



To,
Shri Sanoj Kumar Jha
Secretary
Central Electricity Regulatory Commission (CERC)
New Delhi

Date: 25th February 2022

Suggestions/Comments on Draft CERC (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2021

Dear Sir,

We sincerely appreciate Govt. of India's and CERC's effort in providing conducive regulations and policies in promoting Renewable sources of energy. We are grateful for your continued guidance, and assurance you have offered, by enabling a robust and healthy policy environment to thrive in the country.

We would like to thank you for the opportunity to raise our key concerns & suggestions on the aforementioned subject.

We have enclosed our updated comments and suggestions on the matters pertaining to, in the attached document. We are sure that our suggestions on the issues described in the attached document, will restore sound, strategic market balancing decisions. Please ignore our previous comments submitted on 15th February 2022.

We express our sincere gratitude that most of the industry grievances in the past have been addressed time to time, which has helped the industry to make significant progress in deployment and scaling up of renewable projects across the country. We hope this policy conducive environment continues in order to add more energy from renewable sources.

Thanking you for your understanding, support and consideration.

With Sincere Regards

Samitla Subba
VP- Policy and Communication
Azure Power India Private Limited

Azure Power Feedback/Suggestion on Draft CERC (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2021.

S. No.	Clause	Draft Clause	Require Changes	Rationale
1	Clause 5.2	Notwithstanding anything contained in Regulation 5.1, a generating station, with prior approval of CTU, shall be eligible to add, within the quantum of Connectivity granted to it, additional generation capacity, including ESS, and for this purpose, the generating station shall apply to CTU, along with non-refundable application fee of Rs 3 lakh along with applicable taxes; Provided that for such additional generation capacity, the said generating station shall be responsible for compliance with the Grid Code and other regulations of the Central Commission.	Notwithstanding anything contained in Regulation 5.1, a generating station, with prior approval of CTU, shall be eligible to add or replace , within the quantum of Connectivity granted to it, additional generation capacity with any source of renewable energy , including ESS, and for this purpose, the generating station shall inform apply to CTU through a letter confirming the addition or replacement of such changes of the source., along with non-refundable application fee of Rs 3 lakh along with applicable taxes; Provided that for such additional generation capacity, the said generating station shall be responsible for compliance with the Grid Code and other regulations of the Central Commission.	The generating station should have the option to select and replace to any source of renewable energy they want within the quantum of Connectivity granted. Also, since the generating station already has Connectivity, there should not be any requirement of additional application and processing or fee
2	Clause 5.8 (iii)	Date from which Connectivity is being sought	Date from which Connectivity is being sought. Connectivity date can be in phases as per the phased wise commissioning plan for the project in the same application.	Renewable energy projects sizes are now increased including its scale ranging from 500 MW and above. Commissioning of such massive project in one go is not possible and same is required to be split into phases for quick addition of capacities. Hence, request you to allow phased wise connectivity date rather than a single date for the entire project.

3	Clause 7.1	In the event the Nodal Agency after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that no ATS is required, the Nodal Agency shall intimate in principle grant of Connectivity to the Applicant within 30 days from the last day of the month in which the application had been received along with details such as terminal bay(s), already available or to be developed under ISTS through CTU, and minimum design features for dedicated transmission lines to be constructed by the Applicant.	In the event the Nodal Agency after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that no ATS is required, the Nodal Agency shall intimate in principle grant of Connectivity to the Applicant within 30 days from the last day of the month in which the application had been received along with details such as terminal bay(s), already available or to be developed under ISTS through CTU, and minimum essential design features for dedicated transmission lines to be constructed by the Applicant.	Nodal Agency should indicate only essential design features of dedicated transmission lines
4	Clause 7.2	In case the Nodal Agency, after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that ATS is required, the Nodal Agency shall intimate in-principle grant of Connectivity to the Applicant within 60 days from the last day of the month in which the application had been received: Provided that intimation for in-principle grant of Connectivity shall include the ATS and terminal bay(s), estimated cost of such ATS and terminal bay(s), minimum design features for dedicated transmission lines to be constructed by the Applicant and the likely date of start of Connectivity: Provided further that the firm date of start of Connectivity shall be confirmed at the time of final grant of Connectivity.	In case the Nodal Agency, after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that ATS is required, the Nodal Agency shall intimate in-principle grant of Connectivity to the Applicant within 60 days from the last day of the month in which the application had been received: Provided that intimation for in-principle grant of Connectivity shall include the immediate ATS and terminal bay(s), estimated cost of such ATS and terminal bay(s), minimum-essential design features for dedicated transmission lines to be constructed by the Applicant and the likely date of start of Connectivity: <u>Provided further that the cost of ATS and terminal bay(s) do not include HDVCs or</u>	The ATS and terminal bay(s) is to be for immediate system only as elaborated during the CERC Workshop session on GNA. The ATS cost implication on the developer should not include any augmentation cost beyond immediate infrastructure else the cost might go up unreasonably high and become financially non sustainable for the projects.

			<p>any regional and national augmentation cost.</p> <p>Provided further that the firm date of start of Connectivity shall be confirmed at the time of final grant of Connectivity.</p>	
5	Clause 8.2 (b)	Conn-BG3 @ Rs. 2 lakh/MW, for the existing ISTS, shall be furnished by entities covered under clause (a) of this Regulation.	<p>Conn-BG3 @ Rs. 2 lakh/MW, for the existing ISTS, shall be furnished by entities covered under clause (a) of this Regulation.</p> <p>Provided that the entities where the BGs are already submitted as per Connectivity regulation and secured through LOA mode for Renewable Projects, no additional BGs are required i.e. Conn-BG3.</p>	During the transition to GNA regulation, if the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity through the LOA mode for renewables projects, BG submitted as per previous regulation to be only considered with no additional BG as projects are already won and costs are freezed for the project. Any additional BG would unnecessarily burden the Applicant
6	Clause 8.3 (b)	<p>The Nodal Agency, within 6 (six) months of furnishing of Conn-BG1 as per clause (a) of this Regulation, shall intimate to such entity, (i) amount of Conn-BG2 to be furnished towards ATS and terminal bay(s), which shall not exceed the estimated cost intimated under Regulation 7.2 of these regulations, (ii) the timeline for completion of ATS and terminal bay(s), and (iii) firm date of start of Connectivity:</p> <p>Provided that if such ATS and terminal bay(s) are planned for more than one entity, Conn-BG2 shall be furnished in proportion to the quantum of Connectivity applied for by such entities:</p>	<p>The Nodal Agency, within 6 (six) months of furnishing of Conn-BG1 as per clause (a) of this Regulation, shall intimate to such entity, (i) amount of Conn-BG2 to be furnished towards ATS and terminal bay(s), which shall not exceed the estimated cost intimated under Regulation 7.2 of these regulations, (ii) the timeline for completion of ATS and terminal bay(s), and (iii) firm date of start of Connectivity:</p> <p>Provided that the Conn-BG2 against ATS and terminal bay(s) should be capped basis INR/per MW.</p> <p>Provided further that the ATS and terminal bay(s) do not include HDVCs or any regional and national augmentation cost.</p>	During CERC workshop on GNA, one of the key concerns raised was on the non-visibility of the ATS charges to be paid by the seller, which might be very high for the developer. CERC clarified that the intent was not to burden the sellers with overall system cost. ATS BG charges will entail only the immediate new infrastructure. It was suggested that there should be a cap on the Conn BG2 amount and the information to be published by the Nodal Agency.

			<p>Provided that if such ATS and terminal bay(s) are planned for more than one entity, Conn-BG2 shall be furnished in proportion to the quantum of Connectivity applied for by such entities:</p>	
7	Clause 8.3 (c)	<p>In the event the Nodal Agency, does not intimate the details as per clause (b) of this Regulation within 6 (six) months, the Nodal Agency shall furnish the reasons for such non-intimation to the entity with a copy to the Central Commission within one month of expiry of such period of six months with a probable date by which the details of Conn-BG2 and such timeline shall be furnished: Provided that in the event of non-intimation by Nodal Agency within six months, the entity shall have the option of withdrawing the application for Connectivity and in such a case, the Conn-BG1 shall be returned within one month of exercising option of withdrawal by the entity and application shall be closed.</p>	<p>In the event the Nodal Agency, does not intimate the details as per clause (b) of this Regulation within 6 (six) months, the Nodal Agency shall furnish the reasons for such non-intimation to the entity with a copy to the Central Commission within one month of expiry of such period of six months with a probable date by which the details of Conn-BG2 and such timeline shall be furnished:</p> <p>Provided that the Nodal Agency shall publish progress report every month on the status and the steps taken to develop the required ATS and terminal bay(s) to update the applying entity.</p> <p>Provided that in the event no development of work within 3 months or of non-intimation by Nodal Agency within six months, the entity shall have the option of withdrawing the application for Connectivity and in such a case, the Conn-BG1 shall be returned within one month of exercising option of withdrawal by the entity and application shall be closed.</p>	<p>Nodal agency should be providing regular details to the applicant entity on the development of work so that entity should not waste 6 month time as in most cases RE plant has a very tight timeline to complete the project i.e. in within 18 months. Nodal Agency not providing information or update on the development would jeopardise project development to successfully commission the project within the scheduled timelines. Delay of 6 months would mean, 1/3rd of the project time and the developers would be midway with no option to change the connectivity and execute the project within the PPA timeline. Therefore, even after 3 months the developers have an option to shift if there is no development on ATS and transmission bay(s).</p>

8	Clause 8.3 (d)	The amount for which Conn-BG2 is to be furnished as per clause (b) of this Regulation, shall be equal to estimated cost of ATS and terminal bay(s) and the timeline for completion of ATS and terminal bay(s) shall be based on the scheduled date of commercial operation for such ATS and terminal bay(s).	The amount for which Conn-BG2 is to be furnished as per clause (b) of this Regulation, shall not exceed be equal to the estimated cost of ATS and terminal bay(s) and the timeline for completion of ATS and terminal bay(s) shall be based on the scheduled date of commercial operation for such ATS and terminal bay(s).	As per clause 8.3 (b), the estimated cost of Conn-BG2 shall not exceed the estimated cost of such ATS and terminal bay(s). This need to be aligned with the same.
9	Clause 9.1 (e)	The broad design features of the dedicated transmission lines including voltage level.	The broad essential design features of the dedicated transmission lines including voltage level.	A detailed design feature which covers essential design features will be helpful for the developer's understanding and future working and planning.
10	Clause 9.1 (f)	New Clause	Connectivity start date from any Connectivity application cannot be more than 3 years from the grant of in-principal connectivity grant date	This will restrict non serious players from blocking the connectivity and allow only serious players to take connectivity and build project in a definite timeline.
11	Clause 10.3	Within 30 days of the intimation of connection details by the Nodal Agency under Regulation 10.2, Connectivity Agreement shall be signed between the Nodal Agency and the entity which has been intimated final grant of Connectivity. On signing of the Connectivity Agreement such entity shall become the Connectivity grantee.	Within 30 days of the intimation of connection details by the Nodal Agency under Regulation 10.2, provisional Connectivity Agreement shall be signed between the Nodal Agency and the entity which has been intimated final grant of Connectivity with general particulars of the Connectivity . The final On signing of the Connectivity Agreement will be signed before 6 months before the COD of project. Once the final connectivity Agreement is signed , such entity shall become the Connectivity grantee	Provision should be kept for 2 separate agreements. 01 for firming the particulars of the final grant of connectivity and 2 nd agreement recording the technical particulars for interconnection of the project. The signing of 2 nd Connectivity Agreement to be allowed 6 months before COD, as firm details on technical parameters as required for Connectivity Agreement is not available at the start of the project and only get finalized close to the project COD. Therefore, 2 agreements provisions to be kept.
12	Clause 10.5	Where Connectivity is granted at a proposed ISTS sub-station, the Nodal Agency, shall confirm the final coordinates within 2 months of signing of the Connectivity Agreement and	Where Connectivity is granted at a proposed ISTS sub-station, the Nodal Agency, shall confirm the final coordinates within 2 months of issuance of final grant of connectivity signing of the Connectivity	Signing of Connectivity Agreement cannot happen at the start of the project as the firm details which is required for the Connectivity Agreement is not available. Therefore, the final coordinates shall be

		such coordinates shall not be outside the radius of 5 km of the tentative coordinates already intimated.	Agreement and such coordinates shall not be outside the radius of 5 km of the tentative coordinates already intimated.	linked with the issuance of final grant of connectivity.
13	Clause 10.6	In case of failure to sign the Connectivity Agreement by the entity that has been intimated final grant of Connectivity, as required under Regulation 10.3, the Nodal Agency may extend the time for signing the Connectivity Agreement for a maximum period of 30 days, failing which the final grant of Connectivity shall be revoked by the Nodal Agency under intimation to the Applicant, and the Conn-BG1, Conn-BG2 and Conn-BG3 shall be encashed.	In case of failure to sign provisional the Connectivity Agreement by the entity that has been intimated final grant of Connectivity, as required under Regulation 10.3, the Nodal Agency may extend the time for signing the Connectivity Agreement for a maximum period of 30 days., failing which the final grant of Connectivity shall be revoked by the Nodal Agency under intimation to the Applicant, and the Conn-BG1, Conn-BG2 and Conn-BG3 shall be encashed.	Provision should be kept for 2 separate agreements. 01 for firming the particulars of the final grant of connectivity i.e. provisional connectivity agreement and 2 nd agreement recording the technical particulars for interconnection of the project.
14	Clause 10.8	Connectivity grantee shall submit a copy of the signed Connectivity Agreement to the RLDC, in whose control area it is located.	Connectivity grantee shall submit a copy of the signed Connectivity Agreement to the RLDC, in whose control area it is located.	Once the Connectivity Agreement is signed, it should automatically reach to RLDC through PGCIL/CTU. The responsibility of submission of signed agreement should be with nodal agency signing.
15	Clause 18.1. c (1)	Carve out RE GNA quantum over and above the computed State GNA. The RE GNA quantum to include projects which are eligible for ISTS Transmission charges and losses waiver. The RE GNA quantum would be over and above the GNA quantum of the state and no transmission charges shall be payable for such RE GNA.		RE GNA quantum carveout over and above the total State GNA will help in keeping separate accounts for projects that are eligible for ISTS transmission charges and losses waiver. It is important that the waiver is retained in the GNA regime, to accomplish India's long term RE targets. The RE GNA quantum can be calculated basis the scheduled RE from the drawees end for the previous year and the expected RE addition eligible for ISTS waiver annually.

				Request the same to be incorporated in the sharing regulations.
16	Clause 40.1	The transmission charges and losses for use of the inter-State transmission system shall be shared among buying entities of ISTS in accordance with the Sharing Regulations.	The transmission charges and losses for use of the inter-State transmission system shall be shared among buying entities of ISTS in accordance with the Sharing Regulations. Sharing Regulation to be updated accordingly with the MOP orders on ISTS Transmission charges and losses waiver.	CERC should include MoP order on waiver of ISTS charges and losses in the Sharing Regulation from time to time to allow the benefit and incentives provided to renewable energy sector by the Ministry of Power. We rely on Sharing Regulation, 2020 for the transmission charges and the provision carved out for renewable sector. We expect the similar provision extended while the GNA regulation is implemented.
17	Clause 40.2	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.	Please revise clause as below: 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. Provided that for entities covered under Regulation 4.1 with projects under EA section 63 and have already applied and granted connectivity before implementation of this regulation are not required to pay one time GNA charges.	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required.
18	Alignment to be done in Sharing Regulation	No transmission charges applicable to developers, due to – 1) Period between effective connectivity date granted and the actual project COD difference, 2) Adjustment of extended SCOD granted by REIAs with the Connectivity date 2) Staggered connectivity CODs, especially for larger projects		We understand that in the GNA regime there will no transmission charges applicability for all projects (including projects without ISTS transmission charges waiver like thermal projects) irrespective of commissioning of the project after the connectivity date is

				<p>granted since, there will not be blockage of point-to-point transmission capacity unlike in the prevailing LTOA/MTOA regime.</p> <p>We request that the same is updated and clarified in the Sharing regulation. This will help clarify the concerns for – 1) Period between effective connectivity date granted and the actual project COD difference, 2) Staggered connectivity CODs, specially for larger projects.</p>
19	Clause 37.1	<p>If an application for grant of Connectivity or grant of Long term Access or grant of Medium Term Open Access has been made in accordance with the Connectivity Regulations and the same is yet to be granted as on the date of coming into effect of these Regulations, the applicant shall have the option of, either (a) to withdraw the application, in which case the application fee and bank guarantee, if any, shall be returned, or (b) to convert the application as an application made under these regulations by complying with the requirements under these regulations, which shall be processed in accordance with these regulations:</p> <p>Provided that such option shall be exercised by the applicant within one month of coming into effect of these Regulations, failing which the application shall be closed and the application fee and bank guarantee, if any, shall be returned.</p>	<p>If an application for grant of Connectivity or grant of Long term Access or grant of Medium Term Open Access has been made in accordance with the Connectivity Regulations and the same is yet to be granted as on the date of coming into effect of these Regulations, the applicant shall have the option of, either (a) to withdraw the application, in which case the application fee and bank guarantee, if any, shall be returned, or (b) to convert the application as an application made under these regulations by complying with the requirements under these regulations, which shall be processed in accordance with these regulations:</p> <p>Provided that such option shall be exercised by the applicant within one two months of coming into effect of these Regulations, failing which the application shall be closed</p>	<p>One month period is too less for the applicant. We request to increase the time period to apply from one month to two months.</p> <p>We request similar changes in filing application during transition period to be increased from one month to two months.</p>

			and the application fee and bank guarantee, if any, shall be returned.	
20	Clause 37.2 (b)	Such option under clause (a) of this Regulation shall be exercised by the applicant within one month of coming into effect of these Regulations, failing which the Connectivity granted under the Connectivity Regulations shall be considered as surrendered.	Such option under clause (a) of this Regulation shall be exercised by the applicant within one two months of coming into effect of these Regulations, failing which the Connectivity granted under the Connectivity Regulations shall be considered as surrendered.	One month period is too less for the applicant. We request to increase the time period to apply from one month to two months.
21	Clause 37.2 (d)	In case, the entity exercises the option to convert the Connectivity granted under the Connectivity Regulations as Connectivity under these Regulations in terms of option (i) of clause (a) of this regulation, the Nodal Agency shall, within next 30 days, intimate the amount of Conn-BG1, Conn-BG2 and Conn-BG3, to be paid by such entity in terms of Regulation 8 of these regulations, after adjusting bank guarantee, if any, paid by such entity under the Connectivity Regulations.	In case, the entity exercises the option to convert the Connectivity granted under the Connectivity Regulations as Connectivity under these Regulations in terms of option (i) of clause (a) of this regulation, the Nodal Agency shall, within next 30 days, intimate the amount of Conn-BG1, and Conn-BG2 and Conn-BG3 , to be paid by such entity in terms of Regulation 8 of these regulations, if Connectivity BGs are already submitted as per the previous regulation then it will adjusted under these Regulation and no other BGs are required. after adjusting bank guarantee, if any, paid by such entity under the Connectivity Regulations.	During the transition to GNA regulation, the entity with projects covered under EA Section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required. Since the projects are through competitive bidding and the tariff is determined based on prevailing charges, taxes and duties at the time of bidding. Any additional cost where the project is already bid-out will have impact on the overall project.
22	Clause 37.2 (e)	Conn-BG1, Conn-BG2 and Conn-BG3 shall be furnished by the entity within two (2) months of intimation under clause (d) of this Regulation.	Conn-BG1, and Conn-BG2 and Conn-BG3 shall be furnished by the entity within two (2) months of intimation under clause (d) of this Regulation. Entities covered under EA Section 63, which have already submitted Connectivity BGs as per the previous regulation, the BGs required under this regulation will be adjusted from the submitted BGs and no other BGs are required.	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required.

				Since the projects are through competitive bidding and the tariff is determined based on prevailing charges, taxes and duties at the time of bidding. Any additional cost where the project is already bid-out will have impact on the overall project.
23	Clause 37.2 (f)	On furnishing of Conn-BG1, Conn-BG2 and Conn-BG3 under clause (e) of this Regulation, existing agreements between the entity and the Nodal Agency shall be aligned with provisions of Regulation 10.3 of these regulations.	On furnishing of Conn-BG1, and Conn-BG2 and Conn-BG3 under clause (e) of this Regulation, existing agreements between the entity and the Nodal Agency shall be aligned with provisions of Regulation 10.3 of these regulations. <i>Entities covered under EA Section 63, which have already submitted Connectivity BGs as per the previous regulation, the BGs required under this regulation will be adjusted from the submitted BGs and no other BGs are required.</i>	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required. Since the projects are through competitive bidding and the tariff is determined based on prevailing charges, taxes and duties at the time of bidding. Any additional cost where the project is already bid-out will have impact on the overall project.
24	Clause 37.3 2 (b)	Option under clause (a) of this Regulation shall be exercised by the entity within one month of coming into effect of these Regulations, failing which such Long term Access granted under the Connectivity Regulations shall be considered as surrendered.	Option under clause (a) of this Regulation shall be exercised by the entity within one <i>two</i> months of coming into effect of these Regulations, failing which such Long term Access granted under the Connectivity Regulations shall be considered as surrendered.	One month period is too less for the applicant. We request to increase the time period to apply from one month to two months.
25	Clause 37.3 2 (d)	In case, the entity exercises the option (i) of clause (a) of this Regulation to convert the Long term Access granted under the Connectivity Regulations as deemed GNA under these Regulations, it shall furnish Conn-BG1 for Rs. 50 lakhs and Conn-BG3 @ Rs. 2	In case, the entity exercises the option (i) of clause (a) of this Regulation to convert the Long term Access granted under the Connectivity Regulations as deemed GNA under these Regulations, it shall furnish Conn-BG1 for Rs. 50 lakhs and Conn- BG2	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e.

		lakh/MW corresponding to such Long term Access quantum within two (2) months of exercising such option. In case any Conn-BG2 has been furnished under the Connectivity Regulations, the same shall be treated as Conn-BG2 under these regulations. Subsequent treatment of Conn-BG1, Conn-BG2 and Conn-BG3 shall be in terms of Regulations 16.1 to 16.4 of these regulations. Bank Guarantee, if any, furnished by such entity under the Connectivity Regulations shall be adjusted.	3 @ Rs. 2 lakh/MW corresponding to such Long term Access quantum within two (2) months of exercising such option. In case Connectivity BGs are already submitted as per previous Regulation, the same shall be adjusted under these regulation and no other BGs are required. In case any Conn-BG2 has been furnished under the Connectivity Regulations, the same shall be treated as Conn-BG2 under these regulations. Subsequent treatment of Conn-BG1, and Conn-BG2 and Conn-BG3 shall be in terms of Regulations 16.1 to 16.4 of these regulations. Bank Guarantee, if any, furnished by such entity under the Connectivity Regulations shall be adjusted.	against Conn-BG1 and Conn-BG2 and no new BGs are required. Since the projects are through competitive bidding and the tariff is determined based on prevailing charges, taxes and duties at the time of bidding. Any additional cost where the project is already bid-out will have impact on the overall project.
26	Clause 37.3 2 (e)	On furnishing of Conn-BG1 and Conn-BG3 under clause (d) of this Regulation, the Long term access shall be treated as GNA deemed to have been granted under these regulations and the existing agreements between the entity and the Nodal Agency shall be aligned with provisions of these regulations.	On furnishing of Conn-BG1 and Conn- BG2 3 under clause (d) of this Regulation, the Long term access shall be treated as GNA deemed to have been granted under these regulations and the existing agreements between the entity and the Nodal Agency shall be aligned with provisions of these regulations. Entities covered under EA Section 63, which have already submitted Connectivity BGs as per the previous regulation, the BGs required under this regulation will be adjusted from the submitted BGs and no other BGs are required.	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required. Since the projects are through competitive bidding and the tariff is determined based on prevailing charges, taxes and duties at the time of bidding. Any additional cost where the project is already bid-out will have impact on the overall project.

27	Clause 37.3 3 (b)	Option under clause (a) of this Regulation shall be exercised by the applicant within one month of coming into effect of these Regulations, failing which the Long term Access granted under the Connectivity Regulations shall be considered as surrendered.	Option under clause (a) of this Regulation shall be exercised by the applicant within one two months of coming into effect of these Regulations, failing which the Long term Access granted under the Connectivity Regulations shall be considered as surrendered.	One month period is too less for the applicant. We request to increase the time period to apply from one month to two months.
28	Clause 37.3 3 (d)	In case, the entity exercises the option (i) of clause (a) of this Regulation to convert the Long term Access granted under the Connectivity Regulations as GNA deemed to have been granted under these regulations, the Construction Bank Guarantee already furnished shall be treated as Conn-BG1 for Rs 50 lakhs and balance as Conn-BG2 under these regulations. In case no construction bank guarantee has been furnished pursuant to signing of PPA and PSA, it shall furnish Conn-BG1 for Rs. 50 lakhs and Conn-BG3 @ Rs. 2 lakh/MW corresponding to such Long term access quantum within two (2) months of exercising the option (i) under clause (a) of this Regulation. In case any Conn-BG2 has been furnished under Connectivity Regulations, the same shall be treated as Conn-BG2 under these regulations. The Conn-BG1, Conn-BG2 and Conn-BG3 shall be treated in terms of Regulations 16.1 to 16.4 of these regulations.	In case, the entity exercises the option (i) of clause (a) of this Regulation to convert the Long term Access granted under the Connectivity Regulations as GNA deemed to have been granted under these regulations, the Construction Bank Guarantee already furnished shall be treated as Conn-BG1 for Rs 50 lakhs and balance as Conn-BG2 under these regulations. In case no construction bank guarantee has been furnished pursuant to signing of PPA and PSA, it shall furnish Conn-BG1 for Rs. 50 lakhs and Conn-BG2 3 @ Rs. 2 lakh/MW corresponding to such Long term access quantum within two (2) months of exercising the option (i) under clause (a) of this Regulation. In case any Conn-BG2 has been furnished under Connectivity Regulations, the same shall be treated as Conn-BG2 under these regulations. The Conn-BG1, and Conn-BG2 and Conn-BG3 shall be treated in terms of Regulations 16.1 to 16.4 of these regulations.	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required. Since the projects are through competitive bidding and the tariff is determined based on prevailing charges, taxes and duties at the time of bidding. Any additional cost where the project is already bid-out will have impact on the overall project.
29	Clause 37.3 3 (e)	On conversion of Construction bank guarantee as Conn-BG1 and Conn-BG2 or furnishing of Conn-BG1 and Conn-BG3 in terms of clause (d) of this Regulation, as	On conversion of Construction bank guarantee as Conn-BG1 and Conn-BG2 or furnishing of Conn-BG1 and Conn-BG2 3 in terms of clause (d) of this Regulation, as	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG

		applicable, the Long term Access granted under the Connectivity Regulations shall be treated as GNA deemed to have been granted under these regulations. The existing agreements between the entity and the Nodal Agency shall be aligned in line with provisions of these regulations.	applicable, the Long term Access granted under the Connectivity Regulations shall be treated as GNA deemed to have been granted under these regulations. The existing agreements between the entity and the Nodal Agency shall be aligned in line with provisions of these regulations.	submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required.
30	Clause 37.3 3 (f)	In case the entity fails to furnish Conn-BG1 and Conn-BG3 in terms of clause (d) of this Regulation, the Long term access granted to the entity under the Connectivity Regulations shall be considered as surrendered in terms of clause (b) of this Regulation.	In case the entity fails to furnish Conn-BG1 and Conn-BG2 3 in terms of clause (d) of this Regulation, the Long term access granted to the entity under the Connectivity Regulations shall be considered as surrendered in terms of clause (b) of this Regulation.	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required.
31	Clause 37.4 (1) (b)	Such option under clause (a) of this Regulation shall be exercised by the applicant within one month of coming into effect of these Regulations, failing which the MTOA granted under the Connectivity Regulations shall be considered as surrendered.	Such option under clause (a) of this Regulation shall be exercised by the applicant within one month two months of coming into effect of these Regulations, failing which the MTOA granted under the Connectivity Regulations shall be considered as surrendered.	One month period is too less for the applicant. We request to increase the time period to apply from one month to two months.
32	Clause 37.6 (1) (a)	In case additional GNA as applied for under Regulation 17.2 can be granted on existing transmission system, the Nodal Agency shall grant such additional GNA on furnishing Conn-BG3 @ Rs.2 lakh/MW. Conn-BG3 shall be returned in five equal parts over the next five years starting from the year when such GNA becomes effective or in accordance with Regulation 16.2 of these regulations, whichever is later.	In case additional GNA as applied for under Regulation 17.2 can be granted on existing transmission system, the Nodal Agency shall grant such additional GNA and adjust Conn-BG2 already submitted as per Connectivity Regulation which on furnishing Conn-BG3 @ Rs.2 lakh/MW. Conn-BG3 shall be returned in five equal parts over the next five years starting from the year when such GNA becomes effective	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required.

			or in accordance with Regulation 16.2 of these regulations, whichever is later.	
33	Clause 37.6 (2)	Entities covered under Regulation 4.1 of these regulations which have been granted Long Term Access to the target region, shall furnish Conn-BG3 @ Rs. 2 lakh/MW. On furnishing such Conn-BG3, these entities shall be treated as Connectivity grantee under these regulations having GNA corresponding to such Long term access. Conn-BG3 shall be returned in five equal parts over the next five years starting from the year when such GNA becomes effective or in accordance with Regulation 16.2 of these regulations, whichever is later.	Entities covered under Regulation 4.1 of these regulations which have been granted Long Term Access to the target region, the Conn-BG2 submitted as per Connectivity Regulation shall be adjusted against the Conn-BG2 of this regulation and no additional BG is required. shall furnish Conn-BG3 @ Rs. 2 lakh/MW. On adjustment of furnishing such Conn-BG2 3, these entities shall be treated as Connectivity grantee under these regulations having GNA corresponding to such Long term access. Conn-BG2 3 shall be returned in five equal parts over the next five years starting from the year when such GNA becomes effective or in accordance with Regulation 16.2 of these regulations, whichever is later.	During the transition to GNA regulation, the entity with projects covered under EA section 63, has applied for connectivity and has been granted connectivity, BG submitted as per previous Connectivity regulation will be adjusted accordingly i.e. against Conn-BG1 and Conn-BG2 and no new BGs are required.