

Date: 17.09.2024

**To**  
**The Secretary,**  
**Central Electricity Regulatory Commission,**  
**6th, 7th & 8th Floors, Tower B, World Trade Centre,**  
**Nauroji Nagar, New Delhi-110029**

**Subject:** Comments on Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Third Amendment) Regulations, 2024.

**Reference:** CERC Draft Notification No.: L-1/261/2021/CERC dated 31.07.2024.

Dear Sir/ Madam,

Greetings from ReNew Pvt. Ltd.!

ReNew Pvt. Ltd. is one of the largest renewable power producers in India, having an aggregated portfolio of ~20 GW, including more than 10 GW of operational capacity. We have portfolio of solar, wind & hydro assets with presence across various states in the country. The company is also the first Indian renewable company to be listed on NASDAQ.

This is in reference to the Notification issued by CERC inviting comments/ suggestions on Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) (Third Amendment) Regulations, 2024. We are herewith submitting our comments as per attachment.

We request your good office to kindly consider our comments/suggestions while finalizing the same.

Thanking you.

**Yours Sincerely,**



**for ReNew Private Limited**



**ReNew Private Limited**  
**(Formerly known as ReNew Power Private Limited)**

**CIN:** U40300DL2011PTC291527

**Corporate Office:** ReNew.Hub, Commercial Block-1, Zone 6, Golf Course Road, DLF City Phase-V, Gurugram - 122009

**Registered Office:** 138, Ansal Chambers- II, Bhikaji Cama Place, New Delhi -110066

**W** [www.renew.com](http://www.renew.com) **T** +91 124 489 6670 **F** +91 124 489 6699

Sr. No.	Proposed in the Draft 3 <sup>rd</sup> Amendment	Suggestions	Rationale
1	<p><b>3.7 Withdrawal of Application for Connectivity or GNA and treatment of Bank Guarantees:</b></p> <p>3.7.1 If any application for grant of Connectivity or grant of GNA is withdrawn before the in-principle grant of Connectivity in terms of Regulation 7 of these regulations or grant of GNA in terms of Regulation 22 of these regulations, the Nodal Agency shall deal with such cases in the following manner:</p> <p>(a) 50% of the application fee shall be forfeited.</p> <p>(b) Balance 50% of the application fee, 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 refunded by the Nodal Agency to the Applicant within 15 days of withdrawal of the application:</p>	<p><b>3.7 Withdrawal of Application for Connectivity or GNA and treatment of Bank Guarantees</b></p> <p>3.7.1 If any application for grant of Connectivity or grant of GNA is withdrawn before the in-principle grant of Connectivity in terms of Regulation 7 of these regulations or grant of GNA in terms of Regulation 22 of these regulations, the Nodal Agency shall deal with such cases in the following manner:</p> <p>(a) 50% of the application fee shall be forfeited.</p> <p>(b) Balance 50% of the application fee, 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 refunded by the Nodal Agency to the Applicant within 15 days of withdrawal of the application:</p> <p><b>(c) For applicants covered by Clause (vii)(b) or Clause (xi)(b) of Regulation 5.8, the Nodal Agency shall release the relevant land documents with seven (07) working days for use of the same to apply for Connectivity at other ISTS sub-stations.</b></p>	<p>The proposed amendment does not cover the applications for grant of connectivity as per Clause (vii)(b) or Clause (xi)(b) of Regulation 5.8, is withdrawn before the in-principle grant of connectivity.</p> <p>In order to include applicants covered under Clause (vii)(b) or Clause (xi)(b) of Regulation 5.8, where Connectivity is sought using a Registered Title Deed, lease rights, or land use rights for 50% of the required land for capacity, we have suggested to add clause 3.7.1 (c).</p> <p>Since the Land BG is fully returned under the proposed sub-clause 3.7.1(b), we request the hon'ble Commission to consider the suggested addition for release of land documents within seven (07) days. Further, we also request the Hon'ble Commission to allow all these land documents for submission as proof for application of connectivity at other ISTS sub-stations either by the same or a different entity.</p>
2	<p><b>3.7.2 If any application is withdrawn for partial quantum based on the availability of evacuation capacity at the substation at which Connectivity has been sought before the in-principle grant of Connectivity.....:</b></p> <p>(i) .....</p> <p>(ii) For applicants covered under sub-clause (b) of Clause (vii) of Regulation 5.8 of these regulations or sub-clause (b) of Clause (xi) of Regulation 5.8 of these regulations, the</p>	<p><b>3.7.2 If any application is withdrawn for partial quantum based on the availability of evacuation capacity at the substation at which Connectivity has been sought before the in-principle grant of Connectivity.....:</b></p> <p>(i) .....</p> <p>(ii) For applicants covered under sub-clause (b) of Clause (vii) of Regulation 5.8 of these regulations or sub-clause (b) of Clause (xi) of Regulation 5.8 of these</p>	<p>We request the Hon'ble Commission to put a timeline of seven (07) days for return of land document in case of withdrawal of partial connectivity quantum for applicants covered under sub-clause (b) of Clause (vii) of Regulation 5.8 of these regulations or sub-clause (b) of Clause (xi) of Regulation 5.8 of these regulations.</p>

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	applicant shall intimate the details of the land documents corresponding to the quantum withdrawn and the Nodal Agency shall release such documents.	regulations, the applicant shall intimate the details of the land documents corresponding to the quantum withdrawn and the Nodal Agency shall release such documents <b>within seven (07) days of such intimation.</b>	
3	<p><b>3.7.3 If any application is withdrawn after the in-principle grant of Connectivity and before the final grant of Connectivity.....</b></p> <p>(a) .....</p> <p>(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.</p>	<p><b>3.7.3 If any application is withdrawn after the in-principle grant of Connectivity and before the final grant of Connectivity.....:</b></p> <p>(a) .....</p> <p>(b) <del>5%</del><b>100%</b> 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 <del>forfeited and balance 95% of BG shall be</del> returned to the Applicant within 15 days of withdrawal of the application.</p> <p>(c) .....</p> <p>(d) .....</p> <p><b>(e) For applicants covered by Clause (vii)(b) or Clause (xi)(b) of Regulation 5.8, the Nodal Agency shall release the relevant land documents with seven (07) working days for use of the same to apply for Connectivity at other ISTS sub-stations.</b></p>	<p>The Hon'ble Commission has also proposed addition of a new regulation 11C where reallocation of bays falling vacant due to surrender or revocation has been allowed. Accordingly, in case any connectivity application is withdrawn, even after in-principle grant but before final grant, the same can be reallocated to another connectivity applicant.</p> <p>Further, we have suggested to add clause 3.7.3(e) for release of land documents within seven (07) working days for applications covered under Clause (vii)(b) or Clause (xi)(b) of Regulation 5.8 of these regulations.</p> <p>Therefore, we request the Hon'ble Commission to forfeit only application fees if any connectivity application is withdrawn after the in-principle grant of Connectivity and before the final grant of Connectivity. The BGs (Conn BG1, Conn-BG2, Conn-BG3), if any, should be returned within 15 days of withdrawal of the such application.</p>
4.	<p><b>Regulation 3.8</b> An applicant whose Bank Guarantee (BG) is to be encashed may opt to pay the equivalent amount through online payment mode, in lieu of such encashment of BG under these regulations and seek the return of the BG.</p>	<p><b>Regulation 3.8</b> An applicant whose Bank Guarantee (BG) is to be encashed may opt to pay the equivalent amount through an online payment mode, in lieu of such encashment of BG under these regulations and seek the return of the BG within 15 working days of confirmation of receipt of the equivalent amount through an online payment mode.</p>	<p>The proposed draft regulation did not include a specific timeframe for returning the BG. By introducing a 15 working day limit, the modification ensures the process is time-bound, providing clarity and certainty to both the applicant and the Central Transmission Utility (CTU). Additionally, we have proposed incorporating the phrase "confirmation of receipt of the equivalent amount through an online payment mode encashment notice from CTU," which clearly defines the steps involved in the process.</p>

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5.	<p><b>5.8(XI)(a) Sub-clause (a) to the Clause (xi) of Regulation 5.8:</b>  (a) .....  Provided that  (i) In case of REGS other than RHGS and RHGS located in a single place, for an application based on such LOA or PPA, an applicant shall be eligible to apply for Connectivity up to the installed capacity provided in the LOA or PPA. The connectivity under clause (a) of this Regulation shall be limited to the LOA or PPA quantum. For balance capacity, if any, the applicant shall be eligible to seek additional Connectivity based on sub-clauses (b) to (c) of this Clause;</p> <p>(ii) In case of Applicant being multi-located REGS, where LOA or PPA provides location and installed capacity at each location, the applicant shall be eligible to seek the Connectivity up to the Installed capacity at each location provided in the LOA or PPA. In case the installed capacity is higher than the LOA or PPA quantum, the connectivity under clause (a) of this Regulation at each location shall be limited to the LOA or PPA quantum. For balance capacity, if any, the applicant shall be eligible to seek additional Connectivity based on sub-clauses (b) or (c) of this Clause.”</p>	<p><b>5.8(XI)(a) Sub-clause (a) to the Clause (xi) of Regulation 5.8:</b>  (a) .....  Provided that  (i) In case of REGS other than RHGS and RHGS located in a single place, for an application based on such LOA or PPA, an applicant shall be eligible to apply for Connectivity up to the installed capacity provided in the LOA or PPA. The connectivity under clause (a) of this Regulation shall be limited to the LOA or PPA quantum. <b>Provided that in case of RHGS located at a single place, it may apply for grant of Connectivity for a quantum less than or equal to the installed capacity mentioned in the LOA;</b></p> <p>(ii) In case of Applicant being multi-located REGS, where LOA or PPA provides location and installed capacity at each location, the applicant shall be eligible to seek the Connectivity up to the Installed capacity at each location provided in the LOA or PPA. In case the installed capacity is higher than the LOA or PPA quantum, the connectivity under clause (a) of this Regulation at each location shall be limited to the LOA or PPA quantum. For balance capacity, if any, the applicant shall be eligible to seek additional Connectivity based on sub-clauses (b) or (c) of this Clause.”</p>	<p>We would like to submit that</p> <ul style="list-style-type: none"> <li>As per the Request for Selection (RfS) issued by SECI for RE-RTC projects, the declared CUF should not be less than 50% on an annual basis. Accordingly, developers have quoted an annual Capacity Utilization Factor (CUF) more than 50% which was accepted by SECI.</li> <li>To maintain this said CUF while ensuring a committed power supply for four hours during peak periods daily, the project's installed capacity must exceed the contracted capacity. This is necessary so that during off-peak hours, the hybrid projects can generate enough power to meet the declared CUF requirement.</li> <li>To meet the said requirement under the PPA, developers have designed the project wherein the installed capacity is much more than contracted capacity. In this scenario, during peak hours, the total generation from the Project will exceed the contracted capacity. This surplus energy will be sold to other third parties or on power exchanges to ensure that no excess energy goes to waste, which is in the best interest of consumers.</li> <li>If connectivity is not allowed for the entire installed capacity, a significant amount of renewable energy could be wasted whenever generation exceeds 600 MW and the ESS is fully charged.</li> <li>Further, the competitive bidding guidelines for FDRE provides for sale of excess power generated by the project. Hence, the injection is not restricted to the LOA quantum under the said RFS.</li> <li>During peak hours, generation will be higher than the Contracted Capacity, which will be sold to other/ third parties or the power exchanges in order to utilize the excess energy.</li> </ul>

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			In view of the above, we request the Hon'ble CERC to allow connectivity up to installed capacity mentioned in the LOA.
6	<p><b>11A. Conditions subsequent to be satisfied by the Connectivity Grantee</b>  (1) .....</p> <p>“(4) An entity, which has applied for Connectivity under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 and has been issued final grant of Connectivity, is issued LOA or enters into a PPA, as eligible under Clause (xi)(a) of the Regulation 5.8, either for part capacity or full capacity, may apply to CTU for conversion of its Connectivity under Clause (xi)(b) or Clause (xi)(c) of the Regulation 5.8 to Clause (xi)(a) of the Regulation 5.8, subject following:</p>	<p><b>11A. Conditions subsequent to be satisfied by the Connectivity Grantee</b>  (1) .....</p> <p>(4) An entity, which has applied for Connectivity under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 and has been issued <b>In-principle grant of Connectivity</b> or final grant of Connectivity, is issued LOA or enters into a PPA, as eligible under Clause (xi)(a) of the Regulation 5.8, either for part capacity or full capacity, may apply to CTU for conversion of its Connectivity under Clause (xi)(b) or Clause (xi)(c) of the Regulation 5.8 to Clause (xi)(a) of the Regulation 5.8, subject following:</p>	<p>We respectfully request that this Hon'ble Commission grant permission for the conversion of land-based or Land Bank Guarantee (Land-BG) based connectivity to Letter of Award (LOA) or Power Purchase Agreement (PPA) based connectivity for applications where in-principle connectivity has already been granted.</p> <p>The rationale behind this request is rooted in the significant time lag between the receipt of in-principle connectivity approval and the final grant of connectivity. This delay often hinders project progress and creates uncertainty for developers. As a result, it becomes crucial for applicants to be allowed the flexibility to convert their existing connectivity status under Clause (xi)(b) or (xi)(c) to Clause (xi)(a) without having to wait for the final grant of connectivity.</p> <p>This provision would facilitate smoother project execution, reduce unnecessary delays, and ensure that power project developers can proceed with greater certainty, benefiting both the developers and the broader energy infrastructure. We therefore urge the Hon'ble Commission to consider this request favorably.</p>
7.	<p><b>Clause 11A (4) b) iii.</b></p> <p>iii. Conn-BG2 and Conn-BG3, as submitted towards Connectivity granted under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 shall be revised and resubmitted, as applicable, as applicable, for each part calculated on a pro-rata</p>	<p><b>Clause 11A (4) b) iii:</b></p> <p>iii. Conn-BG2 and Conn-BG3, as submitted towards Connectivity granted under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 shall be revised and resubmitted, as applicable, <del>as applicable,</del> for each part calculated on a pro-rata basis based on the quantum of such part of the capacity</p>	<p>The proposed modification involves removing "as applicable," as this subclause is redundant. This appears to be an inadvertent typographical error.</p>

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	basis based on the quantum of such part of the capacity		
8.	<p><b>Clause 11A (4) (d)</b></p> <p>d) After the Connectivity of an entity under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 is converted into Connectivity under Clause (xi)(a) of Regulation 5.8, for part or full capacity by CTU under subclause <b>(c)(i)</b> of Clause (4) of this Regulation, if LOA or PPA for such part or full capacity is terminated, and such entity seeks to convert its Connectivity back to routes under Clause (xi)(b) or Clause (xi)(c) of the Regulation 5.8, such reconversion shall be allowed subject to the following conditions:</p>	<p><b>Clause 11A (4) (d):</b></p> <p>d) After the Connectivity of an entity under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 is converted into Connectivity under Clause (xi)(a) of Regulation 5.8, for part or full capacity by CTU under subclause <b>(c)</b> of Clause (4) of this Regulation, if LOA or PPA for such part or full capacity is terminated, and such entity seeks to convert its Connectivity back to routes under Clause (xi)(b) or Clause (xi)(c) of the Regulation 5.8, such reconversion shall be allowed subject to the following conditions:</p>	<p>The proposed modification suggests removing “(i)” following the words “for part or full capacity by CTU under subclause (c),” as this reference does not correspond to any text. This appears to be an inadvertent typographical error.</p>
9.	<p><b>Regulation 11A (4)(d)(i):</b></p> <p>(i) The application for conversion of Connectivity shall be accompanied by a non-refundable conversion fee of Rs 50,000/MW for the capacity to be converted. Such fees are payable for each such conversion sought by the entity</p>	<p><b>Regulation 11A (4)(d)(i):</b></p> <p><del>(i) The application for conversion of Connectivity shall be accompanied by a non-refundable conversion fee of Rs 50,000/MW for the capacity to be converted. Such fees are payable for each such conversion sought by the entity.</del></p>	<p>We submit that the developers are already providing all the necessary Bank Guarantees (BGs) as required by CTUIL to secure connectivity under these regulations. The imposition of a conversion fee adds an additional financial burden. Therefore, we request the Hon’ble Commission to remove this proposed clause.</p>
10.	<p><b>Regulation 11C (1)(b)</b></p> <p>(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><b>Regulation 11C (1)(b):</b></p> <p>(b) An entity that has been issued <b>in-principle grant of Connectivity</b> or 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>We respectfully request that this Hon’ble Commission grant permission for reallocation of connectivity in cases where in-principle connectivity has already been granted.</p> <p>The rationale behind this request is rooted in the significant time lag between the receipt of in-principle connectivity approval and the final grant of connectivity. This delay often hinders project progress and creates uncertainty for developers.</p> <p>This provision would facilitate smoother project execution, reduce unnecessary delays, and ensure that</p>

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	<p><b>Regulation 11C(1)(c)(ii):</b> 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><b>Regulation 11C(1)(c)(iii):</b> Applicants who have been issued <b>in-principle grant of Connectivity</b> or 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>power project developers can proceed with greater certainty, benefiting both the developers and the broader energy infrastructure. We therefore urge the Hon'ble Commission to consider this request favorably.</p>
11.	<p><b>Proviso added under Regulation 26.2 of the Principal Regulation:</b>  “Provided that the entity covered under clause (ii) of Regulation 26.1(a) may seek T-GNA maximum up to 30% of the GNA granted.”</p>	<p><b>Proviso added under Regulation 26.2 of the Principal Regulations:</b>  “Provided that the entity covered under clause (ii) of Regulation 26.1(a) may seek <b>any amount of T-GNA maximum up to 30% of the GNA granted till the time GNA granted is operationalised.</b>”</p>	<p>Imposing a 30% restriction could adversely impact open access drawl when the GNA is not operational. Therefore, no limit on the quantum of T-GNA should be applied until the GNA becomes operational.</p>
12.	<p><b>Regulation 8.3</b> For cases covered under Regulation 7.2 of these regulations, where augmentation with ATS is required, the entity that has been intimated in-principle grant of Connectivity shall submit Conn-BG1 for Rs 50 lakhs and Conn-BG2 equal to the estimated cost of ATS and terminal bay(s), within one month of intimation of in-principle grant of Connectivity, failing which the application for Connectivity shall be closed and application fee shall be forfeited</p>	<p><b>Regulation 8.3</b> For cases covered under Regulation 7.2 of these regulations, where augmentation with ATS is required, the entity that has been intimated In-principle grant of Connectivity shall submit Conn-BG1 for Rs 50 lakhs and Conn-BG2 equal to the estimated cost of ATS and terminal bay(s), <b>within 60 days</b> of intimation of in-principle grant of Connectivity, failing which the application for Connectivity shall be closed and application fee shall be forfeited.  Provided that the estimated cost of ATS shall be in proportion to the quantum of connectivity intimated in the in-principle grant of connectivity.  Proved further that <b>in case ATS identified is for a higher capacity than the connectivity sought by an entity, the amount of Conn-BG2 shall be equivalent</b> to the estimated cost of the ATS required for the immediate evacuation of the specific connectivity applicant.</p>	<p>In accordance with Regulation 6.2, any augmentation required for the immediate evacuation of power by the Applicant(s), excluding terminal bay(s), will be considered part of the Associated Transmission System (ATS) for Connectivity Applicants. As per standard practice, the ATS will include ICTs and outgoing HVAC lines. The cost of the ATS will be based on the capacity of the substation to be developed and approved by the NCT. If in-principle connectivity has been granted for a capacity less than the substation's capacity, the estimated cost of the ATS should not be allocated to the initial connectivity applicants. The CONN-BG2 should be proportionate to the estimated cost of the ATS required for the immediate evacuation of the specific connectivity applicant as the Connectivity applicant will not use capacity beyond the connectivity quantum.</p>
13	<p><b>Regulation 9.3</b> The Applicants who have been issued an in-principle grant of Connectivity or</p>	<p><b>Regulation 9.3</b> The Applicants who have been issued an in-principle grant of Connectivity or final grant of</p>	<p>We respectfully submit that in the Northern Region, no connectivity margin will be available before FY31.</p>

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	<p>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.</p>	<p>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 <del>18 months from the in-principle grant of Connectivity</del> <b>12 months prior to effective date of GNA</b>. 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.</p>	<p>However, under the proposed regulations, applicants who have recently been granted connectivity are only allowed to change their renewable energy source by March 2026, even though connectivity will only be available in 4-5 years. This timeline restriction limits the flexibility to utilize Land BG/land-based connectivity and adapt to future technological advancements. In light of this, we request the Hon'ble Commission to permit Connectivity Applicants to switch to another renewable energy source (in part or full) by applying to the Nodal Agency up to 12 months before the effective date of GNA.</p>
14.	<p><b>Clause (6) of Regulation 11A</b></p>	<p><b>Clause (6) of Regulation 11A:</b> A new clause (6) may be added in Regulations 11A as under:</p> <p>(6) Notwithstanding anything contained in clause (2) of Regulation 11A, the timeline for fulfilling the conditions outlined in Clause 11A may be extended by three months from the date of effectiveness of the 3<sup>rd</sup> Amendment for cases where the original timeline for fulfilment of condition subsequent has expired or is nearing expiry.</p>	<p>The timeline and conditions for fulfilment have been revised by the Hon'ble Commission frequently. Under the first amendment, the timeline for fulfilling the conditions subsequent was set at a minimum of 12 months from the issuance of Final Connectivity. However, with the second amendment, this was revised to six months prior to the Scheduled Commercial Operation Date (SCOD) or the start date of connectivity, whichever is later. Due to these frequent amendments, some applicants fell into default following the issuance of the 2<sup>nd</sup> amendment. Additionally, since the project is being implemented by the parent company or a subsidiary of the Connectivity Grantee, the Grantee was unable to submit the required compliance documents within the stipulated timeframe.</p>



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			In light of this, we request the Hon'ble Commission to grant connectivity grantees at least three months to comply with the conditions subsequent as specified under Regulation 11A.
15.	<p><b>Regulation 40.2</b> One-time GNA charges shall be payable by entities covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of these regulations in terms of clause (d) of Regulation 22.2 of these regulations.</p> <p>Provided that one-time GNA charges shall not be payable for the capacity which has been declared commercial operation and connected to ISTS as on date of coming into effect of these Regulations</p>	<p>A proviso may be added below the 1<sup>st</sup> proviso to regulation 40.2 as under:</p> <p>Provided further that one-time GNA charges shall not be payable by entities covered under 18(f), whose LTA is already effective under the Connectivity Regulation 2009.</p>	We respectfully submit that entities covered under Regulation 18(f) of these regulations have already had their LTA (granted under the 2009 Connectivity Regulations) made effective under those regulations. Additionally, these entities have been paying transmission charges since the LTA became effective. Requiring them to pay one-time GNA charges would result in double charging for the same process. Therefore, we kindly request this Hon'ble Commission to exempt entities covered under Regulation 18(f) from the payment of one-time GNA charges.
<b>Additional suggestions:</b>			
16.	<p><b>8.6</b> Conn-BG1, Conn-BG2, Conn-BG3, and BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations shall be issued by any scheduled commercial bank recognized by the Reserve Bank of India, in favour of CTU, as per the Format stipulated in the Detailed Procedure for Connectivity and GNA issued in accordance with Regulation 39.1 of these regulations.</p>	<p><b>8.6</b> Conn-BG1, Conn-BG2, Conn-BG3, and BG submitted in terms of Clause (vii)(c) or Clause (xi)(c) of Regulation 5.8 of these regulations shall be issued by any scheduled commercial bank recognized by the Reserve Bank of India <b>or in the form of Insurance Surety Bonds issued from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI)</b> , in favour of CTU, as per the Format stipulated in the Detailed Procedure for Connectivity and GNA issued in accordance with Regulation 39.1 of these regulations</p>	<p>The Ministry of Finance through Office Memorandum dated 2<sup>nd</sup> February 2022 amended the General Financial Rules (GFR) 2017 to include insurance Surety Bonds as Security instrument. The relevant portion of the said amendment is reproduced as under:</p> <p><i>"171 (i) Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects."</i></p> <p>We would like to submit before this Hon'ble Commission that SECI is now accepting Insurance Surety Bonds in its tenders. The relevant portion of the 'RfS for Selection of RE Power Developers for assured Peak Supply of 8000</p>

Sr. No.	Proposed in the Draft 3 <sup>rd</sup> Amendment	Suggestions	Rationale
			<p>MWh (2000 MW x 4 Hrs.) from ISTS Connected RE Projects in India, under Tariff-Based Competitive Bidding (SECI-FDRE-VI)' issued on 12.9.2024 is reproduced as under for ready reference:</p> <p><i>“17.13 Insurance Surety Bond (Surety Bond): As another alternative to submission of PBG as above, the RPD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of RfS/PPA.....”</i></p> <p>We have also attached the format, Format 7.3 F (<b>FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY</b>), of the said tender as annexure for your kind consideration.</p> <p>In view of the above, we request the Hon’ble Commission to allow CTU to accept Insurance Surety Bonds issued from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI) in lieu of BGs issued by any scheduled commercial bank recognized by the Reserve Bank of India.</p>
17.	<p><b>Clause (2) of Regulation 11A of the Principal Regulations</b></p> <p>11A.(2) An applicant which is REGS (other than Hydro generating station), ESS (excluding PSP), or Renewable power park developer to which an in-principle grant of connectivity has been issued shall have to achieve the financial closure for the capacity of such Connectivity, latest by 6</p>	<p>The requirement for achieving financial closure for the capacity associated with such Connectivity, no later than 6 months prior to the scheduled commercial operation date or the start date of Connectivity, whichever is applicable, may be waived.</p>	<p>We respectfully submit that the project debt sanction process is influenced by several factors, including the expected readiness of the transmission system and the timelines set by the Renewable Energy Implementation Agency (REIA). The principal regulation already addresses this by allowing for the revocation of connectivity (Clause 24.6) and the encashment of Conn-BGs in case of project commissioning delays beyond the stipulated timeline. Additionally, under the CERC Sharing Regulations, a</p>

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	<p>months prior to the scheduled date of a commercial operation or start date of Connectivity of such applicant, whichever is later.</p> <p>.....</p>		<p>penalty of Rs. 3,000 per MW per month is imposed for delays in capacity beyond the GNA effectiveness date. Given these provisions, the regulations ensure that delayed connectivity grantees are penalized, preventing the undue retention of connectivity for extended periods.</p>
18.	<p>22.2(d) Entities covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of these regulations shall furnish one-time GNA charge for Rs. one lakh per MW for the quantum of GNA one month prior to the effective date of GNA. In case, such charges are not furnished by the entity within the specified timeline, the same shall be recovered by encashment of Conn- BG1, Conn-BG2 and Conn-BG3 as required. The proceeds of such one- time GNA charge shall be used for reducing Monthly Transmission Charges under the Sharing Regulations:</p> <p>.....</p>	<p>22.2(d) Entities covered under Regulation 4.1 and clause (iii) of Regulation 17.1 of these regulations shall furnish one-time GNA charge for Rs. one lakh per MW for the quantum of GNA one month <del>prior to</del> <b>after</b> the effective date of GNA. In case, such charges are not furnished by the entity within the specified timeline, the same shall be recovered by encashment of Conn- BG1, Conn-BG2 and Conn-BG3 as required. The proceeds of such one- time GNA charge shall be used for reducing Monthly Transmission Charges under the Sharing Regulations:</p> <p>.....</p>	<p>We would like to highlight that the effective date of GNA is contingent on the readiness of the necessary transmission system. However, based on the commitments made by transmission licensees during JCC meetings, the Nodal Agency informs the applicant regarding the payment of one-time GNA charges. As the Nodal Agency officially confirms the GNA's effectiveness only after the transmission system is ready, the request for one-time GNA charges should coincide with this confirmation, providing the connectivity grantee a one-month window to complete the payment.</p>

**Format 7.3 F (Copied from RfS of SECI-FDRE-VI issued on 12.09.2024)**

**FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY**

**(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)**

Insurance Surety Bond No.:

Date:

To

Solar Energy Corporation of India Limited,  
6th Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi - 110 023

Dear Sir,

In consideration of Solar Energy Corporation of India (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Insert name of RE Power Developer]..... with its Registered/Head Office at..... (Hereinafter referred to as the 'RE Power Developer' or 'RPD', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), the project of Contracted Capacity of .....MW for supply of power there from on long term basis, in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) by issuing Letter of Award No. ....dated..... and the same having been unequivocally accepted by the RPD, resulting into a Power Purchase Agreement (PPA) to be entered, for purchase of Power [from selected RE Power Developer or a Project Company, M/s ..... {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the RPD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees .....[Total Value] only.

We ..... [Name & Address of the Insurer] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay SECI, on demand any and all amount payable by the RPD to the extent of amount up to and not exceeding Indian Rupees ..... [Total Value] as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the RPD. Any such demand made by SECI on the Insurer shall be conclusive and binding notwithstanding any difference between the SECI and the RPD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of SECI and further agrees that the guarantee herein contained shall be enforceable till SECI discharges this guarantee.

SECI shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the RPD for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, SECI shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the RPD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Power Purchase Agreement between SECI and RPD or any other course or remedy or security available to

SECI. The Insurer shall not be released of its obligations under these presents by any exercise by SECI of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of SECI or any other indulgence shown by SECI or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that SECI at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the RPD and notwithstanding any security or other guarantee that SECI may have in relation to the RPD's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR ..... (Indian Rupees ..... only) and it shall remain in force up to and including ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....[RPD's Name] on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of ..... 20..... at.....

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer stamp)

Authorized Vide Power of Attorney No.....

Date.....

WITNESS:

1.....

(Signature)

.....

(Name)

.....

(Official Address)

2. ....

(Signature)

.....

(Name)

.....

(Official Address)

Notes:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. SECI shall be the Creditor, the RPD shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of RPD/Insurer issuing the Insurance Surety Bond.