

सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड
(पावर ग्रिड कारपोरेशन ऑफ इण्डिया लिमिटेड के स्वामित्व में)
(भारत सरकार का उदयम)
CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
(A wholly Owned Subsidiary of Power Grid Corporation of India Limited)
(A Government of India Enterprise)

Ref No.: CTU/GNA/2022

Date: 25.02.2022

To

The Secretary
Central Electricity Regulatory Commission
3rd & 4th Floor, Chanderlok Building,
36, Janpath, New Delhi- 110001

Subject: Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2021

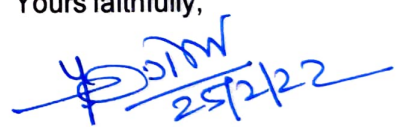
Dear Sir,

This has reference to the CERC public notice no. L L-1/261/2021/CERC dated 16.12.21 inviting comments on the Draft Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2021.

Towards this, the general and para-wise comments on the Draft Regulations are enclosed at Annexure-A.

Thanking you,

Yours faithfully,


(P C Garg)
COO (CTU)

Encl: As above

Key Observations on Draft GNA Regulations

1. Definition of Associated Transmission System (ATS):

- The Draft GNA regulation defines ATS as

'6.2. Any augmentation required, excluding terminal bay(s), to the existing ISTS identified under Regulation 6.1 of these regulations, shall be considered as the Associated Transmission System (ATS) for the Applicant(s).'

6.1. On receipt of applications for grant of Connectivity, the Nodal Agency shall carry out interconnection study as specified in the CEA Technical Standards for Connectivity along with requirement of augmentation to the existing ISTS, if any, for enabling transfer of power over ISTS under General Network Access:

Provided that the existing ISTS for the purpose of this Regulation shall include transmission system which has been awarded for implementation, as on the last day of the month in which application for grant of Connectivity complete in all respects, has been received:

Provided further that if any additional transmission system gets awarded for implementation before completion of interconnection study, such additional transmission system shall also be considered as existing ISTS.

- As per Transmission Planning Rules, 2021, the Connectivity System shall be treated as-

"4.0. Connectivity (5): The costs of the connectivity system to the network shall be borne by connecting entity and the costs of strengthening of the system shall be a part of system cost and recovered in tariff."

- Further, SI No 4.1(v) of MoM by MoP dated 08.11.2021, states that-

'New ISTS system will be planned and developed based on demand assessment without linking with LTA requirement. There will be no distinction of Generation linked (network expansion) and System strengthening schemes.'

Defining **part of ISTS as ATS** for individual generation project is very difficult:

- ICTs at a particular pooling station are shared by all the generation projects connected at that pooling station. Further the ICTs have standard capacity (say 500MVA 400/220kV, 1500MVA 765/400kV etc) which mostly do not match with the capacity of individual generation project. In that case, identifying ICT(s) for a particular capacity of generation project is difficult.
- Generation granted with a particular ATS (Say ICTs) may be operationalized with part or existing system.
- In some cases, high capacity transmission system is planned right from the generation switchyard. Defining this as ATS would have huge burden on the Generation Project.
- As per draft GNA Regulation, "ATS" for an applicant is the augmentation to the existing ISTS for enabling transfer of power over ISTS under GNA. This may lead to "big ATS" for one generation project (corresponding to new ISTS augmentation system), whereas "Nil or negligible ATS" for other generation project (if new augmentation system has already been awarded) seeking connection at same location.

Key Observations on Draft GNA Regulations

Proposal:

In order to remove the above discrepancy and also the fact that apart from the dedicated line along with terminal bays at either end, all ISTS augmentation is a part of common strengthening system, it is proposed to define the ATS and Network Expansion as following in line with the requirement of Connectivity System as per Transmission Planning Rule, 2021:

- **ATS(Proposed):** Transmission system connecting the generation project to the ISTS point.

This will include the Generation End Pooling Station/Bay, Dedicated Transmission Line (DTL) and respective bay at ISTS Station and the same would be in the scope of Generation Project Developer.

Network Expansion/System Strengthening: Transmission system other than proposed ATS.

2. Connectivity Bank Guarantees:

- The Draft GNA regulations envisage the Applicant to furnish the Connectivity Bank Guarantees as per below-

(a) For Connectivity with Existing ISTS System

Connectivity Bank Guarantee in three parts- Conn-BG1 amounting to Rs. 50 lakhs, Conn-BG2 towards terminal bay(s) on the basis of number of terminal bay(s) and Conn-BG3 @ Rs. 2 lakh/MW, for the existing ISTS

(b) For Connectivity where Network Expansion is required-

Connectivity Bank Guarantee in two parts-Conn-BG1 amounting to Rs. 50 lakhs and Conn-BG2 equal to estimated cost of ATS and terminal bay(s)

- Regulation 6 of Draft GNA Regulations defines the existing ISTS. as following-

“The existing ISTS for the purpose of this Regulation shall include transmission system which has been awarded for implementation, as on the last day of the month in which application for grant of Connectivity complete in all respects, has been received”

As explained at Sl. No 1 above, Generators connecting at the same location may have different ATS and therefore different bank guarantee which may have different cost implication for the Generators connected to the same ISTS point and having same network expansion. Further, the generators may not be knowing their liabilities corresponding to the Bank Guarantees upfront before bidding. This may constraint level playing field for the different Generators at the same ISTS point.

Proposal:

In order to streamline the Requirement of Bank Guarantees, it is proposed to have a Single Bank Guarantee of **Rs 2 lakhs/MW** for all the cases.

Key Observations on Draft GNA Regulations

3. Treatment of Connectivity Bank Guarantee

- The treatment of Connectivity Bank Guarantees in line with Draft GNA shall be as per below-

'16.1. Conn-BG1 shall be returned within 30 days of declaration of commercial operation of full capacity by the Connectivity grantee.'

16.2. Conn-BG2 and Conn-BG3 shall be returned in five equal parts over five years corresponding to the generation capacity which has been declared under commercial operation by the Connectivity grantee.'

16.3. In case of non-payment of transmission charges under Regulation 13 of the Sharing Regulations for more than 3 months from the due date, such transmission charges shall be recovered by encashing Conn-BG1 (if subsisting), Conn-BG2 and Conn-BG3, as required. Connectivity shall be revoked from the date when Conn-BG2 is not sufficient to cover transmission charges under Regulation 13 of the Sharing Regulations'

Proposal:

- The treatment of Bank Guarantee has to be aligned with the Requirement of Bank Guarantee(s) as proposed in SI No 2 above.
- Following Treatment of Connectivity Bank Guarantee is proposed-

'16.1. Upon the declaration of commercial operation for the full installed capacity by the connectivity grantee/ Connectivity effectiveness of Bulk Consumers & Distribution Licensee seeking GNA, the Conn BG shall be returned within a period of 02 months thereafter.'

In case of any delay in Commercial operation from its earlier stated SCOD/revised SCOD as approved by Competent Authority/ Connectivity effectiveness of Bulk Consumers & Distribution Licensee seeking GNA, the connectivity grantee shall be liable to pay an amount of Rs 7500/ MW /week or part thereof subject to the Upper Cap of total Conn-BG amount.'

This amount payable on account of delay shall be deposited within 01 month of COD or six months from the SCOD (Whichever is earlier) for the delayed period failing which the amount shall be recovered from the encashment of Conn BG and balance BG amount, if any, shall be returned within 01 month of encashment.'

16.2. The proceeds of encashed Conn-BG in terms of Regulation 16.1, shall be adjusted in Monthly Transmission charges under the Sharing Regulations.'

- A unit charge approach is proposed for liability against the bank guarantees (Rs 7500/MW/Per Week charge obtained by considering Rs 2 Lakh/MW BG as proposed at SI No 2 and a period of 06 month approximately). This approach simplifies the treatment of Bank Guarantee and align it to the proposals at SI No 1 & 2. This will also facilitate the developer to estimate the implication of delayed Commissioning with respect to SCOD.

Key Observations on Draft GNA Regulations

4. Alignment Exercise may not be necessary for Agreements

- i. All commercial agreements have been removed by Hon'ble CERC. Only prescribed agreement for CTU is Connectivity Agreement (under Regulation 10) which is also a technical agreement and a non-commercial one.
- ii. However, in provisions relating to 'Arrangement for Transition', following agreements have been prescribed for "alignment" in terms of GNA Regulations:
 - a. 37.2(f) prescribes that "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 ."
 - b. 37.3(2)(e) and 37.2(3)(e) prescribes w.r.t. existing LTA Agreement that "existing agreements between the entity and the Nodal Agency shall be aligned in line with provisions of these regulations."
 - c. 37.4(e) prescribes that "existing (MTOA) agreements between the entity and the Nodal Agency shall be aligned in line with provisions of these regulations."
 - d. 43.3(d) prescribes that "All the agreements executed under the repealed regulations shall be aligned with these regulations within 30 days of notification of these regulations."
- iii. It may be noted that:
 - a. No requirement for execution of fresh agreements has been prescribed for grant of GNA (under Regulations 17 to 23) or Connectivity (under Regulations 10 to 16 under Regulations 10 to 16).
 - b. This means that in cases of all fresh grants, "the grant intimation" is a self-contained instrument which covers the requirements of both intimation + agreement under the old regime.
 - c. Thus, it may be advisable to avoid the alignment-exercise for old grants of LTA, MTOA, Connectivity.

Proposal :

- a. Only revised intimation (suitably detailed) may be issued for the purposes of alignment.
- b. The revised intimations and acceptance thereof shall subsume the previous intimations as well as agreements and shall be individual self-contained documents for all regulatory, commercial and legal purposes.

5. Provision for Charges in case of Surrender

The word "relinquishment" may be supplemented with "surrender". Further, the levy of charges in case of such "surrender" may be classified as "transmission charges equivalent" of a fixed period e.g. 60 months in line with CERC Order dated 08.03.2019 in Petition No. 92/MP/2015 (Para 99 @pg. 124 of 177).

6. Key Observations/Amendments proposed in the Draft GNA Regulations are given below:-

Key Observations on Draft GNA Regulations

Clause	Description as per Draft GNA	Observations/Suggestions
2. Definition 2.1(b)	“Associated Transmission System” or “ATS” for Applicant(s) for Connectivity means the ATS as determined in accordance with Regulation 6 of these regulations;	<p>Defining part of ISTS as ATS for individual generation project is difficult:</p> <ul style="list-style-type: none"> • ICTs at a particular pooling station are shared by all the generation projects connected at that pooling station. Further the ICTs have standard capacity (say 500MVA 400/220kV, 1500MVA 765/400kV etc) which mostly do not match with the capacity of individual generation project. In that case, identifying ICT(s) for a particular capacity of generation project is not possible. • Generation granted with a particular ATS (for example ICTs) may be operationalized with part or existing system. • In some cases, high-capacity transmission system is planned right from the generation switchyard. Defining this as ATS would have huge burden on the Generation Project. • As per draft GNA Regulation, “ATS” for an applicant is the augmentation to the existing ISTS for enabling transfer of power over ISTS under GNA. This may lead to “big ATS” for one generation project (corresponding to new ISTS augmentation system), whereas “Nil or negligible ATS” for other generation project (if new augmentation system has already been awarded) seeking connection at same location. <p>Our Suggestion: The connectivity system to be divided in two parts- ATS and Network Expansion.</p> <p>ATS: Transmission system connecting the generation project to the ISTS point.</p>

Key Observations on Draft GNA Regulations

		<p>This will include the Generation End Pooling Station/Bay, Dedicated Transmission Line (DTL) and respective bay at ISTS Station and the same would be in the scope of Generation Project Developer.</p> <ul style="list-style-type: none"> • Network Expansion/System Strengthening: Transmission system other than ATS.
2. Definition 2.1(aj)	"RLDC Fees and Charges Regulations" means Central Electricity Regulatory Commission (Fees and Charges of Regional Load Despatch Centre and other related matters) Regulations, 2019;	<p>As per Clause 5 (9) of Transmission Planning Rules, 2021, the Central Commission shall bring out Regulation on fees and charges for Central Transmission Utility to carry out the statutory functions as per provisions of the Act, and rules, regulations made there under.</p> <p>Suggestion:- definition clause may be broadened to include Fees and Charges Regulations for CTU.</p>
2. Definition 2.1		<p>New Insertions:</p> <p>(ja)Central Electricity Authority (Technical Standards for Communication System in Power System Operations) Regulations, 2020.</p> <p>(jaa) CEA (Cyber Security in Power Sector) Guidelines, 2021</p>
Chapter3	Connectivity	<p>Wherever Connectivity is referred under the subject GNA regulations, it should be replaced by 'Connectivity for GNA'</p> <p>Comment: Under existing Connectivity Regulations, Connectivity does not guarantee evacuation of firm power and only Interconnection with the ISTS grid is envisaged. However, under subject GNA regulations, Connectivity enables transfer of power. This proposed reference will give clarity in the definition of Connectivity.</p>

Key Observations on Draft GNA Regulations

3.4	An auto-generated acknowledgement for receipt of application bearing date and time of application shall be issued to the Applicant and a copy thereof shall be displayed on the website of the Nodal Agency.	<p>To be Amended as:</p> <p>An auto-generated acknowledgement for receipt of application bearing date and time of application shall be issued to the Applicant. and a copy thereof shall be displayed on the website of the Nodal Agency.</p>
3.5	After scrutiny, the Nodal Agency shall intimate the deficiencies, if any, in the application for grant of Connectivity or grant of GNA, to the Applicant within one week of the receipt of application, in order of date and time of receipt of application. The Applicant shall rectify the deficiency within one week thereafter, failing which the application shall be closed and 20% of the application fee shall be forfeited. Balance 80% of the application fee shall be refunded by the Nodal Agency to the Applicant within 15 days of closure of the application.	<p>To be Amended as:</p> <p>After scrutiny, the Nodal Agency shall intimate the deficiencies, if any, in the application for grant of Connectivity or grant of GNA, to the Applicant within one week of the receipt of application upto 2400hrs of the last day of the week , in order of date and time of receipt of application. The Applicant shall rectify the deficiency within one week thereafter upto 2400hrs of the last day of the week and submit application complete in all respect with supporting documents, failing which the application shall be closed and 20% of the application fee along with applicable taxes shall be forfeited. Balance 80% of the application fee alongwith applicable taxes shall be refunded by the Nodal Agency to the Applicant within 15 days of closure of the application. If the rectified application is received from the applicant after 24:00 hrs of the last day of the month in which application is made, application shall be deemed to have been made in subsequent month and shall be processed accordingly.</p>
3.7	<p>.....</p> <p>Provided that if any application is withdrawn after the in-principle grant of Connectivity or grant of GNA, such</p>	<p>To be Amended as:</p> <p>.....</p>

Key Observations on Draft GNA Regulations

	<p>application shall be closed by the Nodal Agency within a period of 15 days from the date of withdrawal and 100% of the application fee shall be forfeited.</p>	<p>If any application for grant of Connectivity or grant of GNA is withdrawn/applicant requests to keep the application in abeyance 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, 50% of the application fee alongwith applicable taxes shall be forfeited. Balance 50% of the application fee alongwith applicable taxes shall be refunded by the Nodal Agency to the Applicant within 15 days of withdrawal of the application and 100% of the application fee shall be forfeited.</p> <p>Provided that if any application is withdrawn after the in-principle grant of Connectivity or grant of GNA, such grant application shall be revoked closed by the Nodal Agency and intimated to grantee applicant within a period of 15 days from the date of withdrawal and 100% of the application fee alongwith applicable taxes shall be forfeited.</p> <p>Provided further that if any application is closed by Nodal Agency in line with the provision of Regulation 8.0, 100% of the application fee alongwith applicable taxes shall be forfeited.</p>
4.1 e	<p>REGS or standalone ESS with an installed capacity of 5 MW and above applying for grant of Connectivity to ISTS through the electrical system of generating station already having Connectivity to ISTS:</p>	<p>To be Amended as: REGS or standalone ESS with an installed capacity of 5 MW and above applying for grant of Connectivity to ISTS through the electrical system of generating station or any entity already having Connectivity to ISTS:</p>
4.1		<p>New Insertions:</p>

Key Observations on Draft GNA Regulations

		ef) A distribution licensee or a Bulk consumer, seeking GNA under Clause 17.1(iii). Provided that the entity has to apply for connectivity and GNA together. Single application fee of 05 lakhs shall be furnished for the Connectivity and GNA application.
4.2	Notwithstanding anything contained in Regulation 4.1, the entities having Connectivity shall be eligible, on payment of application fees , to apply for enhancement of Connectivity of less than 50 MW subject to available capacity in transmission system.	<p>To be Amended as:</p> <p>Notwithstanding anything contained in Regulation 4.1, the entities having Connectivity shall be eligible, on submission of application along with non-refundable application fee of Rs 3 lakh along with applicable taxes, to apply for enhancement of Connectivity of less than 50 MW subject to available capacity in connectivity system.</p>
5.1	An Applicant, which is a generating station including REGS, shall apply for grant of Connectivity to the Nodal Agency for the quantum equal to the installed capacity of the generating station:	<p>To be Amended as:</p> <p>An Applicant, which is a generating station including ESS and/or REGS, may apply for seeking grant of Connectivity to the Nodal Agency. Such Application shall be made for the quantum equal to the installed capacity of the generating station including ESS and/or REGS.</p>
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;	<p>To be Amended as:</p> <p>Notwithstanding anything contained in Regulation 5.1, a generating station/ESS, 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/ESS shall apply to CTU, along with non-refundable application fee of Rs 3 lakh along with applicable taxes;</p>

Key Observations on Draft GNA Regulations

5.5	An Applicant, which is a Renewable Power Park Developer, shall apply for grant of Connectivity for the quantum for which it has been authorised by the Central Government or a State Government as a Renewable Power Park developer	<p>To be Amended as:</p> <p>An Applicant, which is a Renewable Power Park Developer, may apply for grant of Connectivity for the quantum for which it has been authorised by the Central Government or a State Government or an entity/ agency authorized by appropriate government, as a Renewable Power Park developer</p>
5.8	The application for grant of Connectivity shall contain, inter alia, the following details, as applicable, duly supported with relevant affidavit, as stipulated in the Detailed Procedure for Connectivity and GNA issued in accordance with Regulation 39.1: 	<p>To be Amended as:</p> <p>An applicant shall submit its application with duly authenticated digital signature of the authorized signatory.</p> <p>The application shall contain, inter alia, the following details, as applicable, as stipulated in the Detailed Procedure for Connectivity and GNA issued in accordance with Regulation 39.1:</p> <p>....</p>
5.8 (vi)	Registration Number along with certificate issued by the CEA Registry;	<p>To be Amended as:</p> <p>Registration Number along with certificate issued by the CEA Registry;</p> <p>Provided that the Registration Number may not be applicable for ESS and Bulk Consumer/Distribution Licensee seeking connectivity</p>
5.8 vii	In case of Renewable Power Park Developer, authorisation by the Central Government or the State Government, as applicable, to undertake infrastructural activities including arrangement for Connectivity on behalf of solar power generators or wind power generators;	<p>To be Amended as:</p> <p>In case of Renewable Power Park Developer, authorisation by the Central Government or the State Government, or an entity/ agency authorized by appropriate government as applicable, to undertake infrastructural activities including arrangement for Connectivity on behalf of solar power</p>

Key Observations on Draft GNA Regulations

		generators or wind power generators, Renewable Hybrid generating stations or ESS as the case may be.
5.8		New Clause Added: (xi) In case of the Applicant covered under Regulation 5.6 & 5.7, the Agreement between the Applicant and the Connectivity grantee/Other Applicant, as the case may be, for provision/ sharing of ISTS communication system and Cyber Security.
6.1.	On receipt of applications for grant of Connectivity, the Nodal Agency shall carry out interconnection study as specified in the CEA Technical Standards for Connectivity along with requirement of augmentation to the existing ISTS, if any, for enabling transfer of power over ISTS under General Network Access: Provided further that if any additional transmission system gets awarded for implementation before completion of interconnection study, such additional transmission system shall also be considered as existing ISTS.	To be Amended as: On receipt of applications for grant of Connectivity, the Nodal Agency shall carry out interconnection study as specified in the CEA Technical Standards for Connectivity along with for determination of requirement of Network Expansion , if any, for enabling transfer of power over ISTS under General Network Access: Provided further that if any additional transmission system gets awarded for implementation before the date of the Regional Consultation Meeting for Evolving Transmission Schemes being conducted by CTU , such additional transmission system shall also be considered as existing ISTS.
6.2.	Any augmentation required, excluding terminal bay(s), to the existing ISTS identified under Regulation 6.1 of these regulations, shall be considered as the Associated Transmission System (ATS) for the Applicant(s).	To be Amended as: • Associated Transmission System (ATS): Transmission system connecting the generation project to the ISTS point.

Key Observations on Draft GNA Regulations

		<p>This will include the Generation End Pooling Station/Bay, Dedicated Transmission Line (DTL) and respective bay at ISTS Station and the same would be in the scope of Generation Project Developer.</p> <p>•Network Expansion / System Strengthening: Transmission system other than ATS.</p>
7.1.	<p>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.</p>	<p>To be Amended as:</p> <p>In the event the Nodal Agency after the interconnection study undertaken in accordance with Regulation 6.1 of these regulations, determines that no ATS Network Expansion is required, the Nodal Agency shall intimate in-principle grant of Connectivity to the Applicant within 30 40 days from the last day of the month in which the application had been received along with details such as location of terminal bay(s), to be developed by applicant , and minimum design features for dedicated transmission lines along with the terminal bays to be constructed by the Applicant.</p> <p>Provided that the bays already available / under implementation under ISTS, as on the day of notification of this regulation, shall be considered under network expansion/existing system.</p>
7.2	<p>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:</p>	<p>To be Amended as:</p> <p>In case the Nodal Agency, after the interconnection-study undertaken in accordance with Regulation 6.1 of these regulations, determines that ATS network expansion is required, the Nodal Agency shall intimate in-principle grant of Connectivity to the Applicant within 60 days from the last day of the</p>

Key Observations on Draft GNA Regulations

	<p>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:</p> <p>Provided further that the firm date of start of Connectivity shall be confirmed at the time of final grant of Connectivity.</p>	<p>month in which the application had been received:</p> <p>Provided that intimation for in-principle grant of Connectivity shall include the ATS and terminal bay(s), network expansion estimated cost of such ATS and terminal bay(s), minimum design features for dedicated transmission lines along with the terminal bay(s) to be constructed by the Applicant and the likely date of start of Connectivity:</p> <p>Provided further that the firm date of start of Connectivity shall be confirmed at the time of final grant of Connectivity.</p>												
8.1	<p>Connectivity Bank Guarantee shall be submitted by an Applicant in three parts, Conn-BG1 amounting to Rs. 50 lakhs, and Conn-BG2 and Conn-BG3, as provided in Regulations 8.2 and 8.3 of these regulations.</p>	<p>To be Amended as :</p> <p>Connectivity Bank Guarantee shall be submitted by an Applicant in three parts, Conn-BG1 amounting to Rs. 50 lakhs, and Conn-BG2 and Conn-BG3, as provided in Regulations 8.2 and 8.3 of these regulations.</p>												
8.2.	<p>For cases covered under Regulation 7.1 of these regulations , Conn-BG2 and Conn-BG3, shall be furnished as under:</p> <p>(a) Conn-BG2 towards terminal bay(s) shall be furnished on the basis of number of terminal bay(s) allocated as under:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Voltage level of allocated terminal bay</th> <th>Conn-BG2 (per terminal bay)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">132 kV</td> <td style="text-align: center;">Rs. 2 crore</td> </tr> <tr> <td style="text-align: center;">220/230 kV</td> <td style="text-align: center;">Rs. 3 crore</td> </tr> </tbody> </table>	Voltage level of allocated terminal bay	Conn-BG2 (per terminal bay)	132 kV	Rs. 2 crore	220/230 kV	Rs. 3 crore	<p>To be Amended as:</p> <p>For cases covered under Regulation 7.1 of these regulations, Conn-BG2 and Conn-BG3, shall be furnished as under:</p> <p>(a) Conn-BG2 towards terminal bay(s) shall be furnished on the basis of number of terminal bay(s) allocated as under:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Voltage level of allocated terminal bay</th> <th>Conn-BG2 (per terminal bay)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">132 kV</td> <td style="text-align: center;">Rs. 2 crore</td> </tr> <tr> <td style="text-align: center;">220/230</td> <td style="text-align: center;">Rs. 3 crore</td> </tr> </tbody> </table>	Voltage level of allocated terminal bay	Conn-BG2 (per terminal bay)	132 kV	Rs. 2 crore	220/230	Rs. 3 crore
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Key Observations on Draft GNA Regulations

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400 kV	Rs. 6 crore											
765 kV	Rs. 12 crore											
8.2	<p data-bbox="212 821 1008 949">(b) Conn-BG3 @ Rs. 2 lakh/MW, for the existing ISTS, shall be furnished by entities covered under clause (a) of this Regulation.</p> <p data-bbox="212 965 1008 1204">(c) Conn-BG1, Conn-BG2 and Conn-BG3, as applicable, shall be furnished within 1 (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 data-bbox="1030 845 1299 877">To be Amended as:</p> <p data-bbox="1030 917 2016 1061">(b) Conn-BG3 @ Rs. 2 lakh/MW, for the existing ISTS, shall be furnished by the applicant entities covered under clause (a) of this Regulation.</p> <p data-bbox="1030 1101 2016 1332">(c) Conn-BG1, Conn-BG2 and Conn-BG3, as applicable, shall be furnished within 1 (one) month of intimation of in-principle grant of Connectivity, failing which the application —In-principle grant for Connectivity shall be closed revoked and application fee shall be forfeited.</p>										

Key Observations on Draft GNA Regulations

		<p>The applicant shall sign Transmission Agreement for Connectivity within 30 days of final grant of connectivity.</p> <p>Before acceptance of the final Grant of Connectivity, if the applicant withdraws its application, Conn BG shall be returned. Else, the Conn BG shall be encashed.</p>
8.3	<p>For cases covered under Regulation 7.2 of these regulations, the following procedure shall be followed:</p> <p>(a) The entity that has been intimated in-principle grant of Connectivity, shall submit its consent for execution of ATS and terminal bay(s), as intimated under Regulation 7.2 of these regulations, along with Conn-BG1, 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) The Nodal Agency, within 6 (six) months of furnishing of Conn-BG1 as per clause (a) of this Regulation, 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</p>	<p>To be Amended as:</p> <p>For cases covered under Regulation 7.2 of these regulations, the following procedure shall be followed:</p> <p>(a) The entity that has been intimated in-principle grant of Connectivity, shall submit its consent for execution of ATS and terminal bay(s), as intimated under Regulation 7.2 of these regulations, along with Conn-BG1, within one month of intimation of in-principle grant of Connectivity, failing which the in-principle application grant for Connectivity shall be closed-revoked and application fee shall be forfeited.</p> <p>(b) The Nodal Agency, within 6 (six) months of furnishing of Conn-BG1 as per clause (a) of this Regulation, shall issue final grant of connectivity 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</p>

Key Observations on Draft GNA Regulations

	<p>regulations, (ii) I the timeline for completion of network 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>these regulations, (ii) including the timeline for completion of network expansion and ATS and terminal bay(s), and (iii) firm date of start of Connectivity.</p> <p>Before acceptance of the final Grant of Connectivity, if the applicant withdraws its application, Conn BG shall be returned. Else, the Conn BG shall be encashed.</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>
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:</p>	<p>To be Amended as:</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 by which such timeline shall be furnished:</p>
8.3(d)	<p>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).</p>	<p>To be Amended as:</p> <p>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) network expansion shall be based on the scheduled date of commercial operation for such network expansion ATS and terminal bay(s).</p>

Key Observations on Draft GNA Regulations

8.3	(d)The entity that has been intimated in-principle grant of Connectivity shall furnish Conn-BG2 within 1 (one) month of intimation by the Nodal Agency under sub-clause (b) of this Regulation, failing which application for Connectivity shall be closed, Conn-BG1 shall be encashed and application fee shall be forfeited.	To be deleted
8.4	Conn-BG1 Conn-BG2 and Conn-BG3 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.	To be Amended as: 8.4. Conn-BG1 Conn-BG2 and Conn-BG3 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
9.1	Within 15 days of receipt of Conn-BG2 and Conn-BG3, as applicable, the Nodal Agency shall intimate the final grant of Connectivity to the entity that has been intimated in-principle grant of Connectivity. The intimation shall contain, inter alia, the following: 	To be Amended as: Within 15 days of receipt of Conn-BG2 and Conn-BG3, as applicable, the Nodal Agency shall intimate the final grant of Connectivity to the entity that has been intimated in-principle grant of Connectivity. The final grant of connectivity intimation shall contain, inter alia, the following:
9.1	(e) The broad design features of the dedicated transmission lines details including voltage level.	(e) The broad design features of the dedicated transmission lines along with terminal bay details including voltage level.
10	Connectivity Agreement	To be Amended as: Connectivity Connection Agreement Comment:

Key Observations on Draft GNA Regulations

		<p>Both Transmission and Connection Agreement as per the present regulation may not be required.</p> <p>In place of Transmission Agreement, the acceptance letter for final grant of Connectivity may be considered. In place of Connection Agreement, the acceptance letter from the Grantee against the Connection Offer Letter of CTU may be considered. The requirement & processing of technical details may be captured in the Detailed procedure.</p>
10.2	The Nodal Agency shall intimate the connection details, inter alia, details of protection equipment, system recording, SCADA and communication equipment, within a period of one month from the date of receipt of technical connection data under Regulation 10.1.	<p>To be Amended as:</p> <p>The Nodal Agency shall intimate the connection offer details, inter alia, details of protection equipment, system recording, SCADA and communication equipment, within a period of one month from the date of receipt of complete technical connection data under Regulation 10.1.</p>
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.	<p>To be Amended as:</p> <p>Within 30 days of the intimation of connection offer by the Nodal Agency under Regulation 10.2, Connectivity Connection Agreement shall be signed between amongst the Nodal Agency, the entity which has been intimated final grant of Connectivity , ISTS licensees and any person involved in respect of the connection. On signing of the Connectivity Connection Agreement such entity shall become the Connectivity grantee.</p>
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	<p>To be Amended as:</p> <p>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</p>

Key Observations on Draft GNA Regulations

	<p>Agreement and such coordinates shall not be outside the radius of 5 km of the tentative coordinates already intimated.</p>	<p>Connection Agreement and such coordinates shall generally not be outside the radius of 5 km of the tentative coordinates already intimated.</p> <p>Comment:</p> <p>The tentative location of sub-station is indicated in RFP documents which may change at the time of land acquisition by the TSP due to unforeseen reasons which are not under control of Nodal agency.</p>
10.6	<p>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.</p>	<p>To be deleted</p>
10.7	<p>The Connectivity Agreement, inter alia, shall include the following and other details as may be stipulated in the Detailed Procedure for Connectivity and GNA issued in accordance with Regulation 39.1:</p> <p>(a) Details of the allocated terminal bay(s) at ISTS sub-station subject to provisions of Regulation 10.5 of these regulations;</p> <p>(b) Start date of Connectivity; and</p> <p>(c) Provision that in case of non-payment of transmission charges under Regulation 13 of the Sharing Regulations for</p>	<p>To be deleted</p>

Key Observations on Draft GNA Regulations

	more than 3 months from the due date, the same may be recovered by encashing Conn-BG1, Conn-BG2 and Conn-BG3, as required as per provision of Regulation 16.3 of these regulations..	
10.8	Connectivity grantee shall submit a copy of the signed Connectivity Agreement to the RLDC, in whose control area it is located.	To be Amended as: Connectivity grantee shall submit a copy of the signed Connectivity Agreement acceptance letter against the Connection Offer Agreement to the RLDC, in whose control area it is located.
11.1	Connectivity grantee shall update the status of implementation of work under its scope including dedicated transmission lines, every quarter to the Nodal Agency who shall update the same on its website	To be Amended as: Connectivity grantee shall update the status of implementation of work under its scope including dedicated transmission lines and terminal bay(s) , every quarter to the Nodal Agency who shall update the same on its website.
11.2	The Nodal Agency shall update the status of implementation of the ATS and terminal bays in respect of all Connectivity grantees, every quarter, on its website	To be Amended as: The Nodal Agency shall update the status of implementation of the ATS and terminal bays network expansion in respect of all Connectivity grantees, every quarter, on its website.
11.3.	The Nodal Agency shall review and take corrective action based on the status of implementation of work under the scope of the Connectivity grantee as submitted under Regulation 11.1 and status of implementation of the ATS and terminal bay(s) as updated under Regulation 11.2.	To be Amended as: The Nodal Agency shall review and take corrective action coordinate based on the status of implementation of work under the scope of the Connectivity grantee as submitted under Regulation 11.1 and status of implementation of the ATS and terminal bays network expansion as updated under Regulation 11.2.

Key Observations on Draft GNA Regulations

12.1	In case Connectivity grantee is a generating station or a captive generating plant or a standalone ESS, the dedicated transmission lines shall be established, operated and maintained by such Connectivity grantee.	<p>To be Amended as:</p> <p>In case Connectivity grantee is a generating station or a captive generating plant or a standalone ESS, the dedicated transmission lines shall be established developed, owned, operated and maintained by such Connectivity grantee.</p>
12.2	In case Connectivity grantee is a Renewable Power Park Developer, the dedicated transmission lines shall be developed, owned and operated by such Renewable Power Park Developer.	In case Connectivity grantee is a Renewable Power Park Developer, the dedicated transmission lines shall be developed, owned, operated and maintained by such Renewable Power Park Developer.
12.3	The dedicated transmission lines shall be constructed and maintained in accordance with CEA Technical Standards for Construction.	<p>To be Amended as:</p> <p>The dedicated transmission lines and terminal bay(s) shall be constructed and maintained in accordance with CEA Technical Standards for Construction.</p>
12.4	<p>The terminal bay(s) at the ISTS sub-station shall be under the scope of the transmission licensee owning the ISTS sub-station:</p> <p>Provided that the Connectivity grantee may, if it so chooses, construct and maintain the terminal bay(s) at its own cost by entering into an agreement with the transmission licensee owning the ISTS sub-station, Provided further that subject to prior approval of the Nodal Agency:</p>	<p>To be Amended as:</p> <p>The terminal bay(s) at the ISTS sub-station shall be under the scope of the transmission licensee owning the ISTS sub-station:</p> <p>Provided that the Connectivity grantee may, if it so chooses, construct and maintain the terminal bay(s) at its own cost by entering into an agreement with the transmission licensee owning the ISTS sub-station, Provided further that subject to prior approval of the Nodal Agency:</p>

Key Observations on Draft GNA Regulations

	<p>Provided further that in case the Connectivity grantee chooses to construct the terminal bay(s) at its own cost, no cost towards terminal bay(s) shall be claimed by the Connectivity grantee in the event of revocation of its Connectivity:</p> <p>Provided also that in such case of revocation of Connectivity, the Connectivity grantee shall dismantle the terminal bay within 3 months failing which the CTU may utilize the bay for some other Connectivity applicant.</p>	<p>Provided further that in case the Connectivity grantee chooses to construct the terminal bay(s) at its own cost, no cost towards terminal bay(s) shall be claimed by the Connectivity grantee in the event of revocation of its Connectivity:</p> <p>Provided also that In such case of revocation of Connectivity, the Connectivity grantee shall dismantle the terminal bay within 3 months. Thereafter, Connectivity grantee shall have no rights and claims whatsoever and failing which the CTU may bay may be utilized the bay for some other Connectivity applicant.</p>
12.5.	<p>In case of an entity covered under Regulation 17.1(iii), the line to connect such an entity to the ISTS and necessary augmentation for providing connection to the ISTS, shall be constructed and maintained by a licensee at the cost of such entity;</p>	<p>To be Amended as:</p> <p>In case of an entity covered under Regulation 17.1(iii), the line and terminal bay(s) to connect such an entity to the ISTS necessary augmentation for providing connection to the ISTS, shall be constructed, owned, operated and maintained by a licensee at the cost of such entity. The Licensee shall be selected by the entity on bilateral basis.</p>
15.1.	<p>A Connectivity grantee shall not transfer, assign or pledge its Connectivity and the associated rights and obligations, either in full or in parts, to any person except as provided under Regulations 15.2 and 15.3 of these regulations.</p> <p>Provided that Connectivity granted to a parent company may be utilised by its subsidiary and Connectivity</p>	<p>A Connectivity grantee shall not transfer, assign or pledge its Connectivity and the associated rights and obligations, either in full or in parts, to any person except takeover of project by any other entity or as provided under Regulations 15.2 and 15.3 of these regulations.</p> <p>Comment: Utilization of Connectivity may be defined. It is understood that utilization of bay is linked to scheduling of power</p>

Key Observations on Draft GNA Regulations

	granted to a subsidiary may be utilised by its parent company.	
15.3	Any person which acquires 51% or more shareholding of the company or its subsidiary or affiliate company owning REGS or part thereof in terms of Regulation 15.2, may after COD of such part, apply to the Nodal Agency for transfer of Connectivity. The Nodal Agency shall issue revised grant of Connectivity on submission of applicable Conn-BG2 and Conn-BG3 by such person. The original grantee may substitute its Conn-BG2 and Conn-BG3 with revised Conn-BG2 and Conn-BG3, to be intimated by CTU. On issue of revised grant of Connectivity, such person shall enter into a fresh Connectivity Agreement and be responsible for compliance with all applicable regulations.	<p>To be Amended as:</p> <p>Any person which acquires 51% or more shareholding of the company or its subsidiary or affiliate company owning REGS or part thereof in terms of Regulation 15.2, may after COD of such part, apply to the Nodal Agency for transfer of Connectivity. The Nodal Agency shall issue revised grant of Connectivity on submission of applicable Conn-BG2 and Conn-BG3 by such person. The original grantee may substitute its Conn-BG2 and Conn-BG3 with revised Conn-BG2 and Conn-BG3, to be intimated by CTU. On issue of revised grant of Connectivity, such person shall enter into a fresh Connectivity Agreement and be responsible for compliance with all applicable regulations.</p>
16.1	<p>16.1. Conn-BG1 shall be returned within 30 days of declaration of commercial operation of full capacity by the Connectivity grantee.</p> <p>16.2. Conn-BG2 and Conn-BG3 shall be returned in five equal parts over five years corresponding to the generation capacity which has been declared under commercial operation by the Connectivity grantee.</p> <p>16.3. In case of non-payment of transmission charges under Regulation 13 of the Sharing Regulations for more than 3</p>	<p>To be Amended as:</p> <p>16.1. Upon the declaration of commercial operation for the full installed capacity by the connectivity grantee/ Connectivity effectiveness of Bulk Consumers & Distribution Licensee seeking GNA, the Conn-BG shall be returned within a period of 02 months thereafter.</p> <p>In case of any delay in Commercial operation from its earlier stated SCOD/revised SCOD as approved by Competent Authority/ Connectivity effectiveness of Bulk Consumers & Distribution Licensee seeking GNA, the connectivity grantee shall be liable to pay an amount</p>

Key Observations on Draft GNA Regulations

<p>months from the due date, such transmission charges shall be recovered by encashing Conn-BG1(if subsisting), Conn-BG2 and Conn-BG3, as required. Connectivity shall be revoked from the date when Conn-BG2 is not sufficient to cover transmission charges under Regulation 13 of the Sharing Regulations.</p> <p>16.4. The proceeds of encashed Conn-BG1, Conn-BG2 and Conn-BG3 in terms of Regulation 16.3, shall be adjusted in Monthly Transmission charges under the Sharing Regulations.</p>	<p>of Rs 7500/ MW /week or part thereof subject to the Upper Cap of total Conn-BG amount.</p> <p>This amount payable on account of delay shall be deposited within 01 month of COD or six months from the SCOD (Whichever is earlier) for the delayed period failing which the amount shall be recovered from the encashment of Conn BG and balance BG amount, if any, shall be returned within 01 month of encashment.</p> <p>16.2. The proceeds of encashed Conn-BG in terms of Regulation 16.1, shall be adjusted in Monthly Transmission charges under the Sharing Regulations</p> <p>16.1. Conn-BG1 shall be returned within 30 days of declaration of commercial operation of full capacity by the Connectivity grantee.</p> <p>16.2. Conn-BG2 and Conn-BG3 shall be returned in five equal parts over five years corresponding to the generation capacity which has been declared under commercial operation by the Connectivity grantee.</p> <p>16.3. In case of non-payment of transmission charges under Regulation 13 of the Sharing Regulations for more than 3 months from the due date, such transmission charges shall be recovered by encashing Conn-BG1(if subsisting), Conn-BG2 and Conn-BG3, as required. Connectivity shall be revoked from the date when Conn-BG2 is not sufficient to cover transmission charges under Regulation 13 of the Sharing Regulations.</p> <p>16.4. The proceeds of encashed Conn-BG1, Conn-BG2 and Conn-BG3 in</p>
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Key Observations on Draft GNA Regulations

		<p>terms of Regulation 16.3, shall be adjusted in Monthly Transmission charges under the Sharing Regulations.</p> <p>Comment:</p> <p>Under the draft GNA Regulations, the Generators do not have any liability towards payment of transmission Charge except the payment of a one-time GNA Charge. Once connected, the Generators are considered deemed GNA Grantee without any liability towards payment of transmission charge and, as such, there is a remote chance of Generator relinquishing/abandoning after getting connected. Therefore, instead of holding the Bank Guarantees for five years, it is proposed that Bank Guarantees may be returned within a period of 02 months upon the declaration of commercial operation for the full installed capacity by the connectivity grantee/ Connectivity effectiveness of Bulk Consumers & Distribution Licensee seeking GNA.</p>
17.1	(ii) A buying entity connected to intra-State transmission system;	<p>Comment:</p> <p>Buying Entity to be defined</p>
18.	Deemed Grant of GNA	<p>Comment:</p> <p>Deemed GNA has been calculated in the form of Drawal for the STUs. However, and some states may also need Injection GNA. The injection and Drawal GNA need to be defined separately from system planning perspective for the STUs as the ISTS requirement for injection and drawal of power may differ.</p>
18.1	(d)GNA deemed to have been granted to STU as per clause (c) of this Regulation, shall be published by the Nodal Agency	<p>Comments:</p>

Key Observations on Draft GNA Regulations

	within 30 days of notification of these regulations, as (i) GNA within the region and (ii) GNA from outside the region, in proportion to contracts, within the region or outside the region, under Long Term Access and Medium Term Open Access obtained in terms of the Connectivity Regulations.	If the STU seek decrease in the GNA within the region and increase in GNA outside the region or vice versa, keeping the total GNA Requirement same, will the decrease in GNA involve payment of relinquishment charges?
20.	<p>Application for Grant of GNA by entities other than STU</p> <p>20.1. Entities covered under clauses (ii) and (iii) of Regulation 17.1 of these regulations, indicating bifurcation of GNA within the region and outside the region, may apply for GNA from a specified date, for a specified quantum, and for a specified period of not less than eleven months.</p> <p>20.2. Entities covered under Regulation 17.1(iv) of these regulations, may apply separately for GNA for injection into Indian grid or drawal from Indian grid, for a specified quantum, and for a specified period of not less than eleven months.</p>	<p>Comment:</p> <p>Clause for entity covered under 17(v) i.e. Transmission Licensees, need to be added.</p>
22.2.	Grant of GNA to entities other than STU	<p>Comment:</p> <p>Clause for entity covered under 17(v) i.e. Transmission Licensees, need to be added.</p>
22.2 (b) (i)	where GNA is granted on the existing system: by the end of the month subsequent to the month in which application complete in all respects has been received;	where GNA is granted on the existing system: within 40 days subsequent to the month in which application complete in all respects has been received;

Key Observations on Draft GNA Regulations

22.2 b)	<p>(ii) where <u>augmentation of transmission system</u> is required: within 180 days from the end of the month in which application complete in all respects has been received:</p> <p>Provided that the Nodal Agency shall grant GNA with start date of GNA keeping in view the timeline of augmentation of the transmission system.</p>	<p>Comment:</p> <p>It is understood that the augmentation of Transmission System will be treated as network expansion/system strengthening.</p>
22.2 (c)	<p>(i) applying GNA for injection into the Indian Grid shall comply with all requirements as applicable to entities under Regulation 4.1:</p> <p>Provided that Conn-BG1, Conn-BG2 and Conn-BG3 shall be returned in accordance with Regulation 16 of these regulations or on expiry of period of GNA, whichever is earlier;</p>	<p>(i) applying GNA for injection into the Indian Grid shall comply with all requirements as applicable to entities under Regulation 4.1:</p> <p>Provided that Conn-BG1, Conn-BG2 and Conn-BG3 shall be returned in accordance with Regulation 16 of these regulations or on expiry of period of GNA, whichever is earlier;</p>
22.2 (d)	<p>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 start 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>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 start 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 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>

Key Observations on Draft GNA Regulations

<p>23. Use of GNA by other GNA grantee(s)</p>	<p>23.1. An entity covered under Regulation 17.1 which is a GNA grantee, may authorise other entities covered under Regulation 17.1 which are GNA grantee(s), to use its GNA, in full or in part, with prior approval of the Nodal Agency, for a period not exceeding 1 (one) year at a time on mutually agreed terms and conditions:</p>	<p>To be Amended as:</p> <p>23.1. An entity covered under Regulation 17.1 which is a GNA grantee, may authorise other entities covered under Regulation 17.1 which are GNA grantee(s), to use its GNA, in full or in part, with prior approval of the Nodal Agency, for a period not exceeding 1 (one) year at a time on mutually agreed terms and conditions:</p> <p>The application for use of GNA by the other entity will be submitted to Nodal Agency thirteen months before the start date of the use of GNA.</p> <p>Comment: The time of application for use of GNA has to be coordinated with the T-GNA which can applied for any period from 1 (one) time block and up to 11 (eleven) months.</p>
<p>24.1 Relinquish ment of Connecti vity</p>	<p>24.1. Connectivity grantee may relinquish, in full or in part, the Connectivity with a notice of 30 days to the Nodal Agency. The Nodal Agency shall issue revised grant of Connectivity to such Grantee, in case the Connectivity has been relinquished in part.</p>	<p>Comment:</p> <p>Whether already connected entity can relinquish connectivity quantum? If yes, then what is the treatment for this case as no Conn BG 1, Conn BG2 , Conn BG 3 are available in this case.</p>
<p>24.2</p>	<p>For entities covered under Regulation 7.1 and where Conn-BG2 and Conn-BG3, as applicable, has been furnished as per Regulation 8.2 of these regulations, the following shall apply:</p> <p>(a) In case of relinquishment of full quantum of Connectivity, (i) subsisting Conn-BG1 shall be</p>	<p>To be Amended as:</p> <p>For entities covered under Regulation 7.1 & 7.2 and where Conn-BG2 and Conn-BG3, as applicable, has been furnished as per Regulation 8.2 & 8.3 respectively of these regulations, the following shall apply:</p>

Key Observations on Draft GNA Regulations

	<p>encashed, (ii) subsisting Conn-BG2 shall be encashed if the terminal bay(s) are already developed or construction of which has already been awarded for implementation and (iii) subsisting Conn-BG3 shall be encashed</p> <p>(b) In case of relinquishment of part quantum of Connectivity, (i) subsisting Conn-BG2 shall be encashed in proportion to the relinquished quantum of Connectivity if the terminal bay(s) are already developed or the construction of which has already been awarded for implementation and (ii) subsisting Conn-BG3 corresponding to the relinquished quantum of Connectivity shall be encashed. Conn-BG1 shall be returned in terms of Regulation 16.1 considering full capacity after excluding such relinquished quantum.</p>	<p>(a) In case of relinquishment of full quantum of Connectivity, (i) subsisting Conn-BG4 shall be encashed, (ii) subsisting Conn-BG2 shall be encashed if the terminal bay(s) are already developed or construction of which has already been awarded for implementation and (iii) subsisting Conn-BG3 shall be encashed.</p> <p>(b) In case of relinquishment of part quantum of Connectivity, (i) subsisting Conn-BG2 shall be encashed in proportion to the relinquished quantum of Connectivity if the terminal bay(s) are already developed or the construction of which has already been awarded for implementation and (ii) subsisting Conn-BG3 corresponding to the relinquished quantum of Connectivity shall be encashed. Conn-BG1 shall be returned in terms of Regulation 16.1 considering full capacity after excluding such relinquished quantum.</p>
24.3	<p>For entities covered under Regulation 7.2 and where Conn-BG2 has been furnished as per Regulation 8.3 of these regulations, the following shall apply:</p> <p>(a) In case of relinquishment of full quantum of Connectivity, subsisting Conn-BG1 shall be encashed and subsisting</p>	<p>Clause to be deleted</p>

Key Observations on Draft GNA Regulations

	<p>Conn-BG2 shall be encashed corresponding to the ATS and terminal bay(s), construction of which has already been awarded for implementation.</p> <p>(b) In case of relinquishment of part quantum of Connectivity, subsisting Conn-BG2 shall be encashed in proportion to the relinquished quantum of Connectivity corresponding to the ATS and terminal bay(s), construction of which has already been awarded for implementation. Conn-BG1 shall be returned in terms of Regulation 16.1 considering full capacity after excluding such relinquished quantum.</p>	
24.5	<p>The proceeds of encashed Conn-BG1, Conn-BG2 and Conn-BG3 in terms of Regulations 24.2 or 24.3 of these regulations, shall be used for reducing Monthly Transmission Charges under the Sharing Regulations.</p>	<p>The proceeds of encashed Conn-BG1, Conn-BG2 and Conn-BG3 in terms of Regulations 24.2 or 24.3 of these regulations, shall be used for reducing Monthly Transmission Charges under the Sharing Regulations.</p>
25.1	<p>(a) For an entity covered under clause (i) of Regulation 17.1 of these regulations, STU may relinquish GNA on behalf of identified intra-State entity. The relinquishment charges shall be equal to 60 times the transmission charges paid by such intra-State entity for the last billing month under the Sharing Regulations, corresponding to the relinquished quantum.</p>	<p>Comment:</p> <p>It is understood that the proviso pertaining to the relinquishment charges being equal to the number of balance months, in case the period of GNA is less than 60 months is applicable for STUs at (a) above also.</p>

Key Observations on Draft GNA Regulations

	<p>(b) For an entity covered under clauses (ii) to (iv) of Regulation 17.1 of these regulations, the relinquishment charges shall be equal to 60 times, the transmission charges paid by such entity for the last month under the Sharing regulations, corresponding to the relinquished quantum.</p> <p>Provided that, if the balance period of GNA is less than 60 months, the relinquishment charges shall be equal to the number of balance months times the transmission charges paid by such entity for the last month under the Sharing Regulations, corresponding to the relinquished quantum.</p>	
25.2	<p>In case an intra-State entity including a distribution licensee having GNA covered under clause (i) of Regulation 17.1, substitutes GNA with GNA under clause (ii) of Regulation 17.1, GNA for such intra-State entity shall be reduced from the total GNA of STU as held under clause (c) of Regulation 22.1, for the quantum so substituted and for such substituted period.</p>	<p>In case an intra-State entity including a distribution licensee having GNA covered under clause (i) of Regulation 17.1, substitutes GNA with same GNA quantum under clause (ii) of Regulation 17.1, GNA for such intra-State entity shall be reduced from the total GNA of STU as held under clause (c) of Regulation 22.1, for the quantum so substituted and for such substituted period. However, in such case, no relinquishment charges will be applicable.</p>
37.2 (d)	<p>In case, the entity exercises the option to convert the Connectivity granted under the Connectivity Regulations</p>	<p>To be Amended as:</p>

Key Observations on Draft GNA 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- BG 4, 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.
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	To be Amended as: Conn-BG 4, Conn-BG2 and Conn-BG3 shall be furnished by the entity within two (2) months of intimation under clause (d) of this Regulation
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.	To be Amended as: On furnishing of Conn-BG 4, 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.
37.2(h)	In case the entity fails to furnish Conn-BG1, Conn-BG2 and Conn- BG3 as intimated by the Nodal Agency in terms of clause (d) of this Regulation,.....	To be Amended as: In case the entity fails to furnish Conn-BG 4, Conn-BG2 and Conn-BG3 as intimated by the Nodal Agency in terms of clause (d) of this Regulation,.....
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	To be Amended as: 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

Key Observations on Draft GNA Regulations

	<p>Rs. 50 lakhs and Conn-BG3 @ Rs. 2 lakh/MW corresponding to such Long term Access quantum within two (2) months of exercising such option. In case any Conn- BG1 & Conn- BG2 has been furnished under the Connectivity Regulations, the same shall be treated as Conn- BG1 & 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.</p>	<p>Conn-BG 4 for Rs. 50 lakhs and Conn-BG3 @ Rs. 2 lakh/MW corresponding to such Long term Access quantum within two (2) months of exercising such option. In case any Conn- BG1 & Conn- BG2 has been furnished under the Connectivity Regulations, the same shall be treated as Conn- BG1 & 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.</p>
37.3 (2)(e)	<p>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.</p>	<p>To be Amended as: On furnishing of Conn-BG 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.</p>
37.3 (2)(f)	<p>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</p>	<p>To be Amended as: In case the entity fails to furnish Conn- BG 4 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</p>

Key Observations on Draft GNA Regulations

<p>37.3 (3) (c)</p>	<p>c) In case the Long term Access is surrendered in terms of option(ii) of clause (a) or clause (b) of this Regulation, the Construction Bank Guarantee furnished under Connectivity Regulations shall be encashed to the extent of estimated cost of ATS has been awarded for implementation, subject to capping of the bank guarantee already furnished and balance, if any, shall be returned. The quantum of Connectivity granted under the Connectivity Regulations for such quantum of Long term Access which has been surrendered shall be treated as per clause (1) of this regulation.</p>	<p>To be Amended as:</p> <p>c) In case the Long term Access is surrendered in terms of option(ii) of clause (a) or clause (b) of this Regulation, the Construction Bank Guarantee furnished under Connectivity Regulations shall be encashed to the extent of estimated cost of ATS system augmentation has been awarded for implementation, subject to capping of the bank guarantee already furnished and balance, if any, shall be returned. The quantum of Connectivity granted under the Connectivity Regulations for such quantum of Long term Access which has been surrendered shall be treated as per clause (1) of this regulation.</p>
<p>37.3 (3)(d)</p>	<p>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.</p> <p>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)</p>	<p>To be Amended as:</p> <p>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-BG 1 for Rs 50 lakhs and balance as Conn-BG2 under these regulations. subject to the Cap of Rs. 2 lakh/MW corresponding to Long term access quantum. In such case, the excess amount of Construction Bank Guarantee shall be returned. In case any Conn- BG1 & Conn-BG2 has been furnished under Connectivity Regulations, the same shall be adjusted in Conn-BG.</p> <p>In case no construction bank guarantee has been furnished pursuant to</p>

Key Observations on Draft GNA Regulations

	<p>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.</p>	<p>signing of PPA and PSA, it shall furnish Conn-BG 4 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- BG1 & Conn-BG2 has been furnished under Connectivity Regulations, the same shall be treated Conn-BG shall be submitted after adjusting amount of Conn- BG1 & 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.</p>
37.3 (3) (e)	<p>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 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.</p>	<p>To be Amended as: On conversion of Construction bank guarantee as Conn-BG 4 and Conn-BG2 or furnishing of Conn-BG1 and Conn-BG3 in terms of clause (d) of this Regulation, as 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.</p>
37.3 (3)	<p>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</p>	<p>To be Amended as: In case the entity fails to furnish Conn-BG4 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</p>

Key Observations on Draft GNA Regulations

37.4(d)	d) In case, the entity exercises the option (i) of clause (a) of this Regulation to convert the Medium-term open Access granted under the Connectivity Regulations as GNA under these regulations, it shall furnish Conn-BG3 @ Rs. 2 lakh/MW corresponding to such MTOA quantum within two (2) months of exercising option (i) under clause (a) of this Regulation, which shall be returned after completion of the term of MTOA. In case such entity has furnished any bank guarantee for MTOA, the same shall be adjusted. Such MTOA shall be treated as GNA deemed to have been granted under these regulations till expiry of the of MTOA.	<p>To be Amended as:</p> <p>d) In case, the entity exercises the option (i) of clause (a) of this Regulation to convert the Medium-term open Access granted under the Connectivity Regulations as GNA under these regulations, it shall furnish Conn-BG @ Rs. 2 lakh/MW corresponding to such MTOA quantum within two (2) months of exercising option (i) under clause (a) of this Regulation, which shall be returned after completion of the term of MTOA. In case such entity has furnished any bank guarantee for MTOA, the same shall be adjusted. Such MTOA shall be treated as GNA deemed to have been granted under these regulations till expiry of the of MTOA.</p>
37.4(e)	On furnishing of Conn-BG3 under clause (d) of this Regulation, Medium term open 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.	<p>To be Amended as:</p> <p>On furnishing of Conn-BG under clause (d) of this Regulation, Medium term open 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.</p>
37.4(f)	In case the entity fails to furnish Conn-BG3 in terms of clause (d) of this Regulation, the MTOA granted to the entity under the Connectivity Regulations shall be considered as surrendered in terms of clause (b) of this Regulation	<p>To be Amended as:</p> <p>In case the entity fails to furnish Conn-BG in terms of clause (d) of this Regulation, the MTOA granted to the entity under the Connectivity Regulations shall be considered as surrendered in terms of clause (b) of this Regulation</p>

Key Observations on Draft GNA Regulations

<p>37.6 (1)(a)</p>	<p>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.</p> <p>Provided that in case connectivity is relinquished in terms of Regulation 24.1 of these regulations, subsisting Conn-BG3 shall be encashed....</p>	<p>To be Amended as:</p> <p>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.</p> <p>Provided that in case connectivity is relinquished in terms of Regulation 24.1 of these regulations, subsisting Conn-BG shall be encashed.</p>
<p>37.6 (1)(b)</p>	<p>In case ATS is required for granting such additional GNA, the application shall be processed in accordance with Regulation 8.3 of these regulations. Such additional GNA shall be granted on furnishing of Conn-BG2. The Conn-BG1 shall be returned within 30 days of declaration of commercial operation of capacity for which additional GNA has been granted. Conn-BG2 shall be returned in five equal parts over five years starting from the year when such GNA becomes effective or in accordance with Regulation 16.2 of these regulations, whichever is later.</p> <p>Provided that in case connectivity is relinquished in terms of Regulation 24.1, subsisting Conn-BG2 shall be encashed in</p>	<p>To be Amended as:</p> <p>In case ATS Network Expansion is required for granting such additional GNA, the application shall be processed in accordance with Regulation 8.3 of these regulations. Such additional GNA shall be granted on furnishing of Conn-BG2. The Conn-BG1 shall be returned within 30 days of declaration of commercial operation of capacity for which additional GNA has been granted. Conn-BG2 shall be returned in five equal parts over five years starting from the year when such GNA becomes effective or in accordance with Regulation 16.2 of these regulations, whichever is later.</p> <p>Provided that in case connectivity is relinquished in terms of Regulation 24.1, subsisting Conn-BG2 shall be encashed in terms of Regulation 24.2 of these regulations.</p>

Key Observations on Draft GNA Regulations

	terms of Regulation 24.2 of these regulations.	
37.6 (2)	<p>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.</p> <p>Provided that in case Connectivity is relinquished in terms of Regulation 24.1 of these regulations, subsisting Conn-BG3 shall be encashed.</p>	<p>To be Amended as:</p> <p>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-BG shall be submitted after adjusting amount of Conn- BG1 & as Conn-BG2 under Connectivity regulations. The Conn-BG shall be returned. 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.</p> <p>Provided that in case Connectivity is relinquished in terms of Regulation 24.1 of these regulations, subsisting Conn-BG3 shall be encashed.</p>
39.1.	(a) Affidavit by the applicant as referred to in Regulation 5.8;	(a) Affidavit by the applicant as referred to in Regulation 5.8;
39.1.	(f) Intimation of details under clause (b) of Regulation 8.3;	(f) Intimation of details under clause (b) of Regulation 8.3;
39.1.	(g) Format for Conn-BG1,Conn-BG2 and Conn-BG3 under Regulation 8;	(g) Format for Conn-BG 1, Conn-BG2 and Conn-BG3 under Regulation 8;
39.1.	(i) Technical connection data under Regulation 10.1;	(i) Application for Connection Details and Technical connection data under Regulation 10.1;
39.1.	(k) Connectivity Agreement under Regulation 10.7;	(k) Connectivity Agreement under Regulation 10.7;
39.1	(m)Status updation of ATS and terminal bay(s) under regulation 11.2	To be Amended as:

Key Observations on Draft GNA Regulations

		m) Status updation of ATS and terminal bay(s) Network Expansion under regulation 11.2
40.3	The fees and charges for, National Load Despatch Centre, Regional Load Despatch Centres (including the charges for Unified Load Despatch Scheme) and State Load Despatch Centres shall be payable by the GNA grantees as per the applicable Regulations.	<p>To be Amended as:</p> <p>The fees and charges for Central Transmission Utility, National Load Despatch Centre, Regional Load Despatch Centres (including the charges for Unified Load Despatch Scheme) and State Load Despatch Centres shall be payable by the GNA grantees as per the applicable Regulations.</p>