Ref: SIEMENS-GAMESA/NPD/CERC-GNA/01
To
Shri. S.K. Jha
Secretary,
Central Electricity Regulatory Commission
3rd & 4th Floor, Chanderlok Building,
36, Janpath, New Delhi- 110001

Dated 14th January, 2018

Dear Sir,

Sub: Siemens-Gamesa Renewable Power Pvt. Ltd Comments on draft Connectivity and GNA Regulations of Hon’ble CERC

1. Clause 2.1 (q)

“General Network Access or GNA” means the non-discriminatory access to ISTS granted by the CTU...for an estimated maximum injection/drawl for a specified”.

A definition should capture the distinct and salient features of a concept. Therefore, the following definition of GNA is suggested:

GNA means general permission granted to a grid connected entity to inject or draw power through ISTS by availing any one or more types of transmission service and having option of switching the type of service as well as delivery or supply points, such that the total quantum of power registered under different transmission service categories is not greater than the approved quantum of power under GNA. The concept of GNA ipso facto is an over arching permit for inter state transmission access which can be interchangeably utilized by the allotee for long, medium, short term access by paying composite GNA charges.

2. Clause 3.6

“An applicant may apply for Connectivity and GNA simultaneously”

After obtaining stage-2 connectivity and prior to winning a SECI bid, Wind / Solar generators may require to avail transmission service in short term only till such time they have tied up long or medium term power contract. There should be special provisions for renewable generators such as wind & solar plants to avail short term open access before
they are financially in a position to commit regular obligation of paying the monthly GNA bill.

3. Clause 3.7

"The existing Long Term customers of ISTS shall be deemed to be GNA customers subject to fulfillment of conditions as per the Regulation 25 hereof."

For avoidance of doubt it may be clarified that when existing LTA is converted into deemed GNA under these regulations, such GNA holders would be entitled to avail all facilities of GNA service including exiting from LTA and switching to different transmission services from time to time.

4. Clause 7.4

The documents required to be submitted for accessing the preparedness of the applicant (other than Wind & Solar generator/developer), are not relevant for state transmission and distribution utilities and for consumers.

5. Clause 7.5-7.8

Regarding Stage-I connectivity for Wind/Solar developer/generator

After the above clauses there should be a clause entitled Grant of stage-I connectivity. The clauses of the CTU procedure for grant of stage –I connectivity may be reviewed and included in the new connectivity and GNA regulations. In this regards it is pointed out that clause 6.3 is reproduced below:

Clause 6.3: CTU shall grant Stage-I Connectivity by indicating two alternate locations within 60 days of the last date of the month in which the application was received.

The above formulation needs to be revised as explained below otherwise there will be a serious setback to the development of wind & solar expansion plan in India;

a) The Wind & Solar resource is distributed across many kilometers. The Solar & Wind farms are located in a high potential area on vacant affordable patches of land and interconnect electrically for pooling the generation and laying feeders upto the main RE pooling station, typically 220/33 kV, and connecting the same to ISTS pooling substation. In view of dispersed nature of Wind/Solar resource, there are multiple
possibilities of locating the main RE pooling station depending on the shortest feasible route to the ISTS pooling station since the cost of 220 kV dedicated line is significant.

b) The location of RE developer’s 220/33 kV station has to be optimised with respect to location of ISTS pooling substation since the cost of dedicated transmission line is a major factor in the costing of dedicated transmission infrastructure. If the location of ISTS and its timeline of completion is not known at the time of grant of stage-I connectivity, it will be impossible for RE Generator/Developer to exactly estimate the cost of transmission infrastructure. In an era of tough competition, capital investment on all fronts has to be optimised. Otherwise, there will be difficulty in raising funds for investment. In such uncertain situation, bidders who don’t make any investment in transmission infrastructure and simply win the bid to directly qualify for Stage-2 connectivity would be at advantage.

c) Thus merely by winning a 50 MW bid one would be able to immediately acquire Physical or Stage-2 connectivity displacing the stage-1 grantee, who upon becoming eligible for stage-2 connectivity (after making 100MVA Pooling station) may be asked by CTU to wait for three years for the alternative pooling station to come up 100km away

d) The cost of infrastructure of RE generation can’t be optimized if the substation is not fixed at Stage-I Connectivity.

e) It’s not possible to locate the RE pooling station with respect to a proposed substation whose location is not known.

f) If a pooling station of capacity commensurate with the RE Potential is created, there is no necessity of giving a second alternative. The idea of alternative pooling station came up because it was earlier thought that all connectivity applicants may require physical connectivity. That’s not going to happen when the exploitable RE Potential is finite and excess connectivity seekers would be edged out.

g) The timeline of development of a definite ISTS pooling station has to be indicated at the time of stage -1 Connectivity. Otherwise, no investment decision can be taken by the developer.

h) Stage-I Wind/Solar grantee should not be told when it qualifies for stage -2 Connectivity that the bays are full now; you will have to wait till the new substation is created in diametrically opposite direction.
i) Not only there is no clarity on a specific substation, there is no indication of the timeline of readiness of the ISTS pooling station at the time of grant of Stage-I connectivity. Please appreciate that under such uncertainty developer cannot take decision to investment in Transmission infrastructure.

In view of above we are strongly apprehensive that the Wind/Solar connectivity procedure being prepared by CTU without the base regulation of CERC in place is not going to give proper attention to our concerns. CTU is not providing us any opportunities to make a presentation on the draft procedure and articulate our concerns in person. Further CTU is not going to issue any explanatory note on the basis of which they will be sending the final procedure to CERC for approval. Since the base regulations for new procedure of Wind/Solar connectivity would come into place only when the new connectivity & GNA regulation are finalized, it is necessary in the interest of equity & natural justice that the new procedure of connectivity for Wind & Solar may be finalized only after the new connectivity of GNA regulation are finalized after a public hearing.

6. Clause 7.15

The application by the Applicant defined under Regulation 2.1(c) (ii) (in case of hydro generating station or renewable energy generating station through a lead generator) shall be considered by CTU only if all the generators, whose aggregate capacities are connected at the single connection point, formalize a written agreement among themselves in accordance with FORMAT-CON-3 and submit a copy of the agreement to the CTU. Such Agreement shall form a part of Connection Agreement with lead Generator.

The above clause has been interpreted in the past in a rigid manner resulting in difficulty to the generators and developers it is suggested that the following proviso may be added:

Provided that the applicant lead generator shall have the flexibility to add or delete the sharing the generators sharing the common dedicated line and other transmission infrastructure subject to not exceeding the total quantum of connectivity granted in MW, subject to submitting a fresh formal agreement among the sharing generators. For avoidance of doubt it is clarified that the lead generators would not be required to seek fresh connectivity on account of the above and shall not require prior approval of the CTU for changing the sharing generators or there quantum of power to be shared.
7. **Clause 7.16**

The application by the applicant defined under Regulation 2.1.(c)(iii)(Renewable energy generator being developed in an existing generating station) shall be considered by CTU only if the existing generating station agrees to act as the ‘Principal Generator’....

It is suggested that at the expression ‘Principal Generator’ may be re-phrased as ‘Scheduling Coordinator’ considering the fact that the Solar/Wind farm developer need not buy it self be a generator.

8. **Clause 7.21 and 7.22**

While granting connectivity, the nodal agency shall specify the name of the sub-station or pooling station or switchyard where connectivity is to be granted. In case connectivity is to be granted by looping-in and looping-out (LILO) of an existing or proposed line, the nodal agency shall specify the point of connection and name of the line at which connectivity is to be granted. The nodal agency shall indicate the broad design features of the dedicated transmission line and the timeframe for completion of the dedicated transmission line. In case of Renewable Energy Generating Station or Solar Power Park Developer or Wind Power Park Developer or Wind-Solar Power Park Developer, while granting Connectivity, the nodal agency shall indicate one firm location and one nearby alternative location.

CTU shall indicate the firm location while granting Stage-II Connectivity. Applicant shall enter into bay implementation agreement within 30 days of grant of Stage-II Connectivity.

As commented earlier the name of the firm substation, its scheduled timeline of completion and exact or approximate location must be provided at the time of grant of Stage-I connectivity and not at the time of Stage-2 connectivity. The additional things to be done by CTU at the time of grant of Stage-2 connectivity should be as follows:

a) Identification and earmarking of specific bay at ISTS pooling substation.

b) Permission to be physically connected the dedicated line of the Wind/Solar developer.

c) Go ahead to sign the connectivity agreement.
d) Signing of bay agreement.

With respect to item d i.e., Signing of bay agreement, it is brought to the notice of the Honorable Commission that CTU charges 15% consultancy charges for providing technical specification & drawings of the bay in the interest of technical coordination & uniformity of the design which it is obliged to do as statutory coordinating agency under section 38 of the Electricity Act. Charging 15% money from the bay developers in the supervision of construction is exorbitant and the commission is humbly requested to cap the consultancy fee at 5% of the cost of bay and the charges should be payable based on actual expenses on hard cost after the completion of the bay.

9. Clause 7.24

More than one generator can use the dedicated transmission line connecting their generating station to pooling station of ISTS after formalising all aspects including sharing of the transmission charges and losses of the transmission line among the generators. The transmission charges shall be decided amongst themselves after taking into account the norms specified in the Tariff Regulations issued by Central Commission from time to time.

The following may added as sub clauses of this clause:

- RE Connectivity grantee, while remaining the lead generator and performing its responsibilities as per IEGC and for DSM, can in the interest of optimising the utilisation of its bay and ISTS outlets, may share its low voltage outlets and connectivity with SPVs and third parties to any extent.

- SPVs and third parties sharing RE Connectivity of the grantee shall be entitled to seek LTA/ MTA/ STOA/ GNA based on the Connectivity of the grantee.

10. Clause 7.25

On completion of the dedicated transmission line the generator(s) shall be required to hand over the dedicated transmission line to CTU for the purpose of operation and maintenance. CTU shall be entitled to normative operation and maintenance expenses as per CERC Tariff Regulations. The line shall be under the operational control of CTU for all the purposes.
The O&M expenses of the afore mentioned dedicated line payable to the CTU should be recovered from the ISTS pool of sharing and dispersing ISTS charges. Since the capital cost of spare parts is part of O&M tariff as per CERC norms, the spare parts required during maintenance/breakdown shall be provided by the CTU including replacement of the Insulators. The transmission line shall be insured by the CTU so as to recover the expenses to be incurred in the event of tower failure/damage due to any exigency.

11. Clause 11.1

The Applicant seeking GNA to inter-State transmission system shall file application within two and half years from the date of intimation of grant of:

(a) Connectivity for Applicants other than renewable energy generating station or Solar Power Park Developer or Wind Power Park Developer or Wind-Solar Power Park Developer or

(b) Stage-I Connectivity for renewable energy generating station or Solar Power Park Developer or Wind Power Park Developer or Wind-Solar Power Park Developer by CTU. The Application seeking GNA shall be accompanied by requisite application fee, status of updated filing with Central Repository, Access Bank Guarantee, date of start of GNA and such other details as per attached formats.

Given the unique nature and circumstances of Wind/Solar generations and its development process, they should be allowed to seek GNA in consonance with the evolution and expansion of their RE facility.

12. Clause 16.4

An Applicant may seek GNA in a phased manner matching with the commissioning schedule of its generating units. In case of generator who intends to supply free power and share of home state directly from the bus bar through state network, GNA shall be sought by the Applicant for Installed Capacity less normative Auxiliary Power Consumption less free power and share of home state. In such cases the applicant shall submit the details of the state network.

The above clause is relevant only for conventional generation since it does not recognize the dispersed nature of Solar and Wind farms and no relevance of the unit size for the purpose of GNA. Further the Solar and Wind farm development is dependent on SECI and State Govt. the Solar farm development will also be dependent on the ability of developer to attract investment on its farm it is not possible for a Solar/Wind developer to seek GNA in a pre planned phase manner as specified now
under clause 16.4 the Solar/Wind farm developer should have the ability and situation to seek GNA in due course of time with the expansion of the farm. Further a merchant Wind/Solar farm generator should be allowed to interchange firm power with ISTS grid on a scheduled basis in such time it should be able to enter into a long term PPA so that clean energy resource does not go waste.

13. Chapter-5 Conditions for GNA

The concept of GNA *ipso facto* is an over arching permit for inter state transmission access which can be interchangeably utilized by the allottee for long, medium, short term access by paying composit GNA charges. This should be the first item under chapter-5.

Thanking you.

Yours faithfully,
For Siemens Gamesa Renewable Power Pvt. Ltd.

(AUTHORISED SIGNATORY)
Encl: As above

Cc: 1) The Chief (Engg), CERC, 3rd & 4th Floor, Chanderlok Building, 36, Janpath, New Delhi- 110001
Ref: SIEMENS-GAMESA/NPD/CERC-GNA/02

Dated 10th April, 2018

To
Shri. S.K. Jha
Secretary,
Central Electricity Regulatory Commission
3rd & 4th Floor, Chanderlok Building,
36, Janpath, New Delhi-110001

Dear Sir,

Sub: Siemens-Gamesa Renewable Power Pvt. LtdConsolidatedComments on draft Connectivity
and GNA Regulations of Hon’ble CERC

1. Clause 2.1 (q)
   “General Network Access or GNA” means the non-discriminatory access to ISTS
   granted by the CTU...for an estimated maximum injection/ drawl for a specified”.

A definition should capture the distinct and salient features of a concept. Therefore, the
following definition of GNA is suggested:

GNA means general permission granted to a grid connected entity to inject or draw
power through ISTS by availing any one or more types of transmission service and
having option of switching the type of service as well as delivery or supply points, such
that the total quantum of power registered under different transmission service
categories is not greater than the approved quantum of power under GNA. The
concept of GNA ipso facto is an overarching permit for interstate transmission access
which can be interchangeably utilized by the allottee for long, medium, short term
access by paying composite GNA charges.

2. Clause 2.1 (jj):
   May be revised as follows:
   “Total Transfer Capability (TTC)” means the amount of electric power that can be
   transferred reliably over the inter-control area transmission system under a given set
   of operating conditions considering the CEA manual on Transmission planning criteria.
3. **Clause 3.6**

"An applicant may apply for Connectivity and GNA simultaneously"

After obtaining stage-2 connectivity and prior to winning a SECI bid, Wind / Solar generators may require to avail transmission service in short term only till such time they have tied up long or medium term power contract. There should be special provisions for renewable generators such as open access consumers, hydro, wind & solar plants to avail short term open access before they are financially in a position to commit regular obligation of paying the monthly GNA bill. Premium may be charged for pre GNA open access as well for crossing the GNA limit.

4. **Clause 7.15**

The application by the Applicant defined under Regulation 2.1(c) (iii) (in case of hydro generating station or renewable energy generating station through a lead generator) shall be considered by CTU only if all the generators, whose aggregate capacities are connected at the single connection point, formalize a written agreement among themselves in accordance with FORMAT-CON-3 and submit a copy of the agreement to the CTU. Such Agreement shall form a part of Connection Agreement with lead Generator.

The above clause has been interpreted in the past in a rigid manner resulting in difficulty to the generators and developers it is suggested that the following provision may be added:

Provided that the applicant lead generator shall have the flexibility to add or delete the sharing the generators sharing the common dedicated line and other transmission infrastructure subject to not exceeding the total quantum of connectivity granted in MW, subject to submitting a fresh formal agreement among the sharing generators. For avoidance of doubt it is clarified that the lead generators would not be required to seek fresh connectivity on account of the above and shall not require prior approval of the CTU for changing the sharing generators or there quantum of power to be shared.
5. Clause 7.16

The application by the applicant defined under Regulation 2.1.(c)(iii)/Renewable energy generator being developed in an existing generating station) shall be considered by CTU only if the existing generating station agrees to act as the ‘Principal Generator’....

It is suggested that at the expression ‘Principal Generator’ may be rephrased as ‘Scheduling Coordinator’ considering the fact that the Solar/Wind farm developer need not buy it self be a generator. CTU charges 15% consultancy charges for providing technical specification & drawings of the bay in the interest of technical coordination & uniformity of the design which it is obliged to do as statutory coordinating agency under section 38 of the Electricity Act. Charging 15% money from the bay developers for the supervision of construction is exorbitant and the commission is requested to cap the consultancy fee at 5% of the cost of bay and the charges should be payable based on actual expenses on hard cost after the completion of the bay.

6. Clause 7.24

More than one generator can use the dedicated transmission line connecting their generating station to pooling station of ISTS after formalizing all aspects including sharing of the transmission charges and losses of the transmission line among the generators. The transmission charges shall be decided amongst themselves after taking into account the norms specified in the Tariff Regulations issued by Central Commission from time to time.

The following may added as sub clauses of this clause:

• RE Connectivity grantee, while remaining the lead generator and performing its responsibilities as per IEGC and for DSM, can in the interest of optimizing the utilization of its bay and ISTS outlets, may share its low voltage outlets and connectivity with SPVs and third parties to any extent.

• SPVs and third parties sharing RE Connectivity of the grantee shall be entitled to seek LTA/MTA/STDA/GNA based on the Connectivity of the grantee.

7. Clause 7.25

On completion of the dedicated transmission line the generator(s) shall be required to hand over the dedicated transmission line to CTU for the purpose of operation and
maintenance. CTU shall be entitled to normative operation and maintenance expenses as per CERC Tariff Regulations. The line shall be under the operational control of CTU for all the purposes.

The O&M expenses of aforementioned dedicated line payable to the CTU should be recovered from the ISTS pool of sharing and dispersing ISTS charges. Since the capital cost of spare parts is part of O&M tariff as per CERC norms, the spare parts required during maintenance/breakdown shall be provided by the CTU including replacement of the Insulators. The transmission line shall be insured by the CTU so as to recover the expenses to be incurred in the event of tower failure/damage due to any exigency.

8. **Clause 7.5 (c)**

"Site identification wherever undertaken: Details about the land required for the project along with extent to which the same have been acquired and taken possession of or leased."

Land being a state subject, different states have different process of land acquisition. Some states take long time before the land is actually transferred in the name of developer. We may not asked to submit the possession/lease documents at the time of Stage-I connectivity application.

9. **Clause 7.6**

"Application for Grant of Connectivity to ISTS shall only be made online in accordance with FORMAT-CON-1."

The following may be added:

After scrutiny, nodal agency shall intimate the deficiencies in the application, if any to the applicant within 15 days of receipt of application. The applicant shall be required to rectify the deficiency within 15 days thereafter failing which the application shall be closed and 10% of the application fee shall be forfeited and balance shall be refunded. If the rectified application is received from the applicant after last day of the month in which the application is made, the application shall be deemed to have been in made in subsequent month and processed accordingly.
10. **Clause 7.9 (C)**

Clause 7.9 (C) needs to be reviewed considering the fact that the availability of land is of crucial importance before grant of stage-II connectivity to RE generators. The criteria for land acquisition/lease/Right to use is already there for conventional generators under clause 7.4. Land is even more crucial for Wind & Solar Generators. **Proposed formulation of 7.9(c) is as follows:**

(1) Evidence of having acquired Right to use for at least 50% of the land required for setting up Wind/Solar/Wind-Solar hybrid generation plant.

And (2)

(a) Award of project through bidding by any entity authorised by the Central Government or State Government for 50 MW and above;

Or

(b) Financial closure of the project developer has been completed.

Or

(c) Award of EPC contract for 50% WTG's/Solar Panels

And

(3) Release of 10% advance within 06 months of the grant of Stage-II connectivity for the WTG's/Solar Panels for the awarded EPC contract.

11. **Clause 7.9 (d)**

The formulation of the Hon’ble commission draft regulation is not practicable because the condition of erecting 50% towers of dedicated line can’t be done unless the ISTS pooling station/Sub-station for connectivity is firmed up at the time of granting stage-I connectivity however order 145/MP/2017 order provides that stage-I connectivity shall have provision of one main ISTS pooling station/Sub-station. Moreover the merchant RE generators have already been covered under the revised formulation 7.9 (C) suggested by us above as such 7.9(d) may be deleted.

12. **Clause 7.13**

We request the Hon’ble commission to forfeit 10% of application fee in the event of closure of application.
13. **Under connectivity following clause may be added**

The Applicants granted Connectivity to the ISTS may change the Renewable energy source i.e. wind, solar or wind-solar after the grant of Connectivity. However, in case of any such change, the Connectivity grantee shall inform the same along with the documentary proof of having made similar change in the Central registry and obtain its acknowledgment from CTU for incorporation in relevant connection agreement(s).

14. **Grant of connectivity (7.10) new clauses may be added**

(1) In case ISTS pooling station has already been planned & approved by the regional standing committee of power system planning to which the RE connectivity applicant is to be granted connectivity for such Stage-I and stage-II connectivity application shall be processed by CTU within 15 days without going to the regional Standing Committee of Power System Planning.

(2) The CEA shall grant approval for laying dedicated line under section 68 & authorization under section 164 based on the letter of connectivity issued by the CTU.

15. **Under Connectivity following clause may be added after clause 7.39**

**Sharing of Connectivity and Dedicated Transmission Infrastructure**

(1) The wind/solar/wind-solar generator/developer would be required to develop the dedicated transmission infrastructure of a definite power evacuation capacity irrespective of the quantum of connectivity applied for. In case the wind/solar/wind-solar generator/developer is not able to fully utilize the dedicated transmission infrastructure, it shall be required to share the same with other wind/solar/wind-solar generator/developer with a view to ensuring optimum utilization of the transmission system.

i) RE Connectivity grantee, while remaining the lead generator and performing its responsibilities as per IEGC and for DSM, can in the interest of optimizing the utilization of its bay and ISTS outlets, may share its low voltage outlets and connectivity with SPVs and third parties to any extent.

ii) SPVs and third parties sharing RE Connectivity of the grantee shall be entitled to seek access based on the Connectivity of the grantee.
(2) The original Connectivity grantee for wind/solar/wind-solar generator/developer or its legal assignee, as the case may be, intending to share its dedicated transmission infrastructure may do so under intimation to CTU. For such sharing of dedicated transmission infrastructure the original grantee shall perform duties of “Lead Generator” in terms of Connectivity Regulations and shall enter into an Agreement to undertake all operational and commercial responsibilities infollowing the provisions of the Indian Electricity Grid Code and all other regulations of the Commission, such as grid security, metering, scheduling and dispatch, collection and payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc. FORMAT-RCON-LGN.

Provided that such Lead Generator shall apply separately for enhancement of the Connectivity up to the capacity of the DTL in the FORMAT-RCON-2C with application fee of Stage-I Connectivity.

(3) An acknowledgement of the above request shall be issued by CTU within 30 days after all necessary details have been submitted.

(4) The original Connectivity grantee wind/solar/wind-solar generator/developer may charge the entity with whom it is going to share Connectivity, an upfront not exceeding Rupees Seven Crores Fifty Lakhs per year for each 25 MW with an annual escalation of 3.5% from FY 2018-19 onwards. Provided that the original grantee shall provide adequate capacity in the generator pooling station for peak power evacuation of the sharing entity. Provided that the sharing entity shall not be required to incur any capital expenditure on the augmentation of the pooling station of the wind/solar/wind-solar generator/developer and beyond belonging to the original grantee.

Provided that Operation and Maintenance expenses and Transmission Losses from the pooling station of the wind/solar/wind-solar generator/developer up to the ISTS connection point shall be shared in an equitable manner.

16. Clause 16: Following new clause to be added suitably in GNA:

Clause (11.7), Clause(19) & Clause 11.8(C)

ABG for RE is not mentioned in clause 11.7 and it gives an impression under clause 19 that ABG is 20 lacs/MW in all the cases however Clause 19.1 specifically stipulates that:

"GNA Applicants other than STUs shall be required to submit AccessBank Guarantee of Rs. 20 lakh/MW. Access Bank Guarantee for Solar or Wind park developers or Renewable
generators shall be Rs. 10 lakh/MW. The Access bank guarantee shall be in favour of the nodal agency, as per the FORMAT-GNA-4.”

The ambiguity to be removed. ABG for Solar & Wind Generator/developer is only 10 Lacs/MW also Clause 11.8 (C) to be corrected to be read as 10 Lacs/MW.

17. Clause 11.8 (d) (e)

The Documents required cannot be complied with by a merchant RE generator or merchant conventional generator. The Stage-II connectivity documents suggested by us are well sufficient for applying GNA, so Clause 11.8 (d) & (e) may be reviewed.

18. Clause 16.1

The two (02) year period needs to be aligned with SECI Timelines.

19. Clause 16.4

An Applicant may seek GNA in a phased manner matching with the commissioning schedule of its generating units. In case of generator who intends to supply free power and share of home state directly from the bus bar through state network, GNA shall be sought by the Applicant for installed Capacity less normative Auxiliary Power Consumption less free power and share of home state. in such cases the applicant shall submit the details of the state network.

The above clause is relevant only for conventional generation since it does not recognize the dispersed nature of Solar and Wind farms and no relevance of the unit size for the purpose of GNA. Further the Solar and Wind farm development is dependent on SECI and State Govt. the Solar farm development will also be dependent on the ability of developer to attract investment on its farm it is not possible for a Solar/Wind developer to seek GNA in a preplanned phase manner as specified now under clause 16.4 the Solar/Wind farm developer should have the ability and situation to seek GNA in due course of time with the expansion of the farm and regular generation. Further a merchant Wind/Solar farm generator should be allowed to interchange firm power with ISTS grid on a scheduled basis until it is be able to enter into a long term PPA so that clean energy resource does not go waste.
20. **GNA Information system**

The ISTS Planning regulations should be finalized & enforced immediately so that GNA applications can be processed expeditiously and according to a known time table.

21. We request the Hon’ble Commission that there should be a transparent information system at CTU website to provide the following information:

   I. Statewise GNA-(Existing, planned & Granted)
   II. Import & export GNA of each region-(Existing, planned & Granted)
   III. The above information shall be updated on the 1st of January, April, July & September every year.
   IV. Status of GNA applications.
   V. Date of application
   VI. Date of approval
   VII. Effective date of commencement of GNA

22. **Clause 16.4, 22, 22.1/22.3**

Development of RE generation is primarily dependent on long term bidding and it is difficult to predict when RE generator is winning an RE auction. Predicting the commencement of GNA by a merchant RE generator is very risky and uncertain. If effective date and transmission charges for GNA are replied in a rigid manner as per clause 22 and sub clauses thereunder it will create a very great problem for the RE generators because they can’t be expected to pay GNA charges from their pocket. No lender will be willing to finance this liability. A RE generator depending on bidding by nodal agencies can seek GNA matching with the scheduled COD for which RE generator has won the bid.

23. WPD should be eligible to obtain the Stage-I & Stage-II connectivity and GNA on behalf of various generators which may set up windfarms under it’s common infrastructure however charges for GNA should be recoverable from the individual windfarm generator as per the commencement date given by it. The payment security mechanism and signing of Tripartite TSA agreement as per the sharing regulations shall be done with the individual generator sharing the common connectivity of wind power park developer.
24. Application of Transmission charges

During the hearing on 4th April 2018 a number of stake holders from the generator side stated that if the generation plant has been delayed or it is not able to sell power it is unrealistic to expect it to start paying GNA charges out of pocket due to this already conventional generation sector is in distress and the GNA liability will make them terminally sick. The GNA liability coming into effect from the predetermined state (Clause-22.3) will be a great damper for fresh investment in RE generation sector. The generating plants should be levied of liability which is rationale and affordable. In this regard extract of Hon’bleSupreme court appeal 3239-1995 order dated 12.4.2002 is quoted below:

"It is, then, a general rule which admits of ample practical illustration, that impotentiaexcusatlegem ; where the law creates a duty or charge, and the party is disabled to perform it, without any default in him, and has no remedy over, there the law will in general excuse him (t) : and though impossibility of performance is in general no excuse for not performing an obligation which a party has expressly undertaken by contract, yet when the obligation is one implied by law, impossibility of performance is a good excuse. Thus in a case in which consignees of a cargo were prevented from unloading a ship promptly by reason of a dock strike, the Court, after holding that in the absence of an express agreement to unload in a specified time there was implied obligation to unload within a reasonable time, held that the maxim lex non cagitadimpossibilis applied, and Lindley, L.J., said : "We have to do with implied obligations, and I am not aware of any case in which an obligation to pay damages is ever cast by implication upon a person for not doing that which is rendered impossible by causes beyond his control".

25. The monthly ISTS revenue requirement should be simply split into hourly revenue requirement and basically shared the ratio of individual discom/ load’s contribution in hourly all India peak. It’s because now the regional grids are strongly stitched and we can consider all India as one grid for sharing of ISTS charges.

The ratio of division of total revenue requirement of ISTS should be prefixed by the commission. As per international practice and considering that finally ISTS and generators are there to ensure power at competitive rates and its smooth flow to load centres, 80-90% of the ISTS charges may be born by the loads or drawing DCs.

The generator may also be levied ISTS charges in the same manner.
All HVDC links should be socialized since they add to grid security and help to regulate power flows on AC lines.

The Draft GNA & connectivity regulations dated 14.11.2017 were discussed during the public hearing on 4th April 2018. In IA No 95/2017 in 145/MP/2017 dated 18.01.2018 the commission had indicated that the revised RE connectivity procedure shall be issued in the month of Feb-2018, which is still awaited. We have not been consulted on this procedure and its principal formulations which are going to be incorporated in the GNA regulations. Therefore the hearing conducted on 4th April 2018 can’t be considered complete from the point of view of RE connectivity. It is requested that RE generators should be provided opportunity to comment on the RE connectivity formulations proposed to be incorporated in the new Connectivity & GNA regulations.

Thanking you.

Yours faithfully,
For Siemens Gamesa Renewable Power Pvt. Ltd.

(AUTHORISED SIGNATORY)

Encl: As above

Cc: 1) The Chief (Engg), CERC, 3rd & 4th Floor, Chanderlok Building,36, Janpath, New Delhi-110001