

Ref: APPL-CERC-NC2024-0043

Date: 23.02.2024

To
The Secretary
Central Electricity Regulatory Commission
3rd & 4th Floor, Chanderlok Building,
36, Janpath, New Delhi- 110001

Subject: Comments/Suggestions on CERC's draft (Connectivity and General Network Access to the inter-State Transmission System) (Second Amendment) Regulations, 2024

Ref:

1. Draft (Connectivity and General Network Access to the inter-State Transmission System) (Second Amendment) Regulations, 2024

Dear Sir,

Greeting of the day!

We, Alfanar Power Private Limited stand as a prominent RE IPP with a portfolio of 600 MW in wind power projects. These projects are currently in various stages of operation and construction. Additionally, the company has a pipeline of approximately 500 MW for future development.

This is in reference to draft (Connectivity and General Network Access to the inter-State Transmission System) (Second Amendment) Regulations, 2024 issued by CERC.

We request your good office to kindly consider our comments/suggestions while finalizing the same.

Yours Faithfully,
For **Alfanar Power Private Limited**



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Comments on the CERC's draft (Connectivity and General Network Access to the inter-State Transmission System) (Second Amendment) Regulations, 2024

S. No.	Para no. of the draft Procedure	Proposed draft Clause	Comments on the draft Clause/ Suggested draft Clause	Justification for the Comments/ Suggested draft Clause
1	3.1	The words "one week" before the words "of the receipt of application" shall be substituted with the words "Eighteen (18) days" in Regulation 3.5 of the Principal Regulations.	<p>The words "one week" before the words "of the receipt of application" shall be substituted with the words "Eighteen (18) days" in Regulation 3.5 of the Principal Regulations.</p> <p>The words "one week" before the words "thereafter" shall be substituted with the words "Fifteen (15) days" in Regulation 3.5 of the Principal Regulations.</p>	Sometimes Seven (7) days are not sufficient to rectify the deficiency because of the weekend and prolong holidays.
2	8.2	"(5) In case of Applicants which have been granted Connectivity under subclause (a) of Clause (xi) of Regulation 5.8 of these regulations, and whose LoA or PPA gets terminated prior to the COD of the project, for the reasons not attributable to such Applicant and in cases where LoA or PPA has been terminated by the entity and the same has also been agreed by the REIA or Distribution Licensee, such Applicant may convert the Connectivity, in full or part, granted under sub-clause (a) of Clause (xi) of Regulation 5.8 of these regulations to Connectivity under sub-clause (b) of Clause (xi) of Regulation 5.8 of these Regulations with no change in the start date of Connectivity consequent to such conversion and compliance to	<p>"(5) In case of Applicants which have been granted Connectivity under subclause (a) of Clause (xi) of Regulation 5.8 of these regulations, and whose LoA or PPA gets terminated prior to the COD of complete capacity the project, for the reasons not attributable to such Applicant and in cases where LoA or PPA has been terminated by the entity and the same has also been agreed by the REIA or Distribution Licensee, such Applicant may convert the Connectivity, in full or part, granted under sub-clause (a) of Clause (xi) of Regulation 5.8 of these regulations to Connectivity under sub-clause (b) of Clause (xi) of Regulation 5.8 of these Regulations with no change in the start date of Connectivity consequent to such</p>	<p>Sometimes, it's challenging to determine whether the termination of a LoA or PPA is due to reasons not attributable to the project developer.</p> <p>For instance, consider a scenario where a project developer applies for the allocation of revenue land for project development. Subsequently, the government issues an order halting all allocations of revenue land for Solar and/or Wind projects. Despite the developer's best efforts to secure private land for project execution, they couldn't achieve COD for the entire project capacity due to the unavailability of land. As a result, the PPA is prematurely terminated for the portion of capacity that has reached COD or an extended COD,</p>

		requirements of Clause (2) and Clause (3) of this Regulation as applicable to entities covered under subclause (b) of Clause (xi) of Regulation 5.8 of these regulations:	conversion and compliance to requirements of Clause (2) and Clause (3) of this Regulation as applicable to entities covered under subclause (b) of Clause (xi) of Regulation 5.8 of these regulations:	<p>leaving the remaining un-commissioned capacity without a PPA.</p> <p>In such situations, determining the extent to which the application process contributed to the termination can be complex.</p> <p>Therefore, developers should be permitted to retain connectivity rights corresponding to the remaining project capacity and be allowed to commission the project beyond the scope of the terminated PPA or LoA.</p>
3	8.2	New Clause	<p>To be inserted after first proviso and before last proviso</p> <p>Provided further that entities covered under regulation 4.1, which have transitioned as per regulation 37.6 and are now deemed GNA grantees, if the PPA is terminated prior to the COD of the complete project capacity, such entities may convert the existing Connectivity to the Connectivity specified under sub-clause (b) of Clause (xi) of Regulation 5.8 of these Regulations and with a provision to achieve the COD of the full/part of the remaining project capacity as per clause (1)(a)(ii) of the Regulation 24.6.</p>	<p>In instances where LTA was put into operation prior to the implementation of the regulations, project developers are now considered the deemed GNA grantee in accordance with these regulations.</p> <p>However, there are scenarios where these developers have not yet attained the COD for the entire project capacity. Therefore, developer should be allowed to retain connectivity rights corresponding to the remaining project capacity and enable them to proceed with commissioning the project beyond the scope of the terminated PPA.</p>

4		New Clause	<p>Reorganization of Connectivity</p> <p>Where the Connectivity grantee is a REGS or Renewable Power Park Developer, it may consolidate multiple Connectivity granted to it at a specific ISTS substation across multiple bays, provided that the bays assigned to the REGS or Renewable Power Park Developer are not shared with any other REGS or Renewable Power Park Developer and are of the same voltage level.</p>	<p>For instance,</p> <p>A REGS or RE Power Park Developer applied for connectivity of 900 MW and 600 MW respectively, each at 400 kV. Connectivity was granted to the Connectivity Grantee with two separate Bays at a specific substation. Furthermore, the Bay corresponding to 600 MW is not shared with any other REGS or RE Power Park Developer.</p> <p>Typically, one Bay would carry 900 MW, and the other would carry 600 MW, leading to a relative overload of the Bay corresponding to 900 MW and an underloaded operation of the Bay for 600 MW.</p> <p>Thus, in the interest of better bay utilization, allowing the pooling of power would ensure that each Bay handles a roughly equal quantum of power during normal operations.</p> <p>Furthermore, during the outage of one of the Bays, pooling of power would guarantee the evacuation of the maximum possible power against the overall generation for such an interim period.</p>
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