

Ref: JRPPL/CERC/GNA 2/20032024

Date: 20-03-2024

Shri Harpreet Singh Pruthi

Secretary

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

Subject: - JRPPL Comments/suggestions on Draft 2nd Amendment to CERC Connectivity and GNA Regulations, 2024

Respected Sir,


Jindal Renewable Power Private Ltd. (JRPPL), a part of the Naveen Jindal Group, aspires to emerge as a leading player in India's clean energy sector, emphasizing both renewable generation and energy storage projects (RE projects). With a vision to align with India's decarbonization goals and lead in clean energy sector, JRPPL aims to develop around 15 GW of RE projects by 2030 contributing to India's clean energy transition.

This is with reference to the CERC notification on Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Second Amendment) Regulations, 2024 dated 16th February 2024. We are submitting our comments as Annexure-I for your reference.

We request CERC to kindly consider our comments/suggestions while finalizing the Draft 2nd Amendment to CERC Connectivity and GNA Regulations, 2024

Sincerely

For **Jindal Renewable Power Private Limited**


Manish Tyagi



Encl: Annexure I

Annexure I

**JRPPL Comments in CERC (Connectivity and General Network Access to the inter-State Transmission System)
(Second Amendment) Regulations, 2024**

S.No	Existing Clause as per 2nd Amendment - Draft	Proposed Clause	Rationale
1.	<p>Regulation 5.8 (vii) (c):</p> <p>For a capacity up to 1000MW - Bank Guarantee of Rs. 10 lakh/ MW and for a capacity more than 1000MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 lakh/ MW for capacity over and above 1000MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to provisions of Regulations 11A and 11B of these regulations; or</p>	<p>Regulation 5.8 (vii) (c):</p> <p>For a capacity up to 1000 200 MW - Bank Guarantee of Rs. 10 5 lakh/ MW and for a capacity more than 1000 200 MW - Bank Guarantee of Rs. 100 10 Crore plus Rs. 5 2 lakh/ MW for capacity over and above 1000 200 MW, in lieu of ownership or lease rights or land use rights of land for 50%- of the land required for the capacity for which Connectivity is sought subject to provisions of Regulations 11A and 11B of these regulations; or</p>	<p>Developers take proactive steps and make applications to be able to setup projects in the high RE potential zones. The amount of Rs 10 lakh/MW for large-scale projects is abnormally high and requires a large credit exposure.</p> <p>Developers would be putting equally serious efforts to protect their investment, whether it is 10 Lacs/MW or 5 Lacs/MW.</p> <p>We accordingly request the BG amount for capacity upto 200 MW projects to be lowered to Rs 5 lakhs/MW and 2 lakh/ MW for capacity over and above 200 MW.</p>
2.	<p>Regulation 5.8 (xi) (c) :</p> <p>(c) For a capacity up to 1000MW - Bank Guarantee of Rs. 10 lakh/ MW and for a capacity more than 1000MW - Bank Guarantee of Rs. 100 Crore plus Rs. 5 lakh/ MW for capacity over and above 1000MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to</p>	<p>Regulation 5.8 (xi) (c):</p> <p>For a capacity up to 1000 200 MW - Bank Guarantee of Rs. 10 5 lakh/ MW and for a capacity more than 1000 200 MW - Bank Guarantee of Rs. 100 10 Crore plus Rs. 5 lakh/ MW for capacity over and above 1000 200 MW, in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought subject to provisions of</p>	<p>Hence to ease up the financial burden on the developers and to expedite the RE capacity addition in the country, it is requested to revise the Land route BG as suggested.</p>

JINDAL RENEWABLE POWER PRIVATE LIMITED

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	provisions of Regulations 11A and 11B of these regulations; or	Regulations 11A and 11B of these regulations; or	
4.	<p>Regulation 7.1 In the event the Nodal Agency after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that no augmentation is required, the Nodal Agency shall intimate in- principle grant of Connectivity to the Applicant within 60 days from the last day of the month in which the application had been received along with details such as terminal bay(s), already available or to be developed under ISTS through CTU, and minimum design features for dedicated transmission lines to be constructed by the Applicant</p>	<p>Revision to Regulation 7.1 In the event the Nodal Agency after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that no augmentation is required, the Nodal Agency shall intimate in- principle grant of Connectivity to the Applicant 60-30 days from the last day of the month in which the application had been received along with details such as terminal bay(s), already available or to be developed under ISTS through CTU, and minimum design features for dedicated transmission lines to be constructed by the Applicant</p>	<p>It is understandable that with multiple connectivity applications being filed by various developers, the overall burden to process these applications has increased over CTUIL. However, cognizance of the fact may be taken that the overall process of grant of connectivity will be delayed with increase in the timeline for in-principle grant of connectivity. We suggest that the timeline to intimate in- principle grant of Connectivity to the Applicant may not be increased 30 days to 60 days. At the max, this timeline may be increased to 45 days.</p>
5.	<p>Clause 8.2 (c) : Conn-BG1, Conn-BG2 and Conn-BG3, as applicable, shall be furnished within 1 (one) month of intimation of in-principle grant of Connectivity, failing which the application for Connectivity shall be closed and application fee shall be forfeited.</p>	<p>Revision to Clause 8.2 (c): Conn-BG1, Conn-BG2 and Conn-BG3, as applicable, shall be furnished within 1 (one) month 60 (sixty) days of intimation of in-principle grant of Connectivity, failing which the application for Connectivity shall be closed and application fee shall be forfeited</p>	<p>In accordance with the extant GNA Regulations 2022, the timeline for submission of bank guarantees is 30 days from the date of intimation of the in-principle grant of connectivity. We would like to submit that the Financial Institutions/Banks have specific procedures to process and disburse the limits which takes more than 30 days and hence a longer period will be a breather for systematic appraisal at the Financial Institutions/Banks.</p>

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			<p>We would also like to draw your attention towards the Hon'ble Commission's order in a few petitions which have been filed seeking condoning of delay in submission of BGs. For which reason, we request the Hon'ble Commission to kindly consider and extend the timelines for submission of Conn-BG1, Conn-BG2 and Conn-BG3 from 30 to 60 days from the date of intimation of in-principle grant of Connectivity</p>
6.	<p>Amendment proposed in Sub clause (1) of clause 11 A "(1) An applicant which is REGS (other than Hydro generating station) or ESS (excluding PSP) covered under sub-clause (c) of Clause (xi) of Regulation 5.8 or Renewable power park developer covered under sub-clause (c) of Clause (vii) Regulation 5.8, shall submit documents for land in terms of sub-clause (b) of Clause (xi) or sub-clause (b) of Clause (vii) of Regulation 5.8 of these regulations, as the case may be, within 18 months of issuance of an in-principle grant of Connectivity or within 12 months of issuance of a final grant of Connectivity, whichever is earlier. The Bank Guarantee submitted under subclause (c) of Clause (vii) or under sub-clause (c) of</p>	<p>"(1) An applicant which is REGS (other than Hydro generating station) or ESS (excluding PSP) covered under sub-clause (c) of Clause (xi) of Regulation 5.8 or Renewable power park developer covered under sub-clause (c) of Clause (vii) Regulation 5.8, shall submit documents for land in terms of sub-clause (b) of Clause (xi) or sub-clause (b) of Clause (vii) of Regulation 5.8 of these regulations, as the case may be, within 18 months of issuance of an in-principle grant of Connectivity or within 12 months of issuance of a final grant of Connectivity, whichever is earlier.</p> <p>Further, upon partial submission of land documents, the partial</p>	<p>After submission of BG @ 10Lakh/MW, the requirement of submission of land documents of 50% of the capacity takes 9-12 months for a developer. Throughout this duration, the Bank guarantees submitted at the rate of 10 Lakh/MW remains blocked keeping the credit exposure of the developer also blocked.</p> <p>We understand the requirement of the 50% land documents submission. But we request to keep the provisions of release the partial bank guarantees to release the capital of the developer proportionate to the development of the developer.</p> <p>This promotes the participation of medium-small scale project developers</p>



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	<p>Clause (xi) of Regulation 5.8 of these regulations shall be returned within 7 days of submission of stipulated documents as proof of Ownership or lease rights or land use rights.</p>	<p>Bank guarantee shall be returned within 7 days of submission of stipulated documents as proof of Ownership or lease rights or land use rights.</p> <p>The 100% Bank Guarantee submitted under subclause (c) of Clause (vii) or under sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations shall be returned within 7 days of submission of stipulated documents as proof of Ownership or lease rights or land use rights.</p>	<p>considering their inability to meet such financial commitments for long durations.</p> <p>Keeping higher amount of BGs for such a long duration, blocks the capital that can otherwise be deployed to develop RE projects faster.</p>
7.	<p>New sub-clause in Clause 11 A</p>	<p>In case the applicant is able to procure part of the land required, as per 5.8 (xi) (c), the applicant shall be treated as part complied and shall be allowed the connectivity for part and balance shall be revoked.</p>	<p>For example, as on the deadline, 12 months from final grant of connectivity, in case the applicant is able to procure only some part (say 40%) of the required land i.e. instead of 50% as per the requirement of 5.8 XI (c); the applicant shall be treated as part complied and shall be allowed the connectivity for part i.e 80% and balance 20% shall be revoked, instead of revoking the total application quantum as noncompliance.</p>
8.	<p>Amendment proposed in sub-clause (2) of Clause 11A</p>	<p>“(2) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to</p>	<p>When connectivity has been obtained through Regulation 5.8 (b), (c), or (d), developers typically synchronize their commissioning schedule with the</p>

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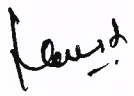
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	<p>"(2) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which a final grant of connectivity has been issued shall submit an Auditor's certificate, certifying the release of at least 10% of the project cost including the land acquisition cost through equity latest by 12 months prior to the scheduled date of commercial operation of such applicant:"</p>	<p>which a final grant of connectivity has been issued shall submit an Auditor's certificate, certifying the release of at least 10% of the project cost including the land acquisition cost through equity latest by 12 months prior to the scheduled date of commercial operation of such applicant or 12 months prior to its GNA effectiveness date whichever is later</p>	<p>effectiveness of GNA, especially if the GNA effectiveness date provided by the Central Transmission Utility (CTU) substantially exceeds the Scheduled Commercial Operation Date (SCOD) submitted by the applicant at the time of application.</p> <p>Therefore, the duration of 12 months will be calculated from the later of either the SCOD or the Grid Network Availability (GNA) effectiveness date.</p>
9.	<p>Amendment proposed in sub-clause (3) of Clause 11A</p> <p>"(3) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which a final grant of connectivity has been issued shall have to achieve the financial closure for the capacity of such Connectivity, latest by 12 months prior to the scheduled date of commercial operation of such applicant:"</p>	<p>"(3) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP) or Renewable power park developer to which a final grant of connectivity has been issued shall have to achieve the financial closure for the capacity of such Connectivity, latest by 12 months prior to the scheduled date of commercial operation of such applicant or 12 months prior to its GNA effectiveness date, whichever is later"</p>	
10.	<p>Additional comment: Treatment of Connectivity Bank Guarantee:</p> <p>(16.2) Conn-BG2 and Conn-BG3 shall be returned in five equal parts over five years corresponding to the generation</p>	<p>Additional comment: Treatment of Connectivity Bank Guarantee:</p> <p>16.2- Conn - BG2 and Conn - BG3 shall be returned within 60 days from the date of SCOD of the project</p>	<p>As per the GNA Regulations, CONN-BG 2 and 3 shall be returned in 5 equal parts over 5 Years corresponding to the COD of the generation capacity.</p> <p>In many cases due to availability of ISTS substation after 4-5 years, COD of</p>

Clause

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	capacity which has been declared under commercial operation by the Connectivity grantee.		<p>the project itself start after 5 years. It seems impossible to keep the capital block in the form of BG from 5-10 years</p> <p>As per new RE guidelines, the COD will be declared after ensuring the rated full generation of the project, this indicates the RE plants 100% installed and is generating as per its rated capacity.</p> <p>In case of RE projects the annual generation is dependant on Solar/Wind resources and also there is no ramp up, trail run etc in RE plants. Therefore the submitted BGs may be released within 60 days of the commissioning.</p>
11.	<p>Existing Clause 24.6 (1) (a) (ii)</p> <p>"(ii) six months after the scheduled date of commercial operation as intimated at time of making application for grant of Connectivity, for cases covered under clause (xi)(b) or (xi)(c) of the Regulation 5.8."</p> <p>Existing Clause 24.6 (1)(d)(ii)</p> <p>"(ii) six months after the scheduled date of commercial operation for</p>	<p>"(ii) six months after the scheduled date of commercial operation as intimated at time of making application for grant of Connectivity or six months after the GNA has been made effective, whichever is later, for cases covered under clause (xi)(b) or (xi)(c) of the Regulation 5.8."</p> <p>(ii) six months after the scheduled date of commercial operation or six months after effectiveness of GNA, whichever is later, for</p>	<p>To avoid any misinterpretation, particularly in situations where the GNA effectiveness date is later than the scheduled date of commercial operation estimated at the time of submitting the connectivity application.</p> <p>A period of six months shall be counted from either the Scheduled Commercial Operation Date (SCOD) indicated by the applicant or the GNA effectiveness date, whichever occurs later.</p> <p>An extension of further six months to be provided if project has</p>



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	generating station(s) being set up without LOA or PPA."	generating station(s) being set up without LOA or PPA."	acquired more than 70% land and released more than 50% of project cost, duly certified by an Auditor"
12.		<p>Additional comment:</p> <p>Clarity seeking on cases where facilities require both importing and exporting connectivity/GNA at ISTS-connected substations to fulfill the exporting requirement for captive generation and importing requirements from the grid for their for the connected load (captive load)</p>	<p>Request Hon'ble commission to provide clarity on cases where facilities require both importing and exporting connectivity/GNA at ISTS-connected substations to fulfill the exporting requirement for captive generation and importing requirements from the grid for their for the connected load (captive load)</p> <p>The regulations are silent on the specific connectivity conditions to be established with the Captive User (Drawal) and Captive generator connected simultaneously.</p> <p>Furthermore, there may be instances where the quantum of connectivity for exporting captive generation facilities differs from the quantum of Grid Network Access (GNA) for connecting load facilities.</p> <p>In such cases, if the same connectivity/GNA can be utilized</p>

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			for both exporting and importing facilities, clarity on the procedure to be provided to proceed with the application for connectivity and GNA.



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