



## **RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED**

(Government of Rajasthan Undertaking)

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### **Notice**

A Working Group was constituted by vide order dt. 24.06.2019 by Administrative Reforms (Group-3) Department, GoR to study the existing Wind Policy and to suggest any revision/amendment in Wind Policy. The Draft of New Wind & Wind-Solar Hybrid Policy, 2019 was placed before the aforesaid Working Group.

As per the direction of Working Group, the Draft of Policy is being hereby placed on RRECL website for comments of all stakeholders. Therefore, all the stake holders are requested to submit suggestions/ comments on the draft of policy if any. The link for submission of comments will be available on RRECL website ([www.energy.rajasthan.gov.in/rrecl](http://www.energy.rajasthan.gov.in/rrecl)) up to 20.09.2019 11:59 PM.

Director (Technical)

**Draft**

**Rajasthan Wind and Wind-Solar  
Hybrid Policy, 2019**

**Issued by:  
Government of Rajasthan,  
Energy Department,  
....., 2019**

**Government of Rajasthan  
Energy Department**

**NOTIFICATION**

No. ....

Dated: .....

**1. Preface**

- 1.1. To meet the global commitment, Government of India, has fixed a national target of 175 GW Renewable Energy, including 60 GW from Wind Energy by the year 2022 for reducing the dependence on conventional sources of energy by promoting the development of non-conventional energy sources.
- 1.2. National Institute of Wind Energy (NIWE), GoI has assessed a Wind Power potential of 18770 MW in the State. Our aim is to create an enabling environment for harnessing maximum potential of Wind Power including wind-solar hybrid through State, Private Enterprises, Public-Private Partnerships and through individual efforts.

**2. Objective:**

- 2.1. The objective of this Policy is to establish Rajasthan as a National leader in wind energy including wind-solar hybrid in phased manner by creating the policy frame work for promoting use of Renewable Energy in various applications and move towards achieving following objectives:
  - a. Contributing to long term energy security of Rajasthan as well as ecological security by reduction in carbon emissions
  - b. Providing a long term sustainable solution for meeting energy needs and to considerably reduce dependency on depleting fossil fuel resources like coal, oil and gas.
  - c. Productive use of abundant waste land, thereby utilizing the un-utilized/under utilized barren land for creation of renewable energy hub.
  - d. Creating favorable conditions for Wind Energy manufacturing capabilities by providing fiscal/Non fiscal incentives.
  - e. Generating large direct and indirect employment opportunities in Wind and ancillary industries and allied economic activities etc.
  - f. Creation of skilled and semi-skilled man power resources through promotion of technical and other related training facilities.
  - g. Creating an R&D hub for deployment of various combinations of RE power technologies like Wind-Solar hybrid and Storage technologies which will focus on improving efficiency in existing applications and reducing cost of balance of system.

**3. Title and Enforcement:**

- 3.1 This Policy will be known as **Rajasthan Wind and Wind-Solar Hybrid Policy, 2019**. The Policy will come into operation with effect from \_\_\_\_\_ and will remain in force until modified or superseded by another Policy as and when need arises.

#### 4. Definitions:

- 4.1. Following expressions used in the Policy would have meanings assigned to them as defined hereunder:-
1. "**Act**" means Electricity Act 2003, including amendments thereto.
  2. "**ABT**" means Availability Based Tariff.
  3. "**Average Annual Demand (MW)**" means Previous financial year consumption (kWh)/(1000x8760)".
  4. "**CEA**" means Central Electricity Authority.
  5. "**Ceiling Act, 1973**" means the Rajasthan Imposition of Ceiling on Agricultural Holdings Act, 1973.
  6. "**Central Agency**" means National Load Dispatch Centre (NLDC) as designated by the Central Electricity Regulatory Commission vide Order dated 29.1.2010 for the purposes of the REC Regulations.
  7. "**CERC**" means the Central Electricity Regulatory Commission, constituted under sub-section (1) of Section 76 of the Electricity Act, 2003.
  8. "**CERC REC Regulations**" means Central Electricity Regulatory Commission (Terms & Condition for recognition and issuances of Renewable Energy Certificate for Renewable Energy Generation) Regulations, 2010 notified by CERC vide Notification dated 14.1.2010 and amended time to time.
  9. "**Collector**" means Collector of a district as defined in the Rajasthan Land Revenue Act and includes every officer authorized to discharge the duties of Collector under the Act/Rules/executive orders of the Government of Rajasthan.
  10. "**CSP**" means Concentrated Solar Power.
  11. "**Discom of Rajasthan**" means a distribution licensee, such as Jaipur Discom, Jodhpur Discom and Ajmer Discom.
  12. "**District Level Committee**" or "**DLC**" means the committee constituted by the State Government for a District from time to time under Clause (b) of sub-rule (I) of rule 2 of the Rajasthan Stamps Rules, 2004.
  13. "**Developer**" means a person who develops and/or maintains Wind Power Projects/Wind-Solar Hybrid Projects and also creates and/or maintains common infrastructure facilities.
  14. "**Financial year**" means a period commencing on 1<sup>st</sup> April of a calendar year and ending on 31<sup>st</sup> March of the subsequent calendar year.
  15. "**Form**" means a form appended to this Policy.
  16. "**Force Majeure**" means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the Developer /Power Producer or and which results in Developers'/Power Producers' inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightning, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.
  17. "**Grid Code**" means Rajasthan Electricity Regulatory Commission (Rajasthan

Electricity Grid Code) Regulations, 2008 / Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010 as amended from time to time.

18. **“Government”** and **“State”** means the Government of Rajasthan and the State of Rajasthan respectively.
19. **“Interconnection Line”** means Transmission /Distribution Line connecting Generating Plant Sub-station / Pooling Sub-station of Developer /Power Producer to Receiving Sub-station of RVPN /Discom's of Rajasthan.
20. **“Inter-connection Point”** shall mean a point at EHV substation of Transmission Licensee or HV substation of distribution licensee, as the case may be, where the electricity produced from the RE generating station is injected into the Rajasthan Grid.
21. **“IREDA”** means Indian Renewable Energy Development Agency.
22. "Licensee" includes a person deemed to be a licensee under Section 14 of the Electricity Act, 2003.
23. **“MNRE”** means Ministry of New and Renewable Energy, a Central Government Ministry responsible to develop and deploy new and renewable energy for supplementary energy requirement of the country.
24. **“Nodal agency”** means Rajasthan Renewable Energy Corporation Limited (RREC) or any other agency designated by Government of Rajasthan for promotion of electricity generation from renewable energy sources.
25. **“NVVN”** means NTPC Vidyut Vyapar Nigam, a wholly owned subsidiary company of NTPC.
26. **“Person”** means an individual or a firm / company registered under the Company's Act 1956.
27. **“Pooled Cost of Power Purchase”** means the weighted average price at which the distribution licensee has purchased the electricity including the cost of self-generation, if any, in the previous year from all the energy suppliers excluding short-term power purchases and those based on renewable energy.
28. **“PPA”** means Power Purchase Agreement
29. **“Policy-1999”** means Policy for Promoting Generation of Power through Non-Conventional Energy Sources issued on 11<sup>th</sup> March, 1999.
30. **“Policy-2000”** means Policy for Promoting Generation of Power from Wind issued on 4<sup>th</sup> February, 2000.
31. **“Policy-2003”** means Policy for Promotion of Electricity Generation from Wind issued on 30<sup>th</sup> April, 2003.
32. **“Policy-2004”** means Policy for Promoting Generation of Electricity through Non-Conventional Energy Sources issued on 25.10.2004 as amended from time to time.
33. **“Pooling Sub-station”** means sub-station developed by the Developer for interface with the Receiving Sub-station.
34. **“Project Capacity”** means the maximum AC capacity at the delivery point
35. **“Receiving Sub-station”** means EHV/HV Sub-Station developed by

RVPN/Discom of Rajasthan for evacuation of power generated from Renewable Energy Sources.

36. **“Renewable Energy Certificate”** or “REC” means the Renewable Energy (Non-Solar) Certificate issued by the Central Agency in accordance with the procedure prescribed by it and under the provision specified in this regard by the Central Electricity Regulatory Commission (Terms & Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations, 2010.
37. **“Renewable Energy Power Plants”** means the power plants other than the conventional power plants generating grid quality electricity from Renewable Energy Sources.
38. **“Renewable Energy Sources”** means and includes non-conventional renewable generating sources such as solar including its integration with combined cycle, as approved by the Ministry of New & Renewable Energy, Government of India.
39. **“RERC”** means Rajasthan Electricity Regulatory Commission.
40. **“RERC REC Regulations”** means Rajasthan Electricity Regulatory Commission (Renewable Energy Certificate and Renewable Purchase Obligation Compliance Framework) Regulations, 2010 notified by RERC vide Notification dated 23.12.2010 amended from time to time.
41. **“RREC”/“RRECL”** means Rajasthan Renewable Energy Corporation Ltd.
42. **“RVPN”** means the Rajasthan Rajya Vidyut Prasaran Nigam Limited.
43. **“RUVN”/ “RUVNL”** means the Rajasthan Urja Vikas Nigam Limited.
44. **“RPO”** means Renewable Purchase Obligation.
45. **“Solar Farm/Park”** means a group of solar power plants in the same location used for the generation of electric power.
46. **“Solar Power Park Developer”** means a person who develops and / or maintains solar parks and also creates and / or maintains common infrastructure facilities.
47. **“Solar Power Producer”** means a person that makes an investment for setting up of solar power project and generating electricity from solar energy.
48. **“Solar Plant/Solar Power Plant”** means a power plant or system utilizing solar energy through solar photo-voltaic or concentrated solar thermal devices.
49. **“Schedule Commissioning Period”** means the scheduled period of the completion of the project counted from the date of Final Approval by SLEC to the date of “COD”.
50. **“SECI”** means the Solar Energy Corporation of India.
51. **“SLEC”** means State Level Empowered Committee constituted under the provisions of this Policy.
52. **“SLSC”** means State Level Screening Committee constituted under the provisions of this Policy.
53. **“State Agency”** means Rajasthan Renewable Energy Corporation Ltd. or any other agency designated by the Rajasthan Electricity Regulatory Commission for accreditation and recommending the Renewable Energy Project for registration with Central Agency in accordance with the procedure prescribed by it and under

the provisions specified in the CERC REC Regulations.

54. **“State Load Dispatch Centre”** or **"SLDC"** means the centre established by the State Government for the purposes of exercising the powers and discharging the functions under Section 31 & 32 of the Electricity Act, 2003.
  55. **“Tariff”** means the schedule of charges for generation, transmission, wheeling and supply of electricity together with terms and conditions for application thereof.
  56. **“Wind Farm”** means a group of wind turbines in the same location used for production of electric power.
  57. **“Wind-Solar Hybrid System/Plant”** means Power Plants established by hybridization of Wind and Solar Power.
  58. **“WRA”** means Wind Resource Assessment.
  59. **“WTG”** means Wind Turbine Generator.
  60. **"WBA"** means Wheeling and Banking Agreement.
- 4.2. The terms not defined above will have their usual meanings.

## **5. Target of Wind Power-**

### **5.1. This policy aims to achieve the following targets:**

- 5.1.1 The target of 2000 MW Wind Power capacity for fulfillment of Renewable Purchase Obligation (RPO) of State Discoms in respect of wind energy as determined by RERC up to 2023-24. Discoms/RUVNL may procure Wind Energy beyond the RPO as per their requirement and commercial viability.
- 5.1.2 In addition to above capacity, State will endeavour to develop Wind Power Projects for captive consumption within the State and for sale to parties other than Discoms of Rajasthan within the State and outside the State.

### **5.2. This policy also aims to promote the Wind Energy with the following:**

- 5.2.1. Promotion of Wind Power Projects with Storage Systems
- 5.2.2. Promotion of Repowering of Wind Power Projects
- 5.2.3. Strengthening of Transmission and Distribution Network for Renewable Energy.
- 5.2.4. Promotion of Wind Resource Assessment Programme
- 5.2.5. Promotion of manufacturing industries of Wind Energy Equipments.

## **6. Generation of Power from Wind Energy:-**

### **6.1. Wind Power Plants for direct sale/sale of power to Discom(s) of Rajasthan up to RPO limit:**

#### **6.1.1. Wind Power Plants for sale of power to Discom(s) of Rajasthan which have been finally approved by SLEC before 31.03.2016**

The State will allow setting up of wind power plants which had already been approved before 31.03.2016 by the State Level Empowered Committee under Wind Policy, 2012 for sale of power to Discoms of Rajasthan at the weighted average tariff determined through competitive bidding from the first lot of wind power project for fulfillment of Renewable Purchase Obligation (RPO) target.

#### **6.1.2. Wind Power Plants for sale of power to Discom(s) of Rajasthan through competitive bidding process.**

The State will promote setting up of Wind Power Projects for sale of power to Discoms of Rajasthan on the tariff discovered through competitive bidding process to fulfill Renewable Purchase Obligation (RPO) target fixed by RERC. Discoms/RUVNL may procure Wind Energy beyond RPO requirements as per their requirement and commercial viability.

**The Bidding for wind projects will be conducted on Intra-State basis as per requirement.**

**6.2. Utility Grid Power Projects for captive use within State/Third Party sale within and outside of the State of Rajasthan:**

- 6.2.1. The State will promote setting up of Wind Power Plants for Captive Use/3<sup>rd</sup> party sale for consumers within the State. The Maximum permissible capacity of individual plant will be limited to **“Average Annual Demand (MW)”**.
- 6.2.2. The State will promote to set up Wind Power Projects for 3<sup>rd</sup> party sale outside the State.
- 6.2.3. Such Power Producers will also be eligible for RE (Non-Solar) Certificate as per Orders/Regulations of the appropriate Commission issued in the regard.
- 6.2.4. The installation of such Power Plants without registration in RREC and without prior approval of competent authority as per policy provisions will be liable to be disconnected from the Grid.
- 6.2.5. **The Power Plants already commissioned before commencement of this Policy will continue to be governed by the Policy/Regulations prevailing at the relevant time.**

**6.3. Utility Grid Power Projects for sale through RE (Non-Solar) Certificate Mechanism:**

- 6.3.1. RREC **will not entertain new application** for Registration of Wind Power Projects under REC Scheme for sale of power to Discoms at APPC Rate. Further, new Power Projects under REC mechanism will not be approved by the SLSC.
- 6.3.2 However, Power generated from projects commissioned on or before 31.03.2019 shall be purchased by Discoms of Rajasthan as per RERC Orders/ Regulations issued from time to time. The Wind Power Producer will sell RE (Non-Solar) certificates as per the Regulations/Orders of appropriate commission.

**6.4 Wind Power Projects with Storage Systems:**

- 6.4.1 The State shall promote Wind Power Projects with storage systems to reduce the variability of output of Wind Power into the grid and to ensure availability of firm power for a particular period.
- 6.4.2 Total capacity under clause 6.4.1 will be 5% of RPO target in MW including Solar/Wind-Solar Hybrid with Storage and shall be in addition to the RPO target. Power generated from these plants shall be procured by Rajasthan Discoms at a tariff discovered through Competitive Bidding Process.
- 6.4.3 The State will promote Wind Power Projects with storage systems for captive use/Third Party Sale.
- 6.4.4 The State will support and provide grants/facilities for Research and Development on Technologies of Storage Systems.

**7. Repowering of Wind Power Projects:**



The state will promote Repowering of existing wind turbines of capacity below 1MW which have remained in operation for at least 10 years. Other provisions will be as per the guidelines/policies issued by MNRE from time to time.

- 7.1. In case of power being procured by State Discoms through PPA, the power generated corresponding to average of last three years' generation prior to repowering would continue to be procured on the terms of PPA in-force and remaining additional generation may be purchased by Discoms at a tariff discovered through competitive bidding in the State at the time of commissioning of the repowering project.
- 7.2. The Wind Power Producer shall also be allowed to use the additional generated power for captive use/third party sale.

## **8. Purchase of Wind Power by Discoms:**

- 8.1 The minimum Renewable Purchase Obligations (RPO) for the Discoms of Rajasthan shall be governed by the relevant orders of RERC.
- 8.2 The Discoms of Rajasthan will purchase the power produced by the wind power projects sanctioned under clause 6.1(6.1.1 & 6.1.2), 6.3, 6.4.2 and 7.1 of this Policy.

## **9. Transmission and Distribution of Wind Energy:**

### **9.1. Grid Interfacing:**

The grid interfacing arrangements for power using Wind as Renewable Energy Sources will be made by Developer/RVPN/ Discom as under:-

#### **i. Pooling Sub-station-**

Interfacing arrangements such as transformers, panels, kiosks, protection, metering, HT lines from the points of generation to the Pooling Sub-station including the Pooling Sub- station shall be developed and maintained by the Developer as per the Grid Code applicable from time to time and the entire cost for this will be borne by them.

#### **ii. Receiving Sub-station-**

RVPN/Concerned Discom shall finalize the location of Receiving Station in consultation with RREC on which the electricity generated will be received at minimum 33 kV level.

### **9.2. Grid Connectivity**

For creation of proper facility for receiving power at the receiving sub-station of RVPN/Discom, Developer/Power Producer shall pay grid connectivity charges, as finalized by RERC from time to time to RVPN/Discom as the case may be. These charges will be paid by the Developer/Power Producer to RVPN/Discom as the case may **before signing of Transmission/Wheeling/Connectivity Agreement**. These charges include cost of complete line bay (including civil works) and its interconnections with existing electrical system. Line bay included breakers, CTs, CVTs/PTs, isolators and protection equipments, bus bar material and other allied materials.

### **9.3. Transmission and Distribution Network Augmentation**

- 9.3.1. For augmentation of transmission/distribution systems to evacuate the power

from receiving Sub-station, RVPN/Discom shall develop/augment the necessary transmission/ distribution network within mutually agreed timeframe.

- 9.3.2.** For grid connectivity/construction of line to be arranged by RVPN/Discom, the Developer/Power Producer shall submit period for construction of Wind Farm along with Bank Guarantee equivalent to the cost of bay and dedicated transmission/distribution line with an undertaking to use the system within prescribed period. In case there is any delay in utilization of system, a recovery @ 9% per annum for the period of delay on the amount of Bank Guarantee will be levied by RVPN/Discom. The Bank Guarantee shall be returned to the Developer/Power Producer after commissioning of the project on depositing amount of penalty, if any on account of delay in the utilization of the system.
- 9.3.3.** In case line bay and grid connectivity has been made by RVPN at a particular System Voltage (say 33kV) and Solar Power Producer at a later date wants to supply the power on higher voltage (say 132kV), on feasibility, the requisite modification, viz. addition of line bay on higher voltage, interconnection with main bus etc. shall be done by RVPN as a deposit work on behalf of the Power Producer.
- 9.3.4.** In case Power Producer first connects his feeder to Discom's substation and later on wants to connect his feeder to RVPN's Sub-station, the additional line shall be constructed by Power Producer and the addition of line bay in RVPN substation shall be done by RVPN as deposit work on behalf of Power Producer.
- 9.3.5.** RVPN/DISCOM shall provide the inter-connection facility one month before scheduled COD as intimated by the Developer subject to condition that the grid connectivity charges are deposited by the Developer/Power Producer, and sufficient time is available with RVPN/Discom for creating the interconnection facility.
- 9.3.6.** The Developer/Power Producer shall install necessary current limiting devices such as Thyristor in the generating equipment. Capacitors of sufficient rating shall also be provided to ensure that the average power factor is maintained as per requirements of State Load Dispatch Centre, measured at metering point of the Wind Farm.
- 9.3.7.** The power injection beyond the nominal voltage range of 97% - 103% may attract VAr charges as per the relevant Grid Code.
- 9.3.8. In case the wind Power Producers injects more than approved/contracted power into the Grid then such power plant will be liable to be disconnected till such time the excess installed capacity is removed/decommissioned.**
- 9.3.9. Reactive Power Charges**

The drawl of reactive power shall be charged by RVPN/Discoms as per the RERC orders, as amended from time to time.

**9.4. Time line for utilization of Power Evacuation Facilities:**

- 9.4.1 For providing evacuation facilities to the Developers/ Power Producers, RVPN/Discoms will display the availability of transformation capacity and bay availability on its websites and the approval will be granted in prescribed time frame, as may be decided by RVPN/Discoms.
- 9.4.2 The Power Evacuation facilities granted by Discoms/RVPN will be utilized by

Developers/Power Producers within 3 years from the date of approval otherwise power evacuation approval may be cancelled and same may be allotted to other developers/producers who have been allocated project capacity through bidding process on priority basis.

## **9.5 Scheduling & Forecasting**

9.5.1. All Solar and Wind Power Project shall forecast and schedule their generation as per Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2010, RERC (Intra-state ABT) Regulation, 2006, RERC (Rajasthan Electricity Grid Code) Regulation, 2008 and **RERC (Forecasting, Scheduling, Deviation Settlement and Related Matters of Solar and Wind Generation Sources) Regulations, 2017** amended from time to time. Actual generation beyond a limit as prescribed in these regulations may attract UI/DSM charges as per prevailing Grid Code and regulations.

9.5.2. In order to get relaxation in the provisions of the Regulations issued by RERC regarding Scheduling and forecasting for Wind **& Solar**, the SLDC, Rajasthan will study impact of DSM on RE Power generator in comparison to conventional power and submit proposals to the RERC for suitable amendments.

9.5.3. A committee consisting of following members under the Chairmanship of Chairman & Managing Director, RVPN shall be constituted for implementation and monitoring of Solar & Wind generation forecasting and scheduling:

1. Director (Operation), RVPN.
2. Director (Technical), RVPN.
3. Director (Technical), RREC.
4. Chief Executive Officer, RUVNL
5. In charge of SLDC, RVPN – Convener
6. Two members appointed by the State Government from the persons of eminence in power sector and representatives of wind & Solar Power industry.

The Energy department will be the Administrative Department of this committee.

9.5.4. For the stability of Grid, the State will initiate steps to achieve accurate scheduling and forecasting of RE Power Projects with the technical support from MNRE/NIWE. RVPN/SLDC Rajasthan will collaborate with NIWE for Scheduling & Forecasting of RE Projects.

### **9.6. Transmission line from Pooling Sub Station to Receiving Sub-station:**

The evacuation system beyond Pooling Sub-station till the nearest Receiving Sub-Station shall be developed as under:

#### **9.6.1. Grid Connected Wind Power Plants commissioned under clause 6.2, 6.4.3 & 7.2**

The power evacuation transmission line from the Pooling Sub-station to the RVPN/Discom Receiving Sub-station will be laid as per provisions of the orders of RERC.

#### **9.6.2 Grid Connected Wind Power Plants commissioned under clause 6.1.2, 6.4.2 & 7.1**

The power evacuation transmission line from pooling sub station to Receiving Sub-station of RVPN/Discoms of Rajasthan will be laid as per provision of bid document and Power Purchase Agreement.

- 9.7 The Developer/Power Producer shall comply with Grid Code including Load Despatch and System Operation Code, Metering Code, Safety Code, relevant regulations /orders of the Commission etc. as applicable from time to time in the State of Rajasthan.

#### **10. Power Purchase Agreement:**

The Power Purchase Agreement between the Developer/ Power Producer/ and Discoms of Rajasthan/RUVNL will be executed in the following manner:

##### **10.1. Wind power plants for direct sale/ sale of power to Discom(s) of Rajasthan**

10.1.1. For the projects sanctioned under clause 6.1.1, the Power Purchase Agreement will be executed between RUVNL/Discoms of Rajasthan and Developer/Power Producers.

10.1.2. For the projects sanctioned under clause 6.1.2, the Power Purchase Agreement will be executed between Discoms of Rajasthan / Rajasthan Urja Vikas Nigam Limited (RUVNL) and successful bidders/Power Producers as per the provisions of bid documents at the tariff discovered through process of competitive bidding.

10.1.3. The PPA of the Wind Projects selected through competitive bidding under clause 6.1.2,6.4.2 & 7.1 will be executed as per as terms and condition of the Bid Document.

10.1.4. In case of Power Purchase Agreements already entered into on the basis of Feed in Tariff, the Power Producers will be allowed to migrate to Captive/Third Party Sale with the consent of the Power Procurer.

##### **10.2. Wind power plants for captive use/third party sale within the state of Rajasthan (clause 6.2 ,6.4.3& 7.2):**

For the projects sanctioned under above clause, the Developer/Power Producer shall execute a Wheeling and Banking Agreement with Discom(s) for such banking. In case, transmission system of RVPN is also used then Power Producer and Developer will execute separate Transmission Agreement with RVPN.

##### **10.3. The PPA of the Wind Power projects commissioned up to 31.03.19 under REC Mechanism shall be executed as per provision of RERC REC Regulations 2010 as amended from time to time.**

##### **10.4. Assignment of PPA**

PPA/WBA may be allowed to be assigned in parts or full to other parties after completion of the project and its connectivity to the grid, with the consent of RREC & RVPN/Discom(s) on payment of Rs. 2.00 lac per application to RREC. The GST will be payable as applicable from time to time.

10.5. In case of project being financed, the name of Project Lender/ Financing Institution will be included in PPA on request of developer/ power producer.

##### **10.6. Settlement of Accounts**

The account of all transactions between the Power Producer and the Discom/RUVNL/RVPN regarding price of power and Transmission/wheeling charges shall be settled on monthly basis.

#### **11 Incentives/ Facilities available to Wind Power Projects**

11.1. **Exemption from Electricity Duty-**

The energy consumed by the Wind Power Producer for his own captive use will be exempted from payment of the electricity duty from the date of commencement of this policy within state.

11.2. **Grant of incentives available to Industries:**

Generation of electricity from Wind Power Plant shall be treated as eligible industry under the schemes administered by the Industries Department and incentives available to industrial units under Rajasthan Investment Promotional Scheme (RIPS) and amendmend therein from time to time shall be available to the wind Power Projects.

11.3. **Banking:**

Banking will be allowed as per the RERC regulations

11.4. Transmission and Wheeling charges:

Tranmsmission and Wheeling charges for the Wind Power Projects will be governed by RERC **Orders/Regulations.**

**12. Allotment of land for establishing Wind Power Generation Projects-**

12.1. The allotment of land to the Wind Power Developers can be done as per the provisions of Rajasthan Land Revenue (Allotment of Land for setting up of Power plant based on Renewable Energy Sources) Rules, 2007 as amended from time to time.

12.2. For setting up of Wind Power Project, maximum allotable land to the Developer shall be **3 Hect. /MW**

Note: For the wind power projects with storage system, additional land will be allotted as per the rules of the Revenue Department, GoR.

12.3. RREC will recommend the case of land allotment to concerned District Collector only on submission of cash security deposit of **Rs. 3 lac/ MW** by Demand Draft/RTGS in favour of RRECL, Jaipur. The security deposit will be refunded **in proportionate manner on the basis of commissioned capacity on the written request of the developer.** The security deposit will be forfeited in case allotment of land is cancelled as per provision of the rules mentioned at 12.1. Security Deposit will be refunded if land is not allotted.

12.4. Sub-Lease of part of land in favor of Power Producer will be permitted as per the Rajasthan Land Revenue (Allotment of Land for setting up of Power plant based on Renewable Energy Sources) Rules, 2007 as amended from time to time. Sub-Lease will be done by the concerned District Collector on recommendation of RREC before or after commissioning of WTG. In case sub lease is done after commissioning of WTG, the stamp duty shall be levied on land cost only.

12.5. **Procurement of private land for establishing Wind Generation Projects:**

The State will promote setting up of Wind Power Plant / Wind Farm on private land. Khatedar shall be permitted to set-up Wind Power Project on his holding or to sub-let his holding for setting up of such projects without the requirement of

land conversion in accordance with the provisions of Rajasthan Tenancy Act 1955 and Rajasthan Land Revenue Act 1956.

Wind Power Developer will be allowed to purchase private land from the Khatedar for setting up of wind power plants in excess of ceiling limit prescribed in the Ceiling Act, 1973 with the prior approval of the State Govt.

- 12.6. No wind generation project can be set up if the land falls in the areas like National Parks and Sanctuaries, Area of Outstanding Natural Beauty (AONBs), Natural Heritage Site, sites of Archeological importance and sites of Special Scientific Interests and other important landscapes.

In case of any issue with regard to National Security, the directions of appropriate competent authority shall have to be followed.

### **13. RREC to act as Nodal Agency for:**

- a) Registration of projects.
- b) Approval of projects.
- c) Selection of projects by process of competitive bidding on request of RUVNL/Discoms.
- d) Facilitating allotment of Government land.
- e) Facilitating approval of power evacuation plan and allocation of bays etc.
- f) Facilitating execution of PPA/WBA with Discoms of Rajasthan/RVPN/NVVN/SECI/RUVN (as may be applicable).
- g) Arranging other statutory clearances/approvals.
- h) Co-ordination with MNRE/NIWE/Discoms of Rajasthan/RVPN/Central Agency/State Agency.
- i) Accreditation and recommending the Wind/Wind-Solar Hybrid Power Projects for registration with Central Agency under REC mechanism.

### **14. Registration of Wind Power Projects:**

- 14.1. The Developer/Power Producer will submit an application to RREC in prescribed Performa "**Form-A**" appended with the Policy along with requisite documents.
- 14.2. The Developer/Power Producer will deposit an amount of Rs. 50,000/- per MW with RREC towards processing fee, which shall be non-refundable. The **GST** shall also be payable extra as applicable from time to time.
- 14.3. The Wind Power Projects, which have been registered under Policy, 2012, will be deemed to have been registered under this Policy, 2019 on the same registration Number allotted earlier. These power projects will be governed by provisions of this Policy.
- 14.4. **Registration of the projects by RREC will not confer any right on the Developer/Power Producer and** will not create any obligation on the part of RREC
- 14.5. For the projects under RE (Non-Solar) certificate mechanism in addition to the registration with RREC, the Power Producers will have to deposit accreditation/registration fee with State Agency/Central Agency as per procedure laid down by the regulations/orders of the appropriate Commission.

- 14.6. Developer/Power Producer can transfer its registered capacity or part thereof to its 'holding, 'subsidiary', 'fellow subsidiary or 'ultimate holding' company with the prior approval of RREC on payment of 50% amount of Registration Charges.
- 14.7. "Developer/Power Producer can transfer the registered capacity or part thereof from one registration to its another registration with the prior approval of RREC on payment of 25% amount of Registration Charges

**15. State Level Screening Committee (SLSC) for Wind/Wind-Solar Hybrid Projects**

The State Level Screening Committee (SLSC) consisting of the following will be constituted for in principle clearance of the projects:-

- i) Principal Secretary/Secretary, Energy, Government of Rajasthan
- ii) Chairman & Managing Director, RVPN
- iii) Managing Director, RREC
- iv) Managing Director JVVNL/AVVNL /JdVVNL /RUVNL
- v) Director (Finance), RREC
- vi) Director (Technical), RREC - Convener

**16. In principle clearance of Wind Power Projects:**

**16.1 In Principle Clearance of Wind Projects under Clause 6.2, 6.4.3 & 7.2**

In principle clearance of projects under clause 6.2, 6.4.3 & 7.2 will be granted by the State Level Screening Committee after evaluating/examining the project proposals on the following criteria:

- Detailed Project Report.
- Financial Capability of the Power Producer.
- Availability of land.
- Status of Power Evacuation System for proposed project.
- Documentary Evidence of Power Purchase Agreements in case of sale to 3<sup>rd</sup> Party through Open Access.

**16.2 For projects under Clause 6.1.2, 6.4.2 & 7.1:**

These projects will be governed by the provisions of the Bid Documents and will not require in-principle clearance from SLSC.

## **17 Security Deposit:**

### **17.1. For projects under Clause 6.2, 6.4.3 & 7.2**

- 17.1.1. After in-principle clearance of the projects under clause 16.1 by the State Level Screening Committee (SLSC), the Developers/ Power Producers will be required to deposit security amount @ Rs 5 Lac/MW in the form of DD/RTGS **within one month without interest and within 3 months with interest @ 9% per annum** from the date of issue of in-principle clearance. In case Power Producer fails to deposit security money within stipulated time as above, then the in-principle clearance shall be deemed to be cancelled without any notice.
- 17.1.2. The Developer/Power Producer, who has submitted the project security within prescribed time period, shall be required to apply for final approval within 6 months from the date of issue of in-principle clearance, failing which in-principle clearance shall be deemed to be cancelled without any notice.
- 17.1.3. **In case the Wind Power Developer/ Producer wants to withdraw his project within 6 months of depositing the security deposit or the In-principle clearance has cancelled under deemed provision of Clause 17.1.2, then 25% Security amount will be forfeited and balance 75% amount of the Security will be refunded to the developer/ power producer on his written request.**
- 17.1.4. The security amount deposited by the Power Developer/Producer shall not be convertible or transferable.
- 17.1.5. The security deposit shall be refunded to the Power Developer/ Producer in proportion to the capacity commissioned on his written request after commissioning of such capacity **and the rest shall be forfeited after the expiry of the scheduled commissioning period.**
- 17.1.6. In case Developer/Power Producer fails to commission the Power Plant within the time schedule including extension as per Clause 20.1.2, the security deposit shall be forfeited.

### **17.2. For projects under clause 6.1.2, 6.4.2 & 7.1**

The security deposit will be governed by provision of bid document and power purchase agreement.

## **18 State Level Empowered Committee (SLEC) for Wind/Wind-Solar Hybrid Projects**

All in principle cleared projects will be submitted to the State Level Empowered Committee (SLEC) for final approval. The State Level Empowered Committee shall consist of following members:-

- i) Chief Secretary, GoR (Chairman).
- ii) Principal Secretary, Revenue, GoR.
- iii) Principal Secretary/Secretary, Energy, GoR.
- iv) Principal Secretary, Water Resources Department, GoR.
- v) Chairman, Rajasthan Renewable Energy Corporation Ltd.
- vi) CMD, Rajasthan Vidyut Prasaran Nigam Ltd.



- vii) Pr. Chief Conservator of Forest (HoFF), Forest Department, GoR.
- viii) District Collector of concerned District- Special Invitee.
- ix) MD, Rajasthan Renewable Energy Corporation Ltd., (Member- Secretary).

## **19 Wind Resource Assessment Programme:**

For utilization of wind as an energy source, Wind Resource Assessment (WRA) studies had been carried out by MNRE at various locations in the State. The MNRE has also permitted independent private participation for WRA. Looking to the immense potential assessed in the limited locations, RREC will also allow wind energy resource assessment studies for additional locations by private developers.

### **19.1 Registration for establishment of wind monitoring station for wind resource assessment studies-**

**19.1.1** For carrying out wind resources assessment studies, Developer shall select the location for establishment of wind monitoring station and shall register the application with RREC in prescribed Performa “**Form-B**” appended with the Policy along with the required documents, attachments as applicable.

**19.1.2** Along with application, the Developer shall deposit an amount of Rs.10,000/- per site with RREC towards processing fee, which shall be non-refundable. The **GST** will be payable extra as applicable from time to time. Fee, if any, payable to **NIWE** will be extra as applicable.

### **19.2 Allotment of land for setting up of Wind Monitoring Station-**

The Government land up to 150mx150m required for setting up of wind monitoring station shall be allotted on temporary basis to the Developer/Power Producer for maximum period of 3 years at DLC rate. The allotment for such land shall be done at the level of concerned District Collector on the recommendation of RREC. After completion of wind assessment studies, the wind monitoring station shall be dismantled at the cost of Developer and land shall revert back to the State Government free from all encumbrances.

### **19.3. Requirement of No Objection Certificate from Gram Panchayat for allotment of land for establishment of wind monitoring station -**

No N.O.C. will be required from Gram Panchayat for allotment of Siwai Chak land for establishment of wind monitoring station.

### **19.4 General Guidelines for Wind Resource Assessment Studies -**

19.4.1 The Developer shall follow the guidelines for wind resource assessment studies issued by Ministry of New & Renewable Energy from time to time.

19.4.2 All the costs including installation of wind monitoring station with accessories and its O&M expenses shall be borne by Developer.

- 19.4.3 The Developer shall submit NIWE report to RREC on completion of wind resource assessment studies.
- 19.4.4 The Developer shall not be entitled to claim any cost/charges and expenses and incidental charges incurred by him in connection with the studies for submission of NIWE report to RREC.
- 19.4.5 Purchase and acquisition of private land, if any shall be sole responsibility of the Developer.
- 19.4.6 The Developer shall take necessary permissions of forest department, wherever required under forest conservation act before installation of wind monitoring station. The wind monitoring station would be installed by the Developer after completing various formalities with the forest department. Compliances of various orders passed by Hon'ble Court would also be ensured by the Developer.

**20. Time frame for completion of Wind Power Project:**

The time frame for completion of projects sanctioned under this Policy will be as follows:

**20.1. Time frame for completion of projects sanctioned under clause 6.1.1, 6.2, 6.4.3 & 7.2**

20.1.1. The timeframe for completion of project, subject to force majeure conditions, would be as follows from the date of “Final Approval”:

<b>Project Capacity</b>	<b>Completion Schedule</b>
Up to 25 MW	8 Months
Above 25 MW- 50 MW	14 Months
Above 50 MW - 75 MW	18 Months
Above 75 MW - 100 MW	22 Months
Above 100 MW	26 Months

20.1.2. The RREC may extend the completion schedule of the project given in clause 20.1.1 above, on the written request of the Developer giving convincing reasons for delay in the completion of the project beyond scheduled commissioning period. The charges for time extension shall be as under:

<b>Time period</b>	<b>Amount payable for extension</b>
Up to two-month extension in the date of scheduled commissioning	Rs.25000/MW
Beyond Two month and up to four-month extension in the date of scheduled commissioning	Rs.50000/MW

Up to nine-month extension in the date of scheduled commissioning	Rs.100000/MW
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- 20.1.3. The Board of Directors of RREC will be empowered to determine the period of delay on account of force majeure conditions as well as on merits of the case and condonation of delay thereof as given at clause 20.1.1. Accordingly, the Board shall also be empowered to relax the extension charges as mentioned at clause 20.1.2 on merits of the each case.
- 20.1.4. In case the Project is delayed beyond nine months and is not considered by the Board of Directors for further extension, in such case the matter shall be decided by SLEC for relaxation by granting further extension afresh or for cancellation of the Project and forfeiture of Security Deposit thereof.
- 20.1.5. For the purpose of calculating the time period for completion of project, the date of issue of certificate by Electrical Inspector, Govt. of Rajasthan for energizing the Wind Turbine and lines from the Wind Turbine to the pooling station will be considered, provided that the Power Producer has submitted relevant PPA/WBA. In case the PPA/WBA is submitted after issue of certificate by Electrical Inspector, the date of submission of PPA/WBA will be treated as date of completion of project. However, Payment towards the energy supplied to the Discom shall be governed by the provision of PPA executed by the Developer, Power Producer and Discom(s).
- 20.2. **Time frame for completion of projects sanctioned under 6.1.2, 6.4.2 &7.1**  
The time frame for completion of projects will be governed by provisions of bid document and power purchase agreement.

## **21. Manufacturing of Wind Energy Sources equipments:**

The Government intends to promote manufacturing facilities for Wind Energy Equipments in Rajasthan that can develop the Renewable Eco system and support job creation potential in the state with following benefits:

- i. Priority allotment of land into RIICO Industrial area.
- ii. Exemption/relaxation in electricity duty/Stamp duty as per orders of State Govt.

The manufacturers registered under MSME category will be supported by the State Govt. and they will also be eligible for exemption/relaxation granted under RIPS by Department of Industry, GoR.

## **22. Special Provisions for Wind-Solar Hybrid Projects**

### **22.1. Introduction**

- 22.1.1 Solar and wind power being unpredictable and variable in nature, pose certain challenges on grid security and stability. Studies revealed that in India, solar and wind resources are complementary to each other and hybridization of these two technologies would help in minimizing the variability apart from optimally utilizing the infrastructure including land and transmission system

- 22.1.2 Superimposition of wind and solar resource maps shows that there are large areas where both wind and solar have high to moderate potential.
- 22.1.3 Suitable policy interventions are therefore, required not only for new wind-solar hybrid plants but also for encouraging hybridization of existing wind and solar plants
- 22.1.4 To smoothen the wind-solar hybrid power further, appropriate capacity of battery storage may also be added to the project

**22.2. Objective:**

The objective of this Policy is

- a) To provide a framework for promotion of large grid connected Wind-Solar PV Hybrid system for optimal and efficient utilization of transmission infrastructure and land, reducing the variability in renewable power generation and achieving better grid stability.
- b) Optimal utilization of transmission infrastructure.
- c) To encourage new technologies, methods and way outs involving combined generation of Wind & Solar Power and other emerging technologies like Storage Systems.
- d) To promote setting up of the Wind-Solar Hybrid Power Projects for sale to Discoms/RUVNL as per their requirement and commercial viability.
- e) The small Solar-Wind Hybrid systems will also be promoted.

In addition to above, State will endeavour to develop Wind-Solar Hybrid Power Projects for sale to parties other than Discoms of Rajasthan for captive consumption within the State of Rajasthan and 3rd Party Sale within and outside the State.

**22.3. Target:**

Initially, the Policy aims to achieve a target of 500 MW up to 2021-22 in the State. A decision to scale up will be taken on the basis of experience gained,

**22.4. Generation of Power from Wind-Solar Hybrid Projects:**

22.4.1. The State will promote generation of Wind-Solar Hybrid Power Projects for optimal and efficient utilization of transmission infrastructure, land and to achieve better grid stability under following categories:

- (a) Sale to the Discoms at tariff discovered through transparent bidding process.
- (b) Captive Use within State and Sale to Third Party within and outside State through open access

The power procured from the hybrid project may be used for fulfilment of solar RPO and non-solar RPO in the proportion of rated capacity of solar and wind power in the hybrid plant respectively or as per the Orders/Regulations issued by appropriate Commission.

22.4.2. Under the category of Wind Solar Hybrid Power Projects, the important aspect would be related to the sizing -which would depend on the resource

characteristics. In order to achieve the benefits of hybrid plant in terms of optimal and efficient utilization of transmission infrastructure and better grid stability by reducing the variability in renewable power generation, in the locations where the wind power density is quite good, the size of the solar PVs capacity to be added as the solar-hybrid component could be relatively smaller.

On the other hand, in case of the sites where the wind power density is relatively lower or moderate, the component of the solar PV capacity could be relatively on a higher side.

However, a wind-solar plant will be recognized as hybrid plant if the rated power capacity of one resource is at least 25% of the rated power capacity of other resource.

22.4.3. For simplicity purpose, the plants are divided into two categories:

**Type-A Projects (Hybridization of existing Wind/Solar Projects):**

This category includes conversion of existing /under construction Wind or Solar Power Plants into Hybrid Projects.

**Type-B Projects (New Projects)**

This includes new Wind-Solar Hybrid power generation projects which are not registered with RREC till the date of issuance of this policy.

All fiscal and financial incentives available to wind and solar power projects will also be made available to hybrid projects.

22.4.4. **Wind-Solar Hybrid Projects with Storage Systems:**

- a. The State shall promote Wind-Solar Hybrid Power Projects with storage systems to reduce the variability of output of the Power into the grid and to ensure availability of firm power for a particular period.
- b. Total capacity under clause 22.4.4(a) will be 5% of RPO target in MW including Wind/Wind-Solar Hybrid with Storage and shall be in addition to the RPO target. Power generated from these plants shall be procured by Rajasthan Discoms at a tariff discovered through Competitive Bidding Process
- c. The State will promote Wind-Solar Hybrid Plants with storage systems for captive use/Third Party Sale.
- d. State will support and provide grants/facilities for Research and Development on Technologies of Storage Systems with Wind-Solar Hybrid Plants.

22.5. **Transmission and Distribution:**

**Evacuation and Grid Interfacing: facility for the purpose of connectivity and injection of power shall be as follows:**

22.5.1. **Wind-Solar Hybrid Power Projects evacuation:**

**For Type-A Projects (Existing Project)** where power evacuation is already granted to the existing Wind/solar project and there is margin of capacity available in transmission line/ GSS of RVPN/Discoms, injection of power from additional wind/solar capacity to be set up will be allowed. If any augmentation in the existing transmission system is required due to addition of such Wind/Solar Capacity, up to the receiving end substation of RVPN/Discoms, the same shall be undertaken by the developer at its own cost.

Evacuation of produced RE Power shall be made through the transmission and distribution network being maintained by RVPN and Discoms. For augmentation of Transmission/distribution system to evacuate the power from receiving Sub-

station, RVPN/Discoms of Rajasthan shall develop/augment the necessary transmission/distribution network within mutually agreed timeframe.

**22.5.2. For Type-B Projects (New Project):**

Evacuation of produced RE Power shall be made through the transmission and distribution network being maintained by RVPN and Discoms respectively. The developer of hybrid project shall establish a dedicated line at his own cost for evacuation of power up to receiving end substation of RVPN/Discoms where the developer/Power Producer desires to inject power in the State Grid. From there onwards, RVPN/Discoms will ensure transmission system and connectivity.

In addition to above, other Provisions will be applicable as mentioned at clause 9 of this policy and as per RERC Regulations.

**22.6. Registration of Wind-Solar Hybrid Power Project:**

22.6.1. The Developer/ Power Producer will submit the application to RREC in prescribed performa appended with the Policy at Form-C.

22.6.2. Each Power Producer will deposit processing fee with RREC as under:

For Project  $\leq 10$  MW capacity – Rs 50,000/- per MW.

For Projects  $> 10$  MW and  $\leq 50$  MW capacity -- Rs 5 lac per project.

For Projects  $> 50$  MW and  $\leq 100$  MW capacity -- Rs 10 lac per project

For Projects  $> 100$  MW capacity -- Rs 30 lacs per project.

Processing Fee shall be non-refundable. The **GST** and other charges as may be applicable shall also be payable in addition to the processing fee.

**Registration of projects by RREC will not confirm any right for the Developer/Power Producer and will not create any obligation on the part of RREC.**

22.6.3. If there is any requirement of registration with **NTPC/MNRE/IREDA/SECI** for sanction of project under guidelines of MNRE, the Power Producer will have to register his project with **NVVN/MNRE/IREDA/SECI** as per their guidelines in addition to registration of project with RREC as above

22.6.4. Developer can transfer its registered capacity or part thereof to its 'holding, 'subsidiary', 'fellow subsidiary or 'ultimate holding' company with the prior approval of RREC on payment of 50% amount of registration Charges on each subsequent transfer.

22.6.5. Developer can transfer its registered capacity or part thereof from one registration to its another registration with the prior approval of RREC on payment of 25% amount of registration Charges on each subsequent transfer.

**22.7. Allotment of Land for Setting up of Wind Solar Hybrid Power Projects:**

22.7.1. The allotment of land to the Developers/Power Producers will be done as per the provisions of Rajasthan Land Revenue (Allotment of Land for setting up of Power plant based on Renewable Energy Sources) Rules, 2007 as amended from time to time.

22.7.2. For setting up Wind- Solar Hybrid Power Plant based on different technology, maximum land which can be allotted to the Power Producer will be as per the

provisions of Rules mentioned at clause 22.7.1 which is presently as follows:

S. No.	Technology	Maximum land which can be allotted
1.	SPV on Crystalline Technology.	3.0 Hectare/ MW
2.	SPV on Crystalline Technology with tracker	3.5 Hectare/ MW
3.	SPV on Thin film/Amorphous Technology with or without tracker	3.5 Hectare/ MW

Note: For the wind-solar hybrid power projects with storage system, additional land will be allotted as per the rules of the Revenue Department, GoR.

22.7.3. RREC will recommend the case of land allotment to concerned District Collector only on submission of cash security deposit of Rs. 3 lac/ MW by Demand Draft/RTGS in favour of RRECL, Jaipur. The security deposit will be refunded in proportionate manner on the basis of commissioned capacity on the written request of the developer. The security deposit will be forfeited in case allotment of land is cancelled as per provision of the rules mentioned at 22.7.1, Security Deposit will be refunded if land is not allotted.

22.7.4. Sub-Lease of part of land in favor of Power Producer shall be permitted as per the Rajasthan Land Revenue (Allotment of Land for setting up of Power plant based on Renewable Energy Sources) Rules, 2007 as amended from time to time. Sub-Lease can be done by the concerned District Collector on recommendation of RREC before or after commissioning of the Project. In case sub lease is done after commissioning, the stamp duty shall be levied on land cost only.

**22.7.5. Procurement of private land for establishing Wind-Solar Hybrid Projects:**

The State will promote setting up of Wind-Solar Hybrid Power Plant on private land. Khatedar shall be permitted to set-up Wind –Solar Hybrid Power Project on his holding or to sub-let his holding for setting up of such projects without the requirement of land conversion in accordance with the provisions of Rajasthan Tenancy Act 1955 and Rajasthan Land Revenue Act 1956.

Developer/Power Producer shall be allowed to purchase private land from the Khatedar for setting up of wind-solar hybrid power plants in excess of ceiling limit prescribed in the Ceiling Act, 1973 with prior approval of State Government.

**22.8. Incentives/ Facilities available to Wind-Solar Hybrid Projects**

**22.8.1. Grant of incentives available to Industries:**

Generation of electricity from Wind-Solar Hybrid Plant shall be treated as eligible industry under the schemes administered by the Industries Department and incentives available to industrial units under Rajasthan Investment Promotional Scheme (RIPS) and amendmend therein from time to time shall be available to such Power Projects.

**22.8.2. Banking:**

Banking will be allowed as per the RERC regulations.

**22.8.3. Exemption/Relaxation from Electricity Duty-**

The exemption/relaxation in the Electricity duty for the Wind-Solar Hybrid Power Producer for Captive use will be governed as per the Orders of GoR issued from time to time.

22.8.4. Transmission and Wheeling charges:

Transmission and Wheeling charges for the Wind-Solar Hybrid Power Projects will be governed by RERC Orders/Regulations.

22.9. **In principle clearance of Solar-Wind Hybrid Power Projects:**

**22.9.1 For projects under Clause 22.4.1(a) & 22.4.4(b)**

These projects will be governed by the provisions of the Bid Documents and will not require in-principle clearance from SLSC.

**22.9.2 In Principle Clearance of Projects under Clause 22.4.1(b) & 22.4.4(c):**

In principle clearance of projects under clause **22.4.1(b) & 22.4.4(c)** will be granted by the State Level Screening Committee constituted as per clause 15 after evaluating/examining the project proposals on the following criteria::

- Detailed Project Report.
- Financial Capability of the Power Producer (Annexure-I).
- Availability of land.
- Status of Power Evacuation System for proposed project.
- Documentary Evidence of Power Purchase Agreements in case of sale to 3<sup>rd</sup> Party through Open Access

22.10. **Security Deposit:**

22.10.1. **For projects under Clause 22.4.1(b) & 22.4.4(c):**

- a. After in-principle clearance of the projects under clause 22.9 by the State Level Screening Committee (SLSC), the Developers/Power Producers will be required to deposit security amount of Rs 5 Lac/MW project capacity in the form of DD/RTGS **within one month without interest and within 3 months with interest @ 9% per annum** from the date of issue of in-principle clearance. In case Power Producer fails to deposit security money within stipulated time as above, then the in-principle clearance shall be deemed to be cancelled without any notice.
- b. The Developer/Power Producer, who has submitted the project security within prescribed time period, shall be required to apply for final approval within 6 months from the date of issue of in-principle clearance, failing which in-principle clearance shall be deemed to be cancelled without any notice.
- c. **In case the Developer/ Power Producer wants to withdraw his project within 6 months of depositing the security deposit or the in-principle clearance has cancelled under deemed provision of Clause 22.10.1 (b), then 25% Security amount will be forfeited and balance 75% amount of the Security will be refunded to the solar power producer/ developer on his written request.**
- d. The security amount deposited by the Wind-Solar Hybrid Plant Developer/Power Producer shall not be convertible or transferable.
- e. The security deposit shall be refunded to the Developer/ Power Producer in proportion to the capacity commissioned on his written request after commissioning of such capacity **and the rest shall be forfeited after the expiry of the scheduled commissioning period.**



- f. In case Developer/Power Producer fails to commission the Power Plant within the time schedule including extension as per Clause 22.12.1(b), the security deposit shall be forfeited.
- 22.10.2. **For projects under clause 22.4.1(a) & 22.4.4(b)**  
The security deposit will be governed by provision of bid document and power purchase agreement.
- 22.11. **Power Purchase Agreement:**  
The Power Purchase Agreement between the Wind-Solar Hybrid Power Producer and Procurer of power will be executed in the following manner:-
- 22.11.1. The PPA of the Projects selected through competitive bidding under clause **22.4.1(a) & 22.4.4(b)** will be executed as per as terms and condition of the Bid Document.
- 22.11.2. **Projects for captive use/third party sale within and outside the state of Rajasthan 22.4.1(b) & 22.4.4(c):**  
For the projects sanctioned under above clause, the Developer/Power Producer shall execute a Wheeling and Banking Agreement with Discom(s). In case transmission system of RVPN is also used then Power Producer and Developer will execute separate Transmission Agreement with RVPN.
- 22.11.3. **Assignment of PPA/WBA**  
PPA/WBA may be allowed to be assigned in parts or full to other parties after completion of the project and its connectivity to the grid, with the consent of RREC & RVPN/Discom(s) on payment of Rs. 2.00 lac per application to RREC. The GST will be payable as applicable from time to time.
- 22.11.4. In case of project being financed, the name of Project Lender/ Financing Institute may be included in PPA on request of power producer/developer.
- 22.12. **Time frame for completion of Wind-Solar Hybrid Power project:**  
The time frame for completion of projects sanctioned under this Policy will be as follows:
- 22.12.1. **Time frame for completion of projects sanctioned under clause 22.4.1(b) & 22.4.4(c):**  
The timeframe for completion of project, subject to force majeure conditions, would be as per clause 20.1 of the Policy.
- 22.12.2. **Time frame for completion of projects sanctioned under 22.4.1(a) & 22.4.4(b)**  
The time frame for completion of projects will be governed by provisions of bid document and power purchase agreement.
- 22.13. **Rajasthan Renewable Energy Development Fund:**
- 22.13.1. In case, Wind-Solar Hybrid Power Project is set up in Rajasthan for sale of power within State, **the PPA of which has been signed with entities/agencies** other than Discoms of Rajasthan, Developer/ Power Producer shall contribute towards Rajasthan Renewable Energy Development Fund, a sum of Rs **1 lac per MW of the Solar Capacity** every year or part thereof for the entire life-cycle of the project from the date of commissioning, unless exempted by State Govt./RREC.
- 22.13.2. **In case, Wind-Solar Hybrid Power Project is set up for Captive use within own premises or outside or for sale of power to 3<sup>rd</sup> party at mutually agreed rate,** then Developer/ Power Producer shall contribute towards Rajasthan Renewable Energy Development Fund, a sum of Rs 1 lac per MW **of the Solar Capacity** every year or part thereof for the entire life-cycle of the

project from the date of commissioning.

- 22.13.3. **In case, Wind-Solar Hybrid Power Project is set up in the State for sale of power to other State Discoms/Sale to 3<sup>rd</sup> party outside the State**, then Developer/Power Producer shall contribute towards Rajasthan Renewable Energy Development Fund, a sum of Rs. 2 lac per MW of Solar capacity every year or part thereof for the entire life-cycle of the project from the date of commissioning.
- 22.13.4. **Wind-Solar Hybrid Developer/ Power Producer shall deposit the contribution towards Rajasthan Renewable Energy Development Fund by 30<sup>th</sup> April in every financial year without interest and up to 30<sup>th</sup> June with interest @ 9% per annum. If it is not deposited even up to 30<sup>th</sup> June, then RVPN/Discom or any other Central/State Govt. entity will take suitable action, such as but not limited to recovery of dues from the power bill of the Solar Power Producer or disconnection from Grid till the deposition of dues with interest, on recommendation of RREC.**

22.14. All other provisions will be as per Wind-Solar Hybrid Policy issued by MNRE as amended from time to time.

**23. Compliance of Guidelines of State Pollution Control Board/ Environment Department:**

Solar Power Producers/ Developers and Solar Park Developers will have to follow guidelines of State Pollution Control Board/ Environment Department in regard to measures to be taken for preservation of wildlife in environmental safety including safe disposal of Plant and machinery on completion of their life cycle.

**24. Power to remove difficulties:**

If any doubt, dispute, difference or issues arises in regard to interpretation/implementation of this Policy, State Level Empowered Committee may take such decision, not inconsistent with the provisions of the Policy, as may appear to be necessary and expedient for removing the difficulties either on its own motion or on the written representation from the stakeholders.

Notwithstanding anything contained in this Policy, the provisions of the Electricity Act-2003 and the applicable CERC/RERC Regulations/Orders as issued from time to time shall prevail for the purpose of implementation of this Policy.