

===== Forwarded message =====

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Date: Thu, 03 Apr 2025 20:42:22 +0530

Subject: Submissions on behalf of Sembcorp Group to Draft CERC (Connectivity and GNA to the Inter-State Transmission System) (4th Amendment) Regulations, 2025

===== Forwarded message =====

Dear Sir / Ma'am,

Please find attached submissions / suggestions on behalf of the **Sembcorp Group** to the draft CERC (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025.

Please also note that as indicated vide trail mail, the following participants would be present during the public hearing scheduled on 09.04.2025 (Wednesday) at 10:00 AM, through VC, to make submissions on behalf of the **Sembcorp Group**: -

1. Mr. Vishrov Mukerjee, Adv. ([vishrov.mukerjee@trilegal.com](mailto:vishrov.mukerjee@trilegal.com));
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4. Mr. Vikrant Nagpal, representative ([vikrant.nagpal@sembcorp.com](mailto:vikrant.nagpal@sembcorp.com));
5. Ms. Priya Dwivedi, representative ([priya.dwivedi@sembcorp.com](mailto:priya.dwivedi@sembcorp.com)).

Regards,

**Damodar Solanki**  
Senior Associate

**Submissions/Suggestions on behalf of Sembcorp Group to the Draft CERC (Connectivity and General Network Access to the inter-State Transmission System) (Fourth Amendment) Regulations, 2025.**

**A. Amended Regulations ought not to be made applicable to existing connectivity holders.**

1. The proposed Regulation 5.11(b) to the CERC (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 (“**GNA Regulations**”) provides that: -

- (a) The In-principle or final connectivity granted to a Renewable Energy Generating Station (“**REGS**”) (with or without Energy Storage System (“**ESS**”)) based on solar source or a Renewable Hybrid Generating Station (“**RHGS**”) having a solar source, including ESS (collectively, “**Solar based REGS/RHGS**”) shall be converted as an “Entity with restricted access” (corresponding to non-solar capacity during non-solar hours) within a period of 1 week after expiry of 3 months from the proposed amendment becoming effective.
- (b) The Solar based REGS/RHGS has been given 3 months after the effectiveness of the proposed amendment to seek approval for additional generation capacity (with or without ESS) or ESS, after which the non-solar capacity (if more than 50 MW) during non-solar hours, shall be granted to any other wind-based REGS or ESS.

2. It is submitted that since the proposed amendments seek to convert the In-principle as well as final connectivity granted to Solar based REGS/RHGS to connectivity with restricted access, the proposed amendments would have a retrospective operation and impair the rights of Solar based REGS/RHGS in respect of completed transactions (i.e., connectivity having been granted), by taking away vested right of the: -

- (a) In-principle connectivity holder, to get final connectivity for the entire duration of 24 hours in a day.
- (b) Final connectivity holder, to utilise connectivity for the entire duration of 24 hours in a day.
- (c) Connectivity grantee, to seek addition of capacity under existing Regulation 5.2, which allows addition of capacity within the existing connectivity and does not put any timeline for commissioning of such additional capacity.

3. ‘Retrospectivity’ has been dealt by the Hon’ble Supreme Court in *Manish Kumar v. Union of India: (2021) 5 SCC 1 (Para 408-411)* wherein a retrospective law was defined to mean a law that supplants an existing law or creates a new one which applies to a past and completed transaction. Therefore, a statute/delegated legislation is deemed to be retrospective which takes away or impairs vested rights acquired under existing laws / regulations or creates new obligations in respect of transactions already completed in the past.

4. It is submitted that the GNA Regulations have been framed under Section 178 of the Electricity Act, 2003, which does not grant this Hon’ble Commission the power to frame

Regulations that have a retrospective effect. Therefore, the proposed Amendment in the GNA Regulations, being in the nature of delegated legislation, cannot be made applicable on retrospective basis on the existing In-principle / final connectivity grantees, as being done under the proposed Amendment. The proposed Amendment should be given prospective effect and made applicable to new applicants only.

5. It is further submitted that the proposed Amendment is substantive in nature since it seeks to take away vested rights of the connectivity holders and therefore, the proposed Amendment should be applied prospectively. The proposed Amendment alters an existing permission / approval, which is impermissible under the current legal framework.

6. It is settled position of law that unless a statute gives power to the executive to make sub-ordinate legislations with retrospective effect, the executive can make sub-ordinate legislations with prospective effect only. The Electricity Act does not expressly or impliedly permit the CERC to notify or amend regulations retrospectively. This position is settled in terms of the following judgment of the Hon'ble Supreme Court: -

- (a) ***Federation of Indian Mineral Industries v. Union of India***, (2017) 16 SCC 186 (Para 21, 26, 28-30)
- (b) ***Mahabir Vegetable Oils (P) Ltd. v. State of Haryana & Ors.***: (2006) 3 SCC 620 (Para 41-42)
- (c) ***Income Tax Officer, Alleppy v. M.C. Ponnoose and Ors. etc.***: (1969) 2 SCC 351 (Para 5)
- (d) ***M.D. Frozen Foods Exports (P) Ltd. v. Hero Fincorp Ltd.***: (2017) 16 SCC 741 (Para 41)

7. In the context of Electricity Act, it is submitted that the Hon'ble APTEL in ***NRSS-XXIX Transmission Ltd. v. CERC & Ors. and batch***, 2022 SCC OnLine APTEL 39 (Para 57, 60-62) had *inter-alia* held that: -

- (a) The Electricity Act does not provide any power to frame rules with retrospective effect and therefore, the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified on 20.10.2021 (“**CIL Rules**”) and framed by the Central Government under Section 179 of the Electricity Act, 2003, cannot have retrospective application. (Para 57-62)
- (b) The CIL Rules will only apply prospectively to matters and change in law claims initiated after 22.10.2021 and cannot be applied retrospectively to proceedings pending as on 22.10.2021. (Para 60)

8. Similar position has been reiterated by the Hon'ble Andhra Pradesh High Court in ***Ecoren Energy India Private Ltd. & Ors. v. State of Andhra Pradesh & Ors.*** 2022 SCC OnLine AP 601 (Para 73-74).

9. In view of the above, it is submitted that the proposed Amendment ought not to be made applicable on existing In-principle or final connectivity holders and ought **to be made**

**applicable, prospectively, only to new applicants seeking connectivity after the proposed Amendment coming into effect.**

**B. Violative of Articles 19 and 300A of the Constitution of India**

10. It is submitted that Connectivity is an asset granted to the Connectivity grantee upon fulfilment of requirements mentioned in the GNA Regulations and deposit of Conn-BGs. The proposed Amendment leads to splitting the connectivity of the Solar based REGS/RHGS, which was granted for the entire day to Solar hours. Thus, the proposed Amendment seeks to take away the Connectivity grantee's right to property and other vested right in Connectivity. It may also be noted that the proposed Amendment seeks to create a mandatory sharing of resources which could give rise to inter-se disputes.

11. It is submitted that the proposed Amendment would require mandatory sharing of assets and resources owned and set up by the Connectivity grantee. Such stipulations not only violate Articles 19(1)(g) and 300A of the Constitution but are also impermissible under the current legal framework. The existing Connectivity grantees have acquired a vested interest which has been fully established and should not be impinged by way of a subsequent amendment.

**C. Mandatory Sharing of DTL/Common Infrastructure**

12. The regulations enforce mandatory sharing of Dedicated Transmission Line (DTL) /common infrastructure, which is owned by the existing Connectivity grantee.

13. It be noted that such a measure will involve parties mandatorily entering into agreements which may not be acceptable. The draft Regulations are silent on consequences in case there are disputes between the parties. Further, since such an arrangement falls beyond the purview of Section 79 of the Electricity Act, it may result in 'unregulated' disputes which jeopardise the functioning and operations of the DTL/Common Infrastructure.

14. DTL and Common Infrastructure are owned (directly or beneficially) by the Connectivity grantee. The proposed Amendment will result in treating them as "common carriers" which is impermissible. Further, since the DTL and common infrastructure are proposed to be utilised by third parties, it may amount to transmission of electricity which requires a licence. It is submitted that the proposed Amendment is, therefore, contrary to the provisions of the Electricity Act.

**Without prejudice to the foregoing submissions:**

**D. Utilisation of connectivity for non-solar capacity during non-solar hours  
[Proposed Regulation 5.11 read with Clause 2(4) to Annexure IV]**

***D.1. Timeline for opting for utilisation of connectivity for non-solar capacity during non-solar hours ought to be extended***

15. Without prejudice to the foregoing, in terms of the proposed Amendments, only 3 months' time has been granted to the Solar based REGS/RHGS (having already applied or received In-principle or final connectivity) to seek approval for additional generation capacity (with or without ESS) or ESS, after which the non-solar capacity (if more than 50 MW) during non-solar hours, shall be granted to any other wind-based REGS or ESS, as the case may be.

16. It is submitted that the proposed period of only 3 months to decide and submit an application seeking connectivity for non-solar capacity during non-solar hours by setting up additional wind capacity or an ESS, is not feasible. The timeline should be extended to at least 12 months for the following reasons: -

- (a) Before exercising this option, developers are required to identify a procurer and secure a Power Purchase Agreement for the additional wind / ESS capacity that would be required to be set up and utilised during the non-solar hours.
- (b) Without identification of a definite procurer, it will be difficult to secure financing for setting up additional wind / ESS capacity, as these are capital intensive.
- (c) Given the current surplus of existing un-tied bids and the higher tariffs associated with non-solar hour PPAs, it would be impossible for the Solar based REGS/RHGS to exercise this option within a period of 3 months. A tabulated statement of unsold power available with SECI as on 05.03.2025 and tariff discovered under recent Off-peak and wind tenders are annexed as **Annexure A**.
- (d) Even for operational connectivity, securing an offtake arrangement would not be possible within 3 months.
- (e) The 3 month time is also insufficient to assess availability of land for additional wind/ ESS capacity.

17. In view of the above, the CERC may consider a more practical approach and extend the timeline for conversion of existing connectivity to connectivity with restricted access (proposed Regulation 5.11 (b)) to at least 12 months, after which the Solar based REGS/RHGS would be better placed to take a decision.

18. Additionally, Regulation 5.11(b) envisages splitting of connectivity for all entities at the same time. This may lead to implementation hurdles as entities having existing connectivity are differently situated. Further, for In-principle connectivity grantees, the start date of connectivity would not have even commenced. Thus, splitting of connectivity for such grantees, as of now, would not achieve the intended objective. Therefore, CERC may consider step-wise implementation of conversion of existing connectivity to connectivity with restricted access (under Regulation 5.11(b)), in the following order: -

- (a) Existing connectivity grantee with operational project/ PPA;
- (b) Existing connectivity grantee and having connectivity start date within 3 years from the date of implementation of the 4th Amendment; and
- (c) In principle connectivity grantees.

***D.2. Parent / subsidiary company of the connectivity applicant/grantee may be allowed to utilise the connectivity for non-solar capacity during non-solar hours***

19. It is submitted that Regulation 5.11(b) and Clause 2(4) of Annexure IV only allows the connectivity applicant or connectivity grantee to exercise this option. This Hon'ble Commission may also allow the parent or subsidiary company of the connectivity applicant / connectivity grantee (which is executing the RE projects utilising existing connectivity) to

apply for utilisation of the connectivity for non-solar capacity during non-solar hours. This will ensure effective, speedy and smoother sharing of connectivity for the non-solar capacity during non-solar hours. Not permitting the parent / subsidiary company to exercise this option would be counter-productive to effective use of connectivity.

***D.3. The first right of existing grantee to apply for restricted connectivity needs to be clearly spelt out in the regulation. [Proposed Regulation 5.11(b)]***

20. While the Explanatory Memorandum mentions that “*Such an entity shall be given three months of time after the effectiveness of the proposed amended Regulations to seek approval for additional generation capacity (with or without ESS) or ESS, after which it shall be converted into an entity with restricted access considering such an application.*”, however, this has not been explicitly provided in the draft Amendment. Accordingly, the same may be clearly specified in the regulation.

**E. Timeline for achieving SCOD in the GNA Regulations. [Proposed Regulation 5.2a(c) & (e) and Clause 1(d) of Annexure IV]**

***E.1. No timeline for achieving SCOD to be prescribed in the GNA Regulations***

21. The proposed Clause 1(d) of Annexure IV to the GNA Regulations provides that the scheduled date of commercial operation (“**SCOD**”) for “Entities with Restricted Access”, i.e., REGS (with or without ESS) based on Wind source or ESS, shall not be more than 18 months from the date of intimation of the In-principle connectivity. Further, the proposed Regulation 5.2a(c) & (e) also provides that the SCOD for the ‘additional generation capacity’ for a REGS (with or without ESS) or ESS, sought under Regulation 5.2, shall not be later than 18 months from the date of approval by the Nodal Agency.

22. It is submitted that this Hon’ble Commission ought not to prescribe any timeline for achieving SCOD for the “Entities with Restricted Access” (i.e., Wind-REGS or ESS) or otherwise in the GNA Regulations. The proposed timeline of 18 months is contradictory to the timelines prescribed under the Competitive Bidding Guidelines for setting up a grid-connected wind power project or a BESS, as under: -

S. No.	Relevant Guidelines	Capacity (MW)	Scheduled Commencement of Supply Date / Scheduled Commissioning Date
1.	Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Power Projects, 2023 (as amended on 12.02.2025) [Regulation 14.2]	< 1000	24 months from the date of PPA
		> 1000	30 months from the date of PPA
2.	Guidelines for Procurement and Utilization of Battery Energy Storage	< 250	18 months from Effective Date of BESPA

	Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services, 2022 [Clause C(3)(a) to Section IV]	> 250	24 months from Effective Date of BESPA
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23. It is further submitted that in terms of the Competitive Bidding Guidelines, the provisions regarding the SCOD and its extension are prescribed in the PPAs with the procurers and are therefore, governed by the said PPAs. Consequently, any claim by the generating company *qua* extension of the SCOD on account of any force majeure event or otherwise under the PPA is raised against the said procurers in accordance with the PPAs. In case the timeline for achieving SCOD is not linked to the respective PPAs and is prescribed separately in the GNA Regulations (without any provision for its extension), it would lead to unnecessary litigation and create ambiguity. This may result in a situation where, on one hand, the generating company obtains extension of SCOD on account of any force majeure event under the PPA, whereas, on the other hand, the SCOD under the GNA Regulations may remain the same, leading to conflicting timelines.

24. It is therefore submitted that the timeline for SCOD ought not to be prescribed in the GNA Regulations.

25. Even otherwise, no timeline for achieving SCOD may be prescribed for a Captive Generating Station, whereby SCOD of the Captive Generating Station is governed as per mutual agreement between the Captive Generating Station and the Captive Consumer.

***E.2. Without prejudice, the timeline for achieving SCOD ought to be extended***

26. Without prejudice to the above submission, it is submitted that the timeline for achieving SCOD within a period of 18 months from the In-principle connectivity is not feasible, for the following reasons: -

- (a) The start date of Connectivity itself is beyond 18 months.
- (b) The SCOD of Wind based REGS/RHGS under the respective Competitive Bidding Guidelines and the existing LoAs/PPAs is beyond 18 months.
- (c) Without identification of a definite procurer, it will be difficult to secure financing for setting up additional wind / ESS capacity, as these are capital intensive.

27. In the above context, the SCOD for “Entities with Restricted Access” under proposed Regulation 5.11(a) and for ‘additional generation capacity’ under proposed Regulation 5.2a, may be prescribed as the later of the following: -

- (a) SCOD as per the PPA/LoA;
- (b) Start date of the Connectivity; or
- (c) 24 months from grant of connectivity with restricted access.

**F. Change in Shareholding pattern of the Connectivity grantee upto CoD [Proposed Regulation 11A (6)]**

28. The proposed Regulation 11A (6) is extracted as under: -

***“11A. Conditions subsequent to be satisfied by the Connectivity Grantee***

.....

(6) *Any changes in shareholding pattern of the Connectivity grantee upto CoD of the project shall be subject to the following:*

(a) *The promoters of the Connectivity grantee shall not cede control (where control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Company.*

(b) *In case the Connectivity grantee has multiple promoters (but none of the shareholders have more than 50% of voting rights and paid-up share capital), the shareholding pattern shall be maintained and cannot be changed upto COD of the project.*

(c) *Any change in shareholding pattern other than covered in sub-clauses (a) and (b) shall require prior approval of the nodal agency and shall be filed for information of commission within 45 days of such approval. Nodal Agency may allow such application considering the practical requirement for change in shareholding.”*

***F.1. Restriction on change in control / shareholding upto CoD violates Article 19(1)(g) of the Constitution of India.***

29. It is submitted that the proposed restriction on change of control and shareholding in the Connectivity grantee, up to CoD places a restriction on sale of equity in the said Connectivity grantee to third parties and is thus, violative of Article 19(1)(g) of the Constitution of India. In any event, such imposition / restriction cannot be placed on existing Connectivity holders or applicants given that such restriction amounts to retrospectively altering the terms and conditions for grant of connectivity.

30. It is submitted that drawing parity with REIA projects is treating unequals equally. Third-party / captive / non-utility projects cannot be treated at par with REIA projects. It is submitted that the measures proposed in the draft Amendment is disproportionate given that Regulation 15 of the GNA Regulations prohibits transfer of connectivity. It is submitted that the measures to restrict change in shareholding are arbitrary, unreasonable and will amount to imposition of a disproportionate measure retrospectively.

***F.2. Restriction on change in control / shareholding is arbitrary and has no reasonable nexus to the objective being achieved***

31. The proposed Regulation 11A (6) provides for the following two situations: -

(a) ***Situation 1:*** If any promoter of the Connectivity grantee holds more than 50% of the voting shares / right to appoint Directors, the said promoter cannot cede its control up to the CoD. However, the shareholding of the remaining shareholders may be changed. [Proposed Regulation 11A(6)(a)]

- (b) ***Situation 2:*** In case the Connectivity grantee has multiple promoters, but none of the shareholders have more than 50% of the voting rights / paid-up share capital, none of the shareholders can change their shareholding in the Connectivity grantee up to CoD. [Proposed Regulation 11A(6)(b)]

32. In terms of Para 39 of the Explanatory Memorandum issued for the proposed Amendment, the intent behind restricting changes in the shareholding pattern of a Connectivity grantee is to ensure project implementation by serious and committed applicants. Some applicants obtain Connectivity but do not commission a project and instead sell the SPV with Connectivity to another entity, which suggests a lack of seriousness or commitment. Therefore, there is a need to monitor the transfer of ownership of the Connectivity applicant/grantee prior to the CoD to ensure that only serious, committed and sincere applicants obtain Connectivity and commission the Project.

33. It is submitted that the change in control / shareholding of the Connectivity grantee has no relation to the seriousness of the Connectivity applicant/grantee to commission the Project. Further, the GNA Regulations already provides for enough safeguards to ensure that only serious, committed and sincere applicants obtain Connectivity and commission the Project. In this regard, it is relevant to note that: -

- (a) Regulation 24.6(1)(a) provides that if the Connectivity has been made effective and the Connectivity grantee fails to achieve COD (part or full) on or before the SCOD, the Connectivity shall be revoked for the corresponding capacity.
- (b) Regulation 24.6(2) read with Regulation 24.2 and 24.3 provides that in such cases, the Conn-BG-1, Conn-BG-2 and/or Conn-BG-3 may be encashed.

34. In view of the above, it is submitted that the restriction placed on change in control / shareholding is arbitrary and without any basis; and no such restriction on change in control / shareholding of the Connectivity grantee may be introduced by way of the proposed Amendment.

35. Additionally, an appropriate exception needs to be carved out for publicly listed entities regarding change in shareholding.

***F.3. Without prejudice, the term “Promoters” shall be defined to include ultimate promoter and change in shareholding to be allowed within same group of companies***

36. Without prejudice to the above, it is submitted that the term “promoters” has not been defined in the GNA Regulations. The definition of “promoters” shall be clearly defined and should recognise direct / indirect shareholding of the ultimate promoter. This would ensure that while the shareholding of the Connectivity grantee may undergo a change, the control remains within the ultimate promoter, within the same group of companies. This may be necessary for business operations. Given that parent companies and subsidiaries are permitted to utilise the connectivity granted, permitting such arrangements will further the objective of effective utilisation of connectivity.

**G. Definition of “Solar hours” [Proposed Regulation 2.1(ak-i)]**

37. The proposed Regulation 2.1(ak-i) defines “Solar hours” as under: -

*“(ak-i) “Solar hours” means the time blocks of the day as declared by NLDC on each Saturday for the subsequent week starting from Monday to Sunday every week for each State based on anticipated solar insolation;”*

38. It is submitted that frequent declaration of solar hours every week would lead to uncertainties regarding quantum of generation which ultimately will lead to uncertainty in tariff proposal for future projects. For ease of operation and benchmarking the solar hours could be defined for the state and should be judiciously fixed. Needless to state, the fixation of solar/ non solar hours is vital and requires clarity considering the existing connectivity grantee who is serving a PPA would be bound by stipulations thereunder viz. Capacity utilisation factor (CUF)/ contracted quantum and non-observance of such stipulations would unduly expose the IPPs to steep penalties. The fixation should be at least monthly or quarterly in order to enable parties to plan power procurement.

#### **H. Annexure-IV: Modalities of Restricted Access for Solar Hours and Non-Solar Hours of the day**

##### **Re: Connectivity Bank Guarantee:**

39. Clause 1(h) of the proposed Annexure-IV provides as under: -

*“(1) Grant of Connectivity with restricted access to any entity covered under Regulation 5.11 (a) of these regulations:*

...

*(h) Connectivity Bank Guarantee:*

*For cases covered under Clause (1)(e) of this Annexure, Connectivity Bank Guarantee viz Conn-BG2 and Conn-BG3, as the case may be, already furnished by an entity under Regulation 5.11(b) or 5.11(c) shall be shared on prorata basis between the entity under Regulation 5.11(b) or 5.11(c) and entity covered under Regulation 5.11 (a) of these regulations. Conn-BG1, as per Regulation 8 of these regulations shall be submitted separately by each entity.”*

40. It is submitted that at present, a developer having a solar based connectivity has an option to change the source of connectivity from Solar to BESS. In this regard, Clause 5(xiii) of the Detailed Procedure under the GNA Regulations dated 14.10.2022, provides as follows:-

*“5. Application for Grant of Connectivity*

*xiii. The Applicants who have been granted Connectivity to ISTS for the generation projects based on particular renewable energy source(s) (with or without ESS) may, for the same granted connectivity, **change to another renewable energy source(s) (with or without ESS) in part or full**, subject to approval by CTU, keeping in view of outcome of system studies. The entity shall submit the Technical Data for changed renewable energy source(s) and CTU shall incorporate the necessary change in connectivity agreement in line with GNA Regulations.”*

41. Further, by way of the draft 3<sup>rd</sup> Amendment dated 31.07.2024 to GNA Regulations, the following was proposed: -

**“14. Amendment to Regulation 9 of the Principal Regulations:**

14.1. A new Regulation 9.3 shall be inserted below Regulation 9.2 of the Principal Regulations as under:

*“9.3. The Applicants who have been issued an in-principle grant of Connectivity or final grant of Connectivity to ISTS, for the generation projects based on particular renewable energy source(s) (with or without ESS) may, for the same connectivity quantum, **change to another renewable energy source(s) (with or without ESS) or ESS in part or full**, by making an application to the Nodal Agency for approval for such change within 18 months from the in-principle grant of Connectivity. The Nodal Agency may carry out system studies, as required, and approve or reject the change in energy source within 30 days of application by the Applicant. On approval of such change of renewable source(s), the entity shall submit the technical data for changed renewable energy source(s), and CTU shall incorporate the necessary change in connectivity agreement, if already signed.”*

42. In view of the above, for example, there is an entity with a Solar Connectivity of 300 MW. Prior to the draft 4th Amendment, there was no distinction between Solar and Non-Solar hours for connectivity. Additionally, this entity was allowed to switch from Solar to a combination of Solar + ESS, or even only to ESS (part/full). Accordingly, if the entity chose to convert the source of its connectivity from Solar to ESS only and the ESS Project was commissioned in time, the entity would be eligible for return of its Connectivity Bank Guarantees (Conn BGs).

43. However, if the proposed changes in the draft 4th Amendment are to be considered, which bifurcates connectivity between Solar and Non-Solar hours, the same entity may be required to separately commission a second project to meet the criteria for solar hours, if it intends to set up an ESS project only. Further, if the solar project (for solar hour injection) is not commissioned, its corresponding BGs will be encashed. This can be explained with the following illustration considering that the entity has 300 MW land based solar connectivity: -

Particulars	Conn BGs before 4 <sup>th</sup> Amendment	Conn BGs after 4 <sup>th</sup> Amendment	
	24 hours connectivity	Solar Hour Connectivity	Non-Solar Hour Connectivity
Conn BG1	Rs. 0.50 crore	Rs. 0.50 crore	Rs. 0.50 crore
Conn BG2 (220 kV)	Rs. 3.00 crore	Rs. 1.50 crore	Rs. 1.50 crore
Conn BG3	Rs. 6.00 crore	Rs. 3.00 crore	Rs. 3.00 crore
Project capacity commissioned	300 MW BESS (post approval of source change from Solar to ESS)	Nil	300 MW BESS (for injection only during non-solar hours)
BG Encashment	Nil	Rs. 5.00 crore	Nil

44. Based on the above illustration, if the 300 MW BESS project (after approval of the change in source from Solar to ESS) is commissioned within time, the Conn BGs would have been fully returned and there would have been no encashment prior to the 4th Amendment. However, after notification of the 4th Amendment, Conn BGs of Rs. 5 Crores would be encashed.

45. Considering the above example, it is submitted that in such situations, the commissioning of the BESS / BESS + Solar project (injecting only during non-solar hours) should be considered for compliance for solar hour connectivity, provided the said project is developed by the original Connectivity grantee or its subsidiary/parent company. Alternatively, the Connectivity grantee may be permitted and given one-time option to relinquish its solar hour connectivity, given that it has already commissioned an equivalent project (such as BESS or BESS+Solar) and in this case, the Conn-BGs related to solar hours should also be returned.

\*\*\*\*\*

# ANNEXURE - A

12

## Annexure-1

ISTS Solar Tranche XVI scheme						
Sl. No.	SPD	Capacity for allocation (MW)	*Discovered Tariff through e-RA (INR/kWh)	CUF (%)	Scheduled Commencement of Supply Date	Remarks
1	SAEL Industries Limited	250	2.48	30.00	24 months from effective date of PPA	This scheme shall be governed by Uniform Renewable Energy Tariff (URET) Mechanism.
2	NTPC Renewable Energy Limited	200	2.48	28.68		
<b>Total</b>		<b>450</b>				
ISTS Solar Tranche XIV scheme						
1	Avaada Energy Private Limited	300	2.57	27.00	24 months from effective date of PPA	This scheme shall not be governed by Uniform Renewable Energy Tariff (URET) Mechanism.
2	SAEL Industries Limited	600	2.57	30.00		
3	Engie Energy India Private Limited	100	2.57	29.00		
4	Renew Solar Power Private Limited	300	2.57	29.00		
5	NTPC Renewable Energy Limited	200	2.58	28.96		
<b>Total</b>		<b>1500</b>				
ISTS Solar Tranche XIII scheme						
1	NTPC Renewable Energy Limited	250	2.57	28.96	24 months from effective date of PPA	This scheme shall not be governed by Uniform Renewable Energy Tariff (URET) Mechanism.
<b>Total</b>		<b>250</b>				

\* SECI's trading margin of INR 0.07 /kWh shall be applicable over & above discovered tariff

ISTS Solar Tranche XI scheme						
Sl. No.	SPD	Capacity for allocation (MW)	*Discovered Tariff through e-RA (INR/kWh)	CUF (%)	Scheduled Commencement of Supply Date	Remarks
1	Eden Renewable Cadet Private limited	300	2.60	27.49	18 months from effective date of PPA	This scheme shall not be governed by Uniform Renewable Energy Tariff (URET) Mechanism
2	Jakson Limited	50	2.60	30.00		
3	ReNew Solar Power Private Limited	250	2.60	27.50		
<b>Total</b>		<b>600</b>				
ISTS Tranche XV Scheme - Solar with ESS						
1	ACME Solar Holding Limited	200	3.42	25.30	24 months from effective date of PPA	1. Normal Solar Power shall be supplied during solar hours at mentioned CUF. 2. Additionally, Half of the contracted capacity shall be supplied in 2 Hours during Peak Hours from 18:00 – 24:00 Hrs i.e. 350 MW X 2 Hrs.
2	JSW Neo Energy Limited	500	3.42	25.00		
<b>Total</b>		<b>700</b>				
ISTS Manufacturing Linked Solar Power scheme						
1	Azure Power India Pvt. Limited	300	2.54	27.20	24 months from effective date of PPA	1. Impact of BCD is waived off and GST shall be borne by Buying Entity. 2. ISTS transmission charges and losses shall not be applicable as per CERC Regulations.
2	Azure Power India Pvt. Limited	667	2.42	27.20	48-60 months from effective date of PPA	
3	Adani Green Energy Four Limited	1799		28.00	24 months from effective date of PPA	
<b>Total</b>		<b>2766</b>				

SECI's trading margin of INR 0.07 /kWh shall be applicable over & above discovered tariff.

ISTS FDRE IV Scheme					
Sl. No.	HPD/RPD	Capacity for allocation (MW)	* Discovered Tariff though e-RA (INR/kWh)	Scheduled Commencement of Supply Date	Remarks
1	Vena Energy Aura Private Limited	100	4.98	24 months from effective date of PPA	Demand following Firm and Dispatchable RE (FDRE) Power
2	Hero Solar Energy Private Limited	100	4.98		
3	JSW Neo Energy Limited	230	4.98		
4	Hexa Climate Solutions Private Limited	100	4.99		
5	Serentica Renewables India 11 Private Limited	100	4.99		
<b>Total</b>		<b>630</b>			
ISTS FDRE VI Scheme					
1	Altra Xergi Power Private Limited	200	8.50	24 months from effective date of PPA	Assured Peak supply solely during evening peak hours from 18:00 – 24:00 Hrs
<b>Total</b>		<b>200</b>			

\* SECI's trading margin of INR 0.07 /kWh shall be applicable over & above discovered tariff

ISTS Hybrid Tranche - IX scheme						
Sl. No.	HPD	Capacity for allocation (MW)	* Discovered Tariff though e-RA (INR/kWh)	CUF (%)	Scheduled Commencement of Supply Date	Remarks
1	Juniper Green Energy Private Limited	150	3.25	33.00	24 months from effective date of PPA	This scheme shall be governed by Uniform Renewable Energy Tariff (URET) Mechanism.
2	ACME Solar Holdings Limited	300	3.25	33.00		
3	Sembcorp Green Infra Private Limited	150	3.26	32.00		
<b>Total</b>		<b>600</b>				
ISTS Hybrid Tranche - VIII scheme						
1	Juniper Green Energy Private Limited	150	3.43	33.00	24 months from effective date of PPA	This scheme shall be governed by Uniform Renewable Energy Tariff (URET) Mechanism.
2	Asurari RenewablesIndia Project Private Limited	300	3.45	34.00		
3	AMPIN Energy Utility Private Limited	150	3.45	36.72		
4	Adyant Enersol Private Limited	60	3.45	30.00		
5	JSW Neo Energy Limited	300	3.45	30.00		
6	Avaada Energy Private Limited	240	3.46	30.00		
<b>Total</b>		<b>1200</b>				
ISTS Hybrid Tranche - VI scheme						
1	AMP Energy Green Private Limited	50	4.64	52.06	24 months from effective date of PPA	2 Hours Power supply each in morning and evening is assured with normal Wind-Solar Hybrid+ BESS power.
2	ReNew Vikram Shakti Private Limited	300	4.69	72.00		
3	Hero Solar Energy Private Limited	60	4.72	60.66		
4	ACME Clean Tech Solutions Private Limited	190	4.72**	60.00		
<b>Total</b>		<b>600</b>				

\* SECI's trading margin of INR 0.07 /kWh shall be applicable over & above discovered tariff

\*\* HPD has discounted the discovered Tariff from Rs. 4.73/kWh to Rs. 4.72/kWh

Generation Profile for FDRE-IV Scheme

Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	102.5	102.5	102.5	508.5	587.5	625	616.5	621.5	484	92.5	97.5	102.5
1	102.5	102.5	102.5	433	571.5	604	587.5	593.5	456.5	92.5	97.5	97.5
2	102.5	102.5	102.5	352.5	545	591.5	559	503.5	430.5	87.5	92.5	97.5
3	102.5	102.5	102.5	270	487	572.5	530	407.5	380	87.5	87.5	92.5
4	97.5	102.5	102.5	242.5	418.5	552.5	502	334.5	323.5	87.5	87.5	97.5
5	107.5	112.5	117.5	225	299.5	488	419	276.5	285	97.5	97.5	107.5
6	195	200	215	225	226.5	356	336	228.5	262	175	175	195
7	190	195	210	225	225	237.5	256.5	225	226.5	185	180	190
8	185	200	210	225	225	225	225	225	225	195	185	190
9	200	210	210	225	225	225	225	225	225	200	210	205
10	215	225	220	225	225	225	233	225	225	205	220	210
11	220	230	220	225	225	227	243	225	226.5	215	220	215
12	220	230	225	225	225	225	231	225	225	220	220	215
13	205	215	210	225	225	246	278.5	225	227	202.5	205	200
14	185	195	195	225	272	338	363.5	242	281.5	185	190	185
15	180	190	190	228	352.5	462.5	422.5	302.5	323.5	180	185	180
16	179	189	184	250.5	435.5	495	466.5	362	343.5	179	184	189
17	185	190	195	301.5	439.5	516.5	496.5	416.5	400.5	190	200	235
18	205	205	210	292.5	376.5	467	499	399.5	418.5	195	205	210
19	215	215	215	287.5	369.5	440.5	498	473.5	444.5	190	215	215
20	215	215	215	225	328	417.5	493.5	513	436.5	185	215	220
21	250	215	215	276.5	441	513.5	555	553	477.5	185	210	235
22	195	200	200	376.5	545	579	586.5	610	510.5	170	195	200
23	195	200	205	449	565	597.5	595	617	507.5	175	185	200

S No	Bid Agency	Bids Capacity (MW)	Type	Period	L1 Tariff
<b>Wind</b>					
1	GUVNL-Wind-V	500	Wind	May'23	3.11
2	SECI-Wind-XIV	1200	Wind	Jun'23	3.18
3	REC	100	Wind	Nov'23	3.58
4	GUVNL Tranche –VI	500	Wind	Jan'24	3.42
5	SECI Tranche XVI – Gujarat	500	Wind	Feb'24	3.61
6	SECI Tranche XVI – Karnataka	350	Wind	Feb'24	3.60
7	GUVNL Tranche – VIII	200	Wind	Oct'24	3.56
<b>Solar +Storage / RTC / FDRE/Assured Peak</b>					
1	SECI Tranche-VI	2000	Firm Power (Pure Peak Power)	Jan'25	8.50