

Ref: CERC/Comments/Draft Sharing Regulation/01

Date: 11.11.2024

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

Subject: Comments on Draft Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) (Fourth Amendment) Regulations,2024

Ref:- CERC notification No. L-1/250/2019/CERC dated 09-10-2024

Dear Sir,

Blupine Energy private Ltd (www.blupineenergy.com) is the third cleantech platform of ACTIS (<https://www.act.is>), a UK based global investment firm focused on the private equity, energy, infrastructure, and real estate asset classes. ACTIS' energy infrastructure team has invested in over 70 renewable energy projects worldwide, to date generating approximately 11GW of power globally. This makes ACTIS one of the world's largest owner-operator of renewable power assets. In India, ACTIS has already developed their first and second platforms Ostro and Sprng energy successfully (over 3 GW renewable capacity) and has a proven track record of executing and commissioning renewable projects over the last 10 years.

This is in context of the CERC notification dated 09-10-2024, wherein CERC has sought comments on the Draft Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) (Fourth Amendment) Regulations,2024

We hereby submit our Comments on Draft Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) (Fourth Amendment) Regulations,2024 as Annexure 1 for kind consideration of the Hon'ble Commission

Thanking You

For Blupine Energy Pvt Ltd



Authorised Signatory

Enclosures:

Annexure I: Blupine comments on the Draft Central Electricity Regulatory Commission (Sharing of inter-State Transmission Charges and Losses) (Fourth Amendment) Regulations,2024

Annexure II: MOP order No.12/07/2023-RCM-Part(1) dated 09.06.2023



Annexure 1

S.No	Clause	Provision in Draft	Comments/Suggestions	Explanation
1	13(2)(h)	<p>“(h) Any REGS based on wind or solar source which is eligible for a waiver of inter-state transmission charges under Regulation 13(2) of these regulations and is having its scheduled date of commissioning on or before 30th June.....”</p>	<p>A Second proviso may be added after the first proviso</p> <p>“(h) Any REGS based on wind or solar source which is eligible for a waiver of inter-state transmission charges under Regulation 13(2) of these regulations and is having its scheduled date of commissioning on or before 30th June.....”</p> <p>Further, if a Renewable Energy Project, which is eligible for ISTS waiver in terms of waiver provided as per Table (i) under sub-clause (f) of clause (2) of Regulation 13 of the principal Regulation, is granted extension in Date of Commercial Operation (COD) by the competent authority, is granted extension of time to achieve COD by the competent authority in terms of the Power Purchase Agreements (where PPA has been entered into with, a Renewable Energy Implementing Agency or a distribution licensee or an authorized agency on behalf of distribution licensee, consequent to tariff based</p>	<p>While the amendment proposed by Hon’ble Commission provides clarity on ISTS waiver for cases where SCOD extension is granted by competent authority to RE projects eligible for 100% ISTS waiver (i.e. having SCOD prior to 30th June 2025). However, this clarity is not provided for cases of SCOD extension provided by competent authorities to RE projects having SCOD after 30th June 2025 till 30th June 2028. It is logical to extend this treatment provided to projects having SCOD prior to 30th June 2025, to projects having SCOD after 30th June 2025 as well.</p> <p>Further, the additional proviso is in line with 2nd proviso of para 3.1(vii) of MOP order No.12/07/2023-RCM-Part(1) dated 09.06.2023, which reads as below:</p> <p>“Provided, if a Renewable Energy Project, which is eligible for ISTS waiver in terms of sub-clause (f) of clause (2) of Regulation 13 of the principal Regulation, is granted extension in Date of Commercial Operation (COD) by the competent authority, the project would not be deprived from applicable waiver of ISTS charges based on the original COD.”</p>

			<p>competitive bidding) or the Commission (for cases other than specified PPA, on an appropriate application made by the entity), on account of any Force Majeure event including non-availability of transmission or for reasons not attributable to the REGS, and the project achieves COD before the extended date, it shall be eligible for a waiver of inter-state transmission charges for which the Renewable Energy project was eligible as per its original Scheduled COD..”</p>	<p>The proviso ensures that if a project qualifies for a waiver under Regulation 13(2)(f), but experiences delay in achieving COD, it will still retain the waiver percentage based on its originally scheduled COD period, as long as the extension is granted by the competent authority.</p> <p>This addition extends the treatment in terms of eligibility for waiver in transmission charges to the projects with an originally scheduled COD between July 2025 and June 2028.</p>
2.	Provision to cl. 13 (2)(h)	<p>.....</p> <p>Provided that, for the purpose of this Clause, such extension shall not exceed a</p> <p>period of six months at a time and not more than two times.”</p>	Request deletion of this clause	<p>In present scenario, it is not uncommon to see cases where transmission system is getting delayed beyond one year from the original start date of connectivity intimated to the connectivity grantee. Therefore, it is not reasonable to cap the time period for which such extension can be provided to affected RE generators. This exposes RE projects of significant viability risk if even in cases where the delay is not attributable to them. We therefore request deletion of this clause.</p>

