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Sent: Tue, 17 Sep 2024 18:33:36 +0530 (IST)
Subject: Comments _ Draft GNA Third Amendment Reg.

Dear Sir/Madam ,

This is with reference to the comments invited by the Hon'ble Commission on Connectivity and General Network Access to the inter-State Transmission System (Third Amendment) Regulations, 2024.

In this regard, we Torrent Power Limited take this opportunity to express our gratitude for giving us an opportunity to submit our comments/ suggestions on the subject matter.

We earnestly request you to give due consideration to our comments/ suggestions attached herewith while finalizing the said notification.

Regards,
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Torrent Power Limited - Comments/ Suggestions on Draft Connectivity and General Network Access to the inter-State Transmission System Third Amendment Regulations, 2024.

S.No.	Regulation as per the Draft Amendment	Proposed Clause	Comments/Suggestions
1	3.7.3 (b) 5% of the BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations, as the case may be, shall be forfeited and balance 95% of BG shall be returned to the Applicant within 15 days of withdrawal of the application.	3.7.4 (b) 5% of the BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations, as the case may be, shall be forfeited and balance 95% 100 % of BG submitted shall be returned to the Applicant within 15 days of withdrawal of the application.	We would like to humbly submit that Hon'ble commission may consider that if any application is withdrawn after in-principle grant of connectivity and before the final grant of connectivity there shall be 0% encashment of the BG as allowing 100% return of BG will reflect a more developer-friendly approach by eliminating any financial penalty upon withdrawal. The proposed revision aims to fully support project flexibility by returning the entire BG, encouraging risk-taking and participation in renewable energy projects without fear of monetary loss while maintaining regulatory efficiency.
2	<p>Proviso added to Regulation 5.5 of the Principal Regulations.</p> <p>“Provided that Renewable Power Park Developer which is authorized for a quantum of more than 500 MW, shall be eligible to apply for a grant of Connectivity in phases where in the first phase the application for Connectivity shall not be less than 500 MW, and the application for balance authorized quantum shall be in phases, subject to a minimum quantum of 50 MW in each phase.”</p>	<p>Proviso added to Regulation 5.5 of the Principal Regulations.</p> <p>“Provided that Renewable Power Park Developer which is authorized for a quantum of more than 500 MW, shall be eligible to apply for a grant of Connectivity in phases where in the first phase the application for Connectivity shall not be less than 500 MW, and the application for balance authorized quantum shall be in phases, be subject to a minimum quantum of 50 MW in each phase.”</p>	In this regard, we would like to humbly submit that commission may consider allowing RE developers to apply for connectivity for minimum 50 MW in place of 500 MW in all the phases.

3	<p>9.1 Final Grant of Connectivity: (d) In case of a proposed ISTS sub-station, the tentative coordinates and the scheduled date of commercial operation of such ISTS substation if available.</p>	<p>9.1 Final Grant of Connectivity: (d) In case of a proposed ISTS sub-station, the tentative coordinates and the scheduled date of commercial operation of such ISTS substation if available.</p>	<p>We understand that connectivity grantee shall also be eligible for suitable extension on the start date of connectivity for development of system pursuant to the availability of substation coordinates also the transmission charges/ connectivity charges shall not be applicable during the said period. We request Hon'ble Commission to kindly provide the clarity on the same.</p>
4	<p>24.3A For Connectivity Grantees covered under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations:</p> <p>a) In case full or part of Connectivity is relinquished within six months of the final grant of Connectivity, 50% of the subsisting Bank Guarantee submitted under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations, corresponding to relinquished quantum shall be encashed, and the balance shall be returned;</p> <p>b) If the Connectivity is relinquished after six months of the final grant of Connectivity, 100% of the subsisting Bank Guarantee submitted under subclause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations, shall be encashed.</p>	<p>24.3A For Connectivity Grantees covered under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations:</p> <p>c) In case full or part of Connectivity is relinquished 50% of the subsisting Bank Guarantee submitted under sub-clause (c) of Clause (vii) or sub-clause (c) of Clause (xi) of Regulation 5.8 of these regulations, corresponding to relinquished quantum shall be encashed in the following manner, and the balance shall be returned;</p> <p>i) Within 0-3 months of the final grant of Connectivity, 25% of BG shall be encashed.</p> <p>ii) Within 3-6 months of the final grant of Connectivity, 50% of BG shall be encashed.</p> <p>d) If the Connectivity is relinquished after six months of the final grant of Connectivity 100% of the subsisting Bank Guarantee submitted under subclause (c) of Clause (vii) or sub-</p>	<p>In this regard it is humbly submitted that in the recent times RE developers are facing serious issues due to the non-availability of Land and due to various other regulatory issues RE developers are forced to relinquish the part/full connectivity granted, therefore we request Hon'ble Commission to kindly consider the modification of the clause so that it may not discourage the RE developers.</p>

		clause (c) of Clause (xi) of Regulation 5.8 of these regulations, shall be encashed.	
5	<p>11(C) b An entity that has been issued a final grant of Connectivity at an ISTS substation located in the Complex of ISTS substations may seek reallocation of its Connectivity for another ISTS substation within the same ISTS complex where a bay has fallen vacant. Such reallocation shall be subject to commercial liabilities as per the Sharing Regulations 2020:</p> <p>Provided that an entity shall not be eligible for reallocation of Connectivity after a period of 18 months of issuance of an in-principle grant of Connectivity or 12 months of issuance of a final grant of Connectivity, whichever is earlier;</p>	<p>11(C) b An entity that has been issued a final grant of Connectivity at an ISTS substation located in the Complex of ISTS substations may seek reallocation of its Connectivity for another ISTS substation within or another the same ISTS complex where a bay has fallen vacant. Such reallocation shall be subject to commercial liabilities as per the Sharing Regulations 2020:</p> <p>Provided that an entity shall not be eligible for reallocation of Connectivity after a period of 18 months of issuance of an in-principle grant of Connectivity or 12 months of issuance of a final grant of Connectivity, whichever is earlier;</p>	<p>In this regard, we request Hon'ble Commission to kindly consider providing flexibility to reallocate connectivity from one cluster to another as due to ROW issues and deficiency of land parcel developer may choose to shift its entire project location.</p>
6	<p>11 (C) c) CTU shall do such reallocation in order of priority of its date and time stamp of the Connectivity application based on which Connectivity has been granted to such Applicant as follows:</p> <p>i. Stage-II Connectivity grantees under Connectivity Regulations, 2009, which</p>	-	<p>In reference to this CTU may provide a weekly / fortnightly updated list of S/s wise applications in que for that particular S/s.</p> <p>Further, provision should be introduced to allow reallocation of S/s wherein information regarding the application que is available, and in case an</p>

	<p>have been transitioned in terms of under Regulation 37 of these regulations and submitted the requisite BG, as per the date and time stamp of their Stage-II Connectivity application(s) made under the Connectivity Regulations, 2009;</p> <p>ii. Applicants who have been issued a final grant of Connectivity in terms of these Regulations, as per the date and time stamp of the application made under these regulations.</p>		<p>applicant wants to shift to another S/s provided that the vacancy formed due to the applicant leaving will be filled.</p>
7	<p>11 (C) d) The terminal bay at the ISTS substation falling vacant due to shifting out of a grantee (Grantee 'X') to another ISTS substation in the complex of ISTS substations, if opted to be utilised by another grantee (Grantee 'Y') where the start date of Connectivity of 'Y' is later than that of 'X,' then the liability to pay the charges for the ATS/terminal bay shall remain with 'X' for such intervening period. The start date of connectivity for an entity that has been reallocated shall not change pursuant to the reallocation exercise. However, the entity that has been reallocated may seek the advancement of the start date, which shall be subject to the availability of a transmission system.</p>	<p><i>To be Deleted</i></p>	<p>In this regard, we would like to humbly request Hon'ble Commission that due to the shifting out of the grantee to another ISTS substations and due to the different start date of connectivity there is no revenue loss to CTUIL, there is only differ in the cashflow as these charges would be discovered by CTUIL in the later stage by the another grantee, we request Hon'ble Commission to kindly review the proposed clause in the draft as it would be onerous.</p>