a company incorporated under the Provisions of the Companies Act, 1956.
- 2.5. The Petitioner has been granted Connectivity for evacuation of 100 MWac renewable power at 220 KV Kalavad substation of GETCO.
- 2.6. The Respondent, GETCO has agreed to the connection of 100 MW renewable power project of Petitioner to the transmission system of GETCO at the interconnection Point at 220 kV Kalavad substation and to the Petitioner using transmission system of GETCO to transmit electricity from the power project.
- 2.7. The Respondent, GETCO vide its letter dated 27.07.2024 has informed the Petitioner that the entire evacuation line along with bays and metering system need to be completed within 18 months from grant of Stage II connectivity on

28.07.2023 i.e. by 27.01.2025 failing which Respondent shall initiate action in accordance with the procedure dated 07.01.2023.

2.8. The Petitioner has suffered delays, regarding implementation of the evacuation line along with bays and metering system, due to the following unforeseen and uncontrollable impediments and challenges not attributable to the developer:

- I. Delay in clarity of the status of Lead Generator.
- II. Delay associated with vendor Approval for GIS.
- III. Delay connected with Common Drawing Approval.

2.9. On 30.04.2020, the Commission issued Order No. 2 of 2020 regarding tariff framework for procurement of power from Wind Turbine Generators and other commercial issue for the State of Gujarat.

2.10. In Order dated 30.04.2020, the Commission has specified the period for commissioning the entire evacuation line along with bays and metering system by the project developer as 1.5 year (i.e. 18 Months) from the date of allotment of transmission capacity.

2.11. The Respondent can issue extension if the developer fails to commission the entire evacuation line along with bays and metering system within the stipulated time period due to unforeseen reasons.

- 2.12. On 07.01.2023, the Commission issued procedure for “Grant of Connectivity to project based on Renewable source to Intra State Transmission System”.
- 2.13. On 01.04.2023, the Respondent intimated approval to the Petitioner for stage I grid connectivity for evacuation of 100 MW Wind power at 220 kV Kalavad substation of GETCO.
- 2.14. On 09.06.2023, Bank Guarantee of Rs. 5,00,00,000 (Rupees Five Crores Only) was issued by Axis Bank Limited (on behalf of the Petitioner) to Respondent. The Expiry date has been specified as 08.02.2025. The claim expiry date has been mentioned as 08.02.2026.
- 2.15. The Bank Guarantee was furnished in consideration of arrangement entered by the Petitioner with GETCO for connecting 100 MW Wind project at Village: Devpur Ranuja, Kharedi, Mudila; Taluka Kalavad, District Jamnagar in the State of Gujarat with 220 kV Kalavad substation of GETCO and towards security deposit for completing 100 MW project before the expiry date i.e. 08.02.2025.
- 2.16. On 28.07.2023, the Respondent intimated approval to the Petitioner for stage II grid connectivity for evacuation of 100 MW Wind power at 220 KV Kalavad substation of GETCO.
- 2.17. The Petitioner vide its letter dated 11.09.2023 to the Respondent provided signed copy of the documents namely (i) Connectivity Agreement (ii) Connection Agreement (iii) application form for grant of connectivity (iv) O&M

Agreement for evacuation of 100 MW power from the plant through 220 KV GETCO substation and requested GETCO to sign the above documents and sent a copy of the same to the Petitioner.

- 2.18. On 11.09.2023, Connection Agreement was executed between the Respondent and the Petitioner for establishing connectivity of 100 MW Wind Power project with 220 kV Kalavad Substation of GETCO.
- 2.19. The Petitioner vide its letter dated 04.05.2024 informed the Respondent that for optimum utilization of the resources and stable renewable energy generation, the Petitioner is planning to add solar power capacity of 60.75 MW AC in the existing location apart from 100 MW AC wind capacity.
- 2.20. The Petitioner requested the Respondent regarding addition of 60.75 MW AC solar capacity within the quantum of connectivity granted for 100 MW AC Wind power at 220 kV Kalavad substation.
- 2.21. The Respondent vide its letter dated 13.05.2024 granted approval for addition of 60.75 MW solar capacity within the quantum of approved connectivity of 100 MW of Petitioner at 220 kV Kalavad substation.
- 2.22. The Respondent stated that Connectivity shall be for 100 MW Wind Solar Hybrid capacity at 220 kV Kalavad substation and it shall be ensured that total injection of power from the project shall not exceed approved 100 MW capacity.

- 2.23. The Petitioner vide its letter dated 23.05.2024 to the Respondent provided signed documents namely (i) Connectivity Agreement (ii) Connection Agreement (iii) application form for grant of connectivity (iv) O&M Agreement for evacuation of Wind Solar Hybrid generation of 100 MW from the project at Village: Devpur Ranuja, Kharedi, Taluka Kalavad, District: Jamnagar through 220 kV GETCO substation at Kalavad and requested GETCO to sign the above documents and sent a copy of the same to the Petitioner.
- 2.24. On 14.06.2024, Bank Guarantee of Rs. 5,00,00,000 (Rupees Five Crores Only) was issued by DBS Bank Limited (on behalf of the Petitioner) to Respondent. The Expiry date has been specified as 08.02.2025. The claim expiry date has been mentioned as 08.02.2026.
- 2.25. The Bank Guarantee was furnished in consideration of arrangement entered by the Petitioner with GETCO for connecting 100 MW Wind-Solar Hybrid project at Village: Kharedi, Mudila, Devpur Ranuja Beraja, Taluka Kalavad, District Jamnagar, Gujarat with 220 kV Kalavad sub-station of GETCO.
- 2.26. On 18.06.2024, the Petitioner submitted Bank Guarantee of remaining balance amount for 100 MW connectivity application in respect of 220 kV Kalavad substation.
- 2.27. The Petitioner vide its letter dated 16.07.2024 requested GETCO for confirmation of timeline for construction of entire evacuation line along with

bay and metering system, timeline to be considered from date of issuance of the estimate and handover of bay for the construction which is actual allotment of transmission capacity considering the following milestones.

- 2.28. The Respondent vide its letter dated 22.07.2024 informed the Petitioner that timeline for commissioning of entire evacuation system along with bay and metering arrangement under 100 MW stage II connectivity granted at GETCO's Kalavad substation is till 27.01.2025.

Delay in clarity of the Status of lead Generator

- 2.29. On 22.08.2023, the Respondent sent a letter to the Petitioner providing provisional estimate of supervision charges for work of erection of 220 kV metering bay for evacuation of 100 MW Wind Power at 220 kV Kalawad substation of GETCO by the Petitioner for captive use through sharing mechanism with Stage II Grantee.
- 2.30. The Respondent stated that the Petitioner shall have to submit agreement of lead generator as per Format 06 of GERC Procedure for grant of Connectivity to RE project with any of the following stage II grantee (i) M/s.Morjar Renewable Pvt. Ltd. (ii) M/s.Opwind Energy Pvt. Ltd. (iii) M/s.Suzlon Global Services Ltd.
- 2.31. On 29.08.2023, the Petitioner paid amount towards provisional estimate of supervision charges as per letter dated 22.08.2023 of GETCO.

- 2.32. The Petitioner approached all the three lead generators for signing of the lead generator agreement.
- 2.33. The discussion regarding signing of Lead generator agreement with M/s.Morjar Renewable Pvt.Ltd. did not conclude. M/s.Morjar did not confirm signing of the lead generator agreement with the Petitioner. M/s.Morjar stated that over and above its existing connectivity capacity of 200 MW, M/s.Morjar is planning for additional 100 MW and hence they wish to utilize full bay capacity by themselves.
- 2.34. The grant of connectivity of Morjar has been revoked by GETCO in pursuance of the scrutiny of the documents submitted by M/s.Morjar.
- 2.35. The discussion regarding signing of lead generator agreement with M/s.Opwind did not conclude. Opwind did not confirm on the commercial terms as per the verbal discussion.
- 2.36. The discussion regarding signing of Lead generator agreement with Suzlon did not conclude. M/s.Suzlon did not confirm regarding commencement date of their project execution work and from the discussion held with Suzlon, it was inferred that there might be delay in project from Suzlon end.
- 2.37. The Petitioner vide its letter dated 11.09.2023 to Respondent provided signed copy of documents namely (i) Connectivity Agreement (ii) Connection Agreement (iii) application form for grant of connectivity (iv) O&M Agreement

for evacuation of 100 MW power from the plant through 220 kV GETCO substation and requested GETCO to sign the above documents and sent a copy of the same to the Petitioner.

2.38. On 11.09.2023, Connection Agreement was executed between the Respondent and the Petitioner for establishing connectivity of 100 MW Wind Power project with 220 kV Kalavad Substation of GETCO.

2.39. In view of lack of progress regarding finalization of the lead generator agreement with Morjar, Opwind and Suzlon, the Petitioner approached GETCO for assigning separate bay and for conferring of the lead generator status to the Petitioner for purpose of evacuation of power in 220 kV bay of 220 kV Kalavad substation of GETCO.

2.40. On 23.10.2023, the High court of Gujarat passed order in Special Civil Application no. 18685 of 2023 in the matter of Morjar Renewable Pvt. Ltd vs. Gujarat Energy Transmission Corporation Limited.

2.41. The Petitioner vide its letter dated 30.10.2023 requested the Respondent for allocation of the lead generator status to Petitioner. The Petitioner referred to its earlier letter dated 22.09.2023 whereby it is requested the Respondent for the status of lead generator in the event of revocation of the grant of stage II connectivity of Morjar who was earlier granted lead generator status. The

Petitioner stated that on account of the uncertainty with respect to lead generator status, initiation of implementation of the project is being affected.

- 2.42. On 22.12.2023, the Hon'ble High Court of Gujarat passed Order in special Civil Application No. 18685 of 2023 granting permission for withdrawal of the Petition with liberty to approach the Hon'ble Gujarat High Court in case of difficulty. Interim relief was vacated. Since main Petition was disposed of, Civil Application filed along with main Petition was also disposed off.
- 2.43. The Petitioner vide its letter dated 10.01.2024 requested the Respondent for award of the status of lead generator to the Petitioner in the vacated bay (Morjar who was previous lead generator has withdrawn their petition before High Court of Gujarat releasing their claim on connectivity and bay) at Kalavad substation of GETCO for evacuation of power of the Petitioner and give approval to proceed with balance associated formalities and start of construction of evacuation infrastructure.
- 2.44. The Respondent, GETCO vide its email dated 16.01.2024 informed the Petitioner, Opwind, Suzlon, Morjar, Inox that "Kick-off meeting with RE Stage-II grantees to discuss the technical aspects related to connectivity at Kalawad S/s is scheduled on 20.01.2024 at 15:00 Hrs. at R&C Office, GETCO Corporate Office, Vadodara. Kindly depute conversant person(s) to attend the aforesaid meeting.."

- 2.45. The Petitioner vide its letter dated 28.01.2024 requested GETCO to issue formal letter of confirmation as a lead generator and demand letter to initiate the process of submitting the required fees and charges and that based on same, the process of line route survey, Right of Way (ROW), finalization of location of pooling substation, location of balance WTGs, mobilization of resources can be initiated so that project development can be started for commissioning as per stipulated timeline. The Petitioner also highlighted that, development of the project was severely affected due to non-finalization of the evacuation sharing agreement with the stage II grantees (who were previously designated as lead generator) including Morjar whose stage II grant and lead generator status was revoked.
- 2.46. On 07.02.2024, the Petitioner sent a reminder letter to GETCO requesting to provide minutes of Kick-off meeting held on 20.01.2024 with renewable energy Stage -II grantees with respect to 220 kV Kalawad substation to enable Petitioner to start the work at site to execute the project within time.
- 2.47. The Respondent, GETCO vide its email dated 15.02.2024 informed the Petitioner, Opwind, Suzlon, Morjar, Inox that "A meeting with RE Stage-II grantees to discuss the technical aspects related to connectivity at Kalawad S/s is scheduled on 22.02.2024 at 15:00 Hrs. at R&C Office, GETCO Corporate Office,

Vadodara. Kindly depute conversant person(s) to attend the aforesaid meeting."

- 2.48. The Respondent, GETCO vide its email dated 26.02.2024 to the Petitioner, Opwind, Suzlon, Inox, Morjar provided the signed minutes of Kick off Meeting held on 22.02.2024 by GETCO with Stage-II connectivity grantees namely Petitioner, Opwind, Suzlon, Inox, Morjar to discuss the technical aspects related to connectivity at 220 kV kalavad sub-station.
- 2.49. In terms of the minutes of meeting held on 22.02.2024, specific bays were allocated to the aforementioned stage-II grantees including the Petitioner at 220 kV Kalavad sub-station of GETCO and therefore lead generator status was awarded to the Petitioner.
- 2.50. The Petitioner vide its letter dated 24.02.2024 requested GETCO to issue revised estimate as per Lead generator as earlier estimate was issued to the Petitioner according to bay sharing mechanism. The Petitioner stated that once revised estimate is received, it will proceed for payment and commence development of project.
- 2.51. The Respondent vide its letter dated 12.03.2024 to the Petitioner provided revised provisional estimate of supervision charges for work of erection of 220 kV GIS bay for evacuation of 100 MW wind power by the Petitioner (for captive

use) at 220 kV Kalavad substation. The total difference amount of estimate to be paid by the Petitioner was Rs. 86,77,142.66.

- 2.52. On 20.03.2024, the Petitioner deposited the amount towards revised estimate of supervision charges for work of erection of transmission network for evacuation of 100 MW power as provided in letter dated 12.03.2024 of GETCO.

Delay in Vendor Approval for GIS

- 2.53. As per the minutes of Kick off Meeting held on 22.02.2024 by GETCO with Stage-II connectivity grantees (Petitioner, Opwind, Suzlon, Inox, Morjar), all developers were required to procure same make GIS (Gas Insulated Substation) to get integrated with GIS system of existing supplier.
- 2.54. The Petitioner vide its letter dated 29.02.2024 requested the Respondent, GETCO, for approval to engage existing vendor of GETCO, who has already executed 220 kV system at Kalavad sub-station, for development of GIS system at Kalavad sub-station to enable the Petitioner to initiate the process of finalization of the contract with the vendor to start construction and synchronization activity.
- 2.55. The Petitioner sought for approval to engage existing vendor of GETCO (who has already executed 220 kV System in Kalavad Substation) for development of GIS System at Kalavad substation for faster execution of the project and integration with existing system of Kalavad substation.

- 2.56. The Respondent, GETCO, vide its email dated 02.04.2024 informed the Petitioner, Continuum energy (holding company of Morjar), Opera energy (group company of Opwind) and Suzlon that *'This has reference to your representation seeking permission to use existing make GIS bay at 400 kV Kalavad S/s in regard to the connectivity granted to you. In this regard it is to state that in view of the Govt. of India Cross Border Procurement Policy, your request cannot be granted'*.
- 2.57. The Respondent, GETCO denied the request of the Petitioner to engage existing vendor of Respondent for development of GIS at Kalavad substation due to restriction of the Central Government to use material of make of that country.
- 2.58. As a result, the developers had no choice but to go for one vendor out of the only two vendors in the country namely M/s. Seimens and M/s. GE whose lead time regarding development of GIS is 11 to 15 months post the approval of drawings and award of specification, General Arrangement (GA), Single Line Diagram (SLD) etc.

III. DELAY IN COMMON DRAWING APPROVAL

- 2.59. The Respondent, GETCO vide its email dated 21.03.2024 to the Petitioner, Continuum energy (holding company of Morjar), Opera energy (group company of Opwind) and Suzlon provided Part Layout plan of 220 kV Kalavad

substation along with comments from its Engineering Department as per trailing e-mail dated 21.03.2024 of GETCO.

2.60. The Respondent vide its letter dated 05.06.2024 to the Petitioner, Morjar, Suzlon and Opwind sought for submission of common drawing for approval of GETCO.

2.61. The Petitioner vide its letter dated 20.06.2024 informed GETCO that Petitioner is taking all efforts to finalize the deal with Vendor, the drawing will be submitted shortly.

2.62. On 03.07.2024, the Petitioner sent a letter to Respondent with copy to Suzlon regarding letter dated 05.06.2024 whereby Respondent advised to submit single drawing duly vetted by all lead developers for common approval of Respondent.

2.63. The Respondent, GETCO vide its letter dated 22.07.2024 to the Petitioner while requesting for submission of common drawing stated that 'in case of non-readiness of any of the developers, it is requested to submit the common drawing along with other ready developers.'

2.64. On 29.07.2024, the Petitioner sent a letter to GETCO requesting for Swapping of GIS Feeder Bay between Suzlon and the Petitioner at 220 kV Kalavad substation of GETCO.

2.65. On 07.08.2024, the Respondent, GETCO, sent a letter to the Petitioner and Suzlon regarding submission of drawing for common approval. GETCO stated that 'In view of the above a meeting convened on 9th August 2024 @ 15:00 at R&C section GETCO corporate office to discuss the above matter failing which decision on reshuffling of allotted bay will be taken based on the preparedness of other grantees.'

2.66. Kintech Synergy Private Ltd (contractor of the Petitioner for erection of 220 kV GIS Feeder Bay at 220 kV Kalavad substation) vide email dated 08.08.2024 provided Respondent, GETCO, with Part Layout Plan, Section and SLD in respect of allocation of 220 kV GIS feeder bays to Morjar, Petitioner, Opwind at 220 kV Kalavad Substation and requested for approval of the same.

2.67. As per the Minutes of Kick off Meeting held on 09.08.2024 regarding 220 kV GIS Kalavad,

- 1) GIS bay sequence again revised as per the request of M/s. Clean Max and technical aspects of GIS arrangement. Now GIS bay sequence shall be 1. M/s Morjar 2. M/s OPwind 3. M/s Clean max. & 4. M/s Suzlon.
- 4) All the points mentioned in MOM' dated 22.02.2024 except changes related to bay swapping between M/s. Clean Max and M/s. Suzlon shall be applicable as it is.

2.68. The Respondent, GETCO, vide its letter dated 11.09.2024 to Kintech Synergy Private Ltd (contractor of the Petitioner for erection of 220 kV GIS Feeder Bay at 220 kV Kalavad substation), communicated approval of part Layout plan and section drawing for allocation of 220 kV GIS feeder bays to the Petitioner, Morjar, Opwind and Suzlon at Kalavad Substation of GETCO. The following approval was given by GETCO:

Sr. No.	Particulars	Drawing No.	Remarks
1	Part Layout plan drawing allocated of 22 kV GIS feeder bay to all 4 RE developers at 220 kV GETCO Kalavad ss	KSPL/GETCO/PLAN /ELE/01/R0 Dtd. 10.08.2024	Approved with comments

2.69. At the time of grant of Stage-II connectivity approval on 28.07.2023, the Petitioner seeking inter-connection with Intra-state transmission system was not a lead generator. The Petitioner had to share the bay as the existing bays were allocated to the connectivity grantees namely (1) Morjar; (2) Opwind; and (3) Suzlon.

2.70. The responsibility of construction of bay and Transmission Line was not on the Petitioner and the Petitioner was only required to connect to the lead generator's premises. Since the responsibility of construction of bay and transmission line was not on Petitioner, the timeline for commissioning of the same was also not applicable at that stage for Petitioner. GETCO vide its letter dated 22.08.2023 stated that Petitioner shall have to submit agreement of lead

generator as per format-06 of GERC Procedure for grant of connectivity to RE Projects with any of the following stage II grantee: (1) Morjar; (2) Opwind; and (3) Suzlon.

- 2.71. In pursuance of the said letter dated 22.08.2023 of GETCO, the Petitioner approached the above three lead generators-Morjar, Suzlon and Opwind for signing of the lead generator agreement by way of exchanging communications and engaging in discussions during September 2023 to December 2023. However, the discussion regarding signing of the Lead generator agreement did not conclude with any of the said lead generators.
- 2.72. Morjar did not confirm signing of the lead generator agreement with the Petitioner. Morjar stated that over and above its existing connectivity capacity of 200 MW, Morjar is planning for additional 100 MW and hence they wish to utilize full bay capacity by themselves. Further, it emerged that the grant of connectivity of Morjar has been revoked by GETCO in pursuance of the scrutiny of the documents submitted by Morjar;
- 2.73. Opwind did not confirm on the commercial terms as per the verbal discussion.
- 2.74. Suzlon did not confirm regarding commencement date of their project execution work and from the discussion held with Suzlon, it was inferred that there might be delay in project from Suzlon end.

- 2.75. In view of lack of progress regarding finalization of the lead generator agreement with Morjar, Opwind and Suzlon despite best efforts of the Petitioner, and more so as connectivity of one of the lead generator was terminated leading to right of the petitioner to be assigned as a lead generator and allocated a dedicated bay which got vacated, the Petitioner approached GETCO for assigning separate bay and requested GETCO for conferring of the lead generator status to the Petitioner.
- 2.76. The Petitioner vide its letter dated 22.09.2023 informed GETCO that revocation of connectivity of Morjar will affect the project of Petitioner and requested GETCO for award of the lead generator status to the Petitioner for purpose of evacuation of power in 220 kV bay of 200 kV Kalavad substation of GETCO.
- 2.77. The Hon'ble High Court of Gujarat passed order dated 23.10.2023 in special Civil Application No.18685 of 2023 in the matter filed by Morjar, holding that there will be status-quo till next date so far as assigning or re-allocation of 200 MW connectivity to any other person/entity/applicant is concerned.
- 2.78. The Petitioner vide its letter dated 30.10.2023 requested GETCO for allocation of lead generator status to the Petitioner. The Petitioner duly informed GETCO that due to uncertainty with respect to lead generator status, initiation of implementation of Petitioner's project is getting affected.

- 2.79. The Hon'ble High Court of Gujarat passed final order dated 22.12.2023 in special Civil Application No.18685 of 2023 granting permission to Morjar for withdrawal of the Petition, thereby vacating the interim relief granted vide earlier order dated 23.10.2023.
- 2.80. The Petitioner vide its letter dated 10.01.2024 again requested GETCO for award of the status of lead generator to the Petitioner in the vacated bay (Morjar who was previous lead generator has withdrawn their petition before Hon'ble High Court of Gujarat releasing their claim on connectivity and bay) at Kalavad substation of GETCO for evacuation of power of the Petitioner and requested for approval to proceed with balance associated formalities and start of construction of evacuation infrastructure.
- 2.81. The Petitioner vide its letter dated 28.01.2024 requested GETCO to issue formal letter of confirmation as a lead generator and demand letter to initiate the process of submitting the required fees and charges. The Petitioner stated that based on the above, the process of line route survey, Right of Way (ROW), finalization of location of pooling substation, location of balance WTGs, mobilization of resources can be initiated so that project development can be started for commissioning as per stipulated timeline. The Petitioner also highlighted that development of the project was severely affected due to non-finalization of the evacuation sharing agreement with the stage II grantees

(who were previously designated as lead generator) including Morjar whose stage II grant and lead generator status was revoked by GETCO.

2.82. The Respondent, GETCO vide its email dated 26.02.2024 provided the signed minutes of Kick off Meeting held on 22.02.2024 by GETCO with Stage-II connectivity grantees namely Petitioner, Opwind, Suzlon, Inox, Morjar to discuss the technical aspects related to connectivity at 220 kV Kalavad sub-station. In terms of the minutes of meeting held on 22.02.2024, specific bays were allocated to the aforementioned stage-II grantees including the Petitioner at 220 kV Kalavad sub-station of GETCO and therefore lead generator status awarded to the Petitioner.

2.83. The Petitioner continuously requesting the Respondent, GETCO, for conferring of the lead generator status to the Petitioner and informing the Respondent, GETCO, about its consequent adverse impact on initiation of the implementation of the Petitioner's project since September 2023, GETCO allocated specific bay and lead generator status to the Petitioner only vide minutes of meeting dated 22.02.2024.

2.84. The Petitioner vide its letter dated 24.02.2024 requested the Respondent, GETCO, to issue Revised Estimate as per Lead Generator (allocated specific bay) as earlier estimate was issued to the Petitioner according to bay sharing mechanism. The Petitioner stated that once Revised Estimate is received, it will

proceed for payment and commence development of project. It was only on 12.03.2024 that GETCO provided the Petitioner with revised provisional estimate of supervision charges for work of erection of 220 kV GIS bay for evacuation of 100 MW Power by the Petitioner (for captive use) at 220 kV Kalavad substation. The Petitioner immediately deposited the amount towards revised estimate on 20.03.2024.

- 2.85. There was delay in clarity of the status of Lead generator from 28.07.2023 (grant of stage-II connectivity) till 22.02.2024 (minutes of meeting whereby GETCO allocated specific bay and lead generator status to the Petitioner) which impeded the initiation of the implementation of the evacuation line, bay, metering system by the Petitioner.
- 2.86. The above delay is beyond the control of the Petitioner and for reasons not attributable to the Petitioner. The above delay occurred despite the Petitioner having undertaken appropriate steps to address the issue regarding lead generator.
- 2.87. The Petitioner is entitled to extension of 209 days (for the period 28.07.2023 to 22.02.2024) in the time period for commissioning the entire evacuation line along with Bays and Metering System (i.e. 27.01.2025 as per GETCO Letter dated 22.07.2024) on account of the above delay in clarity of the status of Lead generator.

- 2.88. As per the minutes of Kick off meeting held on 22.02.2024 by GETCO with stage II connectivity grantees (Petitioner, Opwind, Suzlon, Inox, Morjar) all developers were required to procure same make GIS (Gas Insulated substation) for integration with existing system of Kalavad substation.
- 2.89. On 29.02.2024, the Petitioner sought for approval of engaging existing vendor of GETCO (who has already executed 220 KV system in Kalavad substation) for faster development of GIS system at Kalavad substation.
- 2.90. GETCO vide its email dated 02.04.2024 denied the request of the Petitioner to engage existing vendor of GETCO for development of GIS at kalavad substation citing Cross Border procurement Policy of Central Government.
- 2.91. As a result, the developer has no choice but to go for one vendor out of only two vendor in the country namely M/s. Seimens and M/s GE whose lead time is 11 to 15 Months regarding development of GIS post the approval of drawing and award of specification etc.
- 2.92. The existing GIS at Kalavad substation of GETCO is of a different make by name Chint. It is germane to mention that integration of GIS of the same OEM (Original Equipment Manufacturer) make by the Petitioner and other developers will take less time and will have better compatibility. Further, the existing GIS vendor of GETCO had lesser lead time. However, due to cross border trade restrictions, the GIS of same make as existing GIS at Kalavad

substation was disallowed. The integration of GIS of different make will take more time.

- 2.93. As per GETCO, all the four developers (Petitioner, Opwind, Suzlon, Morjar) were required to arrive at the consensus to engage same supplier/vendor of GIS and procure same make GIS as well as to complete the work of all four GIS in same time. Therefore, all the above developers decided to engage Siemens (not a Chinese company) which has its manufacturing facility in Germany for supply of GIS.
- 2.94. Since common GIS vendor (Siemens) for all four developers (Petitioner, Opwind, Suzlon, Inox, Morjar) is different from existing GIS vendor of GETCO, the GIS for the above developers including Petitioner needs to be manufactured in compatibility as per the site condition and existing GIS specifications.
- 2.95. Since there need to be four GIS to be constructed and connected to double decker Bays where spacing, sizing of busbars, ducts coupling arrangements and other equipment has to be made as per the approved site specifications as the same will be made in Germany and shipped to India, it will take longer time than integration of GIS of same make (Chint).
- 2.96. The timeline (11-15 months) for manufacturing of GIS will start only post drawing approval (11.09.2024) for manufacturers.

- 2.97. The Petitioner vide its letter dated 03.07.2024 to GETCO with copy to Suzlon, highlighted that timely approval of drawing is necessary to trigger manufacturing of GIS components by Siemens which has a long manufacturing lead time.
- 2.98. GETCO has given approval for common drawing only on 11.09.2024. Since drawings, layouts and specifications have been approved on 11.09.2024, go ahead has been given for manufacturing/production to the GIS vendor.
- 2.99. In view of the above, there has been a delay from 29.02.2024 {Petitioner sought for approval to engage existing vendor of GETCO for development of GIS} till 11.09.2024 {receipt of drawing approval from GETCO, from this date timeline for manufacturing of GIS by manufacturer will commence}. The above delay is beyond the control of the Petitioner. It has delayed the manufacturing of GIS which has impeded the implementation of the evacuation line, bay, metering system by the Petitioner.
- 2.100. The Petitioner is entitled to extension of 256 days (for the period 29.02.2024 to 11.09.2024) in the period for commissioning the entire evacuation line along with Bays and Metering System (i.e. 27.01.2025 as per GETCO Letter dated 22.07.2024) on account of the above delay associated with vendor approval for GIS.

2.101. Regarding letter dated 05.06.2024 of GETCO seeking for submission of common drawing by the Petitioner, Morjar, Suzlon and Opwind for its approval, the Petitioner sent a letter dated 03.07.2024 to GETCO with copy to Suzlon.

2.102. The Petitioner informed that balance 220 kV GIS Drawings (apart from part layout plan approved by GETCO vide its email dated 21.03.2024) such as 220 kV Permanent Bay Single Line Diagram (SLD), 220 kV Permanent Bay Section Layout, 220kV Gas SID, 220KV GIS Feeder Bay Plan and Section drawings adaptor Module Drawing, Protection SID Drawing, and ICC Panel Drawings as mentioned in the said letter require details and action from other lead developers for their permanent bays and that such drawing of the Suzlon is currently not available with the Petitioner; only drawings for Morjar, Opwind and Petitioner are available; due to concerns mentioned in Point No.2 of said letter, the submission of balance common drawings is not practically possible for all four lead developers (Petitioner, Morjar, Opwind, Suzlon) jointly and will delay activities of other lead generators (Morjar, Opwind) along with Petitioner.

2.103. The Petitioner also highlighted that timely approval of drawing is necessary to trigger manufacturing of GIS components by Siemens which has a long manufacturing lead time. The Petitioner requested GETCO to accept common

drawings for the Petitioner and other two lead generators (Morjar, Opwind) for approval to enable construction and commissioning of evacuation system.

2.104. The Petitioner stated that insistence for common drawing for all four lead generators jointly will be an impediment in drawing approval for which the Petitioner shall be eligible for extension of time.

2.105. At this stage, the Petitioner had prepared its layout and drawing, however due to non-responsiveness of Suzlon, the Petitioner along with other two lead generators (Morjar and Opwind) were unable to submit common drawing for approval of GETCO.

2.106. On 22.07.2024, GETCO informed the Petitioner that *'in case of non-readiness of any of the developers, it is requested to submit the common drawing along with other ready developers.'*

2.107. On 29.07.2024, the Petitioner sent a letter to GETCO requesting for Swapping of GIS Feeder Bay between Suzlon and the Petitioner at 220 kV Kalavad substation of GETCO since Kintench Synergy Pvt Ltd (Contractor of Petitioner) is unable to proceed with preparation of layout without inputs from Suzlon and therefore such swapping of bays will enable the Petitioner to proceed with the work.

2.108. Kintech Synergy Private Ltd (contractor of the Petitioner for erection of 220 KV GIS Feeder Bay at 220 kV Kalawad substation) vide email dated 08.08.2024

provided GETCO with Part Layout Plan, Section and SLD in respect of allocation of 220 kV GIS feeder bays to Morjar, Petitioner, Opwind at 220 kV Kalavad substation and requested for approval of the same.

2.109. On 08.08.2024, Kintech Synergy submitted common drawing on behalf of Petitioner, Morjar and Opwind to GETCO for approval.

2.110. As per minutes of Kick off Meeting held on 09.08.2024 regarding 220 kV GIS Kalavad, the GIS bay sequence was revised as per the request of the Petitioner and technical aspects of GIS Arrangement - 1. *M/s Morjar* 2. *M/s OPwind* 3. *M/s Clean max.* & 4. *M/s Suzlon*. Therefore, GIS Feeder Bay of Suzlon and the Petitioner were swapped.

2.111. GETCO vide its letter dated 11.09.2024 to Kintech Synergy Private Ltd (contractor of the Petitioner for erection of 220 kV GIS Feeder Bay at 220 kV Kalavad substation), communicated approval of part Layout plan and section drawing for allocation of 220 kV GIS feeder bays to the Petitioner, Morjar, Opwind and Suzlon at Kalavad Substation of GETCO. Accordingly, GETCO has given approval for common drawing only on 11.09.2024.

2.112. There has been delay from 03.07.2024 {when Petitioner requested GETCO to accept common drawings of the Petitioner and other two lead generators- Morjar, Opwind for approval} till 11.09.2024 {GETCO communicated approval of the common drawings}.

2.113. The above delay is beyond the control of the Petitioner and for reasons not attributable to the Petitioner. The delay is on account of non-availability of 220 kV GIS Drawings of Suzlon. Non-responsiveness of Suzlon necessitated the swapping of GIS Feeder Bay between Suzlon and the Petitioner since absence of inputs from Suzlon was hindering preparation of layout by Kintech (contractor of Petitioner).

2.114. The Petitioner is entitled to extension of 70 days (for the period 03.07.2024 to 11.09.2024) in the period for commissioning the entire evacuation line along with Bays and Metering System(i.e. 27.01.2025 as per GETCO Letter dated 22.07.2024) on account of the above delay connected with common drawing approval.

2.115. The Petitioner referred the following Judgements which are as under;

- a) Hon'ble Supreme Court Judgment dated 11.04.2017 in Energy Watchdog - v- Central Electricity Regulatory Commission and Others, (2017) 14 SCC 80.
- b) The Hon'ble Supreme Court Judgment in Bangalore Electricity Supply Company Limited -v- Hirehalli Solar Power Project LLP and Others, 2024 SCC OnLine SC 2253.

2.116. The Hon'ble Commission in Order dated 17.03.2023 in Petition No.2128 of 2022 in the matter of Distributed Solar Power Association and Another -v- Gujarat Urja Vikas Nigam Limited and Others, while dealing with the claim for

extension in the control period of Order dated 03.04.2021 passed by the Hon'ble Commission regarding tariff framework for procurement of power by distribution licensees and Others from wind-solar hybrid projects on account of certain uncontrollable events consisting of statutory/government such as time taken in obtaining connectivity for project from GETCO, has, granted relief to the Renewable Power Developers.

2.117. Delay in obtaining required approval/clearances from Government instrumentalities is beyond the control of the project developer and amount to force majeure/unforeseen events. In this regard, following decisions are relevant:

- a) The Hon'ble Appellate Tribunal in Hirehalli Solar Power Project LLP -v- Bangalore Electricity Supply Company Ltd., 2021 SCC OnLine APTEL 66.
- b) The Hon'ble Supreme Court in Bangalore Electricity Supply Company Limited -v- Hirehalli Solar Power Project LLP and Others, 2024 SCC OnLine SC 2253 has affirmed the above decision of the Hon'ble Appellate Tribunal.
- c) The Hon'ble Appellate Tribunal in Chennamangathihalli Solar Power Project LL.P, -v- Bangalore Electricity Supply Company Limited, 2020 SCC OnLine APTEL 75.
- d) The Hon'ble Supreme Court vide Order dated 18.12.2020 in Civil Appeal No.3958 of 2020 in the matter of Bangalore Electricity Supply Company Ltd -v- Chennamangathihalli Solar Power Project LL.P and Others dismissed the Appeal holding that *'We find no ground to interfere with the impugned order(s) passed by the Tribunal'*.

2.118. The following table provides the details of the delay suffered by the Petitioner on account of the unforeseen events and extension of time (in days) sought for by the Petitioner on account of the said unforeseen events in the existing timeline for commissioning the entire evacuation line along with Bays and Metering System {which is 27.01.2025 as per GETCO Letter dated 22.07.2024}:


Sr. No.	UNFORESEEN EVENT	DELAY (IN PERIOD)	EXTENSION OF TIME SOUGHT (IN DAYS)
1.	Delay in clarity of the status of Lead Generator	28.07.2023 {grant of stage-II connectivity} till 22.02.2024 {minutes of meeting whereby GETCO allocated specific bay and lead generator status to the Petitioner}	209 days
2.	Delay associated with Vendor Approval for GIS	29.02.2024 {Petitioner sought for approval to engage existing vendor of GETCO for development of GIS} Till 11.09.2024 {receipt of drawing approval from GETCO, from this date timeline for manufacturing of GIS by manufacturer will commence}	256 days
3.	Delay connected with Common Drawing Approval	03.07.2024	70 days

		{when Petitioner requested GETCO to accept common drawings of the Petitioner and other two lead generators- Morjar, Opwind for approval} till 11.09.2024 {GETCO communicated approval of common drawing}	(overlapping period with period referred to in Serial No.2)
Total extension of time sought (in days)			465 days

2.119. Section 86 (1) (c) & (f) of the Electricity Act 2003 provide for the functions of this Commission namely facilitating intra-state transmission of electricity, adjudicating upon the disputes between the licensee and the generating company.

2.120. The Petitioner is a generating company developing renewable power projects in the State of Gujarat and the issue raised in the present Petition relate to extension of time for commissioning the entire evacuation line along with Bays and Metering System in respect of connectivity for evacuation of 100 MWac renewable power from Petitioner's project through 220 kV Kalavad substation of GETCO i.e. intra-state transmission system in Gujarat. Accordingly, the Commission has jurisdiction to grant the relief sought for in the present Petition.

3. The Respondent filed its reply and submitted as under:

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- 3.1. The Respondent, GETCO, is the state transmission Utility under section 39 of the Electricity Act, 2003 and a transmission licensee under the Electricity Act, 2003. As the State transmission Utility the Respondent discharges the functions as provided under sub-section 2 of section 39.
- 3.2. The Commission has framed GERC (Terms and Conditions of Inter-State Open Access) Regulations, 2011 whereunder it is provided that the detailed procedure may be approved by the Commission which would inter alia, include aspects on application for connectivity and open access and other issues.
- 3.3. A detailed procedure was drafted in relation to the grant of connectivity to projects based on Renewable sources to Intra -State Transmission System and in terms of Open Access Regulations, the draft had been placed on the website of the Respondent to invite comments and suggestions and thereafter the same was placed before the Commission.
- 3.4. The Commission approved the detailed procedure for grant of connectivity to projects based on Renewable sources to Intra-state Transmission system on 07.01.2023.
- 3.5. In case of renewable energy source, the terms and obligation as per the tariff Order for the particular renewable energy source would apply and it is entirely the responsibility of the applicant/grantee to ensure the same.

- 3.6. If the grantee does not construct the dedicated transmission line as per the timelines, the stage II connectivity shall be revoked and the Bank Guarantee encashed.
- 3.7. The detailed procedure read with the relevant tariff orders provide for submission of bank guarantees and provide for cancellation with encashment of bank guarantee in case the grantee does not meet the requirements.
- 3.8. The Petitioner has sought for extension of the timelines which has to be considered as per the Commission in terms of the detailed procedure read with tariff orders. While there is no specific provision of force majeure, the tariff order only recognize failure to Commission on case to case basis due to unforeseen reasons. While the tariff order recognizes the extension in certain cases, there is no inherent power in terms of conduct of business Regulations for substantive rights of the parties. The power under conduct of Business Regulations is procedural.
- 3.9. It is the responsibility of the Petitioner to demonstrate the same. The burden of proof in this regard lies on the Petitioner and the Petitioner is required to substantiate its claim and the Commission may verify the same. If there was any default or imprudence on part of the Petitioner, the Petitioner cannot be allowed extension.

- 3.10. The issue herein is in relation to the connectivity granted to the Petitioner. For transmission of electricity, Open Access is also required which is a separate aspect.
- 3.11. The Petitioner was granted Stage II Connectivity vide letter dated 28.07.2023 for 100 MW wind power project and in terms of the prevailing timelines on the date of stage- II connectivity being 18 months, the Petitioner is required to complete by 27.01.2025.
- 3.12. The Petitioner has requested for conversion to wind – solar Hybrid with 60.75 MW AC solar capacity and 100 MW AC wind capacity and the total connectivity still remaining at 100 MW.
- 3.13. The Petitioner is seeking extension of 465 days on the basis of three alleged aspects.

Sr. No.	Event Claimed	Delay Claimed	Extension Sought
1	Delay in clarity on status of lead generator	28.07.2023-22.02.2024	209 days
2	Delay associated with vendor approval for GIS	29.02.2024-11.09.2024	256 days
3	Delay connected with Common drawing approval	03.07.2024-11.09.2024	70 days (overlaps with serial number2)
Total extension sought			465 days

- 3.14. The Petitioner has submitted the bank Guarantee dated 09.06.2023 and 14.06.2024 of amount of Rs. 5 Crs. Totaling to Rs. 10 Crs. which is expiring on

08.02.2025 with claim period until 08.02.2026. The Petitioner is required to ensure that the bank guarantee is valid for the Period and GETCO reserves its right to encash the same.

Re: Delay in clarity on status of lead generator

- 3.15. The Connectivity is granted to the generator. It is the responsibility of the grantee of connectivity to develop the evacuation system to connect to the GETCO sub-station within time.
- 3.16. The grantee has to construct the dedicated line from its project to the sub station as well as undertake the work of feeder bay at the sub-station. The role of the Respondent is limited to supervision and approvals.
- 3.17. In certain cases, one bay at the sub-station can serve multiple grantees and in such case, the first grantee is entrusted with the work of dedicated line from its project to the sub-station as well as feeder bay at the sub-station and the subsequent grantees share the said bay. The subsequent grantee on sharing basis erects the line from their pooling station to the sub-station of the first grantee.
- 3.18. The Respondent had granted approval for stage II connectivity to the Petitioner on 28.07.2023 for evacuation of 100 MW wind power under captive mode at 220 Kalawad sub-station of GETCO.

- 3.19. Prior to that the Respondent had also granted stage II connectivity at 220 KV Kalawad sub-station to M/s Morjar Renewable Pvt. Ltd., M/s OPwind Energy Pvt. Ltd., M/s Suzlon Global Services Ltd. The above three approvals were granted as lead generator i.e. with 220 KV GIS feeder bay allocation. Therefore, the connectivity to the Petitioner was on sharing basis with the existing stage II connectivity grantee.
- 3.20. There is no difference in timelines provided in the detailed procedure. The timelines are same irrespective of whether the Petitioner is a lead generator or not.
- 3.21. The Respondent had in letter dated 22.08.2023 provided the provisional estimate on 220 KV metering bay on sharing basis and indicated that the Petitioner would have to submit the agreement with lead generator as per the format 6 in the detailed procedure with any of the three generators – M/s Morjar Renewable Pvt. Ltd., M/s Opwind Energy Pvt. Ltd. M/s Suzlon Global services Ltd.
- 3.22. The Petitioner has to coordinate with any of the above three developers for sharing of the feeder bay to develop the evacuation system.
- 3.23. The Petitioner's efforts with all three did not yield any result. The Respondent is not privy to the communications between the Petitioner and the other three companies.

- a) The Petitioner has referred to emails to M/s Continuum as parent of Morjar in September 2023 but there is no communication from Continuum / Morjar stating its refusal or otherwise.
- b) The Petitioner has referred to emails with Opwind in September 2023. In the said communications, it appears that OPwind was willing to share however, it has been stated by the Petitioner that the commercial terms were not confirmed as per verbal discussions. The last reference is to the meeting to be held on 20.09.2023 but there is no minutes of meeting or otherwise any communication thereafter.
- c) The Petitioner has then referred to emails with Suzlon in September 2023 to December-2023. There appears to be a meeting to be held on 06.12.2023 but the Petitioner has stated that the discussion did not conclude and Suzlon had not confirmed the commencement date. In the discussion, there is reference to additional 50 MW but it is clarified that the Petitioner had been granted stage II only for 100 MW at Kalavad sub-station.

In terms of the stage II connectivity granted on 30.06.2023 to Suzlon for 200 MW wind power project, the timeline was 24 months i.e. 30.06.2025.

- 3.24. The Connectivity to Morjar Renewable was cancelled by the Respondent vide letter dated 16.09.2023. M/s Morjar Renewable filed a writ petition before the Hon'ble High Court of Gujarat being SCA No. 18685 of 2023.

- 3.25. In view of the pendency of the proceedings and status quo order, the Respondent did not immediately take any steps in regard to the allocation of M/s Morjar Renewable.
- 3.26. The said writ petition was finally disposed off as withdrawn vide order dated 22.12.2023. The said capacity of 200 MW was considered as available. Subsequently, the stage II connectivity was granted against new applications of M/s. Morjar Renewable.
- 3.27. GETCO had called all four generators for meeting to discuss technical aspects on 20.01.2024 and 22.02.2024 wherein inter alia it was considered that the Petitioner be granted the status of lead generator. Thereafter, with some technical modification, GETCO decided to allot space for 220 KV feeder bay to the Petitioner which was finalized during the meeting with all four stage -II connectivity grantees on 22.02.2024 thereby getting status of lead generator to the Petitioner.
- 3.28. The revised estimate was issued on 12.03.2024 which was paid by the Petitioner on 20.03.2024.
- 3.29. The Petitioner is claiming the Period from 28.07.2023 to 22.02.2024 for delay. The commission may consider whether the entire period can be considered.

Re: Delay associated with Vendor Approval for GIS

- 3.30. Any developer constructing the line and bay is required to undertake the work through GETCO approved vendors and seek approval from the GETCO. This is to ensure the safety and security of the Grid. The requirement was also provided in the letter dated 28.07.2023.
- 3.31. The Minutes of Meeting dated 22.02.2024 only requires the four developers to have the same make and there was no requirement that it has to be matched with the existing make. In fact, the MOM refers to connecting with existing GIS with adapter module and adapter is required only for separate make.
- 3.32. The Petitioner had requested the Respondent on 29.02.2024 to accord approval to the existing vendor of 220 kV Kalawad S/s for creating the new 220 kV feeder bay and the Respondent had denied the same vide email dated 02.04.2024 due to Government of India Cross Border Procurement policy.
- 3.33. In view of the substation being Gas Insulated substation (GSI), there are limited vendors in India and further when the vendor is different than vendor of the original equipment, there are requirements to design the adapters to connect with existing GIS modules.
- 3.34. The Petitioner had, vide letter dated 21.06.2024 received on 27.06.2024 requested approval of contractor and vendor thereof which was granted vide letter dated 04/08.07.2024.

- 3.35. The Petitioner has taken the entire time from the application for approval on 29.02.2024 to receipt of drawing approval on 11.09.2024 as delay which cannot be accepted. The Period taken is not correct. The Petitioner had applied only on 21/27.06.2024 which was granted on 08.07.2024 which cannot be held to be unreasonable time. The date of 11.09.2024 is of drawing approval which is also part of subsequent issue and hence not correct to mix up. The Petitioner cannot raise issues after the vendor approval as alleged delay due to vendor approval. The Petitioner cannot absorb time taken by the Petitioner itself into such period and term it as delay.
- 3.36. In case of Morjar, it has applied on 15.05.2024 received by GETCO on 16.05.2024 and the approval was granted on 21/23.05.2024.
- 3.37. On one hand the Petitioner claims that all four developers arrived at consensus for vendor and on other hand while morjar had applied on 15.05.2024, the Petitioner only applied on 21/27.06.2024.
- 3.38. It has to be considered that the time taken by the Petitioner to finalize a vendor and apply to GETCO has not been justified by the Petitioner.
- 3.39. The Petitioner has referred to lead time of 11-15 months for manufacturer, it has not produced any communication in this regard. The Petitioner has not claimed any specific delay on this account. The delay claimed is only for vendor approval and drawing approval and other issues cannot be raised.

3.40. The Petitioner cannot expect that it would have received approval on the same day as it would have applied. The Petitioner would have known that there is reasonable time to be taken. No time is prescribed under the detailed procedure.

3.41. The respondent referred the following decision:

- a) NTPC Vidyut Vyapar Nigam Ltd. Vs. Precision Technik Pvt. Ltd., 2018 SCC Online Del 13102.
- b) Pasitheia Infrastructure Ltd. Vs. Solar Energy Corporation of India & Anr. 2017 SCC online Del 12562 (Delhi High Court)

Re: Delay connected with common Drawing approval

3.42. The Petitioner has claimed the delay from 03.07.2024 to 11.09.2024.

3.43. The Respondent, GETCO had in the meeting dated 22.02.2024 Inter alia informed as under:

8) Single Primary drawing (i.e. SLD, Plan & Section as well as GIS GA, GSLD etc.) proposing all 4 GIS modules at a time shall be submitted for approval duly vetted by all the developers.

9) Being execution work of Transmission Line and Sub-station are not in the scope of GETCO, necessary co-ordination among respective developers shall be carried out for scope clarity to avoid disputes in future, as all are going to work jointly. There shall be no any role of GETCO in this matter.

- 10) *It is the sole responsibility of developer to submit the drawings as per GETCO technical specifications and GETCO requirement. As per bar chart, all the drawings shall be got approved for execution purpose to meet the project schedule/target. Time limit extension shall not be considered due to any delay in approval.*
- 11) *All developers shall have to procure same make GIS to accommodate in available space so that GETCO can accommodate future GIS bays as per requirement & planning of 400/220 KV TR#4, 220 66KV TR#4, 2 x 220 KV Bus Reactors.*
- 12) *Being same make of GIS & CRP/SCADA, all above developers have to submit these drawings jointly for common approval.*
- 13) *Approval of only project specific drawings i.e. GIS name plate, etc. shall be separate for all developers.*
- 14) *All RE developers are informed to install AIS metering CT & Metering PT instead of GIS CT/PT.*
- 15) *All developers have to submit jointly primary and secondary drawings for approval in following order:*
- 1. Gas SLD*
 - 2. GA of GIS along with valid type tests*
 - 3. SLD*

4. Layout plan & Section

5. Bus duct layout plan & section for all individual bays

6. GIS hall equipment & cable trench layout

7. Other secondary drawings as per project requirement

- 3.44. No objection was raised at the time by any of the developers.
- 3.45. Thereafter M/s Morjar had vide letter dated 19.03.2024 submitted drawing and GETCO vide email dated 21.03.2024 responded to the same with comments and this was also sent to other developers including the Petitioner.
- 3.46. GETCO vide Letter dated 22.05.2024 and 05.06.2024 had reminded the four developers including the Petitioner that they were required to submit the common drawing but no drawing had been submitted for approval yet.
- 3.47. The Petitioner has attached letter dated 05.05.2024, it has not attached Letter dated 22.05.2024. The Petitioner had on 20.06.2024 written to GETCO claiming delay but no reason was provided as such.
- 3.48. It was on 03.07.2024 that the Petitioner wrote to GETCO requesting for approval of common drawing for Petitioner and other two generators except Suzlon.
- 3.49. On 22.07.2024, GETCO reiterated that the drawings are not submitted and stated that in case of non-readiness of any developer, the common drawing alongwith other ready developers may be submitted.

- 3.50. The Petitioner thereafter, citing lack of inputs from Suzlon, vide letter dated 29.07.2024 requested for bay swapping with Suzlon to proceed with the evacuation as planned.
- 3.51. GETCO convened a meeting on 09.08.2024 with the Petitioner and Suzlon for discussing bay swapping, as requested by Petitioner and pursuant to deliberations, the request for bay swapping was allowed.
- 3.52. The Petitioner cannot proceed on the basis that the approvals have to be given on the same day which cannot be accepted. Some reasonable time would be taken by authorities. The time taken by GETCO is reasonable.

Re: Decisions relied by the Petitioner

- 3.53. The Petitioner has sought to rely on the decision of Hon'ble Supreme Court in Energy Watchdog v. CERC and others (2017) 14 SCC 80 and Bangalore Electricity Supply Company Limited v. Hirehalli Solar Power Project LLP and Others 2024 SCC Online SC 2253 which deal with force majeure in a contract.
- 3.54. In the present case, the timelines are as per Detailed Procedure and there is no provision of force majeure. In any event, as recognised by the Hon'ble High Court while referring to Energy Watchdog decision, the force majeure clause has to be interpreted narrowly.
- 3.55. The Respondent rely on the following decision:
- a) Halliburton Offshore Services Inc. Vs. Vedanta Limited and ors.

b) NTPC Vidyut Vyapar Nigam Ltd. Vs. Precision Technik Pvt. Ltd. 2018 SCC Online Del 13102.

- 3.56. The reliance is placed on Hirehalli solar Power project, 2021 SCC Online APTEL 66 and 2024 SCC Online 2253 to claim delays in approvals/clearance from Government instrumentalities. While the issue is contractual in the said case and in the said case, BESCOM had in fact extended the time first and then changed its mind.
- 3.57. It was held that the Appellants therein cannot be blamed for delay and it was not within their control. The Appellants had done whatever it could be to secure the approvals.
- 3.58. It is the Petitioner's burden to demonstrate that it had done everything it could and there was unreasonable delay in obtaining approvals. The decision of the Hon'ble Supreme Court was based on the finding of fact by the Hon'ble Tribunal. It has to be seen in each case, whether factually there is justified reason for delay.
- 3.59. In Chennamangathihalli Solar Power Project LLP Vs. Bangalore Electricity Supply Company Limited SCC online APTEL 75, which was also the case of contract – PPA, it was noted that there was considerable delay by the authorities and the same was beyond control of the Appellants therein. It is upto the Petitioner to demonstrate the same.

- 3.60. The Petitioner has sought to rely on order dated 17.03.2023 in Petition No. 2128 of 2022 in Distributed Solar Power Association and another vs. Gujarat Urja Vikas Nigam Limited and others which is related to the control period of the order dated 03.04.2021 and cannot be applied to the present case at all. The issue is not the applicability of the tariff order but the timelines for completion of work to ensure optimum utilization of the network. It cannot be that the connectivity is taken by developer for prolonged time without the project being developed since the capacity is getting blocked. Further, the issues therein were completely different, and it cannot be the contention of the Petitioner that irrespective of any delay, the timeline has to be extended.
4. Rejoinder dated 15.01.2025 by the Petitioner to the reply filed by the Respondent.
- 4.1. The Respondent in Reply has itself admitted that the tariff order recognizes extension in certain cases, while submitting that there is no inherent power with this Commission in terms of Conduct of Business Regulations for substantive rights of the Petitioner.
- 4.2. The Respondent has made contradictory statements and seems to be confused regarding grant of extension to the Petitioner.

Delay in clarity on status of lead generator

- 4.3. The Respondent contended that there is no difference in timelines for construction of dedicated line from the project to substation whether the connectivity grantee is a lead generator or not. Therefore, the entire time period of delay claimed by the Petitioner should not be considered.
- 4.4. The Petitioner referred the provisions of GERC Procedure for grant of connectivity to RE Projects in relation to the grant of connectivity on sharing basis which are as under;
- (i) Para 9.6 of the GERC Procedure for grant of connectivity to RE Projects states that intimation for grant of Stage-II connectivity shall include
 - (i) name of the sub-station where Stage-II connectivity is granted and
 - (ii) details of bay along with single line diagram in case of existing substation and in case of planned substation, if the same is available with STU. Accordingly, the Petitioner was issued the grant of Stage II connectivity on 28.07.2023.
 - (ii) Para 9.7 requires the STU to issue requisite estimate for works like bay construction and other works required to be carried out at connectivity sub-station. This estimate is then to be paid by the connectivity grantee within 30 days and sign the connectivity agreement with the STU. Accordingly, the Petitioner was given the estimate of supervision charges vide its letter dated 22.08.2023.

These requirements were complied with by the Petitioner and connectivity agreement was executed on 11.09.2023 (later revised on 23.05.2024).

- (iii) Para 13.2 states that a person may apply for Stage-II connectivity grantee at the bay already allocated to another Stage-II grantee along with an agreement duly signed between the person and the existing Stage-II connectivity grantee. GETCO in its letter dated 22.08.2023 required the Petitioner to submit an agreement with the lead generator as per Format 6 of the GERC Procedure for grant of connectivity to RE Projects, as other Stage-II grantees at 220kV Kalawad substation were Morjar Renewable Private Limited, Opwind Energy Private Limited and Suzlon Global Services Limited.
- (iv) Para 10.2 (A) states that a Stage-II connectivity grantee shall require to complete the dedicated transmission line(s) including required bays, bus-bar at transmission licensees substation and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant orders/LOA/LOI/PPA for projects, as applicable from time to time. In this context, it is pertinent to mention this Commission's order dated 30.04.2020 regarding tariff framework for procurement of power from Wind Turbine Generators and other

commercial issues for the State of Gujarat stipulates that while period for commissioning the entire evacuation line along with bays and metering system for allotted 100MW capacity was 18 months from the date of allotment of transmission capacity, extension may be given on case to case basis to the developers if they fail to commission the entire evacuation line along with bays and metering system within stipulated time period due to unforeseen reasons.

- (v) Para 10.2 (B) states that if a grantee fails to complete the dedicated transmission line(s), including required bays, bus-bar etc. within the timeline stipulated under sub-Para Clause (A) above, Stage-II connectivity shall be revoked and BG shall be encashed.

4.5. The Petitioner was granted Stage-II connectivity on 28.07.2023. On a bare perusal of Para 13.2 of the GERC Procedure read with the GETCO letter dated 22.08.2023, it is evident that Petitioner's Stage-II connectivity could never be made effective till such time that either an agreement with the lead generator was executed by the Petitioner and submitted to GETCO or the Petitioner was declared as the Lead Generator itself.

4.6. It was not possible for the Petitioner to start with any construction work for evacuation line without execution of an agreement with the lead generator.

- 4.7. The Petitioner made all efforts possible to get an agreement executed with the lead generator and/or get itself declared as the lead generator.
- 4.8. The Petitioner was declared as the Lead Generator status in an all generators meeting with GETCO on 22.02.2024. The Respondent in its Reply at Para 21 has also acknowledged the efforts put in by the Petitioner *“It appears that the Petitioner’s efforts with all three did not yield any result”*.
- 4.9. The Petitioner prays for an extension from the period 28.07.2023 to 22.02.2024.
- 4.10. **Delay associated with vendor approval for GIS**
- 4.11. The Respondent contended that the requirement was only for the developers to have the same make and there was no requirement to match the existing make.
- 4.12. Petitioner has taken the entire time from 29.02.2024 i.e., the date on which it requested for engaging the existing vendor of Respondent till the receipt of drawing approval on 11.09.2024, which cannot be considered for granting extension.
- 4.13. The Petitioner has referred to lead time of 11-15 months for the manufacturer of GIS make but has not produced any communications in this regard. Therefore, the time extension sought under this issue ought not to be granted.

- 4.14. The Respondent in the Reply, has itself referred to the grant of Stage-II connectivity letter which states that any developer constructing the line and bay is required to undertake the work through GETCO approved vendors and seek approval from the GETCO. Therefore, vendor approval from GETCO is obligatory.
- 4.15. It is only in the kick-off meeting dated 22.02.2024 that the specific bays were allocated to the connectivity grantees mentioned therein including the Petitioner.
- 4.16. The developers were asked to procure same make GIS to accommodate available space so that GETCO could accommodate future GIS bays as per requirement and planning of 400/220 kV, 220/66kV, 2 x 220kV bus-reactors.
- 4.17. The connectivity granted to the Petitioner was on a GIS (Gas Insulated Substation) in which the Petitioner is required to make a GIS based system. Such GIS based system is more complicated system as compared to an AIS (Air Insulated Substation) and needs precision for its synchronization with the existing GIS system (i.e., of GETCO). Any change in the make/model which may lead to change in size, specification would then have to be connected using a separate adopter which is not generally recommended in the interest of grid safety. Thus, with the intention of better synchronization and grid safety, the Petitioner vide its letter dated 29.02.2024 requested GETCO for approval to

engage existing vendor or GETCO, which had already executed 220kV system at Kalavad sub-station, for development of GIS system at Kalavad sub-station to enable the Petitioner to initiate the process of finalization of the contract with the vendor to start construction and synchronization activity.

- 4.18. Vide another letter dated 02.03.2024, the Petitioner along with two other developers highlighted the challenges faced by them in installation of the Siemens/GE make GIS modules to GETCO and requested for approval of the same vendor as GETCO.
- 4.19. After a period of more than a month i.e., on 02.04.2024, GETCO denied the request of the Petitioner to engage existing vendor of GETCO – M/s.Chint Elect for development of GIS at Kalavad Substation due to restriction of the Central Government to use material of make of that country as per Government of India Cross Border Policy.
- 4.20. As a result, the developers, including the Petitioner, had no choice but to go for one vendor out of the only two vendors in the country namely M/s. Siemens and M/s. GE whose lead time regarding development of GIS is 11 to 15 months post the approval of drawings and award of specification, General Arrangement (GA), Single Line Diagram (SLD) etc.

- 4.21. After all the efforts taken by the Petitioner to consult and obtain concurrence from other developers to buy and supply the same make and model of GIS, M/s Siemens was finalized. Work order was placed on M/s Siemens on 27.05.2024.
- 4.22. Considering the make and model of GIS offered by M/s Siemens is different than the existing make and model used by GETCO, detailed study was undertaken of the existing system of GETCO to enable it to prepare the basic drawings for specifications. It took some time to the Petitioner and other developers to study, finalize and concur on the contractor.
- 4.23. The Respondent has contended that Morjar could apply for vendor approval for M/s Kintech on 15.05.2024, then Petitioner could have also applied in time, rather than delaying itself.
- 4.24. The Respondent has mixed the facts regarding two vendors. The vendor being referred by the Petitioner in this issue is one for GIS model and make, while the one being referred to by the Respondent in this statement is one for construction of GSS.
- 4.25. It was on 21.06.2024 that the Petitioner requested GETCO for approval of M/s Kintech Synergy Pvt. Ltd. as contractor for supply (Excluding GIS), installation & civil work, which was granted vide letter dated 04/08.07.2024.

4.26. The Respondent has contended that the period after 04/08.07.2024 till 11.09.2024 (period for common drawing approval) cannot be considered in this issue as it is a part of subsequent issue.

4.27. The Petitioner submitted that the actual date from which manufacturing period for the GIS will start is only post drawing approval which has been received on 11.09.2024 (primary drawing approval).

4.28. The bus-duct, GA approval has been received from GETCO as recently as on 26.12.2024.

Delay connected with common drawing approval

4.29. The Respondent contended that the Petitioner applied for common drawing approval on 03.07.2024 which was granted by GETCO on 11.09.2024. This is reasonable time taken by GETCO for grant of approval, therefore, the Petitioner cannot be allowed to proceed on the basis that approvals have to be given on the same date of application.

4.30. The Petitioner submitted that during the kick-off meeting dated 22.02.2024, along with the direction to all four developers to agree on the same GIS make, it was also directed that all developers have to submit drawings jointly for common approval. All the drawings were required to be approved from GETCO for project execution.

4.31. While the discussions for aligning on the same vendor for the GIS make were going on amongst all developers, decision was arrived at only around end of May, 2024. Post which, immediately the Petitioner placed the work order on 27.05.2024.

4.32. The Petitioner referred the following timeline which is relevant to be noted:

- i. 21.03.2024 - Part layout plan approved by GETCO
- ii. 05.06.2024 - GETCO's letter seeking submission of common drawings from all four developers.
- iii. 20.06.2024 - Petitioner wrote to GETCO that drawings shall be submitted shortly.
- iv. 03.07.2024 - Petitioner requested GETCO to consider approval for common drawing for 2 other generators and itself, excluding Suzlon.
- v. 22.07.2024 - GETCO advised Petitioner to submit common drawings for approval with the developers which were then ready.
- vi. 29.07.2024 - Petitioner was compelled to request GETCO for bay-swapping with Suzlon because of non-satisfactory response of Suzlon in terms of inputs required.
- vii. 07.08.2024 - GETCO called for a common meeting of all developers for submission of drawing for common approval.

- viii. 08.08.2024 - Petitioner submitted drawing for common approval to the Respondent.
- ix. 09.08.2024 - GETCO conducted meeting along with all four developers, wherein it was decided that primary drawing proposing all 4 GIS modules at a time shall be submitted for approval duly vetted by all developers.
- x. 11.09.2024 - GETCO approved the part layout plan submitted by the contractor of the Petitioner on 23.08.2024.

4.33. The Respondent, GETCO imposed this additional condition on the developers for obtaining a common drawing approval. Since all the developers were interdependent on each other, there was practical difficulty in coordination and obtaining relevant information, which led to delays.

4.34. It is because of the additional requirements imposed by GETCO (additional requirement from what is provided in the GERC Procedure for grant of connectivity to RE Projects) that delays have occurred. Additional requirements being:

- i. Sourcing and supply of GIS of same make and manufacturer.
- ii. Submission of common drawings for approval.

4.35. The Respondent GETCO imposed additional conditions and probably assumed the construction work to be completed in the same timeframe as without such additional conditions.

4.36. The Majority of the time lapsed due to additional requirements of coordination with all the developers for common drawing, in which limited role was played by GETCO to facilitate the same. This delay was beyond the control of the Petitioner who has shown nothing but efforts to commission the evacuation line within the given timeframe.

4.37. The Petitioner submitted the current status of work done which is as under:

- i. 220kV Gantry and Beam erection completion- 80%
- ii. 220kV equipment structure erection completion- 80%
- iii. Main grid earthing 100% completed and equipment earthing completion- 45%
- iv. 220kV erected equipment- completed

5. The Respondent on 22.01.2025 submitted the reply in pursuance to daily order dated 18.01.2025.

5.1. The date of Charging of 220 kV Kalavad sub station is 31.07.2022. The total available power transformation capacity was 480 MVA (160 X3).

5.2. The Number of 220 KV feeder bay constructed by GETCO are 10 but the 220 KV bays were not claimed in ARR yet. GETCO would include the same in the future.

5.3. There are certain scenarios where the bays are required to be shared. When the available capacity is more than the capacity allotted to the developer, there

is potential for allotment of capacity on sharing basis for optimizing the transmission system. For example, as per detailed procedure the capacity of transmission line is provided under clause 7.5 and the same has to be irrespective of the capacity sought and allotted to a particular developer. This means that such line can be shared with other developers.

- 5.4. Once the available bays are allotted to developers, but still capacity is available, the connectivity is granted considering sharing basis. In such circumstances, GETCO informs the new grantee of the sharing mechanism and requires the Appellant to submit the Agreement with lead generator as per format 6 of the detailed procedure. The provisional estimate issued to such new applicant is as per the sharing basis.
- 5.5. The Respondent has submitted the statement related to connectivity, stage II connectivity finally granted to all developer and list of Open Access (MTOA and LTOA) granted in regard to Morjar and Opwind.
- 5.6. The bay created for general utilization is not allotted to any connectivity grantee or developer.
- 5.7. There was an exception circumstances and an issue arose whereby a developer who had been granted the stage II connectivity had established its generating station, but the evacuation system works at the substation had not been made already. In such scenario, the developer had requested to be allowed to use

existing available 220 KV GIS feeder bay either temporarily or permanently for evacuating the power. The feeder bay of GETCO was constructed but not currently in use.

- 5.8. The Respondent is a transmission licensee and has the obligation to provide the transmission system for entities and provide open access. As a state transmission utility and transmission licensee, GETCO has to undertake the transmission of electricity through the transmission system and ensure development of efficient, coordinated and economical system of intra state transmission lines for smooth flow of electricity and provide open access. Further promotion of renewable energy is also recognized in Electricity Act, 2003 including on connectivity to grid to such renewable energy station.
- 5.9. Clause 10.4 of the detailed procedure refers to the re-arrangement of Shifting of stage II connectivity across different bays of the same sub-station for purpose of optimum utilization of transmission infrastructure.
- 5.10. Considering the goals of optimum utilization of transmission infrastructure, in a situation where the generating station being established and further dedicated line from the generating station to sub-station being made ready to convey electricity and the fact that there was bay available which was not in use, in the interest of providing supply of electricity particularly renewable power and to avoid wastage of the generation capacity, GECTO can consider

the temporary use as long as it does not affect the ability of GETCO to meet its other obligations, particularly to consumers at large.

5.11. In view of such consideration, the open access would be obtained and utilized, and the Respondent would recover transmission charges. Such transmission charges recovered from the generator/consumer would adjust in the revenue requirement of GETCO and would reduce transmission charges to recover the revenue requirements through tariff.

5.12. The Respondent after due consideration of the need of the above feeder bay in the near future and whether allowance of use on a temporary basis to developer would affect the ability of the Respondent to perform the obligation, allowed on temporary basis under stop gap arrangement for use by the developer and the said bay would be available with the Respondent after such temporary period and in fact if need arise, the Respondent can immediately disconnect the developer. The developer was still required to construct the bay at the sub-station. At no point was there any assignment or transfer of the bay. The bay remained the asset of GETCO and would continue to do so. The following are relevant in this regard.

A) This was a purely temporary arrangement for a fixed time and the developer would have to disconnect after such time.

- B) The developer would not be the owner of the feeder bay and they are only being permitted to use the feeder bay on temporary basis.
- C) In case there is any need for the feeder bay by GETCO or GETCO anticipates such need before the expiry of timeline, developer would immediately disconnect from the said feeder bay without raising any objections or disputes. GETCO's opinion on such need would be final and binding.
- D) The allotted feeder bay should be returned to GETCO in healthy condition at the end of the timeline.
- E) The developer shall pay to GETCO all the expenses as per the scope of the work to be decided by GETCO, towards reshuffling of bay and other temporary arrangement, as and when the feeder bay of the developer is established. Further, in case of any fault/defect in GETCO bay while being used by developer, the defect/fault shall be fully rectified by the developer immediately at its own expense.
- F) This temporary arrangement shall not absolve the Developer from fulfilling all the requirements as per the GERC Approval procedure dated 07.01.2023, applicable GERC tariff orders or any other regulatory requirement.
- G) The developer shall not hold GETCO Responsible before regulatory Commission or any other legal forum for any Delay in the Commissioning of

RE project evacuation system and shall not make any financial claim on GETCO towards any delay.

- 5.13. Two developers were allowed at 220 Kalavad sub station OPwind (Collectively 150 MW) and Morjar(Collectively 125 MW) and Open Access granted OPwind 24.3 and Morjar 67.6 MW. The Connectivity details and open access details is in response to point (d).
- 5.14. There is no allocation or transfer. Section 17 of Electricity Act, 2003 refers to assignment of license or transfer of utility by sale, lease exchange, or otherwise which requires prior approval of commission. Similarly, the transmission license regulations also. There is no assignment of license at all. Further there is no transfer of utility. None of the transmission lines or sub-station has been transferred. Even the feeder bay is not transferred it is owned by GETCO and continues to remain so.
- 5.15. The use of feeder bay of GETCO by any developer would not be considered as transfer when the asset is not transferred in name of developer and would remain available with GETCO for future use. If GETCO needs the feeder bay it can disconnect the Developer.
- 5.16. The GETCO had adopted a prudent practice of rationalization and use of the feeder bay available to serve the transmission of renewable energy, without in any manner affecting its existing obligations to the consumers/customers at

large. The GETCO believes that GETCO in its status as STU, is entitled to adopt such measures in the best interests of electricity sector.

5.17. It is the responsibility of developers to construct bay at GETCO s/s (GSS) and their pooling sub-station PSS along with the dedicated transmission line connected between GSS and PSS.

5.18. The details of the work at the GETCO substation are:

Work	Petitioner	Morjar	OPwind	Suzlon
Civil Foundation	Under Progress	Under Progress	Under Progress	No work started
Installation of GIS Module	Module not received at site	Module not received at site	Module not received at site	Module not received at site
Metering arrangement	No work started	No work started	No work started	No work started

5.19. In 2023, the capacity considered available for renewable generation at the sub-station could be accommodated in three bay spaces and accordingly the allotment was made.

5.20. During discussion and detailed deliberation with all developer grantees and considering on various aspects including issues with lead generator and progress of work by one of developer, it was considered that an additional bay be considered. Accordingly, GETCO decided to consider four bays.

5.21. The said four bays were only space available at the sub-station and GETCO had not constructed the said bays. The infrastructure including bay construction

was to be done by the developers themselves. This is also clear from the estimate issued to the developers.

5.22. The connectivity was granted to M/s Morjar and the same was revoked vide letter dated 16.09.2023. Though the 200 MW capacity was considered available, after the consideration of capacity for which the applications were received in August and September, the available capacity was included in list of October. However, the 200 MW could not be allocated since there was pendency of proceedings by the M/S Morjar before the Hon'ble High Court and wherein interim order was passed. The applications received in August and September for Kalavad sub station was kept pending to be processed based on decision of Hon'ble High Court. The said petition by M/s Morjar was subsequently withdrawn vide order dated 22.12.2023. Thereafter the pending applications received in August and September 2023 were processed. Balance capacity was made available in list for January 2024 and thereafter allocated.

5.23. There is no specific provision in the detailed procedure for encashment of bank guarantee in situations where the connectivity was revoked for reasons other than the non-readiness of evacuation line within the timelines.

5.24. Another developer had filed the Petition no. 2266 of 2023 on 19.10.2023 seeking *inter alia*, as an alternative prayer, return of bank guarantee. The issue in the said case was similar to M/s Morjar. The said Petitioner has been heard

and the matter has been reserved. The decision in the said case would apply to M/s Morjar also.

- 5.25. The Respondent had also written letter dated 25.01.2024 to Commission on various aspect of bank guarantees in cases where connectivity is cancelled/revocation in various situations.
- 5.26. A statement of details of application of connectivity at 220 KV Kalavad sub station is submitted by the Respondent.
- 5.27. The grantee has to construct the dedicated line from its project to the substation as well as undertake the work of feeder bay at the sub-station as well as feeder bay the substation and the subsequent grantees share the said bay. The subsequent grantee erects the line from their pooling station to the substation of the first grantee.
- 5.28. In regard to the four developers, there is no requirement of common vendor for all aspects, and it was only that the four developer to have common make GIS. In the present case, all four developers have chosen Siemens for GIS Module Bay.
- 5.29. The requirement was not of common vendor for all aspects but that the developers procure the same make GIS and for approval of common drawing as stated in the Minutes of Meeting. This was equally applied to all developers, including M/s Morjar.

- 5.30. In regard to Common make GIS, it is submitted that in order to accommodate 4 bays in the available space and considering its integration with the existing CHINT make GIS bay, it was technical requirement to have same make GIS in order to avoid requirement of adopter panel in between different make GIS. In case of different make, more space will be required towards need of adaptor to connect the different make GIS bay further considering the same make GIS, approval of common drawing was envisaged.
- 5.31. There was no different stand taken for different parties. Both petitioner as well as M/s Morjar was granted approval for contractor and vendor individually. The Petitioner had only sought for approval of existing vendor of GIS module which was rejected on 02.04.2024 in view of the Cross-border Policy. Thereafter petitioner did not approach GETCO for any approvals until June 2024. It was not that the Respondent had rejected any approval sought by the Petitioner on any alleged basis that there has to be a common vendor. Further there are various vendors for different equipments which can also be seen from the approval given to the Petitioner, which refers to various vendors for various items. There was no requirement for these be common vendors. Even otherwise, the Petitioner's approval was not made dependent on approvals of other developers.

- 5.32. The Respondent submitted that there are various items for vendor approval and not just GIS module.
- 5.33. There was no individual approval in regard to the bay to be constructed. The individual approval of drawing to Morjar is for the equipments under the temporary arrangement of using the GETCO Bay.
- 5.34. The Respondent had repeatedly told that common drawing be submitted for approval. However, this was not done. Finally, the Petitioner wrote to the Respondent on 03.07.2024 requesting for approval of common drawing for petitioner and other two generators (Morjar and OPwind), except Suzlon and GETCO vide Letter dated 22.07.2024 stated that in case of non-readiness of any developer, the common drawing alongwith other ready developers may be submitted. The Part layout plan, section and SLD in respect of M/s Cleanmax, morjar, OPwind was submitted for approval in August 2024 which was duly granted on 11.09.2024.

Developer	Total capacity	Captive/Third party/DISCOM	Commissioned Capacity (MW) (As per GEDA certificate)	COD
Morjar	125	Captive-50 MW Third party 75 MW	64.8 MW Wind 62.5 MW Solar	(As per GEDA certificate)
OP wind	150	Captive -125 MW third party 25 MW	24.3	(As per GEDA certificate)
Cleanmax	100	Captive	NA	NA
Inox	150	Captive	NA	NA
Suzlon	200	Captive	NA	NA

6. The Respondent on 24.02.2025 submitted the reply in pursuance to daily order dated 11.02.2025 and made following submissions:
- 6.1. The Respondent had clarified on the aspect of common vendor, there is no requirement of a common vendor for all aspects, and it was only that the four developers to have common make GIS Module. In the present case, all four developers have chosen Siemens for GIS Module bay. For others, there can be other vendors subject to the list of approved vendors.
- 6.2. In terms of the provisions of Section 39 of the Electricity Act, 2003, the facilities at the substation of GETCO are being considered for optimum use and accordingly the bays constructed in the substations from time to time as per the requirements of the Applicants for connectivity are arranged/adjusted towards achieving the maximum utilization.
- 6.3. There are also occasions where the utilization of the bays allocated in the substation for the purpose of the use of the Distribution Utilities in the State are not fully exhausted and there are possibilities of such bays being temporarily used for the benefit of others, without creating any right in them to the continued use and with the clear stipulation that they shall immediately cease to have any use of such bays as and when the requirement of the Distribution Licensee arises.

6.4. The issue is not of protection of any developer as referred in the Daily Order.

It was only the case where developer had established its power plant and dedicated transmission but only works at sub-station was not completed. At the same time, the feeder bay of GETCO was constructed but not currently in use. In such situation, when the Developer approached GETCO for the use of the bays, allowing the temporary use ensured that there is no wastage of renewable energy and at the same, providing for transmission charges to GETCO for the open access sought in respect of such capacity which in turn would reduce the transmission charges for customers as a whole.

6.5. The Commission has sought details of the bays being used by the developers. The details of bays allowed on temporary basis to private developers other than the present case of Morjar and OPwind are as under:

S. No.	Developer	Sub-station	Discom /Captive /Third Party	Request received	Period initially granted temporary use	Extension granted, if any	Date of completion of bays by the developer
1	Enren Energy Private Limited. - 400 MW	400 KV Shapar	DISCOM Stage 2 granted on 16.02.2023	22.03.2024	30.03.2024 to 30.06.2024	Up 13.09.2024	13.09.2024

- 6.6. The above case was of sale to DISCOMS and bays stand returned on 13.09.2024. The above provision allowed for commissioning of power plant on 31.03.2024 and supply of power to Discoms
- 6.7. There is no specific procedure laid down by GETCO. These aspects are considered on the basis of the request received and circumstances.
- 6.8. Clause 10.4 of the Detailed Procedure refers to the re-arrangement or shifting of Stage II Connectivity across different bays of the same sub-station for purpose of optimum utilization of transmission infrastructure. There is no specific procedure for the above in the Detailed Procedure nor can there be an exhaustive consideration, and such aspects have to be considered based on the circumstances to ensure that there is optimum utilization of transmission infrastructure.
- 6.9. As a state transmission utility and transmission licensee, GETCO has to undertake the transmission of electricity through the transmission system and ensure development of an efficient, co-ordinated and economical system of intra-state transmission lines for smooth flow of electricity [Section 39] and provide open access. Further promotion of renewable energy is also recognized in Electricity Act, 2003 including on connectivity to grid to such renewable energy stations.

- 6.10. There are certain exceptional circumstances in which the consideration is made, and the consideration is to ensure optimum utilization of the transmission network.
- 6.11. There was an exceptional circumstance, and an issue arose whereby a developer who had been granted the Stage II Connectivity had established its generating station but the evacuation system works at the sub-station had not been made ready. In such scenario, the Developer had requested to be allowed to use existing available 220 KV GIS feeder Bay either temporarily or permanently for evacuating the power. The feeder bay of GETCO was constructed but not currently in use.
- 6.12. Considering the goals of optimum utilization of transmission infrastructure, in a situation where the generating station being established and further dedicated line from the generating station to sub-station being made ready to convey electricity and the fact that there was bay available which was not in use, in the interest of providing supply of electricity, particularly renewable power and to avoid wastage of the generation capacity, GETCO exercising its function as a State Transmission Utility, considered that permitting the temporary use, is conducive to the State interest, as long as it does not affect the ability of GETCO to meet its other obligations, particularly to consumers at large. In doing so, there was no adverse impact being on either the other

transmission users or the prospective transmission users and no discriminatory act on the part of GETCO.

- 6.13. In view of such consideration, the open access would be obtained and utilized and GETCO would recover transmission charges. Such transmission charges recovered from the generator/consumer would be adjusted in the revenue requirements of GETCO and would reduce transmission charges to recover the revenue requirements through tariff.
- 6.14. GETCO after due consideration of the need of the above feeder bay in the near future and whether allowance of use on a temporary basis to developer would affect the ability of GETCO to perform its obligations, allowed on Temporary basis under stop gap arrangement for use by the developer and the said bay would be available with GETCO after such temporary period and in fact if need arises, GETCO can immediately disconnect the developer. The developer was still required to construct the bay at the sub-station. At no point was there any assignment or transfer of the bay. The bay remained the asset of GETCO and would continue to do so.
- 6.15. GETCO had in certain cases, issued the estimate for bays on deposit works basis [Option 1A]. This is not because there was any delay in construction of bays by the developers or otherwise any issue claimed by developers but because there was no bay space while the capacity was there in the sub-station

and therefore, the existing bays could be used for the developers to ensure further utilization of the transmission system by way of open access. This was only done to ensure that the sub-station capacity is utilized, otherwise no connectivity could be issued to developers despite there being capacity available. The final connectivity materialized on the above basis are as under:

S. No.	Developer	Capacity and sub-station	Discom /Captive /Third party	Date of Grant of Connectivity	Estimate issued	Estimate Paid	Physical connectivity Date
1	TEQ Green Power XII Private Limited	70 MW At 66 kV feeder bay at 220 KV Charkha	Discom	16.02.2023	15.03.2023(Provisional) /14.07.2023 (Final)	11.04.2023 02.08.2023	30.03.2024
2	Project Twelve Renewable Power Private Limited	140 MW At 220 kV feeder bay at 220 kV Charkha	Discom	30.11.2023	29.12.2023	11.01.2024	27.09.2024
3	Juniper Green Beam Private Limited	70 MW at 66 KV feeder bay at KV Shapar	Discom	16.02.2023	17.03.2023	31.03.2023	14.03.2024

6.16. In certain cases, GETCO had allowed use of the CRP Panel (SCADA Compatible) for temporary use in case of NTPC Renewable with 30 MW and Solarcraft Power India Private Limited with 120 MW – both related to DISCOM bids. This was due to the issues synchronization of the new version of panels which is available with the suppliers and the old version panels currently installed in the GETCO sub-station and therefore GETCO had allowed the temporary use of old version of

spare panels available with GETCO. All other works had been completed by the developers. Further, on similar issue of the panel synchronization, one spare panel available with GETCO was allotted to NTPC Renewable Energy Limited (70 MW on DISCOM bid) on payment of estimate.

- 6.17. There is no issue of any selection by GETCO nor did GETCO invite any developer for temporary use of the bays. Clause 10.4 of the Detailed Procedure provides that on request of Stage II grantees, there can be rearrangement or shifting of bays. The developers (OPwind first and then Morjar) had approached GETCO with the request to be allowed to use the existing available 220 KV GIS feeder bay.
- 6.18. There was an extraordinary situation and GETCO after various considerations already detailed in the submissions dated 22.01.2025 and submitted hereinabove, considered the request of the developers and allowed on temporary basis under stop gap arrangement.
- 6.19. In doing so, GETCO was not overlooking or ignoring or otherwise failing to consider any similar request, with reference to the said substation from others, as there was no such request by any other person, at the relevant time. In the event of there being more than one person at the relevant time, seeking similar dispensation, GETCO would obviously have considered the priority amongst them, with reference to the persons who had approached GETCO in the first

instance and followed the sequence in respect of such competitive number of persons, in an appropriate manner. GETCO would have adopted a transparent method of dealing with similar placed persons seeking such temporary use.

- 6.20. GETCO follows a transparent process in the allocation of bay or allowing the use of bay, with reference to the pending applications and no undue priority is given to any person.
- 6.21. In 2023, the capacity considered available for renewable generation at the sub-station could be all accommodated in three bay spaces and accordingly the allotment was made. The sequence at that stage was “Morjar, OPwind and Suzlon”.
- 6.22. When the Morjar’s connectivity was cancelled, though the capacity was spare, there were interim orders vide Order dated 23.10.2023 by the Hon’ble High Court of Gujarat. In the minutes of meeting dated 22.11.2023, the bay sequence was considered as OPwind – Suzlon- Morjar under interim orders.
- 6.23. After Order dated 22.12.2023 by the Hon’ble High Court of Gujarat and the capacity allocated to Morjar being cancelled, fresh connectivity was granted on the capacity including to Morjar and OP Wind. The Petitioner, Clean Max would then be allocated a bay.
- 6.24. The discussions and detailed deliberations were held at such time with all developers. There were various aspects considered including issues with lead

generator and progress of work by one of developers as well as technical considerations and it was considered that an additional bay be considered. Accordingly, GETCO decided to consider four bays.

- 6.25. In this regard, a meeting was held with all developers and the bay sequence was decided in the meeting dated 22.02.2024 as Morjar, OPWind, Suzlon and Cleanmax. The bay sequence was agreed to by all developers and no objections were received.
- 6.26. Subsequently, on request from Cleanmax, bay swapping was allowed with Suzlon with consent of both parties during meeting on 09.08.2024. Therefore, bay sequence became “Morjar – Opwind – Cleanmax – Suzlon”.
- 6.27. Such swapping of the bays amongst the above generators, did not in any manner, either discriminated against any of them or caused any adverse consequences to any of them. All the generators, continued to get the services, as before.
- 6.28. In regard to temporary bays, there was no other generator at the Kalavad Substation, who had expressed a claim for such temporary use, in similar circumstances as was the position in regard to Morjar and OPWind, and therefore, there was no consideration of any other person or need for enforcing the same.

- 6.29. The first request was by Opwind and then by Morjar. In terms of actual connectivity, the first physical connection was by M/s Morjar and then M/s Opwind.
- 6.30. The Stage II connectivity was granted to Morjar on 30.04.2023 and the same was revoked vide letter dated 16.09.2023. However, interim orders were passed by the Hon'ble High Court of Gujarat on 23.10.2023 and finally the Petition before the Hon'ble High Court was withdrawn vide dated 22.12.2023.
- 6.31. The bank guarantee was not encashed. There is no specific provision in the Detailed Procedure for encashment of bank guarantee in situations where the connectivity was revoked for reasons other than the non-readiness of evacuation line within the timelines and further Morjar had already approached the Hon'ble High Court of Gujarat on the aspect of cancellation of connectivity.
- 6.32. In the meantime, another developer had filed the Petition No. 2266 of 2023 on 19.10.2023 seeking inter alia as an alternative prayer, return of bank guarantee. The issue in the said case was similar to M/s Morjar. The said Petition has been heard and the matter has been reserved. The decision in the said case would apply to M/s Morjar also.
- 6.33. GETCO had also written letter dated 25.01.2024 to Commission on various aspects including the aspect of bank guarantees in cases where connectivity is cancelled/revocation in various situations.

6.34. The Morjar had applied as under:

Applicant Name	Project Purpose	Project Type	St-II Feasible Capacity (Mw)	Stage I Application Date	Stg-I approval date	Stage II Application Date	Stg-II approval date
Morjar	Captive	Hybrid	50	21-09-2023	28-12-2023	27-09-2023	28-12-2023
Morjar	Third Party	Hybrid	50	08-05-2023	30-06-2023	27-09-2023	28-12-2023
Morjar	Third Party	Hybrid	25	19-01-2024	12-03-2024	23-01-2024	12-03-2024

6.35. The consideration of lead generator and sharing has been detailed in the submissions dated 22.01.2025. When the available capacity is more than the capacity allotted to the developer, there is potential for allotment of capacity on sharing basis for optimizing the transmission system. For example, as per detailed procedure the capacity of transmission line is provided under Clause 7.5 and the same has to be irrespective of the capacity sought and allotted to a particular developer. This means that such line can be shared with other developers.

6.36. Once the available bays are allotted to developers, but still capacity is available, the connectivity is granted considering sharing basis. In such circumstances, GETCO informs the new Grantee of the sharing mechanism and requires the applicant to submit the Agreement with the lead generator as per Format 6 of

the Detailed Procedure. The provisional estimate issued to such new applicant is as per the sharing basis.

6.37. The lead generator is entrusted with the work of dedicated line from its project to the sub-station as well as feeder bay at the sub-station and the subsequent Grantees share the said bay.

6.38. In case of multiple bays, there is an aspect of bay allocation and bay sequence. The bay sequence is the sequence in which the bay is constructed by each developer. The bay sequence is decided usually on the basis of the timelines of the developers since the first bay has to be constructed first before the second bay is connected. Therefore, if the first bay is not ready, the second bay cannot be completed, being the complexity in GIS installation even if the developer of the second bay is otherwise ready.

6.39. Further, in terms of Clause 10.4, there can be reallocation of bays based on the optimum utilisation of transmission infrastructure. Therefore, the bay sequence can be changed based on the circumstances. There is no requirement that the bay sequence has to be based on the date of the grant of connectivity. There is no specific provision on the bay sequence and such aspects are considered based on principles of optimum utilisation.

6.40. In the present case, initially Cleanmax was allocated on sharing basis and therefore, there was no bay allocated to Cleanmax, as lead generator. Thereafter

there was cancellation of connectivity to Morjar but there were interim orders by the Hon'ble High Court of Gujarat and therefore, the bay allocation was maintained.

- 6.41. Subsequently, after Order dated 22.12.2023 by the Hon'ble High Court of Gujarat, the connectivity to Morjar granted on 30.04.2023 stood cancelled and the capacity as well as the bay allocation was considered available. In view of the above, Cleanmax was considered the lead generator.
- 6.42. Further, after the Hon'ble High Court of Gujarat order dated 22.12.2023, the capacity originally allocated to Morjar became available for allocation and on 28.12.2023, further allocations were made to OPwind and Morjar. Meetings were held on 20.01.2024 and 22.02.2024 with all developers.
- 6.43. While Cleanmax was considered as lead generator and therefore, required to construct the bay also, the aspect of bay sequence was considered and decided in the meeting dated 22.02.2024 based on the progress of work of the developers and the same was Morjar, OPWind, Suzlon and Cleanmax. The bay sequence was agreed to by all developers and no objections were received.
- 6.44. Subsequently, on request from Cleanmax, bay swapping was allowed with Suzlon with consent of both parties during meeting on 09.08.2024 and the bay sequence was Morjar, OPwind, Cleanmax and Suzlon.

- 6.45. In 2023, the capacity considered available for renewable generation at the substation could be accommodated in three bay spaces and accordingly the allotment was made.
- 6.46. Subsequently, during discussion and detailed deliberation with all developers grantees and considering on various aspects including issues with lead generator and progress of work by one of developers, it was considered that an additional bay be considered. Accordingly, GETCO decided to consider four bays.
- 6.47. In regard to status, there is a small correction on the status as captive/third party/discom and which may be considered as under:

Developer	Total Capacity MW	Captive/Third Party/DISCOM	Commissioned Capacity (MW)	COD
Morjar	125	Captive - 50 MW Third Party – 75 MW	64.8 MW Wind 62.5 MW solar	(as per GEDA Certificate)
OP Wind	150	Captive – 125 MW Third Party – 25 MW	24.3	(as per GEDA Certificate)
CleanMax	100	Captive	NA	NA
Inox	150	Captive	NA	NA
Suzlon	200	Captive	NA	NA

- 6.48. GETCO duly recovers the transmission charges in relation to the open access granted to the developers. Such transmission charges recovered; forms part of the revenue to be adjusted against the revenue requirements of GETCO. The bays at the substation are constructed at the cost of the developers and the money is recovered in the manner provided under the Tariff Regulations and Tariff Orders

of the Commission. In the case of the temporary use by Morjar and OPwind, besides the Open Access Charges, there was no other charges, to be recovered, towards bays, as the bays had already been constructed and they belong to GETCO.

- 6.49. GETCO could not have claimed double charges for the same bay and evacuation of power from the generating station was on a temporary basis. As mentioned above, the money paid by Morjar and OPwind goes to the benefit of the reduction in the Annual Revenue Requirement claim in true up of GETCO's financial and therefore benefits the State Distribution Licensee, for whose services the bay existed.
- 6.50. In the present case, inadvertently, the assets were not included in ARR, as general practice, they ought to be included. The bays were constructed by GETCO and are part of its fixed assets.
- 6.51. Even when the bays are utilized by the developers, they remain the assets of GETCO, and capital expenditure has been by GETCO. Therefore, they have to be treated as any other asset of GETCO. The developers are also paying transmission charges for the open access granted and therefore, share in the costs of the assets of GETCO/ARR. This in turn would reduce the transmission charges for customers as a whole.

- 6.52. GETCO has, while considering the request of developers, sought information from its field office for the need of the feeder bay in the near future and considered whether allowance of use on a temporary basis to developer would affect the ability of GETCO to perform its obligations. The bays are constructed based on the requirements and needs and so long as there is no impact on the same and the needs are fulfilled, the surplus facility available can be put to optimum utilisation. As mentioned above, the transmission charges recovered in view of the above are appropriately adjusted in the ARR.
- 6.53. The bay was not allocated to the developer and only temporary use was allowed. The timeframe for completion of the evacuation system for such developers had not expired when the request was made and temporary use allowed. The use has only been allowed until 31.03.2025. There is at this stage, no issue of any cancellation of connectivity or any of the consequences as on date.
- 6.54. Further in case of cancellation in the future, since the open access has already been obtained by the developers, the charges as per the Open Access Regulations would be payable including relinquishment charges as applicable.
- 6.55. There was no committed right vested in Morjar and OPWind, in regard to the temporary use of the bays, in the Substation, which was for the use by the Distribution Licensee.

- 6.56. GETCO after having fully satisfied of the non-use of the bays to the full extent in relation to Distribution Licensees, facilitated the renewable power generator, by allowing temporary use.
- 6.57. GETCO was always entitled to terminate the above temporary use, forthwith that the capacities in the bays will be required for the regular use by the Distribution Licensee in that case, Morjar or OPWind could not have claimed any right to continue use of the bay.
- 6.58. The temporary use of bays is not related to open access as such though the developers have applied for MTOA and LTOA and not STOA. The period of temporary use was considered by GETCO based on the future need of the spare bay and as of now, the period is until 31.03.2025.
- 6.59. In any case, the timeframe cannot exceed the timelines within which the evacuation system has to be made ready by the developers as per the Detailed Procedure. The obligation for the completion as per the period as per the Detailed Procedure has to be fulfilled.
- 6.60. On revocation of connectivity to Morjar, initially there was interim order of the Hon'ble High Court and after withdrawal of the Petition, Cleanmax became a lead generator and therefore, was allocated bay space. There is no issue that the Cleanmax has not been allocated bay space after cancellation of connectivity to Morjar. There is no denial of bay to anyone prior to in consideration to Morjar.

- 6.61. The aspect of bay sequence is a separate issue. The bay sequence is the order in which the bays are constructed and connected, and it is decided based on the timelines and progress of the developers and is subject to shuffling to optimize the utilization.
- 6.62. Since the completion of second bay is dependent on the first bay being the complexity in GIS installation, it may be necessary to decide on bay sequence depending on the circumstances and in some cases, the same may have to be revised.
- 6.63. There is no discriminatory treatment. The Petitioner, Cleanmax has also not alleged any discrimination or otherwise raised any issue on bay sequence. The meetings were held, and all developers had agreed to the bay sequence and no issue or objection was raised.
- 6.64. Further, the bay sequence was also revised at request of Cleanmax - even though Suzlon was in advance of Cleanmax initially in bay sequence, the shuffling was done on request of Cleanmax with a view to ensure optimum utilisation.
- 6.65. None of the developers have raised any issue on bay sequence and even otherwise, GETCO cannot be denied the power to shuffle the bays and decide on bay sequence to ensure optimum utilisation. A developer cannot be allowed to hold back other developers.

6.66. The transmission charges are linked to open access and if the connectivity holders do not apply for open access, there is no transmission charges. However, the Detailed Procedure [Clause 10.2(C)] and the Tariff Orders provide for recovery of transmission charges for 10% if the said capacity is not commissioned within 1 month of the charging of the line.

6.67. The Detailed Procedure and orders provide that the work is not carried out within the timelines specified subject to any extension approved by the Commission, the connectivity is liable to be cancelled and bank guarantee encashed. There is no reference to the transmission charges in the said Procedure and Tariff Orders from connectivity holders if there is no construction of bays.

6.68. The total capacity is as under:

- a. Morjar – initially 200 MW which was cancelled and thereafter varying capacity totaling to 125 MW
- b. OP Wind – totalling to 150 MW
- c. Suzlon – totalling to 200 MW.

The details of connectivity application and grant are provided in the submissions dated 22.01.2025.

6.69. In view of the connectivity at 220 KV, the dedicated line to be constructed is 300 MW [Clause 7.5 and 13.1 of the Detailed Procedure]. The capacity for each bay is therefore 300 MW. If the capacity is more than the capacity utilized by the

developer, it is liable to share the said capacity and it cannot deny the space for future developers on sharing mechanism.

- 6.70. If there is such denial by the developer, the aspect has to be looked into by the Commission. Clause 14.2 of the Detailed Procedure provides for GETCO to inform the Commission in case spare capacity is not put to use without reasonable justification and it is resulting in denial of opportunity to other renewable generating stations.
- 6.71. In the present case, the Petitioner, Cleanmax had not approached GETCO at the relevant time with any issues of the lead generator agreement.
- 6.72. However, it is clarified that even if the bays constructed by developer are utilized by GETCO as if GETCO constructed bays and bays constructed by GETCO are utilized as developer constructed bays, there would be no violation of Section 17 of the Act. In such case also, there is only reallocation of bays within the sub-station which can be done for optimum utilization and depending on circumstances.
- 6.73. In regard to the earlier case of Enren, the bays were returned to GETCO on date 13.09.2024 and the developer shifted their connectivity to the bays constructed by it.
- 6.74. The eligible applications were kept pending in view of the interim orders and were considered after the withdrawal.

- 6.75. The Detailed Procedure under Clause 10.4 provides for shuffling of bays. There is no specific procedure or norms laid down by the Commission for such allocation or re-allocation of bays or bay sequence. These aspects are to be considered by GETCO for optimum utilisation which is also the basis as per the provisions of Electricity Act, 2003.
- 6.76. In regard to temporary use of bays, the basis of consideration is already provided in submissions dated 22.01.2025. There is no norms or procedure specifically written down.
- 6.77. Once the bays are constructed by the developers, as per the terms and conditions, the developer would disconnect from GETCO bay and connect to the new bay. Even if the developers do not construct the bay related to it within time, they would have to be disconnected from GETCO at the end of the timelines provided or if GETCO has any need for the bay prior to that, the temporary use given is determinable by GETCO at any time.
- 6.78. Once the available bays are allotted to developers, but still capacity is available, the connectivity is granted considered on sharing basis. In such circumstances, GETCO informs the new Grantee of the sharing mechanism and requires the applicant to submit the Agreement with the lead generator as per Format 6 of the Detailed Procedure. The provisional estimate issued to such new applicant is as per the sharing basis.

- 6.79. There is no non-compliance on part of GETCO. The capacity was still available at Kalavad Sub-station and therefore has to be shown on the website. In such case, a developer can apply with the agreement already in place under Clause 13.2 but this does not mean that even if there is an application for available capacity, the same can be refused by GETCO merely because there is no agreement in the application.
- 6.80. There is no such provision in the Detailed Procedure. Further, if such course is followed, it would allow the existing Grantee to decide on who to enter into an agreement with under Format 6 and favour one developer over another in the application process which cannot be allowed.
- 6.81. Further Clause 13.1 provides for *“In such condition, sharing of surplus capacity in the dedicated transmission infrastructure is allowed by following the priority of Stage II connectivity applications.”* Therefore, GETCO considers the applications as per their priority and further requires the new grantee to submit the lead agreement as per the Format 6. The existing grantees in the sub-station, are required to share the spare capacity on their line/bay and cannot refuse to share the same and the format of the agreement is provided in Format 6. However, if there is any issue, the same is to be informed to the Commission.
- 6.82. This was the case for Petitioner. There was no agreement as per FORMAT 6 submitted at the time of application.

6.83. In the present case, the Petitioner had not informed GETCO on the alleged denial of sharing or issues in sharing arrangement. The same has been disclosed only in the Petition. However, in case there is a denial of sharing or other issues and the same is informed to GETCO, GETCO can only seek to assist informally in resolution of the issue between the parties and in case no resolution is possible, inform the Commission for any further action under Clause 14.2. There is no other power to GETCO under the Detailed Procedure for such issues.

7. The matter was heard on various dates. During the hearing, Ld.Sr.Adv.Shri Mihir Thakore, on behalf of the petitioner reiterated the facts stated in para 2 and 4 above.

7.1 He further argued that the Commission passed Order No.2 of 2020 dated 30.04.2020 wherein the timeline for the commissioning of the wind project specified as 18 months (1.5 yr) from the date of allotment of transmission capacity for wind farm capacity of 1 MW to 100 MW. Accordingly, the petitioner have time available for commissioning of the project as 18 months.

7.2. The delay occurred in completion of the project on following grounds:

Sr.No.	Unforeseen events	Delay (in period)	Extension of time sought in days
1	Delay in clarity of the status of lead generator	period from 28.2.2023 to 22.2.2024	209 days
2	Delay associated with vendor approval for GIS	29.2.2024 to 11.9.2024	256 days

3	Delay connected with common drawing approval	3.7.2024 to 11.9.2024	70 days (Overlapping period with period referred in Sr.No.2)
Total extension of time sought (in days)			465 days

8. Ld.Advocate Ms.Ranjitha Ramachandran, on behalf of the respondent reiterated the facts stated in para 3, 5 and 6 above.

8.1 She submitted that it is the responsibility of the grantee of connectivity holder to construct the dedicated line from the project to the substation as well as to undertake the work of feeder bay at substation.

8.2 It is submitted that in certain cases, one bay at substation can serve multiple grantees and in such case the first grantee is entrusted with the work of dedicated line from its project to the substation as well as feeder bay at the substation and the subsequent grantee share the said bay. The subsequent grantee on sharing basis erects the line from their pooling station to substation of the first grantee.

8.3 The respondent has granted stage II connectivity at 220 KV Kalavad substation to the petitioner on 28.7.2023 prior to that the respondent has granted connectivity to M/s.Morjar Renewables Pvt.Ltd., M/s.OPWind Energy Pvt.Ltd., and M/s.Suzlon Global Services Ltd. The above 3 approvals were granted as lead generators with 220 KV GIS feeder bay allocation. Thus, the connectivity

of the petitioner was on sharing basis with the existing stage II connectivity granted.

8.4 There is no difference in timelines provided in the detailed procedure for lead generator or the generator who has been granted like petitioner to share the bay with lead generator.

8.5 The petitioner was issued provisional estimate on 220 KV metering bay on sharing basis and indicated that the petitioner would have to submit the agreement with lead generator as per Format- 6 provided in the detailed procedure with any of the 3 lead generators i.e. M/s.Morjar Renewables Pvt.Ltd., M/s.OPWind Energy Pvt.Ltd., and M/s.Suzlon Global Services Ltd.

8.6 It appears that the petitioner claim that its efforts with all 3 lead generators did not yield any result. GETCO is not privy to the communication between the petitioner and other 3 companies, who have been declared as lead generators. The petitioner has not approached the respondent with any issue in this regard.

8.7 On perusal of the documents submitted by the petitioner, the following inferences drawn:

(a) The petitioner has refereed email to M/s.Continuum as parent of Morjar in September,2023, but there is no communication from Countinuum/ Morjar, stating its refusal or otherwise.

(b) Emails with OPWind in September,2023, state that OPWind was willing to share bay. However, the commercial terms were not confirmed as per verbal discussion. The last reference is to the meeting dated 20.9.2023 but there is no minutes of meeting or otherwise communication thereafter.

(c) The petitioner has referred email with Suzlon in September,2023 to December 2023. A meeting held on 6.12.2023. However, the discussion did not conclude and Suzlon has not confirmed the commencement date in the discussion therein reference to additional 50 MW, but it is clarified that the petitioner has been granted connectivity for 100 MW at Kalavad S/S.

8.8 The connectivity was granted in July,2023 to the petitioner. However, there is reference of September 2023 when the petitioner has tried to approach to lead generator for sharing of connectivity.

8.9 The connectivity to Morjar Renewable was cancelled by the respondent vide letter dated 16.9.2023. Against it, M/s.Morjar Renewables filed a writ petition before the Hon'ble High Court of Gujarat being SCA No.18685 of 2023 and Hon'ble High Court of Gujarat passed an interim order dated 23 October,2023, directing the parties to maintain status quo till the next date of hearing so far

as reassigning or reallocation of 200 MW connectivity to any other person/ entity or applicant i.e. any other applicant is concerned.

8.10 The respondent did not immediately take any step regarding allocation of M/s.Morjar Renewables Ltd. with consideration of pending writ petition before the High Court and interim order passed by the Hon'ble High Court of Gujarat.

8.11 The writ petition filed by M/s.Morjar Renewable ltd. was finally disposed of as withdrawn vide order dated 22.12.2023. The Morjar Renewable was granted stage II connectivity for same capacity against its new application at 220 KV Kalavad Substation.

8.12 After Order dtd 22.12.2023, the respondent called all generators for a meeting to discuss technical aspects on 20.1.2024 and 22.2.2024 wherein it was considered that the petitioner be granted the status of lead generator. Thereafter, the respondent decided to allocate space for 220 KV feeder bay to the petitioner which was finalized during the meeting with all 4 stage II connectivity grantee on 22.2.2024. Thus, the petitioner was granted as lead generator by the respondent.

8.13 The revised estimate was issued to the petitioner by the respondent on 12.3.2024 and the petitioner has paid the same on 20.3.2024. The claim for delay in declaring lead generator by the respondent decided by the Commission with consideration of above facts.

Commission Analysis

9. Heard the parties. The Petitioner is a renewable energy developer setting up a 100MW renewable energy power plant at Devpur Ranuja, Jamnagar, Gujarat.

9.1 The Commission, vide Order No. 1 of 2024 dated 22.02.2024 framed the tariff framework for procurement of power from Wind Turbine Generators and other commercial issues for the State of Gujarat. As per Para 3.9 of the said Order, the Wind Project Developer was required to furnish a Bank Guarantee (BG) of Rs. 10 Lakhs/MW to GETCO to ensure the commissioning of the evacuation infrastructure within the prescribed timeline. Relevant extract of the Para 3.9 is reproduced hereinbelow:

"3.9 Security Deposit

The Hybrid Power Project Developer shall be required to provide Bank Guarantee @ 10 lakhs per MW to GETCO based on allotment of transmission capacity and in case the developer fails to commission the Hybrid capacity within the time-period mentioned hereunder, GETCO shall encash the Bank Guarantee.

Sr. No.	RE capacity in MW	Period for commissioning the entire evacuation line along with bays and metering system
1.	1MW to 100 MW	12 months from the date of allotment of transmission capacity
2.	>100 MW to 200 MW	15 months from the date of allotment of transmission capacity
3.	>200 MW to 400 MW	18 months from the date of allotment of transmission capacity
4.	>400 MW to 1000 MW	24months from the date of allotment of transmission capacity

The Wind-Solar Hybrid Project Developer shall ensure and prove that the Evacuation System consist of Transmission and /or Distribution System shall be ready prior to SCOD or aforesaid timeframe, whichever is earlier. Failure to it, the project developer is not eligible to get any waiver in Liquidated Damages payable by it, in terms of respective Agreement/ PPA.

The Wind-Solar Hybrid Power Project Developer shall commission the project for at least 10% of the allotted capacity within one month of charging the evacuation line or as per timeframe stipulated table above, whichever is earlier, failing which, the Developer shall be liable to pay long-term transmission charges for 10% of the allotted capacity until such 10% of the allotted capacity is commissioned.

The balance 90% capacity shall require to be commissioned within one year of charging of evacuation line or as per timeframe stipulated above, whichever is earlier, failing which STU shall cancel the connectivity and Open Access granted, to the extent of capacity not commissioned and the RE developer shall have no claim on such capacity and pay relinquishment charges as determined by the Commission. Further, STU shall include such cancelled capacity in the list of spare available capacity for RE integration to be published on their website for prospective consumers.

If the Wind-Solar Hybrid Project Developer (as Generator / Consumer/ Licensee) fails to commission the entire allocated evacuation system along with bays and metering System within stipulated time-period due to unforeseen reasons, they may approach to the Commission seeking for extension of time period.

In case of Wind-Solar Hybrid Project set up under competitive bidding route,

in that case, the aforesaid provision shall be governed by the provisions of approved bid documents /PPA.”

In the aforesaid decision, the Commission has prescribed commissioning period for wind projects under the said Order is as follows:

1MW to 100 MW	12 months from the date of allotment of transmission capacity
>100 MW to 200 MW	15 months from the date of allotment of transmission capacity
>200 MW to 400 MW	18 months from the date of allotment of transmission capacity
>400 MW to 1000 MW	24months from the date of allotment of transmission capacity

- 9.2 The Commission, approved the Procedure for Grant of Connectivity to projects based on Renewable Sources to Intra-State Transmission System vide its approval dated 07.01.2023 wherein Stage-II connectivity grantees are required to complete the dedicated transmission line, bays, and bus-bar within the timeline specified by the State Commission, failing which the Stage-II Connectivity shall be revoked, and the Bank Guarantee shall be encashed.
- 9.3 The present petition filed by the petitioner for declaration of unforeseen events occurred in construction of the evacuation line alongwith bay and metering system for evacuation of 100 MW renewable power generated from petitioner power plant due to following events.
- (1) Delay in clarity of status of lead generator
 - (2) Delay associated with vendor approval for GIS
 - (3) Delay connected with common drawing approval.
- 9.4 The respondent contended that the delay occurred in construction of transmission system from the petitioner plant to the respondent substation is the responsibility of the connectivity grantee i.e. petitioner to complete the same within stipulated period of 1 year. The claim of the petitioner of the said

period as 18 months is not legal and correct. The petitioner has not constructed the transmission system in stipulated period and claiming for extension of it on ground of force majeure, unforeseen events is not valid and correct.

9.5 The undisputed facts in the present case are as under:

- (i) The petitioner is RE generator developing/ setting up 100 MW wind power project.
- (ii) The petitioner has applied for stage I connectivity to the respondent which was granted by the respondent on 1.4.2023.
- (iii) The petitioner has paid bank guarantee of Rs.5 crores expiring on 8.2.2025 and the claim expiry date is 8.2.2026.
- (iv) On 28.7.2023, stage II grid connectivity for evacuation of 100 MW wind power at 220 KV Kalavad Sub station of the respondent was granted to the petitioner. The said approval specify that the work for laying the dedicated lines and bays only after the approval of Section 68 and 164 of the Electricity Act,2003 received from the Govt. of Gujarat.
- (v) On 11.9.2023 connection agreement was executed between GETCO and the petitioner for establishing connection of 100 MW wind power project to 220 KV Kalavad Sub station.
- (vi) The petitioner vide its letter dated 4.5.2022 informed the respondent for optimum utilization of resources. The petitioner is planning to add solar

power capacity of 60.75 MW AC in existing location apart from 100 MW wind capacity.

(vii) The respondent vide its letter dated 13.5.2024 granted approval for addition of 60.70 MW (AC) solar capacity within the quantum of approved capacity of 100 MW.

(viii) The petitioner vide its letter dated 16.7.2024 requested the respondent for condonation of time line for construction of entire evacuation line alongwith bay and metering system. In response to above, the respondent vide its letter dated 22.7.2024 informed the petitioner that the timeline for commissioning of entire evacuation system along with bay and metering arrangement is till 27.1.2025.

(ix) The power generation on the petitioner plant be utilized for captive use by the beneficiaries.

(x) On 22.8.2023, the respondent sent a letter to the petitioner providing provisional estimate for supervision charges for work of erection of 220 kV metering bay for evacuation of power from petitioner plant and also stated that the petitioner shall have to submit agreement on lead generator as per format 6 of GERC Procedure for grant of connectivity to RE generators with any of the lead generators of Stage II grantees -

M/s.Morjar Renewables Pvt.Ltd., M/s.OPwind Energy Pvt.Ltd., and M/s.Suzlon Global Services Ltd.

- (xi) The petitioner has made communication with Morjar Ltd. on 1.9.2023, 7.9.2023, and 17.9.2023. However, no finalization of sharing of the bay happened between the parties i.e. Morjar Ltd. who is lead generator and the petitioner.
- (xii) The petitioner has made communication with OPWind Ltd. on 7.9.2023, 11.9.2023, and 18.9.2023. However, no finalization of sharing of the bay happened between the parties i.e. OPWind Ltd.. who is lead generator and the petitioner. M/s.OPWind did not confirm the commercial terms as per verbal discussion.
- (xiii) The petitioner has made communication with Suzlon Global Services Pvt. Ltd. on 8.9.2023, 17.9.2023, 5.10.2023, 11.10.2023 , 17.10.2023, 23.11.2023, 5.12.2023, and 6.12.2023. However, no finalization of sharing of the bay happened between the parties i.e. Suzlon Global Services Ltd., who is lead generator and the petitioner.
- (xiv) Non-finalization on sharing of bay between the petitioner and other RE project developers, the petitioner approached the respondent for allocation of separate bay and confirmation of the status of the petitioner as lead generator.

- (xv) On 22.09.2023, the petitioner requested the respondent that on the revocation of connection of Morjar by the respondent , the respondent may award the lead generator status to the petitioner and allocate the 220 kV bay at 220 kV Kalavad S/S for evacuation of 100 MW power of the petitioner.
- (xvi) On 23.10.2023, the Hon'ble High Court of Gujarat passed an interim order in SCA No.18685 of 2023 and granted status quo against the termination / revocation of bay to Morjar Ltd. by the respondent.
- (xvii) On 30.10.2023, the petitioner has once again requested the respondent to grant status of Lead generator and allocate the bay at 220 kV Kalavad SS which was earlier allocated to M/s.Morjar Ltd. and its connectivity was revoked by the respondent.
- (xviii) On 22.12.2023, Hon'ble High Court of Gujarat has passed an order in SCA No18685 of 2023, granting permission for withdrawal of petition by the M/s.Morjar Renewable Pvt. Ltd.
- (xix) On 10.1.2024, the petitioner requested the respondent for award the status of lead generator to the petitioner in the vacated bay of M/s.Morjar Renewable Pavt.Ltd. as 220 kV Kalavad S/S for evacuation of power from the petitioner plant.

- (xx) On 16.1.2024, the respondent informed the petitioner OPwind, Suzlon, Morjar and Inox that kick off meeting with RE Stage- II connectivity holders is scheduled on 20.1.2024 at respondent's Baroda corporate office.
- (xxi) On 28.1.2024, the petitioner requested the respondent to confirm the petitioner as lead generator and demand letter to initiate the process of submitting required fee and charges and that bay on same the process of line root survey, right of way(ROW), finalization of location of pooling station, locations of balance WTG, mobilization of resources can be initiated so that the project development can be started for commissioning of the project in stipulated time. It is stated that due to non-finalization of lead generator status to the petitioner, the project was severely affected.
- (xxii) On 7.2.2024, the petitioner informed the respondent to provide minutes of meeting of kick-off meeting held on 20.1.2024 with RE generators, who have been granted stage II connectivity at Kalavad Substation to enable the petitioner to start the work at site to execute the project in time.

- (xxiii) The respondent vide its letter dated 15.2.2024 informed the petitioner and other 3 RE connectivity holders, viz. OPWind, Morjar, Suzlon that a meeting is scheduled on 22.2.2024 at the respondent's office.
- (xxiv) The respondent vide its email dated 26.2.2024 provided the signed minutes of kick-off meeting held on 22.2.2024 by the respondent with stage II connectivity grantees, petitioner, OPWind, Suzlon, Morjar to discuss technical aspects related to connectivity at 220 KV Kalavad Substation. The minutes of meeting state that revised GIS based sequence shall be (i) M/s.Morjar, (ii) M/s.OPwind, (iii) M/s.Suzlon, (iv) M/s.Cleanmax. The connectivity of M/s.Inox shall be through any of above 4 stage II grantees.
- (xxv) The petitioner vide its letter dated 24.2.2024 requested the respondent to issue revised estimate as per lead generator as earlier estimate was issued to the petitioner according to bays sharing mechanism.
- (xxvi) The respondent vide its letter dated 12.3.2024 provided revised estimate of supervision charges for the work of erection of 220 KV GIS bays for evacuation of 100 MW wind power at 220 KV Kalavad SS.
- (xxvii) On 20.3.2024, the petitioner deposited the amount towards revised estimate of supervision charge for the work of erection of transmission

network for evacuation of 100MW power as provided in earlier letter dated 12.3.2024.

(xxviii) As per Kick-off meeting dated 22.2.2024, stage II connectivity grantee all developers were required to procure the same make GIS to get integrated with GIS system of existing supplier.

(xxix) On 29.2.2024, the petitioner requested the respondent for approval to engage existing vendor of respondent who has already executed 220 KV system at Kalavad SS.

(xxx) The respondent vide its email dated 2.4.2024, informed to all stage II connectivity grantee developers that the permission sought to use GIS bay at 400 KV Kalavad SS is concerned, the request of petitioner and other new generators cannot be granted in view of GOI Cross Border Procurement Policy and accordingly, the respondent denied the request of the petitioner to engage existing vendor of the respondent for development of GIS bay at Kalavad SS.

(xxxi) The respondent vide its letter dated 5.6.2024 informed to the petitioner and other lead generators to provide common drawing for approval of the respondent.

- (xxxii) The petitioner vide its letter dated 20.6.2024, informed to the respondent that petitioner is taking all efforts to finalize the deal with vendor and the drawing will be submitted shortly.
- (xxxiii) On 3.7.2024, petitioner vide its letter informed to all other lead generators for submission of common drawing for approval by the respondent.
- (xxxiv) On 22.7.2024, the respondent informed to the petitioner for submission of common drawing stating that in case of non-readiness of any of the developer, it is requested to submit common drawing alongwith other lead developer.
- (xxxv) On 29.7.2024, petitioner requested to the respondent for swapping of GIS feeder bay between Suzlon and petitioner at 220 KV Kalavad Substation.
- (xxxvi) On 7.8.2024, respondent sent letter to the petitioner and Suzlon regarding submission of drawing for common approval.
- (xxxvii) Kintech Synergy Pvt.Ld. vide email dated 8.8.2024 provided respondent part lay out plan, section and SLD in respect of allocation of 220 KV GIS feeder bays to Morjar, Petitioner, OPWind at 220 KV Kalavad Substation and requested for approval of the same.

(xxxviii) As per minutes of Kick off meeting dt.9.8.2024, the GIS bay sequence revised as per petitioner request and technical aspect of GIS arrangement that it shall be (i) M/s.Morjar, (ii) M/s.OPWind, (iii) M/s.Cleanmax and (iv) M/s.Suzlon.

(xxxix) The respondent vide its letter d.11.9.2024 to Kintech Synergy Pvt.Ltd. communicated approval of part lay out plan and section drawing for allocation of 220 KV feeder bays to the petitioner M/s.Morjar, OPWind and Suzlon at 220 KV Kalavad SS.

9.6 The disputed facts between the parties are as under:

9.6.1 The delay caused in creation of transmission network is on the part of petitioner or other connectivity holders or the respondent.

9.6.2 Whether the petitioner in absence of declaration of lead generator or the lead generator who have been allocated respondent GIS feeder bays at respondent substation have not shared the allocated feeder bay of the respondent with the petitioner not able to create transmission network from its power plant to the respondent Substation.

9.6.3 The delay caused in approval of common drawing is on part of the respondent or the petitioner and other lead generators.

9.6.4 The delay caused in selection of common vendor for construction of GIS feeder bay at respondent substation is default on part of the petitioner or other lead

generators and whether it is qualified for grant of extension sought by the petitioner.

9.6.5 The condition put up by the respondent that all lead generators are required to obtain common drawing approval or not is a dispute between the parties as also grant for extension in time limit of construction of bay by the petitioner and other lead generators.

10. Now, we deal with the issue emerged in the present case.

10.1 Whether in absence of declaration of petitioner as lead generator or in absence of sharing of bay agreement between the petitioner and lead generator who have been allocated GIS feeder bay of the respondent for evacuation of power through the transmission system created from the RE project developer to the respondent substation which is connected with lead generator GIS feeder bay or bay allocated to developer, the petitioner will not be able to create the transmission system? Whether the time spent in declaration of lead generator by the respondent to the petitioner is qualified as unforeseen events lead to delay in creation of transmission network by the petitioner and qualify for extension in time for completion of transmission network or not?

Petitioner submission:

10.2 The respondent vide its letter dated 22.8.2023 provided provisional estimate of supervision charges for work of erection of 220 KV metering bay for

evacuation of 100 MW wind power at 220 KV Kalavad substation for captive use through sharing of bay through sharing mechanism with stage II grantee.

10.3 The respondent stated that the petitioner has to submit agreement of lead generator as per format 06 of GERC Procedure for grant of connectivity to RE project with any of the stage II grantee i.e. (i) Morjar Renewable Pvt.Ltd., (ii) OPWind Energy Pvt.Ltd. (iii) Suzlon Global Services Ltd.

10.4 The petitioner paid provisional estimate of supervision charges as per letter dated 22.8.2023 of the respondent on 29.8.2023.

10.5 The petitioner approached all the 3 lead generators as per directives of the respondent for signing of the lead generator agreement. However, there is no conclusion of the agreement arrived between petitioner and 3 lead generators declared by the respondent at Kalavad Substation.

10.6 The petitioner on 11.9.2023 signed connection agreement with the respondent for establishing connectivity of 100 MW wind power project at 220 KV and connect with 220 kV Kalavad SS.

10.7 The petitioner has also informed the respondent lack of progress regarding finalization of lead generator agreement and requested providing separate bill and confirming of lead generator status with the petitioner.

10.8 On 22.9.2023, the petitioner requested the respondent to declare lead generator in place of Morjar Renewable Pvt Ltd., whose connectivity was revoked. Thereafter the petitioner has on various times requested to the respondent to declare petitioner as lead generator in place of revocation of grant of stage II connectivity of Morjar Pvt.Ltd.

10.9 The respondent has conducted kick off meeting on various dates to discuss technical aspect related to connectivity at 220 kV Kalavad Substation. Finally, in kick off meeting dated 22.2.2024 it was decided by the respondent that the petitioner be a lead generator like Morjar Renewable Pvt.Ltd., OPWind Ltd. and Suzlon Global Ltd. The respondent has vide its email dated 26.2.2024 informed the connectivity grantee that the petitioner is added as 4th lead generator.

10.10 The petitioner has vide its letter dated 24.2.2024 informed the respondent to issue revised estimate as per lead generator. The respondent has vide its letter dated 12.3.2024 provided provisional estimate of supervision charges for work of erection of 220 KV GIS bay for evacuation of 100 MW power by the petitioner.

10.11 The petitioner has deposited the revised estimate of supervision charges on 28.3.2024.

10.12 Based on above, the petitioner submitted that the delay occurred in signing of agreement with lead generator who have been grantee of connectivity Stage II

at Kalavad Substation and time taken for declaration of petitioner as lead generator is beyond the control of the petitioner and it is qualify as unforeseen event and the same may be considered for grant of extension in completion of transmission system by the petitioner.

Respondent submission:

10.13 The RE generator who have been granted connectivity with the respondent substation for evacuation of power shall require to follow the provision of the procedure for grant of connectivity approved by the Commission under GERC Open Access Regulations. It is the duty of connectivity holder to construct the transmission system including dedicated line from its power plant to respondent substation within specified timeline in Tariff Order of the Commission read with provision of detailed procedure for grant of connectivity. Failure to adhere the timeline provided in the tariff order and procedure , the connectivity granted is revoked and the bank guarantee is encashed by the respondent.

10.14 In the present case, the petitioner who is grantee of connectivity has to construct the dedicated transmission line from the project to the substation of the respondent as well as to undertake the work of feeder bay at the substation. In this case, the role of the respondent is limited to supervision and approval.

10.15 In the present case, there are multiple grantees of Stage II connectivity. In case of multiple grantee of connectivity, the available feeder bay allocated to first grantee who carry out the work of dedicated line from its project to substation of the respondent and allowed to utilize feeder bay of the respondent for evacuation of power, they are declared as lead generator. In such event, the generator like petitioner who was not allocated feeder bay of the respondent shall have to share the bay allocated to lead generator by signing an agreement between lead generator and generator like petitioner who have not been declared as lead generator.

10.16 The respondent had granted stage II connectivity to M/s.Morjar Renewable Pvt.ltd., M/s.OPWind Energy Pvt.Ltd., M/s.Suzlon Global Pvt.Ltd. prior to connectivity was granted to the petitioner on 28.7.2023 and they have been declared as lead generator with 220 KV GIS feeder bay allocation. Therefore, the connectivity of the petitioner is on sharing basis with the existing stage II connectivity grantee.

10.17 There is no difference in timeline provided in the detailed procedure in respect to whether the connectivity holder is a lead generator or not.

10.18 The petitioner was provided provisional estimate on 220 KV metering bay on sharing basis and indicated that the petitioner would have to submit the agreement with lead generator as per the format 06 provided in the detailed

procedure with any one of 3 generators who have been declared as lead generator and allocated the bay of Kalavad Substation.

10.19 The petitioner's efforts with all 3 lead generators did not yield any result. The respondent is not privy to communication between the petitioner and the other 3 companies.

10.20 The communication with M/s.Continuum as parent of Morjar Renewable Ltd., made by the petioitner in September,2023. However, there is no communication wherein Continuum/ Morjar refused for sharing of bay.

10.21 The communications referred by the petitioner with M/s.OPWind Pvt.Ltd. transpires that the OPWind Pvt.Ltd. was willing to share the bay. However, the petitioner did not confirm the commercial terms put up by the OPWind Pvt. Ltd. Moreover, there is no minutes of meeting dated 20.9.2023 between petitioner and the OpWind Ltd.

10.22 The Suzlon Global Pvt.Ltd. who have been declared as lead generator and discussion happened with the petitioner and M/s.Suzlon Ltd. on sharing of bay. However, the discussion did not conclude between the parties. In the said discussion, there is reference of additional 50 MW but the petitioner had been granted stage II connectivity for 100 MW only.

10.23 M/s.Morjar Renewable Ptd Ltd. connectivity was cancelled by the respondent on 16.9.2023. However, M/sMorjar Renewable Ltd. filed a write petiton before

the High Court of Gujraat by filing SCA No.18685 of 2023 wherein Hon'ble High Court of Gujarat vide Inerim order dated 23.10.2023 granted status quo on cancellation of connectivity.

10.24 In view of pendency of proceedings and status quo order passed by the Hon'ble High Court of Gujarat in SCA No.18685 of 2023, the respondent did not immediately pay steps to allocation of M/s.Morjar Renewable Pvt.Ltd. connectivity.

10.25 Hon'ble High Court of Gujarat has disposed of SCA No.18685 of 2023 as withdrawn by the petitioner. Thereafter the said capacity of 200 MW was considered as available and granted to the M/s.Morjar Renewable on its new application.

10.26 The respondent called kick off meeting dated 20.1.2024 and 22.2.2024 and discussed various technical aspects and status of lead generators in the meeting dated 22.2.2024. It was decided that the petitioner to be declared as lead generator.

10.27 The revised estimate was issued to the petitioner by the respondent on 12.3.2024 and it was paid by the petitioner on 20.3.2024.

10.28 The petitioner claimed for delay from 28.7.2023 to 22.2.2024 due to delay in declaration of lead generator and associated matters decided by the commission with consideration of above facts.

11. Commission analysis:

- 11.1 The Petitioner was granted Stage-I Connectivity on 01.04.2023 for evacuation of 100MW wind power at the 220kV Kalavad substation and was subsequently granted Stage-II Connectivity on 28.07.2023.
- 11.2 The Petitioner executed the Connection Agreement with GETCO on 11.09.2023. Subsequently, GETCO approved an additional 60.75MW solar capacity within the existing 100MW connectivity on 13.05.2024.
- 11.3 The Petitioner submitted two Bank Guarantees of INR 5 crores each on 09.06.2023 and 18.06.2024, which were valid till 08.02.2025 with a claim period till 08.02.2026. The Petitioner has got the BGs amended with the expiry date as 31.07.2025 and claim period till 31.07.2026. Further the applicant is committed to maintain and extend the BG as per the requirement of the project.
- 11.4 The Petitioner sought confirmation of the timeline for the construction of the evacuation system, and GETCO vide letter dated 22.07.2024, confirmed the commissioning timeline as 27.01.2025.
- 11.5 The Respondent has contended that there is no difference in timelines for construction of dedicated line from the project to substation whether the connectivity grantee is a lead generator or not. Therefore, the entire time period of delay claimed by the Petitioner should not be considered.

11.6 In this regard, it is necessary to refer and consider the clause 9.6, 9.7 and agreement provided in relation to the grant of connectivity on sharing basis in the provisions of GERC Procedure for grant of connectivity to RE Projects dated 7.1.2023 notified by the respondent.

Clause 9.6 is referred and reproduced below:

“9.6 The intimation for grant of Stage-II Connectivity shall include the following:

- (i) Name of the Sub-station where Stage-II Connectivity is granted.*
- (ii) Details of Bay along with Single Line Diagram in case of existing substation and in case of planned substation, if the same is available with STU.”*

explanation

The aforesaid clause 9.6 of the GERC Procedure for grant of connectivity to RE Projects states that intimation for grant of Stage-II connectivity shall state and include (i) name of the sub-station where Stage-II connectivity is granted and (ii) details of bay along with single line diagram in case of existing substation and in case of planned substation, if the same is available with STU.

“9.7 of the procedure of grant of connectivity reads as under:

The STU/ Transmission Licensee shall issue the requisite estimate for the work like Bay construction and/ or other works required to carry out at Connectivity Sub- station to the Stage-I Connectivity grantee within 30 days of issuance of Stage-II connectivity grant letter. The Stage-II Connectivity grantee shall pay the estimate within 30 days and sign the Agreement for

Connectivity to Transmission system in accordance with Clause 6 (4) of the GERC Connectivity Regulations, as amended from time to time, within 5 days thereafter. Thus, the full process shall be completed within 65 days from the date of issuance of intimation of grant of Connectivity. No extension of time shall be granted for payment of estimate and signing of agreement for Connectivity to Transmission system. In case of failure in payment of estimate or signing of the Connectivity Agreement within specified time above, Stage-II Connectivity shall stand revoked and canceled.

explanation

The aforesaid clause 9.7 requires that the STU to issue requisite estimate for works like bay construction and other works required to be carried out at connectivity sub-station. Such estimate is then to be paid by the connectivity grantee within 30 days and sign the connectivity agreement with the STU. The Respondent had issued the estimate of supervision charges vide its letter dated 22.08.2023 to the Petitioner. The said requirements was complied with by the Petitioner and connectivity agreement was executed on 11.09.2023.

Clause 13.2 of the Procedure for grant of connectivity of RE project reads as under:

“13.2. *A person/ applicant (One or More) who is a Stage-I Connectivity grantee or is applying for Stage-I Connectivity and Stage-II Connectivity simultaneously, may apply for Stage-II Connectivity at the bay already allocated to another Stage-II Connectivity grantee along with an agreement duly signed between the person/ applicant and the Stage-II Connectivity grantee for sharing the Dedicated Transmission Line. The Stage-II Connectivity shall be granted to such person/ applicant subject to availability of capacity in the Dedicated Transmission Line.”*

The aforesaid clause 13.2 of the procedure for grant of connectivity states that a person may apply for Stage-II connectivity grantee at the bay already allocated to another Stage-II grantee along with an agreement duly signed between the person and the existing Stage-II connectivity grantee.

Format 6 of the GERC Procedure for grant of connectivity to RE Projects, Agreement with lead generator.

FORMAT-6

Model Agreement between the Lead Generator and other generators seeking inter-connection with Gujarat Intra- State transmission network at a single connection point

Model Agreement

This Model Agreement (hereinafter referred to as the "Agreement") has been made effective at (Place) and is effective from this day of20.....

BETWEEN:

M/s (Name of the company) , a company registered under the Companies Act, (...year....) having its registered office at..... (Address of the Company) , (hereinafter referred as "Lead Generator") (which expression wherever the context appears shall unless

repugnant to the context meaning thereof) to, mean and include its successors in business and permitted assigns of the FIRST PART;

AND

M/s (Name of the Company)..... , a company registered under the Companies Act, (..... year.) having its registered office at (Address of the Company) , (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the SECOND PART;

AND

M/s (Name of the Company) , a company registered under the Indian Companies Act, (.....) having its registered office at (Address of the Company)..... , (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the nth PART;

The parties referred to above shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

(a) The Parties hereinafter agree to develop more than one.....(Type of the Generating Station) for the total capacity of(Capacity in MW) in the State of Gujarat. (hereinafter referred to as 'Group of Projects') and jointly seek Connectivity and LTA, to inject electrical energy at (Voltage level in kV)..... level from the installed capacity of ... (Installed Capacity in MW)..... of(Type of the Generating Plant), into the 400/220/132/66 kV sub-station of the GETCO. The details of generating stations are as under:

Name	Type of generator	Installed Capacity

- (b) As per the provisions of the Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011, the Parties collectively fall under the definition of an 'Applicant' and the "lead generator" on their behalf shall apply for Connectivity and LTA to the STU.
- (c) The Parties agree that in relation to the 'Group of Projects' and for the purpose of availing the connectivity and LTA with the Intra-State Transmission Systems (InSTS) network for the requisite quantum, in line with the applicable Regulations, the 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point following the provisions of the Gujarat Electricity Grid Code and all other regulations of the Commission, related to Grid security, Scheduling and Dispatch, Collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.
- (d) The Parties also agree to develop a common sub-transmission, transmission and evacuation network in relation to the 'Group of Projects' to be ultimately connected to the STU grid sub-station in the InSTS network.
- (e) The Parties also agree that they shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity/LTA and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).
- (f) The Parties also agree that once the 'Group of Projects' is in part/full

ready and operational, they shall co-operate and take all necessary steps in operating the 'Group of Projects' and shall also share all the expenditure that may be incurred towards operation of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).

NOW, THEREFORE in consideration of the premises and covenants hereinafter set forth, the Parties hereby agree as follows:

(All terms and conditions of this agreement shall be decided mutually between the Lead Generator and other generators in accordance with the Electricity Act, 2003 and Regulations of the Commission as amended from time to time)

DEFINTION AND INTERPRETATION

- A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority in India and in each case as amended from time to time.
- B. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.
- C. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.
- D. "Confidential Information" shall have the meaning ascribed to it in Clause 7 of the Agreement.
- E. "Group of Projects" means the Group of Projects as defined in the first Recital hereto.
- F. "Insolvent" means, in relation to an entity.
 - (a) being insolvent or under administration:

- (b) having a controller appointed by a tribunal or a court of competent jurisdiction, acting within its jurisdiction;
- (c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation) to any arrangement, assignment or composition; or
- (d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.

G. "Party" means a party to the Agreement

H. "Term" shall have the meaning contained in clause 1.2 of the Agreement.

Interpretation

- a. The term "Clause" read in the Agreement shall refer to clause of the Agreement, except where expressly stated otherwise.
- b. Words importing the singular shall include the plural and vice versa.
- c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. References to recitals, clauses, or annexes are, unless the context otherwise require, to recitals to, or clauses of or annexes to this Agreement;
- g. References to the words "include" or including" shall be construed as being suffixed by the words "without limitation";
- h. Any reference to time shall be taken to be a reference to Indian

Standard Time;

- i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in the Appendix when used elsewhere in this Agreement;
- j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as if these were expressly set out in the body of this Agreement;
- k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- l. The terms used but not defined herein shall have the same meaning as assigned to them under the Agreement;
- m. The terms "hereof, "herein", "hereby", "hereto" and derivative or similar words refer to this entire agreement or specified clauses of this Agreement, as the case may be;
- n. Provisions including the word agree', "agrees" or "agreement" require the agreement to be recorded in writing;
- o. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;
- p. Time is of the essence in the performance of the Agreement of the Parties' respective obligations. If the time period specified under this Agreement is extended, such extended time shall also form part of the Agreement;

1. Appointment and terms of Appointment

- 1.1. The Parties hereto have mutually agreed that M/s(Name of the Generator) shall be the "lead generator" which shall act on behalf

of them and it shall undertake all operational and commercial responsibilities for all the Parties seeking connection at a single connection point at the pooling sub-station under the ... (Name of the transmission Licensee).....

1.2. Duration:

This Agreement shall be valid for a period of years from the date of execution of this Agreement. The Parties hereto may extend the Term of the Agreement upon mutually agreed terms and conditions.

2. Scope

- 2.1. The Parties hereby jointly agree to appoint M/s (Name of Generator) the lead generator on their behalf and pursuant thereto authorize M/s in its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the.....(Name of sub-station). sub-station of the (Name of Transmission Licensee), in the state of(Name of the State) (hereinafter referred to as the Grid) for injection of power generated from an installed capacity of (Capacity in MW) at any point of time into the Grid.
- 2.2. The Parties undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this Agreement, the other Parties shall continue to abide by the terms and conditions of grant of Connectivity and LTA for the balance period of this agreement. In the event the lead generator desires to exit this Agreement, then the other Parties shall with permission of the STU, nominate amongst themselves any Party to be the 'lead generator' to act on their behalf for all operational and commercial responsibilities and other responsibilities as detailed

under this agreement.

- 2.3. The parties agree that the party (one or more) which exits the Agreement shall pay appropriate compensation for common infrastructure built in proportionate to its share, the
- 2.4. It is hereby mutually agreed that the parties under this agreement shall be bound by the details further elaborated in respect of the Scope of Work as set out in Appendix 1.

3. Responsibilities of the Parties:

- 3.1. The Parties shall abide by the Applicable Indian laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Gujarat Electricity Grid Code and all other Regulations of the Commission, such as Grid security, scheduling and dispatch, collection and payment adjustment of transmission charges. Deviation charges, congestion and other charges related to the connectivity and LTA for use of Intra-State transmission system and/or associated facilities, through the "lead generator", who shall be the single point contact and the responsible entity as per Gujarat Electricity Regulatory Commission (Terms and Conditions of Intra-State Open Access) Regulations, 2011.
- 3.2. The Parties hereto shall carry out any/all such activities which are ancillary and or supplementary in order to give effect to the Scope of Work as stated in Clause 2.

4. Joint management and Role of Lead Generator:

- 4.1. A Management Committee, which comprises of the representatives of all Parties herein shall be created, in order to review and decide upon all matters of importance relating to the development of the „Group of Projects’, Grant of connectivity and the LTA.
- 4.2. The constitution, terms of reference, powers and Procedures of the Management Committee shall be as set out in Appendix 2 (Joint Management).

- 4.3. Decisions of the Management Committee shall be unanimous, except wherever this Agreement expressly provides otherwise.
- 4.4. (Name of Lead Generator)shall act as the Lead Generator, subject to the authority of the Management Committee. The Meetings of the Management Committee shall be chaired by a representative of the "Lead Generator".
- 4.5. All Parties shall give the Lead Generator their utmost support in carrying out its functions as Lead Generator and, in particular, all documents and information reasonably required by the Lead Generator for the submission of the Grant of connectivity/LTA shall be made available to the Lead Generator in the form and at the time required for the purposes of the Grant of connectivity /LTA and the Group of Projects or as may be otherwise reasonably requested by the Lead Generator.

.....”

11.7 We note that the respondent GETCO in its letter dated 22.08.2023 mandated to the Petitioner to submit an agreement with the lead generator as per Format - 6 of the GERC Procedure for grant of connectivity to RE Projects, as other Stage-II grantees at 220kV Kalawad substation were Morjar Renewable Private Limited, Opwind Energy Private Limited and Suzlon Global Services Limited. The said letter is reproduced below :

“

No.GERC/R&C/RE/2473

Date: 22/08/2023

SPEED POST

To,
M/s. Cleanmax Vayu Pvt. Ltd.,
4th Floor, The International,
16 Maharshi Karve Road,

Marine lines 1st Cross Lane,
New Marine Line Chuchgate,
Mumbai – 400 020.

Sub: Provisional Estimate of supervision charges for work of erection of transmission network for evacuation of 100 MW Wind Power at GETCO's 220 kV Kalawad S/S through sharing mechanism with stage II grantee by M/s. Cleanmax Vayu Pvt. Ltd. for captive use under option 3.

Ref:

1. Application for Stage – I dated 21.02.2023
2. Stage-I connectivity approval dated 01.04.2023
3. Application for Stage-II date 14.06.2023
4. Stage-II connectivity approval GETCO/R&C/Stage2000054 dated 28.07.2023

Dear Sir,

This is in continuation to the referred correspondences, the provisional estimate of supervision is hereby prepared for erection of 220 KV Metering Bay for evacuation of 100 MW Wind Power at 220 KV Kalawad (GETCO) S/S through sharing mechanism with stage II granted by M/s. Cleanmax Vayu Pvt. Ltd. for captive use under Option-3.

The summary of the provisional estimate for same, under option 3 is as under:

Sr. No.	Item	Estimated Amount in Rs. (Material Erection including Statutory Charges)	7.5% Supervision Charges on estimated Amount in Rs.	GST on Supervision Charges Amount in Rs.	Total Amount in Rs.
		<i>A</i>	<i>B = A x 7.5%</i>	<i>C = B x 18%</i>	<i>D = B+C</i>
1	Part-I: Estimate of Supervision for erection of 1No. of 220 KV Metering Bay at 220 KV Kalawad (GETCO) S/S – GETCO Asset	19,61,359.10	1,47,102.00	26,478.00	1,73,580.00
2	Part -II: Estimate of Supervision for erection metering CT-PT at Applicant Asset	31,76,740.02	2,38,256.00	42,886.00	2,81,142.00

3	Total Estimated Amount in Rs.	51,38,099.12	3,85,358.00	69,364.00	4,54,722.00
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ABT Meters and Metering CT – PT shall have to installed at Applicant end for standby energy metering.

The stage II connectivity grantee shall pay the estimate within 30 days and sign the Agreement for connectivity to Transmission system in accordance with Clause 6 (4) of the GERC connectivity Regulations, as amended from time to time, within 5 days thereafter. In case of failure in payment of estimate or signing of the connectivity Agreement within specified time above, Stage II connectivity shall stand revoked and canceled.

The Draft of connection Agreement is available on GETCO website. (www.getcogujarat.com) M/S Cleanmax vayu put Ltd shall have to submit the agreement of Lead generator as per formate-06 of approval procedure of RE connectivity with any of below mentioned stage if grantee.

Following are the stage II grantee at 220kV Kalawad Substation:

(1) Morjar Renewable Pvt Ltd, (2) Opwind Energy Private Limited, and (3) Suzion Global Services Ltd.

The estimate should be paid as per Option - 3 to the office of the Executive Engineer (Const.), GETCO, Const. Division, Jamnagar.

M/s. Cleanmax vayu pvt Ltd has submitted Bank Guarantee along with stage II application. In case, M/s. Cleanmax vayu put Ltd does not complete the work up to 220kV Kalawad Sub Station within the time line specified by GERC, the Bank Guarantee shall be forfeited by GETCO.

Estimate is subject to "General terms and conditions" applicable to the works appended herewith as Annexure-I & II.

Please note that, this is provisional estimate, the final estimate will be issued upon joint survey by applicant with GETCO field office, immediately upon receipt of the provisional estimate, the applicant shall approach GETCO field office for joint visit. The applicant shall abide by the terms and condition of final estimate and shall have to pay the difference amount.

Thanking you,

Sd/-

*Chief Engineer(R&C)
GETCO.*

Encl: Annexure-I & II

Copy to:

(1) The Chief Engineer (Projects/Engg/TR), GETCO Corporate Office, Vadodara

(2) The CFM, GETCO, Corporate Office, Vadodara.

The Detail of applicant is as under:

M/s. Cleanmax vayu pyt Ltd, 4th Floor, The International, 16 Maharshi karve Road, Marine lines 1st Cross Lane, New Marine Lines Churchgate, Mumbai. 100 020.
Contact No: 9691091010
Email: shobhils.gj@gmait.com

C.c to :

(1) The SE (TR), GETCO, Circle Office, Jamnagar.

1. GST (Q) 18% is payable by GETCO on supervision charges. The field office shall intimate the receipt of estimate amount in the respective month's GST data to be submitted to Corporate Office for onward payment of GST to GOVT. Treasury & for filing GST return by Corporate Office.

2. He shall depute conversant DE / EE for witnessing "Acceptance" tests for PTs at supplier's works on receipt of intimation from the applicant. In case of outstate journey the necessary approval for the same may please be obtained. The Test reports with observation & recommendations shall be submitted to this office.

3. Estimate shall be paid along with Agreement and intimate should be given to this office.

(2) The EE (Const.), GETCO, Construction Division, Jamnagar.

a) The approval of section 68 and 164 will be taken by M/S Cleanmax vayu put ltd, at their own and hence, no route Approval of transmission line /drawing approval required to be issued, except feeder bay work at GETCO end. GETCO will supervise the work only at GETCO end feeder bay.

b) It is to note that work shall commence after receipt of payment.

c) If the estimate is likely to increase, send revised proposal before execution of work. Also see that actual expenditure does not exceed estimate amount. If expenditure is likely to Increase during the execution of work, then the same shall be recovered before completing the work.

d) Final bill shall be submitted through circle office duly audited within three months from the date of release / deemed date of supply, whichever is earlier.

e) Please note that the work of estimate be taken on hand after execution of works agreement by the Applicant.

f) Work completion report shall be issued after completion of work as per the scope of the estimate.
..... "

11.8 It is also necessary to refer Clause 10.2 (A) of grant of connectivity procedure of RE projects dated 07.01.2023 notified by the respondent is reproduced below:

- *“10.2 (A) Stage-II Connectivity grantees shall require to complete the dedicated transmission line(s) including required bays, bus-bar at transmission licensee substation and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant Orders/ LOA/LOI/ PPA for projects, as applicable time to time.*

The aforesaid provision states that a Stage-II connectivity grantee shall require to complete the dedicated transmission line(s) including required bays, bus-bar at transmission licensee substation and generator pooling sub-station(s) etc. within timeline specified by the State Commission in relevant orders/LOA/LOI/ PPA for projects, as applicable from time to time.

11.9 The petitioner relied upon the tariff order dated 30.04.2020 for procurement of power from Wind Turbine Generators and other commercial issues for the State of Gujarat issued by the Commission stipulates that while period for commissioning the entire evacuation line along with bays and metering system for allotted 100MW capacity was 18 months from the date of allotment of transmission capacity, extension may be given on case to case basis to the developers if they fail to commission the entire evacuation line along with bays and metering system within stipulated time period due to unforeseen reasons. The aforesaid order /decision of the Commission is not applicable to the petitioner case as the petitioner has obtained the connectivity under the connectivity procedure dated 07.01.2023 notified by the respondent and also

the Commission tariff order No.2 of 2020 dated 30.04.2020 which stipulate the time frame for completion of transmission system by the project developer after the same is carried out after 1.6.2022. The relevant portion of the said order is reproduced below :

"It is clarified that GETCO may issue extension on case to case basis to the Developers if they fail to commission the Windfarm Sub-station and Transmission Line within the stipulated time period due to unforeseen reasons. It is further clarified that there is no contradiction in the period of commissioning mentioned at Table 3-1, which relates to commissioning of entire allotted pooling substation capacity, and the clause related to commissioning of wind farm of at least 10% of allotted capacity within one month from charging of evacuation line. However, for ample clarity, the Table 3-1 has been modified to stipulate "the period for commissioning the entire evacuation line along with bays and metering system".

"3.10 Security Deposit

In order to assure GETCO about seriousness of project developer towards commissioning of the wind projects, the Wind Project Developers have to furnish a Bank Guarantee of Rs 5 Lakh/MW to GETCO based on allotment of transmission capacity, and in case the Wind Project Developer fails to commission the entire evacuation line along with bays and metering system, within the time period mentioned hereunder, GETCO shall encash the Bank Guarantee.

Table 3-1: Capacity and Commissioning Period for the Wind Projects

Wind Farm Capacity in MW	Period for commissioning the entire evacuation line along with bays and metering system
<i>1 MW to 100 MW</i>	<i>1.5 years from the date of allotment of transmission capacity</i>
<i>101 MW to 200 MW</i>	<i>2 years from the date of allotment of transmission capacity</i>
<i>201MW to 400 MW</i>	<i>2.5 years from the date of allotment of transmission capacity</i>
<i>401 MW to 600 MW</i>	<i>3.5 years from the date of allotment of transmission capacity</i>

Provided that GETCO may issue extension on case to case basis to the Developers if they fail to commission the entire evacuation line along with bays and metering system within the stipulated time period due to unforeseen reasons.

The Wind Project Developer shall commission the Wind farms of at least 10% of the allotted capacity within one month of charging of evacuation line, failing which, the Developer shall be liable to pay long-term Transmission Charges for 10% of allotted capacity till such 10% of allotted capacity is commissioned”

11.10 It is also necessary to refer clause 10.2 (B) of the of the procedure for grant of connectivity is also relevant in this case reads as under :

Clause 10.2 (B) of grant of connectivity reads as under.

- If a grantee fails to complete the dedicated transmission line(s), including require bays, bus-bar at transmission licensees sub-station and/or generator pooling station(s) within the timeline- stipulated under sub-Para Clause (A) above, Stage-II Connectivity shall be revoked and BG shall be encashed.*

The aforesaid provision states that if a grantee fails to complete the dedicated transmission line(s), including required bays, bus-bar etc. within the timeline stipulated under sub-para Clause (A) above, Stage-II connectivity shall be revoked and BG shall be encashed.

11.11 We note that the Petitioner was granted Stage-II connectivity on 28.07.2023.

With consideration of provision of clause 13.2 of the connectivity Procedure for RE projects dated 7.1.2023 read with the GETCO letter dated 22.08.2023, it is observed that there is no document on record transpire that Petitioner's Stage-II connectivity could never be made effective till such time that either an agreement with the lead generator was executed by the connectivity holder like petitioner for sharing of the lead generator transmission system including its bay or lead generator agreed for sharing of bay of the GETCO which was allocated by the GETCO (respondent) with the Petitioner and submitted such agreement to GETCO or the Petitioner was declared as the Lead Generator itself. In absence of declare the petitioner as lead generator or existing lead generator agreed to share the bay of GETCO allocated to it and sign the agreement with the petitioner who has been granted connectivity dependent upon the sharing of bay agreed by the lead generator declared by the respondent by signing of the agreement, it lead to uncertainty regarding correct location or bay where the petitioner connect transmission system from its

power project plant and it was not possible for the Petitioner to start with any construction work for evacuation transmission system without in absence of above situation.

11.12 We note that the petitioner has approached and requested other Stage-II grantees at 220kV Kalawad substation namely (i) Morjar Renewable Private Limited, (ii) Opwind Energy Private Limited and (iii) Suzlon Global Services Limited to whom the connectivity was granted by the respondent. However, the said generators have denied or not shared the bays allocated to them. The Petitioner has referred and submitted various documents and made its submission in this regard was not disputed by the respondent.

11.13 It transpires that the Petitioner made all efforts possible to get an agreement executed with the lead generator and/or get itself declared as the lead generator, which was not materialised till the finally, the Petitioner was declared as the Lead Generator status in an all generators meeting with GETCO on 22.02.2024.

11.14 The various documents/ details and based on its submission, the following facts which are necessary to consider with regard to aforesaid issue:

- On 22.8.2023, the respondent GETCO issued a letter to the petitioner stating that the petitioner shall have to submit agreement of lead generator.
- During 1.9.2023, 6.12.2023 the petitioner approached Morjar Renewable Pvt.Ltd. OPwind Prvt. Ltd. & Suzlon Global Pvt Ltd. for coordination and sharing of the GETCO allocated to above connectivity holder and requested to declare lead generator to sign the sharing of bay agreement with such lead generator. (Annexure-P,Q,R Page 181 onwards).
- The petitioner requested to the Respondent GETCO on 22.9.2023 to awarding the status of lead generator due to ongoing issue of revocation of Morjar Renewable Energy.
- The Morjar Pvt.Ltd. had approached to Hon'ble High Court of Gujarat challenging revocation of the connectivity granted by the respondent by filing writ petition wherein Hon'ble High Court of Gujarat has granted stay on 23.10.2023 with respect to reassigning of 200 MW connectivity to Morjar to any other person/ entity. Thus, by way of the aforesaid stay order, the connectivity of M/s.Morjar Renewable Pvt.Ltd. Whose connection was revoked and not allocated to any person or entity.
- The petitioner once again requested to the respmdent GETCO on 30.10.2023 for allocation of lead generator status to the petitioner.

- On 22.12.2023 M/s.Morjar Renewable Pvt.Ltd. has withdrawn the pending petition before the Hon'ble High Court of Gujarat.
- The petitioner once again requested to the respondent on 10.1.2024 for allocation of status of lead generator to the petitioner.
- The respondent GETCO vide its email dt.16.1.2024 informed the petitioner and other generators for a meeting in relation to connectivity of Kalavad Substation.
- The respondent held a meeting dt.20.1.2024 wherein the issue related to connectivity of Kalavad S/s and lead generator was discussed.
- Pursuant to meeting dt.20.1.2024, the petitioner issued a letter dt.28.1.2024 to the respondent requesting to confirm that the petitioner as lead generator and demand letter to initiate process of submitting required fees and charges and based on the same etc. It is also stated that the respondent also informed to the petitioner to initiate the project development and commissioning so that the same can be completed in stipulated time. The petitioner has also highlighted the development of the project severally due to non-finalization of evacuation sharing agreement with stage II grantees.

11.15 We also note that the Respondent has in Reply dated 03.01.2025 stated that the Petitioner faced issues in coordinating with the other generators with respect to status of the lead generator. GETCO itself has stated that the Petitioner's status as lead generator was finalized on 22.02.2024. The revised estimate for the works was issued only on 12.03.2024 and the Petitioner made the necessary payment on 20.03.2024. Relevant extract of the Reply, as referred above, is reproduced hereinbelow:

"21. In terms of the above, the Petitioner had to coordinate with any of the above three developers for sharing of the feeder bay to develop the evacuation system. It appears that the Petitioner's efforts with all three did not yield any result.

...

24. GETCO had called all four generators for a meeting to discuss technical aspects on 20.01.2024 and 22.02.2024 wherein inter alia it was considered that the Petitioner be granted the status of lead generator. Thereafter, with some technical modifications, GETCO decided to allot space for 220 KV feeder bay to the Petitioner which was finalized during the meeting with all four Stage-II connectivity grantees on 22.02.2024 thereby getting status of lead generator to the Petitioner.

25. The revised estimate was issued on 12.03.2024 which was paid by the Petitioner on 20.03.2024.

26. The Petitioner is claiming the period from 28.07.2023 to 22.02.2024 for delay. Even assuming that the delay can be considered, the Commission may also consider whether the entire period can be considered.”

From the above, it is admitted by the respondent that the petitioner tried to get sharing of bay with lead generators to which GETCO had allocated bay but lead generators were not agreed for it. The respondent on 22.2.2024 granted the petitioner lead generator status and issued the revised estimate on 12.3.2024 to the petitioner which was paid by the respondent on 20.3.2024. Thus, the claim of the petitioner that the delay occurred in declaration of lead generator and allocation of bay for the period from 28.7.2023 to 22.2.2024 is qualify as beyond the control of the petitioner and eligible for extension in time limit for construction of bay.

11.16 Considering the above facts and documents on record we decide that the Petitioner was restrained to execute the transmission system from its plant to the respondent 220 kV Kalawad Substation due to non-sharing the bays allocated to the lead generators declared by the respondent that is against the provisions of the grant of connectivity networks for RE projects dated 7.1.2023 of the respondent.

11.17 We also note that the respondent act in this case seems discriminatory treatment given to the RE generators to the petitioner in comparison to other connectivity holders with consideration of following facts:

- 1) The petitioner has initially vide representation dated 23.7.2024, 22.9.2023, 13.10.2023 and 10.1.2024 requested the respondent to declare the petitioner as lead generator which was neither accepted nor denied or replied or any corrective steps taken by the respondent GETCO who is grantee of connectivity from 12.8.2023 to till 22.2.2024.
- 2) The respondent informed to the petitioner to approach to the other three generators who had been granted connectivity at 220 kV Kalawad S/S and also allocated the respondent own spare bay for their use by declaring lead generator to them. The said lead generator denied to the petitioner share of the respondent allocated bay of respondent GETCO on one or other reasons which is against the provisions of the Grant of Connectivity Procedure. As per the grant of connectivity procedure, it needs to be allowed by such lead generator who is utilising the property/ asset of the respondent which is State Transmission Utility which is a Government Company. The respondent failed to take appropriate and/or effective action in the aforesaid matter.
- 3) The respondent has initially declared that there are three spare bay (respondent asset) were available and therefore the petitioner who has requested for declaration of lead generator and allocation of bay was denied and directed to approach other lead generators to whom its bay

was allocated by the respondent. However, after the M/s. Morjar Renewable Private Limited, to whom bay of respondent earlier allocated first on 28.12.2023 and its connectivity was revoked later on 16.09.2023 by the respondent, the petitioner requested to the respondent to declare it as lead generator in place of Morjar Renewable Private Limited and allocated the said generator bay to be allocated to the petitioner.

- 4) GETCO had allocated its own fourth bay to the petitioner and earlier revoked bay of the Morjar Renewable Private Limited, was reallocated to it on its fresh new connectivity application and on it grant of fresh connectivity. The said action of the respondent which is STU proves beyond doubt that the respondent has not only discriminately act with the petitioner but also acted with violation of the provisions of connectivity procedures otherwise the respondent had allocated the revoked bay of Morjar Renewable Private Limited, to the petitioner. It is surprise that when on first request of the petitioner the respondent had denied the allocation of its own 4th (fourth) spare bay to the petitioner was allocated later on as fourth bay when the connectivity of Morjar Renewable Private Limited, was revoked and the petitioner became eligible for allocation of said bay and become lead generator. The respondent has not given any reasons or ground that how and why the fourth bay which was available

initially not allocated to the petitioner. It is an issue needs investigation by the respondent and verify as to why such incident occurred, who are involved in it and take suitable action against such persons involved in such activities and report back to the Commission. The respondent shall frame detailed procedure for such incidents and ensure that in future sharing of assets done by the lead generators which is allowed temporarily but GETCO not denied to other generators to which connectivity was granted by GETCO.

11.18 Considering the above we are of the view that the delay occurred in completion of transmission system from its power plant to the respondent s/s is beyond the control of the petitioner on ground of the non sharing of bay by the lead generators with violation of the provisions of connectivity procedures and delay occurred in declaration of the petitioner as lead generator by the respondent GETCO. The time period for such delay is from 22.08.2023 to 22.02.2024 which worked out to 209 days. Hence, the petitioner is eligible for extension of 209 days for delay in declaration of lead generator by the respondent as well as non- sharing of bay by the declared lead generator of the respondent.

Delay associated with vendor approval for GIS

12. Now, we deal with the issue raised by the petitioner that the delay occurred in the construction of transmission system due to delay associated with approval of vendor for GIS system need to create by the petitioner at the respondent Substation. In this regard, the following issues are emerged from the submission of the parties.

- 1) Whether an approval for selection of vendor for construction of GIS feeder bay by the lead generator from the respondent is mandatory?
- 2) The denial of respondent to allocate the work of construction of GIS feeder bay to the vendor of respondent who has constructed GIS feeder bay for the respondent at 220 KV Kalavad S/S is qualify as unforeseen reason and condition for force majeure event or “unforeseen reasons arised in this case” and time spent for selection of other vendor is qualify for extension of creation of transmission network or not?
- 3) On the aforesaid issue, the submission of the parties is stated in the ensuing paras.

Petitioner’s submission:

12.1 As per minutes of kick -off meeting held on 22.2.2024 by the respondent with stage II connectivity grantee, i.e. petitioner , Opwind, Suzlon, Inox and Morjar, who are developers were required to procure same make GIS to get integrated with GIS system of existing supplier.

- 12.2 The petitioner vide its letter dated 29.2.2024, requested the respondent for approval to engage existing vendor of the respondent who has executed 220 kV GIS system at Kalavad substation for development of GIS system at Kalavad Substation to enable the petitioner to initiate the process of finalization of contract with the vendor to start construction in synchronization activity.
- 12.3 The respondent vide its email dated 2.4.2024 informed the petitioner that in view of the Govt of India, Cross Border procurement policy, the proposal of the petitioner cannot be granted.
- 12.4 Accordingly, the respondent denied the request of the petitioner to engage existing vendor of the respondent for development of GIS bay at Kalavad Substation due to restriction of the Central Government to use material of make of that country.
- 12.5 The petitioner who is one of the developers has no choice but to go for one vendor out of only two vendors in the country, i.e. M/s.Siemens, and M/s.GE whose lead time regarding development of GIS bay is 11 to 15 months post the approval of drawing and award of specification.
- 12.6 The petitioner and two other developers have vide their letter dt.2.3.2024 highlighted the challenges faced by them in installation of M/s.Siemen, M/s.GE make GIS bays to the respondent.

- 12.7 The respondent vide its letter dated 2.4.2024 denied the request of the petitioner to engage existing vendor for development of GIS bay created at 220 kV Kalavad SS. Due to denial of engaging existing developer of GIS bay at Kalavad Substation, the petitioner had no choice but to go for one vendor out of the only two vendors in the country viz .M/s.Siemens and M/s.GE whose lead time regarding development of GIS is 11 to 15 months post the approval of drawing and award of specification, general arrangement, single line diagram etc.
- 12.8 The petitioner consults and obtain consent from other developers to buy and supply the same make and model of GIS bay of M/s.Siemens was finalized. The work order was placed on M/s.Siemens on 27.5.2024.
- 12.9 The make and model of GIS offered by M/s.Siemens and different and existing model used by GETCO to enable to prepare the basic drawings for specification. It took some more time to the petitioner and other developers to study ,finalize and concur the contractor.
- 12.10 The respondent has contended that M/s.Morjar Renewable Pvt.ltd. applied for vendor approval for M/s.Kintech on 15.10.2024 then the petitioner could have also applied in time rather than delaying itself. The vendor referred by the respondent for Morjar Renewable Pvt.Ltd. is one of the construction of GSS

while vendor referred by the portioner in the present case is in the issue of GIS model and make.

12.11 The petitioner on 21.6.2024 requested the respondent for approval of M/s.Kintech Synergy Pvt.Ltd. as contractor for supply (excluding GIS) installation and civil work and the same was granted by the respondent on 4/8.7.2024.

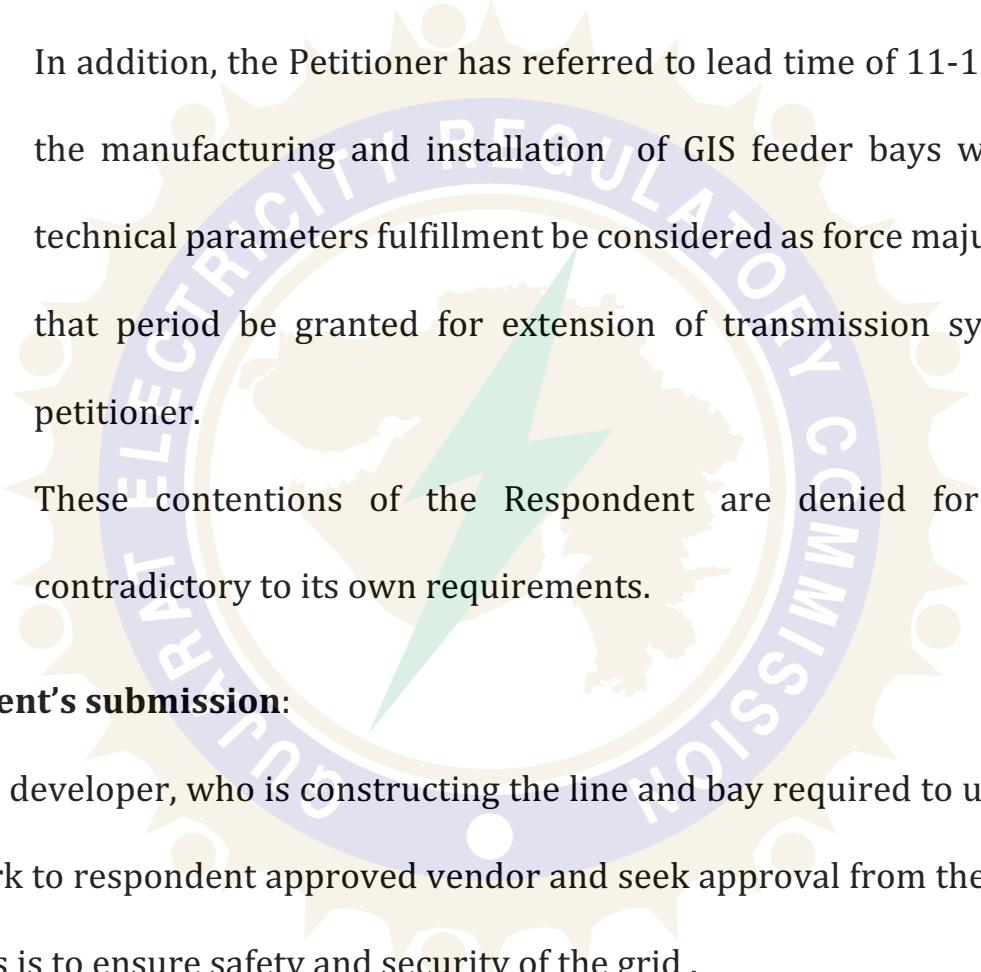
12.12 The respondent contended that the period after 4/8.7.2024 till 11.9.2024 cannot be considered in this issue as it is a part of subsequent issue.

12.13 The actual date from which manufacturing period for GIS will start is only post drawing approval which has been received on 11.9.2024 by the petitioner.

12.14 The bus duct, GIS approval has been received by the petitioner on 26.12.2024.

12.15 Based on above, the petitioner submitted that the delay occurred in approval of vendor for GIS by the respondent be considered for grant of extension of time period for construction of GIS system by the petitioner.

- (i) It is the requirement of the Respondent that the Connectivity grantee of 220 kV Kalavad Sub Station of the respondent should requires to have the same make GIS system feeder bays having same vendor and have common drawing of the connectivity grantees need approval from the respondent to connect their constructed feeder bays with existing GIS based bays of the respondent with requisite technical parameters.

- 
- (ii) The entire time from 29.02.2024 i.e., the date on which the petitioner requested for engaging the existing vendor of Respondent for GIS based bay till the receipt of Common drawing approval the three lead generator on 11.09.2024, can be considered for granting extension as it is beyond the control of the petitioner and qualify as unforeseen reason.
 - (iii) In addition, the Petitioner has referred to lead time of 11-15 months for the manufacturing and installation of GIS feeder bays with requisite technical parameters fulfillment be considered as force majeure event and that period be granted for extension of transmission system by the petitioner.
 - (iv) These contentions of the Respondent are denied for being self-contradictory to its own requirements.

Respondent's submission:

12.16 The developer, who is constructing the line and bay required to undertake the work to respondent approved vendor and seek approval from the respondent. This is to ensure safety and security of the grid .

12.17 The minutes of meeting dated 22.2.2024 only require the 4 developers who have the same make and there is no requirement that it has to match the existing make GIS system. The MoM refer to connecting the existing GIS with adapter module and adaptor is required only for separate make GIS system.

12.18 The petitioner had requested the respondent on 29.2.2024 to accord approval to the existing vendor of 220 kV Kalavad SS for creating the new 220 KV feeder bay and the respondent has denied the same vide email dated 2.4.2024 due to Government of India Cross Border Procurement Policy.

12.19 As the substation being Gas Insulated Substation (GIS), there are limited vendors in India and further when the vendor is different than vendor of the original equipment, there are requirement to design adaptors to connect with existing GIS model.

12.20 The petitioner vide letter dated 21.6.2024 requested for approval of contractor and vendor which was granted vide letter dated 4.8.2024.

12.21 The time taken from the application for approval on 29.2.2024 in receipt of drawing approval on 11.9.2024 as delay which cannot be accepted. The period taken is not correct. The petitioner applied on 29.2.2024 which was denied on 2.4.2024. The petitioner has applied only on 21/27.6.2024 which was granted on 8.7.2024. The said period is not unreasonable. The date on 11.9.2024 drawing approval granted is associated with other issues.

12.22 The petitioner cannot raise issues after the vendor approval as alleged delay due to vendor approval. The petitioner cannot absorb time taken by itself to such period of delay.

12.23 In case of Morjar Renewable Pvt.Ld., it had applied on 15.5.2024 and the same was received on 16.5.2024 by the respondent and approval was granted on 21/23.5.2024 by the respondent.

12.24 The petitioner had applied on 21/27.3.2024, the time taken by the petitioner to finalize the vendor and apply to GETCO has not been justified by the petitioner.

12.25 The petitioner has lead time of 11 to 15 months for manufacturer. It had not produced any documentary communication in this regard.

12.26 The petitioner cannot accept that it would have received approval on the same day and it would have applied. The petitioner would have known that there is reasonable time taken in the process.

12.27 In support of aforesaid submission, the petitioner relied upon following decision of Hon'ble Apex court.

a) NTPC Vidyut Vyapar Nigam Ltd. v Precision Technik Pvt. Ltd., 2018 SCC OnLine Del 13102.

b) Pasithea Infrastructure Ltd. v. Solar Energy Corporation of India & Anr. 2017 SCC OnLine Del 12562 (Delhi High Court).

12.28 The petitioner has prayed for extension of time period for construction of feeder bays on ground of selection of common vendor for it by the connectivity grantees and also get approved Common drawings but the petitioner has not

produced any communications in this regard, therefore, the time extension sought under this issue ought not to be granted.

13. Commission Analysis:

- 13.1 It is relevant to note that the connectivity granted to the petitioner was on a GIS (Gas Insulated Substation) in which the applicant is required to make a GIS based system. Such GIS based system is more complicated system as compared to an AIS (Air Insulated Substation) and needs precision for its synchronization with the existing GIS system (i.e., of GETCO). Any change in the make/model which may lead to change in size, specification would then have to be connected using a separate adopter which is not generally recommended in the interest of grid safety.
- 13.2 The petitioner submitted that with the intention of better synchronization and grid safety, the Petitioner had vide its letter dated 29.02.2024 requested to the respondent for approval to engage existing vendor of the respondent, that had already executed GIS feeder bays 220kV system at Kalavad sub-station to enable the Petitioner to initiate the process of finalization of the contract with the vendor to start construction and synchronization activity.
- 13.3 Consequently, vide another letter dated 02.03.2024, the Petitioner along with two other developers to the respondent highlighted the challenges faced by them in installation of the Siemens/GE make GIS modules and requested for

approval of the same vendor as the respondent. The relevant portion of letter dated 02.03.2024 is reproduced below:

Ref: Developer/GIS Bay/ 01/23-24/01

Date: 02.03.2024

*The Managing Director
Gujarat Energy Transmission Corporation Limited
5th Floor, Sardar Patel Vidyut Bhavan,
Race Course, Vadodara - 390 007*

Sub: Request for permission to install the existing Make GIS module at 220KV GIS Feeder Bay at 220 KV GETCO Kalawad SS for our OPWIND ENERGY PVT.LTD., MORJAR RENEWAL PVT. LTD. AND CLEAN MAX projects.

Respected Sir,

In accordance with above subject and reference letters, we would like to request you that, Our Project M/s OPWIND Energy Private Limited / Morjar renewable Pvt. Ltd, Clean Max and Suzlon energy relates to 220 KV Kandhera GIS though 220 KV feeder line.

We all developers are facing the various challenges of the installation of the Siemens /GE make GIS

- 1. Adaptor/coupler between existing make and other makes. Bothe GE /Siemens are still not able to take dimensions of exiting make end flanges and it is almost six months it is not coming thru.*
- 2. Risk of adaptor performance when different makes are coupled.*
- 3. Lead time for GE/Siemens more than 6 months against Lead time of 2 months by exiting make vendor.*
- 4. Spares can be maintained commonly existing as well as for new bays.*

We, Developers are requesting to share your kind approval to install the existing make GIS Module instead of the coupler mechanism with other OEM (Siemens/GE).

Existing make is already approved by GETCO and installed in other GSS also and performance is satisfactory.

We request that you approve to install the Existing Make GIS Module and issue us a revised Bay estimate. This will be helpful for commissioning our project with the earliest timeline.

We sincerely require your support and cooperation.

Thanks, and regards,

<i>Sr.No.</i>	<i>Name of the Company</i>	<i>Name</i>	<i>Designation</i>	<i>Signature</i>
<i>1.</i>	<i>OPWIND Energy Pvt Ltd.</i>	<i>Dipen Joshi</i>	<i>GM</i>	<i>Sd/-</i>
<i>2.</i>	<i>Morjar Renewable Pvt Ld.</i>	<i>S.Ravishankar</i>	<i>Vice President- Projects</i>	<i>Sd/-</i>

3.	Clean Max	Shobhit S Sharma	Project Director	Sd/-
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We are positive that you will look into this matter and ill take the necessary action. I look forward to your cooperation at the earliest.

13.4 The respondent vide its email dated 02.04.2024 denied the request of the Petitioner to approve the services and engage existing vendor of the respondent, who had constructed GETCO bay at Kalavad S/s for development of GIS at Kalavad Substation due to restriction of the Central Government to use material of make of that country as per Government of India Cross Border Policy. The said email and its contents are reproduced below:

Pintesh.suthar@cleanmax.com

From: Dr. A. J. Chavda <acerc.getco@gebmail.com>

Date: 02 April 2024 19:26

To: :'soumya.parida@continuumenergy.in'; 'akshay.dave@continuumenergy.in'; 'dipenjoshi@operaenergy.in'; 'amit@operaenergy.in'; 'dilip@operaenergy.in'; 'sankur@suzlon.com'; 'shobhit.sharma@cleanmax.com'; 'ashu.gupta@cleanmax.com'; 'pintesh.suthar@cleanmax.com'

Cc: stu.getco@gebmail.com; eerc.getco@gebmail.com; 'Hardik Patwari'; seengg.getco@gebmail.com; 'ceengg getco'; ceproject.getco@gebmail.com; seproject.getco@gebmail.com

Subject: Use of existing make GIS bay at 400 KV Kalawad S/s

Sir,

This has reference to your representation seeking permission to use existing make GIS bay at 400 KV Kalawad S/s in regard to the connectivity granted to you.

In this regard it is to state that in view of the Govt, of India Cross Border Procurement Policy, your request cannot be granted.

A.J. Chavda,
Siet Engineer (R&C),
ETCO, Corporate office, Vadodara.
Mob. No. 99252 09590,
-MaiD: cerc.Retco@gebmail.com

13.5 As a result, the vendor or bay developer, including the Petitioner, had no choice but to go for other vendors out of the only two vendors in the country namely

M/s. Siemens and M/s. GE whose lead time regarding development of GIS is 11 to 15 months post the approval of drawings and award of specification, General Arrangement (GA), Single Line Diagram (SLD) etc. as per the petitioner submission.

13.6 The petitioner and other project developers agreed to buy and supply the same make and model of GIS, M/s Siemens was finalized. Work order was placed on M/s Siemens on 27.05.2024 by them.

13.7 The petitioner submitted that considering the make and model of GIS offered by M/s Siemens is different than the existing make and model used by the respondent, detailed study was undertaken of the existing system of GETCO to enable it to prepare the basic drawings for specifications. It took some time to the Petitioner and other developers to study, finalize and concur on the contractor.

13.8 The Respondent has contended that Morjar could apply for vendor approval for M/s Kintech on 15.05.2024, then Petitioner could have also applied in time, rather than delaying itself.

13.9 It appears the Respondent has mixed the facts regarding two vendors. The vendor being referred by the Petitioner in this issue is one for GIS model and make, while the one being referred to by the Respondent in this statement is one for construction of GSS.

13.10 The Petitioner requested to the respondent on 21.06.2024 for approval of M/s Kintech Synergy Pvt. Ltd. as contractor for supply (Excluding GIS), installation & civil work, which was granted vide letter dated 04/08.07.2024 by the respondent.

13.11 The Respondent has contended that the period after 04/08.07.2024 till 11.09.2024 (period for common drawing approval) cannot be considered in this issue as it is a part of subsequent issue. This contention is not correct, as the actual date from which manufacturing period for the GIS will start is only post drawing approval which has been received on 11.09.2024 (primary drawing approval).

13.12 The petitioner submitted that bus-duct, GA approval has been received from the respondent on 26.12.2024.

13.13 It is necessary to refer the grant of stage -II connectivity letter dated 28.07.2023 of the respondent to the petitioner is reproduced below :

No. GETCO/R&R/STAGE2000054

Date: 28.07.2023

SPEED POST

*To,
CleanMax Vayu Pvt. Ltd.
4th Floor, The International,
16 Maharshi Karve Road,
Marine lines 1st Cross Lane,
New Marine Lines Churchgate,
Mumbai – 400 020.
E-Mail: shobhits.gj@gmail.com*

Sub: Stage – II Approval for grid connectivity and evacuation 100.00 MW (Wind) Power at 220 KV Kalawad substation of GETCO.

*Ref: - 1) Your letter application for Stage-I dated 21/02/2023
2) Stage-I Connectivity Approval dated 01/04/2023
3) Your letter application for Stage-II dated 14/06/2023*

Dear Sir,

This is in reference to your online application for Stage-II connectivity dated 14/06/2023 which was Registered with the number STAGE2000054 for Following Location.

<i>Name of Company/Applicant</i>	<i>Cleanmax Vayu Pvt. Ltd.</i>
<i>Name GETCO Sub station</i>	<i>220KV Kalawad</i>
<i>Applied MW for Stage-II</i>	<i>100.00 MW</i>
<i>Voltage class on which connectivity sought</i>	<i>220 kV</i>
<i>Type of project</i>	<i>Wind</i>
<i>Purpose</i>	<i>Captive</i>

As per the study report, Stage-II connectivity respect to your online application is hereby approved as below:

<i>Name of Company/Applicant</i>	<i>Cleanmax Vayu Pvt. Ltd.</i>
<i>Name GETCO Sub station</i>	<i>220KV Kalawad</i>
<i>Applied MW for Stage-II</i>	<i>100.00 MW</i>
<i>Voltage class on which connectivity sought</i>	<i>220 kV</i>
<i>Type of project</i>	<i>Wind</i>
<i>Purpose</i>	<i>Captive</i>

M/s. CleanMax Vayu Pvt. Ltd. shall be abide by the terms and conditions of approval of Hon'ble GERC for "Grant of Connectivity to Projects based on Renewable Energy Sources to Intra-State Transmission System.

The connectivity for the above project of M/s.CleanMax Vayu Pvt. Ltd with respective GETCO substation is to be proposed with S/C line as (N-1) contingency criteria is not applicable for immediate connectivity of RE projects

Since the connectivity for the above project is through S/C line, in case of planned/forced outage, project of M/s CleanMax Vayu Pvt. Ltd will be isolated from the grid. M/s CleanMax Vayu Pvt. Ltd has to submit the undertaking for agreeing to the above point.

In case of any abnormal loading on associated grid elements, M/s. CleanMax Vayu Pvt. Ltd has to back down their injection as per grid requirement during real time operations.

As per study result, it has been observed that by injecting RE generation into grid, voltage level at interconnection point i.e. at GETCO substation is getting increased. M/s CleanMax Vayu Pvy Ltd

has to take necessary action for providing reactive power requirement to avoid undue voltage rise at grid substation.

M/s CleanMax Vayu Pvt. Ltd has not yet identified the drawl points and so network adequacy at drawl points needs to be checked separately through system studies. Also.. M/s CleanMax Vayu Pvt. Ltd will have to specify details of drawl points well before actual grid connectivity of proposed projects.

M/s CleanMax Vayu Pvt. Ltd Shall have to adhere the provisions under the CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007 as amended time to time. This study is purely indicative stay considering all the generation capacity addition and the transmission network corresponding to FY 2023-24.

In case of captive BPTA of at least 10% of the capacity will have to be signed upfront alongwith connectivity Agreement. The charges for application for LTOA or MTOA will be as per the GERC Regulations. Letter of Credit for 10% capacity charges equivalent to two months billing cycle will have to be opened at time of connectivity.

The work can be taken up for laying the dedicated line and bays only after the approval of Section 68 and Section 164 of EA 2003 is received from Govt. of Gujarat. GETCO shall only charge supervision charges on metering equipment and bay at GETCO end. O & M of dedicated line from your pooling substation to GETCO substation will be done by M/s CleanMax Vayu Pvt. Ltd at their own cost.

The Energy Accounting ABT meters (Main+Check) will be installed at GETCO end and one standby meter at your pooing station separately. The metering specification and CTPT specifications will be provided by GETCO. Meters will have to be tested in NABL laboratory in presence of GETCO and DISCM Siaff. Prior to payment of estimate you will have to submit the Bank Guarantee as per GERC Regulation, for timely completion of bay work as per GERC Regulation.

The work can be taken up through any GETCO approved contractors at GETCO end. A kick of meeting will be held by GETCO after the payment of estimate where all the details will be explained by the undersigned.

This is for your information and needful in the matter please.

Thanking you,

Addl. Chief Engineer (R&C)

Sd/-

GETCO

The above letter states that any developer constructing the line and bay is required to undertake the work through GETCO approved vendors and seek approval from the GETCO. Therefore, vendor approval from GETCO is obligatory.

13.14 The Respondent, GETCO recognizes that the Petitioner submitted a request for vendor approval for existing OEM make of GIS who has developed the existing GIS of GETCO at the said substation by name M/s Chint Global on 29.02.2024, which was subsequently rejected by GETCO on 02.04.2024 due to the Government of India's Cross-Border Business Policy. Relevant extract of the Reply is reproduced hereinbelow:

"27. Any developer constructing the line and bay is required to undertake the work through GETCO approved Vendors and seek Approval from the GETCO. This is to ensure the safety and security of the Grid. The requirement was also provided in the Letter dated 28.07.2023.

*28. The Minutes of Meeting dated 22.02.2024 only required the four developers to have the same make and there was no requirement that it has to match the existing make. **In fact, the MOM refers to connecting with existing GIS with adapter module and adapter is required only for separate make.***

29. The Petitioner had requested GETCO on 29.02.2024 to accord approval to the existing vendor of 220 KV Kalawad S/s for creating the new 220 KV feeder bay and GETCO had denied the same vide email dated 02.04.2024 due to Government of India Cross Border Procurement Policy. It is stated that in view of the sub-station being Gas Insulated sub-station (GIS), there are limited vendors in India and further when the vendor is different than vendor of the original equipment, there

are requirements to design the adapters to connect with the existing GIS modules.”

13.15 The respondent has also in the kick-off meeting dated 22.02.2024 with the connectivity grantees including the Petitioner mentioned regarding the selection of vendor. Further, the developers were asked to procure same make GIS to accommodate available space so that GETCO could accommodate future GIS bays as per requirement and planning of 400/220 kV, 220/66kV, 2 x 220kV bus-reactors. The relevant portion of the said minutes of meeting are stated below:

“11) All developers shall have to procure same make GIS to accommodate in available space so that GETCO can accommodate future GIS bays as per requirement and planning of 400/220kV TR #4, 220/66KV TR#4, 2 x 220kV bus-reactors.”

13.16 The various correspondences exchanged between the petitioner and the respondent state that the delay in approval for vendor for GIS system needs to create at respondent Substation is also necessary to consider. The brief of such correspondence is stated below:

- ◆ As per the meeting dated 22.02.2024 and the minutes of the meeting dated 26.02.2024, the developers were asked to procure same make GIS to accommodate available space.

- ◆ On 29.02.2024, the petitioner requested GETCO to engage an existing vendor of GETCO who has already executed 220 KV system at Kalavad substation for development of GIS system at Kalavad s/s to initiate the process of finalization of contract.
- ◆ On 02.03.2024, the petitioner along with two other developers highlighted the challenges faced by them in installing of Siemens/ GE make GIS modules to GETCO and requested the approval of the vendors of GETCO.
- ◆ On 20.03.2024, the petitioner deposited the amount towards revised estimate of supervision charges of erection of transmission network for evacuation of 100 MW power.
- ◆ On 2.4.2024, the GETCO denied the request of the petitioner to engage existing vendor of GETCO for development of GIS at Kalavad substation due to restriction of the Central Government to use material of make of that country as per Government of India Cross Border Policy. The petitioner and other developers were left with no other option but to go for one vendor out of the only two vendors in the country namely M/s.Siemens and M/s GE whose lead time regarding development of GIS is 11 to 15 months, post approval of drawings.
- ◆ On 27.05.2024, after all the efforts taken by the petitioner to consult and obtain concurrence from other developers to buy and supply the

same make and model of GIS, M/s.Siemens was finalized. Work order was placed on M/s.Siemens.

- ◆ On 21.06.2024, the petitioner replied that considering the make and model of GIS offered by M/s.Siemens is different than the existing make and model used by GETCO, detailed study was undertaken of the existing system of GETCO to enable it to prepare the basic drawings for specifications. It took some time to the petitioner and other developers to study, finalise and concur on the contractor.
- ◆ The contractor (M/s Kintech Synergy Pvt Ltd.) for erection of feeder bays was finalized in coordination with other developers, and the petitioner requested for approval of the same from GETCO.
- ◆ On 4.8.2024, GETCO approved the contractor of petitioner.
- ◆ On 11.9.2024, primary drawing approval received. The actual date from which manufacturing period for the GIS will start is only post drawing approval which has been received on 11.09.2024.
- ◆ On 26.12.2024, Bus-Duct approval and General Arrangement (GA) approval has been conveyed by the GETCO and the same was received from GETCO by the petitioner.

13.17 Considering the above, we are of the view that the delay occurred in approval of vendor for GIS system needs to create by the petitioner at respondent susbtation s/s is beyond the control of the petitioner on ground of the common

vendor for the GIS system need to keep by all connectivity holders due to technical reasons advanced by the respondent that the GIS bay created by the petitioner and other connectivity holders shall need to connect with existing bay of the respondent which is made of Chint, China and with the existing bay the petitioner as well as other developers have to connect their bay wherein various technical requirements are needed to fulfil by the vendor of GIS system. The time period for such delay is from 22.2.2024 to 26.12.2024 which worked out to 256 days. Hence, the petitioner is eligible for extension of 256 days for delay in approval of GIS make/ vendor/ design by the respondent as well as non- sharing of bay by the declared lead generator of the respondent.

13.18 The various correspondences exchanged between the petitioner and the respondent state that the delay in common drawing approval for GIS system needs to create at respondent Substation is also necessary to be considered. The brief of such correspondence is stated below:

- On 22.2.2024, during the kick off meeting, apart from the direction to all four developers to agree on the same GIS make, it was also directed that all developers have to submit drawings jointly for common approval.
- On 21.03.2024, GETCO issued an email to the petitioner and other generators and provided part layout plan of 220 kV Kalavad substation along with comments from its engineering department.

- On 22.05.2024 and 05.06.2024, GETCO sent a letter to petitioner and other generators seeking for submission of common drawing for approval of GETCO.
- On 20.06.2024, the petitioner intimated GETCO that petitioner is taking all the efforts to finalize the vendor and the drawing will be submitted shortly.
- On 3.7.2024, the petitioner issued a letter to GETCO regarding letter dated 5.6.2024 whereby GETCO advised to submit single drawing duly vetted all lead developers for common approval of GETCO.
- On 22.07.2024, GETCO informed petitioner for submission of common drawing along with all other ready developers.
- On 29.7.2024, the petitioner issued a letter to GETCO requesting for swapping of GIS feeder bay between Suzlon and petitioner at 220 kV Kalavad substation of GETCO.
- On 8.8.2024, Kintech Synergy Pvt Ltd. (contractor of the petitioner for erection of 220 kV GIS feeder bay at 220 kV Kalavad substation) provided GETCO with part layout plan, section and SLD in respect of allocation of 220 kV GIS feeder bays to petitioner and other generators and requested for approval of the same.
- In the Minutes of Meeting dated 09.08.2024, the GIS bay sequence was revised as per the request of petitioner.

- On 11.09.2024, GETCO approved the layout plant and section drawing for allocation of 220 KV GIS feeder bays to the petitioner and other generators.
- On 26.12.2024, Bus-Duct approval and General Arrangement (GA) approval has been received from GETCO by the petitioner.

13.19 Considering the above, we are of the view that the delay occurred in common drawing for GIS system needs to create by the petitioner at respondent substation s/s is beyond the control of the petitioner on ground of the common drawing approval for the GIS system need to keep by all connectivity holders due to technical reasons advanced by the respondent that the GIS bay created by the petitioner and other connectivity holders shall need to connect with existing bay of the respondent which is made of Chint, China and with the existing bay the petitioner as well as other developers have to connect their bay wherein various technical requirements are needed to fulfil by the vendor of GIS system.

14. Delay connected with common drawing approval

- 1) Whether an approval of common drawing by the lead generator provided by the respondent is additional condition or not?
- 2) Whether in absence of approval of common drawing of the lead generator and approval of the same by the respondent can the petitioner or such lead

generator be able to carry out transmission system work as stipulated in connectivity agreement and complete the same in time?

- 14.1 The respondent vide its email dated 21.3.2024 informed to 4 lead generators to provided part lay out plan of 220 KV Kalavad SS alongwith comment from its engineering department.
- 14.2 The respondent vide its letter dated 5.6.2024 to the petitioner, Morjar, Suzlon, and OPwind sought the submission of common drawing for approval of the respondent.
- 14.3 The petitioner vide its letter dated 20.6.2024 informed the respondent that petitioner is taking all efforts to finalize the deal with vendor, the drawing will be submitted shortly.
- 14.4 On 3.7.2024, petitioner sent a letter to GETCO with a copy to Suzlon with regard to letter dated 5.6.2024 whereby the respondent advised to submit single drawing duly veted by all lead developers for common approval of common drawing by the respondent.
- 14.5 The respondent vide its letter dated 22.7.2024 to the petitioner requested submission of common drawing .
- 14.6 On 29.7.2024, the petitioner sent a letter to the respondent requesting for swapping of GIS feeder bay between Suzlon and the petitioner.

- 14.7 On 7.8.2024, the respondent sent a letter to the petitioner, and Suzlon regarding submission of common drawing for approval.
- 14.8 M/s.Kintech Synergy Pvt.Ltd. vide email dated 3.8.2024 provided the respondent with part lay out plan , section drawing and Single Line Diagram (SLD) in respect of allocation of 220 kV GIS feeder bays to the petitioner Morjar, Opwind at 220 kV Kalavad Substation and requested for approval of the same.
- 14.9 As per the minutes of Kick off meeting held on 9.8.2024, regarding 220 KV GIS Kalavad Substation, revised GIS bay as per request shall be (i) M/s.Morjar, (ii) M/s.OPwind, (iii) M/s.Cleanmax and (iv) M/s.Suzlon.
- 14.10 The respondent vide its letter dated 11.9.2024 to Kintech Synergy Pvt.Ltd. communicated approval of part lay out plan and section drawing for allocation of 220 KV GIS feeder bays to the petitioner, Morjar, OpWind and Suzlon.
- 14.11 Based on above, the petitioner submitted that the delay from 30.7.2024 to 11.9.2024 occurred on account of approval of drawings and grant of additional conditions by the respondent. The above delay beyond the control of the petitioner and the reasons are not attributable to the petitioner.
- 14.12 The delay is on account of non-availability of 220 kV GIS drawings of Suzlon. Non-responsiveness of Suzlon necessitates the swapping of GIS feeder bay between Suzlon and the petitioner since absence of input from Suzlon, was hindering repression of layout by M/s.Kintech (contractor of the petitioner).

14.13 In support of aforesaid submission, the petitioner relied on following decision of Hon'ble Supreme Court and Tribunal.

- (i) The Hon'ble Supreme Court judgment dated 11.4.2017 in case of Energy Watchdog vs CERC (2017) 14 SCC 80 (para 34)
- (ii) The Hon'ble APTEL judgment in case of Hirehalli Solar Power Project LLP & Ors vs. Bangalore Electricity Supply Company Ltd 2021 SCC OnLine APTEL 66.
- (iii) The Hon'ble Supreme Court judgment in case of Bangalore Electricity Supply Company Ltd vs Hirehalli Solar Power Project LLP & Ors. (2024) 14 SCC OnLine SC 2253 (para 10.4)
- (iv) The Hon'ble APTEL judgment in case of Chennamangathihalli Solar Power Project LLP & Ors vs. Bangalore Electricity Supply Company Ltd 2020 SCC OnLine APTEL 75.

14.14 The petitioner submitted that the kick-off meeting dated 22.02.2024, along with the direction to all four developers to agree on the same GIS make, it was also directed that all developers have to submit drawings jointly for common approval. All the drawings were required to be approved from GETCO for project execution.

14.15 Pursuant to the said meeting, while the discussions for aligning on the same vendor for the GIS make were going on amongst all developers, decision was arrived at only around end of May, 2024. Post which, immediately the Petitioner placed the work order on 27.05.2024.

14.16 Since all the developers were interdependent on each other, there was practical difficulty in coordination and obtaining relevant information, which led to delays. There have been situations when one of the developers doesn't respond the other could not proceed with its work. For instance, M/s Suzlon did not respond much to the Petitioner without which it was not possible for the Petitioner to develop its bay.

14.17 In light of the above, it is because of the additional requirements imposed by GETCO (additional requirement from what is provided in the GERC Procedure for grant of connectivity to RE Projects) that delays have occurred.

14.18 The petitioner submitted that majority of the time lapsed due to additional requirements of coordination with all the developers for common drawing, in which limited role was played by GETCO to facilitate the same. This delay was beyond the control of the Petitioner who has shown nothing but efforts to commission the evacuation line within the given timeframe.

14.19 Based on above, the petitioner submitted that the delay occurred by it on account of the unforeseen events and requested to grant extension of time sought by the petitioner for commissioning the entire evacuation line along with bays and metering system as sought in the present petition.

Respondent submission:

15. The respondent submitted that the claim of the petitioner for grant of delay from 3.10.2024 to 11.9.2024 on account of common drawing approval is concerned, the respondent had in meeting dated 22.2.2024 informed the connectivity grantee including petitioner for certain formalities/ work needs to carry out by the connectivity grantee with regard to common drawing approval. In the said meeting, there was no objection raised by any of the developers.

15.1 M/s. Morjar had submitted drawing to the respondent vide letter dated 19.3.2024 and the respondent responded to it vide its email dated 26.3.2024 with its comment and sent the same to other developers including the petitioner.

15.2 The respondent vide its letter dated 22.5.2024 and 5.6.2024 sent reminders to 4 developers including petitioner that they were required to submit common drawing but no drawings have been submitted by them.

- 15.3 On 20.7.2024, the petitioner wrote the respondent requesting approval of common drawing for petitioner and 3 generators except Suzlon.
- 15.4 On 22.7.2024, the respondent reiterated that the drawings are not submitted and stated that in case of non-readiness of any developer, the common drawing along with other ready developers may be submitted.
- 15.5 The petitioner thereafter citing lack of inputs from Suzlon vide letter dated 29.7.2024 requested for bay swapping with Suzlon to proceed with the evacuation as planned. Therefore, the respondent convened a meeting on 9.8.2024 with the petitioner and Suzlon for discussing swapping and after deliberation, the request for bay swapping was allowed.
- 15.6 The petitioner cannot proceed on the basis that the approval have to be given on the same day.
- 15.7 The reasonable time taken by the authorities. The respondent relied on the following judgemnets in this regard.
- (i) Halliburton Offshore Serivices Inc vs. Vedanta Ltd. & Ors. Dated 29.5.2020 in OMP (I) (COMM) No.88 of 2020
 - (ii) NTPC Vidyut Vyapar Nigam Ltd. vs Precision Technik Pvt.Ltd. 2018 SCC OnLine DEL 13102.
- 15.8 It is the contention of the Respondent that the Petitioner applied for common drawing approval on 03.07.2024 which was granted by GETCO on 11.09.2024.

This is reasonable time taken by GETCO for grant of approval, therefore, the Petitioner cannot be allowed to proceed on the basis that approvals have to be given on the same date of application

Commission Analysis

16. We note that the respondent has directed to the connectivity grantee to discuss issue of GIS feeder bay and drawing of it, kick-off meeting dated 22.02.2024 held, wherein the said issue was discussed and the respondent had directed to all four developers for drawing and vendors on which the developer were agree on the same GIS make. The respondent has also directed that all developers have to submit drawings jointly for common approval. All the drawings were required to be approved from GETCO for project execution. Relevant excerpts from MoM dated 22.02.2024 of the said meeting already referred above is reproduced below:

“

“8) Single Primary Drawing (i.e. SLD, Plan & Section as well as GIS GA, GSLD etc.) proposing all 4 GIS modules at a time shall be submitted for approval duly vetted by all the developers.

.....

“12) Being same make of GIS & CRP/SCADA, all above developers have to submit these drawings jointly for common approval.

15) All developers have to submit jointly primary and secondary drawings for approval in the following order:

- 1. Gas SLD*
- 2. GA of GIS along with valid type tests*
- 3. SLD*
- 4. Layout plan & Section*

5. Bus duct layout plan & section for all individual bays
6. GIS hall equipment & cable trench layout
7. Other secondary drawings as per project requirements.”

-----"

16.1 The aforesaid MOM recognised that the respondent has directed to developers for submission of Common drawing for GIS based feeder bay.

16.2 As per above meeting and MOM where it was directed by the respondent as per discussions for aligning on the same vendor for the GIS make were going on amongst all developers, decision was arrived at only around end of May, 2024 Post which, immediately the Petitioner placed the work order on 27.05.2024.

16.3 In regard to this issue, the following timeline is relevant to be noted with consideration of the communications between the parties which is relevant in the present case is referred and reproduced below:

- xi. 21.03.2024 (Annexure- GG @ pg. 244)- Part layout plan approved by GETCO

“Ref: (1) L. No. MRPL/GETCO/R&C/2024/MCT/001 DTD 19.03.2024
(2) KOM minutes dtd 22.02.2024

Dear Sir,

Vide letter at reference, M/s Morjar Renewables Pvt. Ltd. has submitted drawing showing location of 220kV Dead end M/ckt tower for termination of 4 nos. of 220kV line bays at 400kV Kalawad GIS SS.

Upon scrutiny, it has been observed that distance between centre line of multi circuit tower and 2 tier termination gantry is found in order. However, location of M/c tower could be aligned with centre column of both 2 tier termination gantries. Please refer comment mentioned in approved part layout plan.

Furthermore, as discussed with CE(R&C), location of gantry structures are approved and shown in part layout plan.

Hence, it is requested to inform & convey to all the RE developers (Morjar, Opwind, Suzlon & CleanMax) accordingly.

*Regards,
Asha B. Oza
DE(Engg.)
GETCO"*

- xii 05.06.2024 (Annexure- HH @ pg. 247)- GETCO's letter seeking submission of common drawings from all four developers.

"Ref No: CE(R&C)/SE(STU)/1079

Date: 5.06.2024

To,

M/s OPWIND Energy Pvt Ltd.
207, Kuber Avenue
Panch Bungalow Road
Near Gurudwara Cross Road,
Jamnagar – 361001

M/s Morjar Renewables Pvt Ltd.
402 & 404, Delphi
C-Wing, Hiranandani Business Park
Orchard Avenue, Powai
Mumbai - 400 076

M/s Suzlon Global Services Ltd.
C/o The Co Work Capital, 1008
10th Floor, Ocean Sarabhai
Compound,
Nr. Centre Square Mall,
Dr. Vikram Sarabhai Marg,
Vadodara - 390 023

M/s Cleanmax Vayu Pvt. Ltd.
13 A, Floor-13, Plot 400
The Peregrine, Apartment,
Kismat Cinema, Prabhadevi,
Mumbai - 400 025

Sub: Submission of drawing for common approval

Ref: This office letter no. CE(R&C)/SE(STU)/964 dated 22.05.2024

Sir,

GETCO through above referred letter had instructed for submission of drawings as decided in the meeting dated 22.02.2024 to enable grant of common approval.

It is a matter of regret that inspite of lapse of more than three months, the drawings are yet not submitted for approval of GETCO which may lead to delay in the completion of evacuation system as per the GERC approved timelines.

In view of above, it is once again directed to submit the common drawing within 10 days failing which GETCO may review the allocation of bay at Kalawad S/s, as decided in the meeting dated 22.02.2024.

Thanking you,

Yours faithfully

*Sd/-
(Dr. A. J. Chavda)
Chief Engineer (R&C)"*

xiii.20.06.2024 (Annexure- II @ pg 248)- Petitioner wrote to GETCO that drawings shall be submitted shortly.

Ref: CMES/GUJ/WSH/2024-25/01

Date: 20.06.2024

*To
Chief Engineer (R & C)
GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Regd. Office Sardar Patel Vidyut Bhavan,
Racecourse, VADODARA - 390007*

Ref.

1. *Stage-II connectivity vide Letter No. GETCO/R&C/STAGE2 000054, Dated: - 28.07 2023*
2. *Provisional Estimate vide letter No: GETCO/R&C/RE/2473, Dated - 22.08.2023*
3. *Our Letter to GETCO Ref: CMES/GUJ/WSH/2022-23/07, Dated: 11.09.2023*
4. *Our Letter Ref: CMES/GUJ/WSH/2022-23/08, Date: 22.09.2023*
5. *Or letter Ref: CMES/GUJ/WSH/2022-23/09, Date: 30.10.2023*
6. *Our Letter Ref: CMES/GUJ/WSH/2022-23/10, Date: 10.01.2024*
7. *Kick-off meeting with RE Stage-II grantees w.r.t. Kalawad S/s dated: 20.01.2024*
8. *Our Letter Ref: CMES/GUJ/WSH/2022-23/11, Date: 28.01.2024*
9. *Ref. M.O.M Signed on dated 22 Feb-24*
10. *GETCO Letter_GETCO (R&C)/RE/507 Dated 12.03.2024*
11. *GETCO Letter-CE(R&C)SE (STU)/1079: Date 05.06.2024*

Sub: *Submission of Common Drawing for approval of Kalavad project_Clean Max Vayu Pvt Ltd*

Respected Sir,

This is with reference to letter received from GETCO on dated 05-06-2024 regarding the submission of common drawing for the Kalavad Project.

Here we would like to inform you that The Clean Max is working on a war footing action to finalize the deal with the vendor (Ms. Simms Engineering Pvt Ltd), unfortunately it has been bit delayed as of date.

Now we assure you to submit the drawing to your good office by next week for further approval

We look forward to your support as always.

*Thanking You
Clean Max Vayu Pvt Ltd"*

- xii. 03.07.2024 (Annexure JJ @ pg. 249)- Petitioner requested GETCO to consider approval for common drawing for 2 other generators and itself, excluding Suzlon.

"Ref: CMVPL/2024-25/100MW KALAWAD/FB/GETCO/04

Date:03-07-2024

*To,
The Chief Engineer (R&C),
Gujarat Energy Transmission Corporation Ltd.,
Vidyut Bhavan, Racecourse, Vadodara – 390 007.*

Sub: Submission of common drawing for approval - CLEANMAX

Ref: -

- 1. GETCO R&C Letter No. GETCO/R&C/STAGE2000054 dtd. 28.07.2023 - CleanMax Vaya Pvt. Ltd - Approval for connectivity for developing 100MW Wind Power Project under captive mode at GETCO 220kV Kalawad Sub-Station.*
- 2. MOM with GETCO and other RF. Load & Co-Developers on dtd 22.02.2024.*
- 3. GETCO R&C Department Letter No. GETCO/R&C/RE/507 dtd. 12.03.2024 for Revised Provisional estimate to our 100MW Wind Power project connecting to GETCO 220kV Kalawad Sub-Station, And its payment's GETCO Money receipt on dtd. 20.03.2024.*
- 4. GETCO R&C Department E-mail dtd 21.03.2024 for approving part layout plan of 220kV Feeder Bay at GETCO 220kV Kalawad S/S.*
- 5. GETCO R&C Department E-mall dtd 02.04.2024 for Clarity on GIS System make approval status for the establishment of 220kV Feeder Bay at GETCO 220kV Kalawad S/S.*
- 6. Our Office Purchase Order to Siemens for SITC of 220kV GIS feeder bay system at GETCO 220kV Kalawad Sub-Station on dtd. 26.05.2024.*
- 7. GETCO R&C Department letter no. CE(R&C)/SE (STU)/1079 on dtd. 05.06.2024.*

8. Our office letter dtd. 24.06.2024 to the GETCO Project office for Vendor approval to M/s. Kintech Synergy Pvt Ltd for Execution work of our 220kV GIS Feeder Bay at GETCO 220kV Kalawad Sub-station.

Respected Sir,

We refer to your letter vide ref. (7) dtd. 05.06.2024, wherein all 4 RE lead developers viz M/s. Morjar Renewables Pvt Ltd (MRPL), M/s. OPWIND Energy Pvt Ltd (OPWIND), M/s. Suzlon Global Services Ltd. (Suzlon) and M/s. Cleanmax Vayu Pvt Ltd (Cleanmax) has been advised to submit a single drawing duly vetted by all lead developers for common approval by GETCO.

In this connection we hereby submit the following:

- 1) GETCO Provided the approved GEC Drawing for the Common 220kV GIS Part Layout plan of permanent Bays for all 4 RE Lead developers vide its mail 21.03.2024 (ref.4).
- 2) The balance 220KV GIS Drawings listed below require details and actions from other lead developers for their permanent bays, which are currently not available with us except to MRPL, OPWIND & CLEANMAX.
 - a) **Contractor approval:** Kintech Synergy has been appointed and approved by GETCO as the approved contractor for M/s. MRPL & OPWIND. However, we as Cleanmax have appointed the same contractor as Kintech Synergy for the said 220kV Feeder Bay work at GETCO S/S. As well as we had submitted our application for vendor approval vide ref. (8).
 - b) **220kV Permanent Bay Single Line Diagram (SLD):** Required Metering CT ratio approval of other Lead RE developer i.e. Suzlon, which is not available with CLEANMAX and Other 2 Lead Generators.
 - c) **220kV Permanent Bay Section Layout:** Application or Finalisation update of contractor's approval of any Vender for Suzlon is not available. However, We as Cleanmax has been applied for Contractor approval of M/s. Kintech Synergy vide ref. (8).
 - d) **220kV Gas SLD, 220KV GIS Feeder Bay Plan and Section drawings adaptor Module Drawing, Protection SLD Drawing, and LCC Panel Drawings:**
 - (i) As per the GETCO mail dtd. 02.04.2024 vide ref. (5), we had taken our ended action an released our purchase order to M/s. Siemens for STC of 1 no. 220KV feeder bay system or dtd. 26.05.2024 vide ref. (6).
 - (ii) We will also submit separately the Siemens 220kV 1 No. Feeder Bay GIS system's our PO copy to GETCO Siemens would be able to provide the above-mentioned common drawings only upon placement of PO by Suzlon.
 - (iii) Further upon existing 220kV GIS bus measurement (for which bus measurement supervision PO to M/s. Chint has been placed by Kintech) the above-mentioned drawings for MRPL, OPWIND & Cleanmax can be submitted by Siemens. Bus Measurement is completed on 29th June 2024.
- 3) It's to primarily visualize that:

- (i) Due to concerns raised under point 2 above, the submission of balance common drawings is not practically possible for all 4 RE lead Developers jointly and will delay the activities of other lead generators along with Cleanmax.
- (ii) The timely drawing approval is a key step to trigger the manufacturing of GIS components by Siemens, which has a long manufacturing lead time.
- (iii) Requested to consider approval of common drawings for CLEANMAX & Other 2 lead generators to support in constructing and commissioning the permanent bays as per GERC timelines.
- (iv) Further represented to GETCO that combining the other RE developers with the Other 2 Lead Generators & CLEANMAX will be an impediment in our drawing approval process and if insisted, we will not be able to meet the GERC approved timelines for completion of the evacuation system for which we as CLEANMAX shall be eligible for extension of time.

Considering independent Stage-II connectivity with lead generator status awarded to respective RE developers and completion of power evacuation system by CLEANMAX within GERC stipulated time, we request GETCO to accept the common drawings for CLEANMAX and Other 2 Lead generators at this juncture for approval. The same drawings can be provided for reference in Autocad format to GETCO which can be extended by GETCO to other RE developers as and when they are ready to execute their respective projects for necessary submission from their end.

We assure you of our support and coordination with GETCO during the drawing approval process of other RE developers, if required.

This approach will streamline the approval process, minimize delays, and facilitate the progress of CLEANMAX and other 2 Lead Generator's projects without any impediments.

Thank you for your attention to this matter.

Thanking you.

Yours truly,

For, Cleanmax Vayu Private Limited

Authorized Signatory,
Mr. Pintesh Suthar,

Cc to:

1. The Chief Engineer (Projects), GETCO, Vadodara.
2. The Superintendent Engineer (Engineering), GETCO, Vadodara.
3. The Suzlon Global Services Ltd.

Enclosed:

1. GETCO Approved part Payout plan of 220kV Feeder Bay at GETCO 220kV Kalawad S/S.”
- xiii. 22.07.2024 (**Annexure- KK @ pg. 253**)- GETCO advised Petitioner to submit common drawings for approval with the developers which were then ready.

“Ref No: CE(R&C)/SE(STU)/1384

Date: 22.07.2024

M/s Cleanmax Vayu Pvt. Ltd.
13 A, Floor-13, Plot 400
The Peregrine, Apartment,
Kismat Cinema, Prabhadevi,
Mumbai - 400 025

Sub: Submission of drawing for common approval and expedition of work for evacuation of RE power at Kalawad S/s.

Ref: 1. GETCO letter no. CE(R&C)/SE(STU)/964 dated 22.05.2024
2. GETCO letter no. CE(R&C)/SE(STU)/1079 dated 5.06.2024

Sir,

GETCO through above referred letters had instructed all Stage-II Connectivity grantees at Kalawad S/s for submission of drawings as decided in the meeting dated 22.02.2024 to enable grant of common approval.

Inspite of lapse of more than four months, GETCO has not received the common drawings for approval. This could lead to delay in the completion of evacuation system as per the GERC approved timelines which will impact the commissioning of RE projects while blocking of intra state transmission infrastructure and also impact the State RE target to meet the national goal of achieving 500 GW by 2030.

In view of above, it is once again directed to submit the common drawing immediately and in case of non-readiness of any of the developers, it is requested to submit the common drawing along with other ready developers. Further, it is requested to expedite the work for creation of entire allocated evacuation system along with bays and metering System as per the scope of estimate, failing which GETCO shall review the bay allocation and initiate action as per GERC approved Procedure dated 7.01.2023.

Thanking you,

Yours faithfully

Sd/-
(Dr. A.J. Chavda)

- xiv. 29.07.2024 (**Annexure- LL @ pg. 254**)- Petitioner was compelled to request GETCO for bay-swapping with Suzlon because of non-satisfactory response of Suzlon in terms of inputs required.

"Ref. No.: CMES/VAYU/2024/01

Date:-29/07/2024

To,
The Chief Engineer (R & C),
Gujarat Energy Transmission Corporation Limited,
GETCO, Baroda

Sub: - Bay Swapping of GIS Feeder bay between Suzlon & CleanMax permanent GIS Feeder bay work at 220KV GETCO Kalawad Substation.

Ref:- 1. CleanMax -100MW provisional estimate no. GETCO/R&C/RE/507 dated 12.03.2024.

Dear Sir,

With reference to the above subject and the mentioned reference, the GETCO R & C department has granted approval for the evacuation of 100MW wind power. According to the layout, the allocated GIS bay is as follows: CleanMax is assigned the back bay (i.e., 2nd Bay), and Suzlon is assigned the front bay (i.e., 1st Bay).

We approached Suzlon for their input and cooperation in this matter but have not received a satisfactory response. As a result, we have assigned the task to Kintech Synergy Private Limited to commence the engineering work. However, Kintech is unable to proceed with the preparation of the layout without inputs from Suzlon.

In light of this, we kindly request your esteemed office to approve the bay swapping of the GIS Feeder Bay between Suzlon and CleanMax. This approval will enable us to proceed with the project as planned.

Thank you for your consideration and prompt action on this matter.

Yours sincerely,
For Cleanmax Vayu Pvt Ltd

Shobhit Sharma
Director - Projects
Ph: +91 96910 91010
Email: shobhits.gj@gmail.com"

- xv. 07.08.2024 (**Annexure- MM @ pg. 255**)- GETCO called for a common meeting of all developers for submission of drawing for common approval.

"GETCO/R&C/Connectivity/1519

Date: 07.08.2024

To M/s Cleanmax Vayu Pvt. Ltd. 13 A, Floor-13, Plot 400 The Peregrine, Apartment, Kismat Cinema, Prabhadevi, Mumbai - 400 025	To M/s Suzlon Global Services Limited, C/o. The Co. Work Capital, 1008 10 th Floor, "Ocean", Sarabhai Compound, Nr. Centre Square Mall, Dr. Vikram Sarabhai Marg, Vadodara - 390 023
--	--

Sub: Submission of drawing for common approval and expedition of work for evacuation of RE power at Kalawad S/s.

Ref: 1. GETCO Itr. no. CE(R&C)/SE(STU)/964 dated 22.05.2024
2. GETCO Itr. no. CE(R&C)/SE(STU)/1079 dated 5.06.2024
3. GETCO Itr. no. GETCO/R&C/Connectivity/1386 dated 22.07.2024

Sir,

This has reference to the Stage II connectivity granted by GETCO from 400/220 KV Kalawad S/s to M/s Suzlon Global Services Ltd. (SGSL) & Cleanmax Vayu Pvt. Ltd. and the allocation of space for feeder bay during the meeting of all Stage-II Grantees on 22.02.2024

In this regard, GETCO has repeatedly sought common drawing from the Stage-II connectivity grantees of Kalawad S/s. however after laps of considerable time common drawings are yet not submitted as per the agreed methodology and it is becoming one of the major reasons for delaying the creation of evacuation system and blocking the state transmission infrastructure.

In view of the above a meeting is convened on 9th August 2024 @ 15.00 Hrs. at R&C section, GETCO corporate office to discuss the above matter falling which decision on reshuffling of allotted bay will be taken based on the preparedness of other grantees.

Thanking you,

Yours sincerely,

Sd/-
(Dr. A.J. Chavda)
Chief Engineer (R&C)"

xvi. 08.08.2024 (**Annexure NN @ pg. 256**)- Petitioner submitted drawing for common approval to the Respondent.

“

Pintesh.suthar@cleanmax.com

From: shobhit.sharma@cleanmaxsolar.com <shobhit.sharma@cleanmax.com>
Sent: 09 August 2024 11:34
To: Amit Jain; Devanand Garud; Chintan Shah; Hardik Dalal; Kunal Shekhar; Md. Danish; Ahraz Reshi; Ghanshyam Vadher; Pintesh suthar
Subject: Fwd: FW: Request for Approval_Part Layout Plan, Section & SLD_allocation of 220KV GIS feeder bays to M/s. Morjar, M/s. Cleanmax, M/s. OPWIND at 220KV Kalawad GETCO SS for evacuation of Hybrid (Solar+Wind) power under option-III
Attachments: 0110 CR070824 (PART LAYOUT PLAN, SECTION & SLD FOR ALL DEVELOPERS AT 220KV Kalawad SS). Pdf; LAYOUT SECTION OF ALL RE DEVELOPER 220KV KALAWAD_signed.pdf; PLAN LAYOUT-ALL RE DEVELOPERS_220KV KALAWAD_Signed.pdf; SLD FOR ALL RE DEVELOPERS_220kv KALAWAD_Signed.pdf

Dear All,

Please find the soft copies submission of common drawing which were submitted from our vendor.

Best Regards
Shobhit Sharma

-----Original message-----

From: MARGI PANDYA <margi@kintechsynergy.com>
Date: 8/8/24 12:38 (GMT+05:30)
To: acerc.getco@gebmail.com
Cc: jernc.getco@gebmail.com, serc.getco@gebmail.com, 'YJ Gamit' <eerc.getco@gebmail.com> decomm.getco@gobmail.com. "SE (Engg) - B. P. Soni Sir" <seengg.getco@gebmail.com>, MANHAR PATEL <manhar@kintechsynergy.com>, ahmed malek <ahmedmiyamalek@gmail.com>, ASHA OZA <dedesign.getco@gebmail.com>, SANKET SHAH <sanket@kintechsynergy.com>, ASHOK SHAH <ans@kintechsynergy.com>, GHANSHYAM PATEL <gvp@kintechsynergy.com>, DARSHAN PANDYA <darshan@kintechsynergy.com>

Subject: Request for Approval_Part Layout Plan, Section & SLD_allocation of 220KV GIS feeder bays to M/s. Morjar, M/s. Cleanmax, M/s. OPWIND at 220KV Kalawad GETCO SS for evacuation of Hybrid (Solar+Wind) power under option-III

Dear Sir,

Kindly find attached herewith Part Layout Plan, Section & SLD for subject project and the references as mentioned in forwarding letter .

This is for your review and approved purpose.

Link to download supporting documents as mentioned in references: SUPPORTING DOCS

Thank & Regards
Margi Pandya"

- xvii. 09.08.2024 (**Annexure OO @ pg. 258**)-GETCO conducted meeting along with all four developers, wherein it was decided that primary drawing proposing all 4 GIS modules at a time shall be submitted for approval duly vetted by all developers.

***"Minutes of Kick Off Meeting for
220kV Kalawad GIS - Extension 220kV GIS bays Date: 09.08.2024
(Ref: MOM dated 22.02.2024)***

- 1) GIS bay sequence again revised as per the request of M/s. Clean Max and technical aspects of GIS arrangement. Now GIS bay sequence shall be 1. M/s Morjar 2. M/s OPwind 3. M/s Clean max. & 4. M/s Suzlon.
- 2) In continuation to the point No. 11 of MOM dated 22.02.2024, M/s. Suzlon shall have to procure same make of GIS in line with other three developers.
- 3) Primary drawing (i.e. SLD, Plan & Section as well as GIS GA, GSLD etc.) proposing all 4 GIS modules at a time shall be submitted for approval duly vetted by all the developers.
- 4) All the points mentioned in MOM dated 22.02.2024 except changes related to bay swapping between M/s. Clean Max and M/s. Suzlon shall be applicable as it is.

Meeting with RE Stage - II Grantees to discuss the technical aspects related to connectivity at 220kV Kalavard (GETCO) S/S				Dt: 09.08.2024
List of Participants				
Sr. No.	Name of Company	Name of Participant	Designation	Sign
1	Clean Max Vayu Pvt. Ltd.	Pritesh Suthar	Member Regulatory	Sd/-

2				
1	Suzlon Global Services Ltd.	Ankur Shah	AGM PE	Sd/-

.....”

xviii.11.09.2024 (**Annexure- PP @ pg. 259**)- GETCO approved the part layout plan submitted by the contractor of the Petitioner on 23.08.2024.

“To,
Kintech Synergy Private Ltd.
Kintech House, 8-9
Shivalik Plaza, Opp: AMA, IIM Road,
Ambawadi, Ahmedabad-380015

Sub: Approval of part Layout plan and section drawing for allocation of 220KV GIS feeder bays to M/s. Morjar, M/s. Clean-Max, M/s. OPWIND & M/s. Suzlon at 220kV Kalawad GETCO S/S for evacuation of Hybrid (Solar+Wind) power under option-III.

- Ref: (1) GETCO Estimate. No. (To Mojar) No. a) GETCO/R&C/RE/690 dt. 08.04.2024 b) GETCO/R&C/RE/692 dt. 08.04.2024 c) GETCO/R&C/RE/159 dated 25.01.2024.
(2) GETCO Estimate No. (To Cleanmax): a) GETCO/R&C/RE/507 dt. 12.03.2024
(3) GETCO Estimate No. (To Opwind): a) GETCO(R&C)/RE/156 dt. 25.01.2004 b) GETCO(R&C)/RE/157 25.01.2004 c) GETCO(R&C)/RE/691 dt. 08.04.2004
(4) MOM of Kick-off meeting at GETCO HO dt. 22.02.2024
(5) Vendor + Contractor Approval: CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/Morjar/125MW/4738 dtc: 23.05.2004 (for Morjar Bay)
(6) Vendor + Contractor Approval: CE(P)/ACE(P)/SE(P)/EE(SS)/T-5/VA/Cleanmax/100MW/5830 dtd. 08.07.2004 (for Cleanmax Bay)
(7) GETCO letter ref. no: CE(R&C)/SE(STU)/1385 dtd. 22.07.2024
(8) GETCO MOM dated. 09.06.2024
(9) Your Letter No. KSPL/GETCO/CR230824/0110A Dtd 23.08.2024

Dear Sir,

With reference to above, layout drawings submitted vide ref. (9) are scrutinized and approval is as follows:

SN	Particulars	Drawing No.	Remarks
1	Part Layout plan drawing-allocation of 220kV GIS feeder bay to all 4 RE Developers at	KSPL/GETCO/PLAN/ELE/01/R0 Dtd. 10.08.2024	Approved with comments

	220kV GETCO Kalawad ss		
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This is without any prejudice to the terms and conditions of the order.

*Yours faithfully,
For, Gujarat Energy Transmission Corporation Ltd.*

*(RK Patel)
Addl. Chief Engineer (Engineering)*

*Copy to: (1) CE(Projects)/CE (R&C) GETCO, Vadodara
(2) SE(TR), C.O., Jamnagar
(3) EE(Const.) D.O., Jamnagar"*

16.4 From the above it transpires that the respondent imposed this additional condition on the developers for obtaining a common drawing approval. We also note that since all the developers were interdependent on each other, there may be practical difficulty in coordination and obtaining relevant information, which led to delays. There have been situations when one of the developers doesn't respond the other could not proceed with its work.

16.5 GETCO has itself cited instances of lack of coordination between the four developers regarding common drawing approval. GETCO has referred to reminders issued by it on 22.05.2024 and 05.06.2024 to the Petitioner and other developers regarding the common drawing submission. The Petitioner submitted the drawing on 03.07.2024, but the approval process was delayed due to the lack of timely inputs from Suzlon, which was also acknowledged by GETCO. Relevant extract of the Reply is reproduced hereinbelow:

"39. GETCO vide Letter dated 22.05.2024 and 05.06.2024 had reminded the four developers including the Petitioner that they were

required to submit the common drawing but no drawing had been submitted for approval yet. While the Petitioner has attached letter dated 05.06.2024, it has not attached Letter dated 22.05.2024. A copy of the Letter dated 22.05.2024 is attached hereto and marked as Annexure D. The Petitioner had on 20.05.2024 written to GETCO claiming delay but no reason was provided as such.

40. It was on 03.07.2024 that the Petitioner wrote to GETCO requesting for approval of common drawing for Petitioner and other two generators except Suzlon. On 22.07.2024, GETCO reiterated that the drawings are not submitted and stated that in case of non-readiness of any developer, the common drawing along with other ready developers may be submitted.

41. The Petitioner, thereafter, citing lack of inputs from Suzlon, vide letter dated 29.07.2024 requested for bay swapping with Suzlon to proceed with the evacuation as planned. Therefore, GETCO convened a meeting on 09.08.2024 with the Petitioner and Suzlon for discussing bay swapping, as requested by Petitioner and pursuant to deliberations, the request for bay swapping was allowed. In the meantime, on 08.08.2024 by email and Letter dated 10.08.2024, the Contractor of Petitioner submitted the Part Layout Plan, Section and SLD in respect of Petitioner, Morjar and OP Wind for approval which was duly granted on 11.09.2024."

- 16.6 Considering the above, we are of the view that the delay occurred in approval of common drawing of the petitioner and other connectivity holders by the respondent as additional condition put up by the respondent is beyond the control of the petitioner. The time period for such delay is from 03.07.2024 to

11.09.024 which worked out to 70 days. Hence, the petitioner is eligible for extension of 70 days for submission of common drawing by the petitioner and other connectivity holders and approval of the same by the respondent.

16.7 In addition, as far as the issue of delay in status of lead generator is concerned, it is submitted that a non-lead generator is not responsible for construction of evacuation line. Therefore, the provision of termination of connectivity and encashment of BG does not apply to non-lead generator.

16.8 The petition was listed for hearing on 17.01.2025, pursuant to which daily order dated 18.01.2025 was passed by this Commission. The Commission raised certain questions in its daily order dated 18.01.2025 to the Respondent GETCO on the issue of lead generator, reply to which was submitted by GETCO vide its additional submissions dated 22.01.2025 wherein made following submission:

16.9 Question from GETCO in the Daily Order dated 18.01.2025.

(l) Clarity with regard to responsibility of construct Bays, i.e., whether it is responsibility of GETCO or lead generators or concerned developers? In the present case, who have constructed Bays on behalf of all four developers, whether developed by common vendor alongwith name of vendor, date of commencement of work, its status, date of completion of works etc.

16.10 Response of GETCO to the query of the Commission

30. In case of sharing, the first Grantee or Lead Generator is entrusted with the work of dedicated line from its project to the sub-station as well as feeder bay at the sub-station and the subsequent Grantees share the said bay. The subsequent grantee erects the line from their pooling station to the sub-station of the first Grantee.

16.11 Subsequently, the present petition was listed for hearing on 23.01.2025 for which daily order/ record of proceedings has been passed on 11.02.2025 During the proceeding on 23.01.2025 the Respondent GETCO acknowledged the conditions imposed on the generators and the difficulties faced by the Petitioner, thereby supporting the genuine claim of the Petitioner. Relevant paragraphs from the daily order dated 11.02.2025 are extracted below:

7.1. On the issue of status of lead generator:

*“2.1 The Counsel for the Respondent GETCO submitted that the delay occurred in the present case is due to non-action on part of the Applicant/Petitioner and there is no delay on part of the Respondent GETCO. She submitted that in regard to issue of lead generator, generally first connectivity holder is considered as lead generator and in case connectivity granted to first generator is revoked, in that case second connectivity holder became as lead generator. **In the present case, the Applicant/Petitioner requested to grant status of lead generator subsequent to revocation of connectivity granted to the lead generator Morjar Renewables Pvt. Limited. However, Morjar Renewables Pvt. Limited approached to the High of Gujarat and there were directions for maintaining status quo which led to delay, to declare the Applicant/Petitioner as lead generator.**”*

7.2. Delay associated with vendor approval for GIS

“2.2 With regard to vendor approval, she clarified that as decided and discussed in the Minutes of Meeting (MoM) with the developers, it was mandatory to select common vendor by all developers for extension/construction of their respective Bays.

2.4. She further submitted that initially the Applicant/Petitioner vide letter dated 29.02.2024 requested GETCO to grant approval for the existing vendor M/s CHINT Global of 220 KV Kalavad substation for creating new 220 KV Bays, which was denied by GETCO vide email date 02.04.2024 due to Govt. of India Cross Border Business Policy. In view of limited vendors in India for GIS substation and further when the vendor is different than original equipment, there are requirements to design the adaptors to connect the existing GIS modules. Thereafter, the Applicant/Petitioner vide its letter dated 21.06.2024 requested for approval of common vendor, which was granted by GETCO vide its letter dated 08.07.2024. Some developers approached GETCO immediately for approval of common vendor whereas other developers approached GETCO after delay. However, GETCO granted approval within reasonable time as and when they approach to the GETCO for vendor approval."

7.3. Common drawing approval

"2.3 With regard to common drawing approval, she clarified that there was no individual approval in respect to the Bays to be constructed, as it is necessary to submit common drawing for approval of GETCO. However, this was not done by the developers on a ground of non-readiness of one of the developers viz. Suzlon. The Applicant/Petitioner vide letter dated 03.07.2024 requested for approval of common drawing for the Applicant/Petitioner and other two generators except Suzlon. GETCO vide letter dated 22.07.2024 intimated that in case of non-readiness of any developer, the common drawing along with other ready developers may be

submitted. Accordingly, common drawing in respect of the Applicant/Petitioner alongwith other two developers, viz, (i) Morjar and (ii) OP Wind was submitted for approval in August 2024 which was granted vide GETCO's letter dated 11.09.2024. She further clarified that an individual approval of the drawing to the Morjar as referred in the Daily Order dated 18.01.2025 is for GETCO Bays/equipment, which were allowed to use by M/s Morjar under the temporary arrangement and not with respect to extension/construction of Bays to be done by individual developers, i.e. M/s Morjar.”

16.12 We note that the Petitioner has contended that the Respondent has put up a condition that all connectivity holders of 220 kV Kalavad Sub-station who have been granted connectivity are required to construct the respective bays for evacuation of power from their RE projects have to create GIS system which is capable to connect with existing GIS system of the Respondent GETCO. The Respondent has also stated and explained in its MOM dated 22.02.2024 that the connectivity holders which includes the Petitioner shall require to submit a common drawing and get approval from the Respondent. We note that neither the connectivity procedure dated 07.01.2023 notified by the Commission provide such conditionality nor there is any document on record which states that all connectivity holders who are different and distinct from each other required to submit common drawing for approval of the Respondent. Thus, it is a clear case that the Respondent has stated that all connectivity holders have to submit common drawing for approval of the Respondent. The time period needed for creation and submission of common drawing is qualified as unforeseen reason arise due to technical reason which need to be allowed by the Commission.

16.13 We further note that the contention of the Petitioner is not disputed and denied by the GETCO.

16.14 From the above discussion and analysis, we note that additional requirements being imposed by the respondent are as under:

- i. Sourcing and supply of GIS of same make and manufacturer.
- ii. Submission of common drawings for approval.

16.15 The petitioner submitted that majority of the time lapsed due to additional requirements of coordination with all the developers for common drawing, in which important role was played by the respondent GETCO to facilitate the same. This delay was beyond the control of the Petitioner who has shown nothing but efforts to commission the evacuation line within the given timeframe.

16.16 We also note that the petitioner has stated that the current status of work done is concerned, the following may be noted:

- i. 220kV Gantry and Beam erection completion- 80%
- ii. 220kV equipment structure erection completion- 80%
- iii. Main grid earthing 100% completed and equipment earthing completion- 45%
- v. 220kV erected equipment- completed.

16.17 In view of above, we decide the present petition succeeds. The delay occurred in clarity of status of petitioner as lead generator for the period from 28.07.2023 to till 22.02.2024 i.e. 209 days is qualified for extension in creation of transmission system.

16.18 The delay occurred with regard to approval for vendor for GIS system at GETCO substation by the respondent for the period from 29.02.2024 to 11.09.2024 is qualified for extension in time limit for creation and completion of transmission system.

16.19 The delay occurred in approval of common drawing which is a condition imposed by the respondent and it takes the time period between 03.07.2024 to 11.9.2024 is qualified for extension of time limit for the completion of the transmission system by the petitioner. The aforesaid time limit is 70 days which is overlapping with the period of time limit extension granted for delay associated with vendor approval for GIS system.

ORDER

17. The present petition succeeds. We hold that the delay in creation of transmission system is beyond the control of the petitioner. Hence, the extension in the time limit specified in connectivity is granted as discussed in this order. The extension in time limit for completion of transmission system for about 465 days is accordingly granted.

18. We order accordingly.

19. With this order, the petition stands disposed of.

Sd/-
[S.R.Pandey]
Member

Sd/-
[Mehul M.Gandhi]
Member

Place: Gandhinagar.
Date: 17/06/2025