

Ref: Hexa/CERC-GNA-Fourth/Comments/2025-26/01

Date: 03 April 2025

To  
The Secretary  
Hon'ble Central Electricity Regulatory Commission.  
7th Floor, World Trade Centre, Tower B,  
Naurojinagar, New Delhi-110029

**Subject:** Comments / Suggestions / Objections in the matter of Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025– Reg.

**Reference:**

1. Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025

**Dear Madam/Sir,**

At the outset, we would like to extend our compliments to the Hon'ble Commission to release Draft CERC- Fourth Amendment to GNA Regulations. This reflects a progressive and forward-thinking approach to addressing the upgrading connectivity in the country.

**About Hexa Climate:**

Hexa Climate Solutions Private Limited is Asia Pacific's leading renewable energy platform focused on providing net-zero energy solutions from solar, wind energy projects coupled with energy storage and hydro projects to its corporate, industrial, and commercial customers. We have more than 2500 MW of operational, under-construction, and advanced development stage renewable energy projects across India, Malaysia, Taiwan, Japan, and South Korea. We are backed by I Squared Capital (ISQ), a global infrastructure investment manager with \$37 billion of assets under management, focusing on energy, utilities, telecom, and transport across the Americas, Europe, and Asia.

In India, Hexa Climate has created a portfolio of 1500 MW of operating and under construction solar and wind project across the resource-rich states of Maharashtra, Haryana, Karnataka, Rajasthan, and Tamil Nadu.

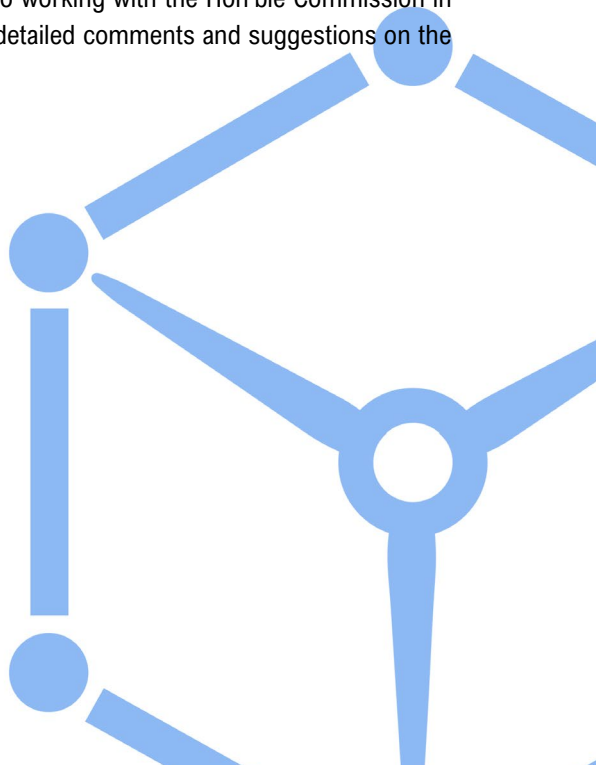
**Our Submission:**

As Asia Pacific's leading renewable energy platform, we are deeply committed to working with the Hon'ble Commission in all its initiatives and have lined up our resource accordingly. In this regard, our detailed comments and suggestions on the draft are attached as Annexure- A for your kind consideration.

Thank you for your time and consideration.

Yours Sincerely,

For Hexa Climate Solutions Private Limited

  
  
Authorized Signatory

### Annexure – A: Comments/Suggestions on CERC (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025

S. No	Clause No	Draft Clause as per 4th Amendment	Rationale	Proposed Clause
1	5.2	<p>The additional generation capacity under Regulation 5.2 of these regulations shall be subject to the following conditions:</p> <p>(a) Connectivity Bank Guarantee Conn-BG1 and Conn-BG3 under Regulation 8 of these regulations shall be furnished by the existing grantee for such additional generation capacity;</p> <p>(b) The existing grantee shall intimate the scheduled date of commercial operation for such additional capacity;</p> <p>(c) In case additional capacity for which approval is sought under Regulation 5.2 of these regulations is REGS (with or without ESS) or ESS (except PSP), the scheduled date of commercial operation for such additional capacity shall not be later than 18 months from date of approval by the Nodal Agency;</p>	<p>(a) Conn-BG-3 @ 2 lakh/MW is required for the existing ISTS system. New additional capacity is utilizing the same infrastructure. For new applications, no additional system is being envisaged. Hence, it should be removed from the requirement.</p> <p>(b) &amp; (C) : Consider a situation in which an existing grantee is required to commission the project by Mar 2027 (generally for HVDC systems). Now, if any additional capacity is applied in Mar 2025 and in principle is granted by May-June 2025, then the developer for the said capacity will need to commission by Nov-Dec 2026 which will be before the commissioning of the original capacity. It will be unfair for both the existing and the new developer. Hence the requirement of capacity installation within 18 months from in-principle grant should not be mandatory.</p>	<p>(a) Connectivity Bank Guarantee Conn-BG1 and Conn-BG3 under Regulation 8 of these regulations shall be furnished by the existing grantee for such additional generation capacity;</p> <p>(b) The existing grantee shall intimate the scheduled date of commercial operation for such additional capacity, <b>which shall be on or after the start date of connectivity of the principal generation capacity;</b></p> <p>(c) <del>In case additional capacity for which approval is sought under Regulation 5.2 of these regulations is REGS (with or without ESS) or ESS (except PSP), the scheduled date of commercial operation for such additional capacity shall not be later than 18 months from date of approval by the Nodal Agency;</del></p>
2	5.8 (d)	5.8 (d) The Renewable Power Park Developer shall furnish the scheduled date of commercial operation of the generating station under the Park prior to grant of final connectivity.	A RPPD develops a park with the objective of offering the infrastructure and connectivity to prospective RE developers for developing a RE project within the park. At the time of development of the park and securing the connectivity, the RE developer is not finalised. It would not be possible for a RPPD to furnish the SCOD of	5.8 (d) The Renewable Power Park Developer shall furnish the scheduled date of commercial operation of the generating station under the Park prior to grant of final connectivity

S. No	Clause No	Draft Clause as per 4th Amendment	Rationale	Proposed Clause
			<p>the generating station, that too prior to grant of final connectivity. It is hence suggested that this proposed draft be removed.</p> <p>The status of RE project under RPPD can be monitored/tracked during various timelines required under Regulation 11A and others and accordingly proper action can be taken.</p>	
4	1 (Modalities of Restricted Access for Solar Hours and Non-Solar Hours of the day)	<p>(g) In case the mutual agreement is not achieved for payment of charges for the dedicated transmission system, including sub-pooling station of an REGS, sharing of the dedicated transmission system shall be carried out as follows:</p> <p>i The entity under Regulation 5.11(b) or 5.11(c) shall not charge more than the indicative Capital cost of the similar configuration as notified by the Nodal Agency from the entity under Regulation 5.11(a) for using the dedicated transmission system, proportionate to the quantum of Connectivity for each entity.</p>	<p>The Amendment mentions about that indicative capital cost of various configurations of the dedicated transmission system. However, no timelines are provided for the closure of such agreement.</p> <p>It is noticed that the lead generator delays such negotiations expecting larger margin of such dedicated margins. The developer who has already invested in land and other related activities get stuck due to delay in signing of the agreement.</p>	<p>(g) In case the mutual agreement is not achieved for payment of charges for the dedicated transmission system, including sub-pooling station of an REGS, sharing of the dedicated transmission system shall be carried out as follows:</p> <p>i The entity under Regulation 5.11(b) or 5.11(c) shall not charge more than the indicative Capital cost of the similar configuration as notified by the Nodal Agency from the entity under Regulation 5.11(a) for using the dedicated transmission system, proportionate to the quantum of Connectivity for each entity.</p> <p><b><i>Provided that the sharing agreement should be executed and submitted with CTUIL within 6 months of final grant of connectivity.</i></b></p>
<b>Addit ional Quer ies</b>	1	<p>Consider below:</p> <p>Developer "X" has the connectivity of 300 MW for solar. It is understood that X must opt for Solar Hour connectivity.</p> <p>X has paid below:</p> <p><b>Application Fees:</b> INR 5 lakh/application</p> <p><b>BGs:</b> Land BG: 10 Lakh/MW (30 Crs.) Conn BG 1: INR 5 Lakh/Application</p>		

S. No	Clause No	Draft Clause as per 4th Amendment	Rationale	Proposed Clause
		<p>Conn BG2 (for 220 kV): INR 3 Crs  Conn BG 3: INR 2 Lakh/MW (6 Crs)</p> <p>Now, Developer “Y” comes with their connectivity of 300 MW for Non-Solar Hours including wind and ESS. Y will also inject during Solar hours.  We would request hon’ble commission to clarify on below:</p> <ol style="list-style-type: none"> <li>Y will need to pay below: <ol style="list-style-type: none"> <li>Application fees (5 lakh/MW)</li> <li>Land BG (10 lakh/MW): 30 Crs</li> <li>Conn BG1: 5 lakhs</li> <li>Conn BG2 (220 kV): INR 3 crs</li> <li>Conn BG3: INR 6 Crs.</li> </ol> </li> <li>Y will also need to execute an agreement with X for using Solar hours connectivity.</li> </ol> <p><b>Additional clarification sought:</b></p> <ol style="list-style-type: none"> <li>Will CONN BGs will be bifurcated between no. of hours of usage of connectivity or Y needs to pay Conn BG2 of INR 3 Crs and CONN BG3 of INR 6 Crs and share the CONN BG2 and CONN BG3 with developer X also.</li> </ol>		
	2	<p>A developer has applied for the connectivity under Solar mode. Now the developer has applied under clause 5.2 for additional capacity. Do we need to apply using the same mode of generation or we are also allowed to change the mode of application from solar to Wind or Hybrid or Solar+ BESS</p>		
	3	<p>if some Wind + ESS or ESS entity has restricted access in non-solar hours, they are eligible to draw full power for charging ESS.  The Solar project might also withdraw power from the GRID for auxiliary consumption during night times. This can potentially interfere with charging of BESS during restricted non-solar hours.</p> <p>We would request Hon’ble commission to kindly clarify.</p>		

