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S. No.	**Article**	**Change/clarification sought**	**Reason/Justification**
1.	Clause 2.1(x) & 2.1(y)	"Medium-Term contract" means the Power Purchase Agreement or sale purchase agreement between buyer and seller for sale or purchase of electricity for a period **equal to or exceeding 1 year but not exceeding 7 years**	As per the definitions the Long-term contracts are defined as those that exceed 7 years while the Medium-Term Contracts are defined as those exceeding one year but not exceeding 5 years. Therefore, the PPA's for a period exceeding 5 years but not exceeding 7 years do not fall under either of the two. This anomaly therefore needs to be corrected.
2.	General Observation	An important aspect of the provisions of the proposed Regulations issued by CERC is that they need to comply with the statute in letter and spirit. The following are a few but significant observations: a) While the section 38 of the EA act 2003 clearly casts a responsibility on CTU to provide "non-discriminatory open access in transmission system", several proposed provisions discriminate between Utilities under different ownerships. b) Further the section 38 of the EA act 2003 also limits the activities of CTU to 'inter-state transmission system'. This provision of the statute also appears as to being violated. c) The EA Act 2003 identifies a specified set of functions as that of the CTU. These functions can be assigned to any 'Government Company' by the Central Government through a notification. The Central Government therefore, vide its notification of Dec 2003 has notified POWERGRID as CTU. It is vital to note that in doing so the functions of CTU, being statutory, must remain distinct from the role & responsibilities of POWERGRID as they are not statutory in nature. Therefore it is essential that the proposed Regulations safeguard and ensure that CTU maintains a separate identity and is not seen as 'POWERGRID' or the vis-a-versa.	

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		d) As an example CTU must correspond on its own letterhead and not that of POWERGRID. Similarly the GNA agreement must be signed between CTU and the Applicant of GNA and not between POWERGRID and the Applicant as the 'meshed network' consists of the transmission assets owned by several other Transmission licensees. e) The EA act 2003 does not provide any powers to any other entity/authority to assign additional functions to CTU. f) The EA Act 2003 does not provide for levy of 'charges' by CTU against delivery of its functions. The CTU is therefore a 'non-commercial' body which carries out specified statutory functions. It is noteworthy that POWERGRID is a 'commercial Utility' registered under the Company's Act. In view of such diverse characteristics, the Govt of India nominated POWERGRID as CTU after receipt of a written assurance by POWERGRID that CTU shall be "ring fenced" within POWERGRID. g) In view of the foregoing it emerges that in order to maintain the 'non-commercial character' of CTU, it must function as a "no profit no loss" body and not be seen as financially resting on POWERGRID. h) Therefore, in keeping with the 'non-commercial' and 'no profit no loss' character of CTU, the Regulations can at most provide for payment of application fee to CTU against the cost of services performed by it. Further no commercial document (BG/LG etc) can/shall be assigned to be furnished to CTU against a commercial activity to be performed by any Transmission licensee including POWERGRID.	

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		i) Lastly the spirit of "what cannot be done directly, cannot be permitted to be done indirectly" needs to be enshrined in the Regulations.	
3.	Clause 3.2	Clarification: Kindly specify the methodology for the new projects to be connected to both ISTS and State grid.	-
4.	Clause 5.2	Change sought for uniform application fee irrespective of the quantum of power for Connectivity & GNA	The quantum of effort by CTU for processing an application for Connectivity does not vary in proportion of the quantum of power (MW) for which the application is made. The same logic is true in respect of processing an application by CTU for grant of GNA. Therefore, there is no logic for specifying higher application fee for an application for a higher quantum of power (MW). It is therefore suggested that a uniform application fee be specified irrespective of the quantum of power. Our reply on clause 7.9(e) may also be read along for the fixing of application amount.
5.	Clause 5.3	Clarification sought on application fee not been levied on STU for GNA	This provision amounts to a violation of section 38(d) of the EA 2003 which provides for 'nondiscriminatory grant of Open access'. The provision may therefore be suitably modified.

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6.	Clause 5.4	Clarification sought for application fee to be credited to Powergrid's Account.	The section 38 of the Electricity Act 2003 does not provide for CTU to receive/charge any fee and/or charges for carrying out its responsibilities. It is therefore suggested that all such fee received by CTU be adjusted against the PoC charges for that Region. Our comments in 2(a) under "General Observation" above may also be referred.
7.	Clause 6.1	Clarification sought for time limits for processing Connectivity & GNA application	It is noticed that the processing time for Connectivity applications provided to CTU in respect of applications from Renewables is 120 days (Stage 1 + Stage 2) and for all others is only 60 days. In the spirit of being fair to both, it is suggested that the total processing time of both of these categories be kept the same that is in respect of renewables a total of 60 days for both Stage 1 and Stage 2
8.	Clause 6.2	If Connectivity or GNA application, is not processed by CTU as per the timeline given above, such application for Connectivity or GNA shall be deemed to be granted and all processing fee along with related BG to be returned by CTU within 15 days from "deemed connectivity/GNA grant"	In the past it has been observed that in respect of return of BGs etc CTU accords the lowest priority and therefore takes considerable time to respond. In view of the same it is suggested that a max time of 15 days be specified for CTU to return the application fee following the expiry of the application processing time specified in the Regulations

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9.	Clause 7.9 (C)	Change suggested: This clause needs to be aligned with the terms and conditions as specified by MNRE/SECI in the award of the project to the developer.	This clause needs to be aligned with the terms and conditions as specified by MNRE/SECI in the award of the project to the developer. Activities like financial closure and PPA do not override the terms and conditions specified by MNRE/SECI and therefore need not be over emphasized.
10.	Clause 7.9 d(ii) & 7.22	Change suggested : Deletion of clause 7.9d	As per 7.9d (ii), Applicant shall be eligible to apply for Stage II connectivity on completion of at least 50% of the tower erection of the dedicated line. Further the para 7.22 provides that the Applicant shall enter into a 'Bay Implementation Agreement' within 30 days of grant of Stage II Connectivity. In the case of Renewables, dedicated lines would generally, in majority of the cases, be of 132 kV or in a few cases of 220 kV with line lengths around 20-30 kms. Dedicated line of 400 kV may be required for evacuating more than 400 MW over distances in excess of 50 km. Normally the developer takes less than 12 months to complete such dedicated lines. After completing erection of 50% of the towers the line is likely to be ready for service within 6 months' time thereof.

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			Further it is obvious that the Utility owning the substation would initiate the work of constructing the substation bay only after the 'Bay implementation agreement' has be executed. It is common knowledge that the activities from award of work to commissioning of a substation bay cannot be completed earlier than 18-24 months for even an AIS 132 kV bay (includes award of contract, civil works, supply & erection of equipment and testing and commissioning). From the above it emerges, from the provisions of the draft regulations, that the dedicated line would be ready after approx. 6 months of applying for Stage II Connectivity and the substation bay would be ready after (2+1+18) months of applying for Stage II connectivity. This means that the dedicated line would be completed approx. 15 months prior to its substation bay. The para 7.9(d) therefore needs to be deleted.
11.	Clause 7.9 (e)	Modification suggested in BG/LG value for bay implementation based on the prevailing market prices as Rs 15 lakhs per 132 kV bay, Rs 20.0 lakhs per 220 kV bay and so on for AIS bays and on similar lines	It is noticed that in most cases the specified value of the BG/LG is turning out to be higher than the capital cost of the asset to be developed. This is highly irrational and needs to be corrected.

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		for values for GIS bays may be Rs 25 lacs for 132KV & Rs 45 Lacs for 220 KV bay and so on.	Further the purpose of this BG/LG is to secure the investment by the owner of the Substation. The capital cost of a substation bay has nothing to do with the MW it is required to transmit (substation bays being of a fixed MW rating). In fact, for higher MWs the number of bays has to be increased. It will therefore be logical to have a relationship of the value of the BG/LG with the Capital cost of the substation bays required to be built by the owner of the substation. The industry practice of the Transmission sector in India is that the owner of the Transmission assets obtains a BG/LG having a value of 10% of the capital cost of his assets in order to secure his investment. However, in view of the prevailing market prices, the subject provision be modified to specify the value of the BG/LG as Rs 15 lakhs per 132 kV bay, Rs 20.0 lakhs per 220 kV bay and so on for AIS bays and on similar lines for values for GIS bays may be Rs 25 lacs for 132KV & Rs 45 Lacs for 220 KV bay and so on.
12.	Clause 7.21,7.25, & 8.1	Comments & suggestions on the O&M of the projects It is suggested that	Nodal agency shall specify the broad design specs of the dedicated Transmission line and its timeframe. The Dedicated Transmission line shall be handed over to CTU

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		• the proposed provisions shall not apply to the existing Solar/Wind plants whose PPAs have been finalized. • The proposed provisions shall apply to such dedicated lines that fall under the category of ISTS.	for operation and maintenance and further CTU shall be entitled for normative O&M charges. Further in terms of the provision under section 38(2)(a) of the EA 2003, the CTU can undertake transmission of electricity through inter-state transmission system. In terms of this provision the jurisdiction of CTU is limited to the inter-state transmission system (ISTS) only. Therefore, any provision amounting to handing over a non-ISTS line to CTU for any purpose shall amount to a violation of the EA 2003. Several of the Solar/Wind projects have entered into PPAs for sale of the electricity generated by them. The tariff, under such PPAs, includes the total operating costs of all assets of the project , including the cost of O&M of the dedicated transmission line owned by the generator. The handing over of the O&M of such transmission lines to CTU (through a Regulation issued by CERC) is going to adversely impact the operating costs and therefore the tariff agreed under the existing PPAs. Further several of the Solar/Wind projects have been awarded through a competitive bidding process wherein the

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			Developer who quotes the lowest tariff wins the bid. The Developer is required to quote the tariff based on the Terms & conditions including the technical, commercial and other conditions specified in the Bidding documents. It is legally not possibly to modify the terms & conditions after the award of such projects. The proposed provisions would impact the financials of the existing Solar/Wing generating plants. The proposed provisions therefore impact the quoted tariff and the financial viability of all existing Solar/Wind plants. It is therefore suggested that • the proposed provisions shall not apply to the existing Solar/Wind plants whose PPAs have been finalized. • The proposed provisions shall apply to such dedicated lines that fall under the category of ISTS. • Our comments under General observation above may also be referred.
13.	Clause 8.4 (i)	Change in the clause suggested in Onus of paying transmission charges for the period	It is proposed in the draft regulation that when the dedicated line is constructed by an ISTS licensee, the onus of paying the transmission charges for the period commencing from

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		commencing from the COD of the dedicated line to the operationalization of the GNA. It is suggested that In the event of the delay being on account of non-operationalization of GNA, then the CTU/ Transmission Licensee shall be liable to pay the IDC plus the IEDC costs (limited to the period of delay) to the Generating Plant. In the event of the delay being on account of non-readiness of the generating station, then the generating station shall be liable to pay the IDC plus the IEDC costs (limited to the period of delay) in respect of the dedicated line to the Transmission licensee.	the COD of the dedicated line to the operationalization of the GNA shall be that of the generating plant. It maybe be appreciated that the generating plant has no role to play in the construction of the dedicated line by an ISTS licensee and operationalization of GNA by CTU. It would be logical to provide that the onus (including financial liability) would lie on the agency which is responsible for the mismatch (ISTS licensee or the CTU). In the event of the delay being on account of non-operationalization of GNA, then the CTU/ Transmission Licensee shall be liable to pay the IDC plus the IEDC costs (limited to the period of delay) to the Generating Plant. In the event of the delay being on account of non-readiness of the generating station, then the generating station shall be liable to pay the IDC plus the IEDC costs (limited to the period of delay) in respect of the dedicated line to the Transmission licensee.

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14.	Clause 9.2	Change sought : Permit injection of Infirm Power under Short/Medium term open access.	In the case of Merchant power (untied power), while the generating plant shall seek connectivity but without a PPA cannot apply for GNA. The proposed provision would therefore 'bottle-up' all such untied power. This would not be in national interest. The proposed provision may thus be modified to permit untied power to be injected under Medium term and/or Short term subject to establishing connectivity, COD of its dedicated line and COD of its generating unit(s).
15.	Clause 11.5	Change sought : There should be definite timeline specified for CTU for the application processing. In case CTU fails to adhere to the specified timelines, the applicant's request shall be deemed to have been granted and CTU shall return the Application fee within a period not exceeding 15 days from the date of default.	In the spirit of being fair, while processing the pending applications for Connectivity and Long Term & Medium term open access under the new Regulations, CTU must ensure that such applicant is not put to any disadvantage in any form including payment of fee, value of BG/LG to be furnished including priority for grant and/or operationalization of Connectivity and/or GNA. This aspect needs to be incorporated.
16.	Clause 11.8(d) along with Clause 11.1	Change suggested It is suggested that the proposed Regulations should provide the following:	Past experience has shown that in majority of the cases for grant of Long term access, the augmentation of ISTS system (generally consisting of multiple elements) has been essential. It takes almost 48-60 months from the date of

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		GNA should be operationalized by CTU not later than 12 months of its grant or as per the requirement of the PPA. In case of a delay in operationalization, the GNA applicant shall be free to approach the Commission for seeking suitable financial compensation in lieu of such delay.	submission of such application to the operationalization of the Long-Term access. This amounts to that the generating plant will be able to deliver power against any new PPA not earlier than 48-60 months from the date of signing of the PPA. As per the past several years the State Utilities entering into a long term PPA specify a delivery period of at most 12 months from the date of signing the PPA. The above issue needs to be addressed in the proposed Regulations. It is noted that the para 5.32 of the National Electricity Policy 2005 of Govt of India, directs that the Network expansion shall be planned and developed by CTU keeping in view the anticipated Transmission needs. Recently this aspect has been stressed once again by the GoI under para 7.1(4) of the National Tariff Policy 2016. In view of the foregoing it is suggested that the proposed Regulations should provide the following: GNA should be operationalized by CTU not later than 12 months of its grant or as per the requirement of the PPA.

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			In case of a delay in operationalization, the GNA applicant shall be free to approach the Commission for seeking suitable financial compensation in lieu of such delay.

17.	Clause 11.11	Change Suggested : CTU shall in such cases close the applications and return the Access Bank Guarantee within 15 days of case closure.	Based on past experience in the delays for return of BGs by CTU, it is suggested that the provision should also specify the max time in which the Access BG is to be returned by CTU. A max time of 15 days from the date it has become due to be returned is suggested.
18.	Clause 11.13	Change Suggested : CTU may proceed to close the applications and return the Access bank guarantee within 15 days of case closure	
19.	Clause 11.12	Change Suggested: The following may be incorporated in the provision "After grant of GNA to an applicant, if it becomes necessary for the nodal agency to unilaterally modify the planned ISTS, it shall do so in a manner that the applicant is not put to any form of disadvantage particularly in regard to the target date of operationalization of GNA". Also, it is suggested that objectives of imposing 'relinquishment charges' charges	Although the concept of payment of Relinquishment charges as a tool to weed away non-serious applications is in order, but it needs to be ensured that the same is not be applied in an indiscriminate manner failing which it is likely to lead to disputes and avoidable litigation. The following cases may be considered in case of material change in the application by the applicant: i. Application submitted prior to grant of Connectivity: - No Relinquishment charges should be payable. ii. Application submitted after grant of Connectivity but CTU has received other applications for connectivity at the same substation: - No relinquishment charges should be payable.

		should be clearly recorded in the Regulations with a direction to the nodal agency to apply the provision with care and caution as per its defined objectives. Further an act of CTU to the contrary would invite Regulatory intervention. The provisions shall also provide for the utilization of the amounts received by CTU as relinquishment charges. It is suggested that the balance amounts after paying the value of the investments by CTU, if any, shall be credited to the PSDF fund maintained by POSOCO.	iii. Application submitted after grant of connectivity but requires no material change in the planned ISTS and no investments have been made by CTU for providing the connectivity:- No Relinquishment charges should be payable. iv. Application submitted after grant of connectivity but **requires no material change** in the planned ISTS however investments have been made by CTU:- Relinquishment charges should be payable subject to CTU establishing the value of the investments made. The Relinquishment charges shall however be limited to the value of investments by CTU or the provisions under para 24 of these Regulations, whichever is less. v. Application submitted after grant of connectivity but requires material change in the planned ISTS but no investments have been made by CTU:- No Relinquishment charges should be payable vi. Application submitted after grant of connectivity but **requires material chan**ge in the planned ISTS and investments have been made by CTU: - Relinquishment charges should be payable subject to CTU establishing the value of the investments made. The Relinquishment charges shall however be limited to the value of investments by CTU or the provisions under para 24 of these Regulations, whichever is less.

			It is suggested that objectives of imposing 'relinquishment charges' charges should be clearly recorded in the Regulations with a direction to the nodal agency to apply the provision with care and caution as per its defined objectives. Further an act of CTU to the contrary would invite Regulatory intervention. The provision shall also provide for the utilization of the amounts received by CTU as relinquishment charges. It is suggested that the balance amounts after paying the value of the investments by CTU, if any, shall be credited to the PSDF fund maintained by POSOCO. Comments on this section may be read along with the comment against Clause 24.1
20.	Clause 11.16	Change Suggested : Deletion of the clause	There have been several instances in Government Company's where a Supplier/Contractor opts not to draw the said 10% advance. The proposed provision cannot compel the supplier/contractor to draw the said advance. Further the generating company and its supplier/contractor may agree on a lower percentage of advances. The proposed Regulations need to recognize that the generating company enjoys complete freedom to agree on any commercial terms

			and conditions suited to its prudence. The proposed provision amounts to an infringement into such freedom. The proposed provision is therefore, against ethics and amounts to infringement in the commercial activities of a generating company.
21.	Clause 12.2	Change Sought : Specifying the time frame for CTU for processing of application as below : The provision may be modified to state that the processing of the applications shall be completed by CTU in timeframe as specified in Regulation 6.	The proposed provision amounts to contributing to the excessive time taken/delays by CTU in grant of GNA. The reasons as to why the applications cannot be processed by CTU in the month following the month, in which the applications have been received, have not been stated. The provision may be modified to state that the processing of the applications shall be completed by CTU in timeframe as specified in Regulation 6.
22.	Clause 12.7 (b)	Change suggested : It is suggested that 30days may be replaced by 07 working days.	The reason for the requirement has not been stated. It is suggested that 30days may be replaced by 07 working days.

23.	Clause 16.1	Change suggested : It is suggested that the consumer needs as reflected in the PPAs should form the basis for the specifying the time lines under this provision	It is noted that the proposed provisions are not consistent with the terms and conditions specified by MNRE/SECI and others in respect of Renewables and that of the PPAs signed in respect of thermal /hydro generating stations. It needs to be appreciated that the proposed regulations need to be aligned with the specified terms and conditions of GOI for generating assets awarded after these regulations are adopted. In view of the severity of the provisions under para 24 of these Draft Regulations it would be advisable for any applicant to make a GNA application only after entering into a PPA. Further the para 11.1 provides that the GNA application be made within two and a half year of the grant of connectivity. In other words the GNA applicant must enter into a PPA within two and a half years of the grant of Connectivity and that the GNA would most likely be operationalized thereafter in around 5 years' time. It is common knowledge that due to reasons, which are beyond the control of any Generator, currently the beneficiaries offer to sign a PPA with a delivery time of max 12 months. In the near future time horizon of around 5-7 years, there are no indications that the market behavior is likely to undergo major change such that the beneficiaries would sign a PPA with a delivery time of 5 years or so.

			Unless this aspect of market behavior is incorporated in the proposed Regulations the objective of Hon'ble Commission to make the proposed Regulations leak-proof and objective is not likely to be achieved. It is suggested that the consumer needs as reflected in the PPAs should form the basis for the specifying the time lines under this provision
24.	Clause 16.3	Change Suggested : The following may be added at the end of para "subject to the consent of GNA applicant"	The provision is welcome subject to the applicant consenting for the same. In the past there have been instances to the contrary.
25.	Clause 19.2	Changes suggested : It is suggested that the first sentence should be deleted as it communicates a wrongful meaning in isolation. Clarification sought on STU's role and responsibility.	It is suggested that the first sentence should be deleted as it communicates a wrongful meaning in isolation. Further role of STU needs to be clarified in details as it is deemed as front end for application purpose but with reference to Access BG, STU would be acting as regional collection centre for CTU.
26.	Clause 22.3	Change suggested :	

		In case the COD of the generating plant is delayed beyond the scheduled date as agreed in the JCC meetings, the Generating plant shall be liable to pay the IDC+IEDC in respect of the Dedicated line.	It is the responsibility of CTU, through the meetings of JCC to review and ensure that the mismatch between the COD of generating unit and that of the associated transmission elements is minimal. Therefore in case of a mismatch, it is CTU that should be held responsible for its failure rather than any other party. However in case the COD of the generating plant is delayed beyond the scheduled date as agreed in the JCC meetings, the Generating plant shall be liable to pay the IDC+IEDC in respect of the Dedicated line.
27.	Clause 24.1	Changes sought: All the three sub paras under this clause needs to be modified .	The objective of applying Relinquishment charges need to be clearly stated that it is a penalty for violating the terms of the TSA or a compensation to CTU to make good a commercial loss. In the case of the former, the Electricity Act 2003 does not empower the Regulators to apply such penalty. In case of the latter the commercial loss shall first need to be established before it can be imposed. It would also be necessary to have a provision towards 'force majeure' conditions such as cancellation of the PPA by the beneficiary or reasons that were beyond the control of the Generator would be necessary.

			Hence all the three sub-paras under this para therefore need to be modified as per our comments under Clause 11.12 which are re-produced as below: i. Application submitted prior to grant of Connectivity: - No Relinquishment charges should be payable. ii. Application submitted after grant of Connectivity but CTU has received other applications for connectivity at the same substation: - No relinquishment charges should be payable. iii. Application submitted after grant of connectivity but requires no material change in the planned ISTS and no investments have been made by CTU for providing the connectivity:- No Relinquishment charges should be payable. iv. Application submitted after grant of connectivity but **requires no material change** in the planned ISTS however investments have been made by CTU:- Relinquishment charges should be payable subject to CTU establishing the value of the investments made. The Relinquishment charges shall however be limited to the value of investments by CTU or the provisions under para 24 of these Regulations, whichever is less.

			v. Application submitted after grant of connectivity but requires material change in the planned ISTS but no investments have been made by CTU:- No Relinquishment charges should be payable vi. Application submitted after grant of connectivity but **requires material chan**ge in the planned ISTS and investments have been made by CTU: - Relinquishment charges should be payable subject to CTU establishing the value of the investments made. The Relinquishment charges shall however be limited to the value of investments by CTU or the provisions under para 24 of these Regulations, whichever is less.
28.	Clause 25.3	Change sought : This provision needs to be changed as below: "It is suggested that a sentence be added to state that "However such generators shall be free to transact their untied power under Medium / Short term transactions and further that the RLDCs/SLDCs shall schedule the same".	This provision amounts to that such generating stations not being allowed to undertake Medium Term or Short term transactions till they apply for balance GNA. This provision is rather unfair and needs change. It is suggested that a sentence be added to state that "However such generators shall be free to transact their untied power under Medium / Short term transactions and further that the RLDCs/SLDCs shall schedule the same.

29.	Clause 27.8	Clarification sought on the definition of "proportionate" Change suggested : In case of renewables, the transmission licensee shall pay the generation tariff to the generator . In the case of conventional generating stations, the transmission licensee shall reimburse the loss of profit corresponding to the bottled up capacity of the generating plant.	The term 'proportionate' needs more clarity. In case of renewables, the transmission licensee shall pay the generation tariff to the generator . In the case of conventional generating stations, the transmission licensee shall reimburse the loss of profit corresponding to the bottled up capacity of the generating plant.