

To,
Shri Harpreet Singh Pruthi
Secretary
Central Electricity Regulatory Commission (CERC)
New Delhi

Date :- 18-09-2024

Sub.: Suggestions/Comments on Draft CERC (Connectivity and General Network Access to the inter-State Transmission System) (Third Amendment) Regulations, 2024

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 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.

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 Shashank Gupta
Sunsure Energy

Sr. No.	Regulation No.	Proposed Clause	Comments with Justification
1	<i>Request the addition of a clause w.r.t submission of surety bonds as an alternative to BGs.</i>	The applicant may submit a surety bond issued by insurance companies as alternative to BGs (CONN BG-1, CONN BG-2, CONN BG-3 & land BG)	<p>Surety bond is issued by insurance companies which are governed by IRDAI (surety Insurance Contracts) guidelines, 2022. These instruments are equivalent to bank guarantees in terms of enforceability. Ministry of finance has also allowed surety bonds for bid security and performance security.</p> <p>We understand multiple govt entities like NHAI, NTPC, MORTH, SJVN, PGCIL etc have been accepting surety bonds as security instruments already as construction contracts.</p> <p>Further, surety bonds as an alternative to BGs will help the developer community to free up their banking limits for other banking product like project loan and letter of credit etc.</p>

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1	<p>Amendment to Regulation 5.1 of the Principal Regulations</p> <p>The following proviso shall be added to Regulation 5.1 of the Principal Regulations</p> <p>“Provided also that an REGS making an application based on LOA or PPA under Regulation 5.8(xi) may apply for a grant of Connectivity for a quantum equal to the quantum of LOA or PPA, which may be less than the installed capacity.”</p>	<p>May kindly consider following changes as indicated in bold below:</p> <p>The following proviso shall be added to Regulation 5.1 of the Principal Regulations</p> <p>“Provided also that an REGS making an application based on LOA or PPA under Regulation 5.8(xi) may apply for a grant of Connectivity for a quantum equal to the quantum of installed capacity mentioned in LOA or PPA, which may be less than the installed capacity.”</p>	<p>It is proposed that renewable energy generators should be allowed to avail Connectivity corresponding to their installed capacity mentioned in the Letter of Award (LOA), rather than being limited to contracted capacity. The key reasons are:</p> <ol style="list-style-type: none"> 1. Avoidance of Unnecessary Costs: In FDRE tenders, the installed capacity is often significantly higher than the contracted capacity (up to three times). If the generator is required to obtain additional Connectivity for this excess capacity by other route such as BG, they will incur unnecessary costs, such as those related to Bank Guarantees (BG). Other than the cost, BG lines also get exhausted which may otherwise be used elsewhere. The implementation of this provision shall unnecessarily increase the cost of power. 2. Accountability of the Generator: Concerns about the seriousness of the generator are addressed by existing penalties in REIA tenders. Generators are already liable for substantial penalties if they fail to execute the project in the timeline specified for them, ensuring that only serious players proceed. 3. It has been noted that certain RE generators have expressed concerns

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			<p>that substations may be entirely blocked by complex tender winners if Connectivity is granted based on the installed capacity mentioned in the LOA. While these concerns are valid, it is important to consider the following:</p> <ul style="list-style-type: none"> • Tender Winners Will Secure Connectivity Regardless: The fact remains that the winners of such tenders will secure Connectivity to meet their obligations, whether it is based on the installed capacity in the LOA or through other means, such as by providing Bank Guarantees (BG) or acquiring land. Restricting them from using the LOA to avail Connectivity will not prevent them from accessing it by other avenues
2	<p>Amendment to Regulation 5.5 of the Principal Regulations:</p> <p><i>The following proviso shall be added to Regulation 5.5 of the Principal Regulations.</i></p> <p><i>Provided that Renewable Power Park Developer which is authorized for a quantum of more than 500 MW, shall be eligible to apply for a grant of Connectivity in phases where in the first phase the application for Connectivity shall not be less than 500 MW, and the application for balance authorized</i></p>	<p>May kindly consider following changes as indicated in bold below:</p> <p><i>The following proviso shall be added to Regulation 5.5 of the Principal Regulations.</i></p> <p><i>Provided that Renewable Power Park Developer which is authorized for a quantum of more than 500 MW, shall be eligible to apply for a grant of Connectivity in phases where in the first phase the application for Connectivity shall not be less than 500 250 MW, and the application for balance authorized quantum shall be in phases, subject to a minimum quantum of 50 MW in each phase</i></p>	<p>The minimum capacity requirement of 500 MW in the first phase for application of connectivity is not reasonable and hence may be amended to 250 MW.</p> <p>For example, as per the proposed amendment, a RPPD who is authorised for a capacity of 1 GW who wishes to develop the project in 4 phases of 250 MW each will not be able to apply for connectivity for the development of the first phase.</p>

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	<i>quantum shall be in phases, subject to a minimum quantum of 50 MW in each phase.</i>		
3	<p>Amendment to Regulation 5.8 of the Principal Regulations:</p> <p><i>(a) (i) In case of REGS other than RHGS and RHGS located in a single place, for an application based on such LOA or PPA, an applicant shall be eligible to apply for Connectivity up to the installed capacity provided in the LOA or PPA. The connectivity under clause (a) of this Regulation shall be limited to the LOA or PPA quantum. For balance capacity, if any, the applicant shall be eligible to seek additional Connectivity based on sub-clauses (b) to (c) of this Clause;.</i></p> <p><i>(ii) In case of Applicant being multi-located REGS, where LOA or PPA provides location and installed capacity at each location, the applicant shall be eligible to seek the Connectivity up to the Installed capacity at each location provided in the LOA or PPA. In case the installed capacity is higher than the LOA or PPA quantum, the connectivity under clause (a) of this Regulation at each location shall be limited to the LOA or PPA quantum. For balance capacity, if any, the applicant shall be eligible to</i></p>	<p>May kindly consider following changes as indicated below:</p> <p><i>(a) (i) In case of REGS other than RHGS and RHGS located in a single place, for an application based on such LOA or PPA, an applicant shall be eligible to apply for Connectivity up to the installed capacity provided in the LOA or PPA. The connectivity under clause (a) of this Regulation shall be limited to the LOA or PPA quantum. For balance capacity, if any, the applicant shall be eligible to seek additional Connectivity based on sub-clauses (b) to (c) of this Clause;.</i></p> <p><i>(ii) In case of Applicant being multi-located REGS, where LOA or PPA provides location and installed capacity at each location, the applicant shall be eligible to seek the Connectivity up to the Installed capacity at each location provided in the LOA or PPA. In case the installed capacity is higher than the LOA or PPA quantum, the connectivity under clause (a) of this Regulation at each location shall be limited to the LOA or PPA quantum. For balance capacity, if any, the applicant shall be eligible to seek additional Connectivity based on sub-clauses (b) or (c) of this Clause.</i></p>	<p>It is proposed that renewable energy generators should be allowed to avail Connectivity corresponding to their installed capacity mentioned in the Letter of Award (LOA), rather than being limited to contracted capacity. The key reasons are:</p> <ol style="list-style-type: none"> Avoidance of Unnecessary Costs: In FDRE tenders, the installed capacity is often significantly higher than the contracted capacity (up to three times). If the generator is required to obtain additional Connectivity for this excess capacity by other route such as BG, they will incur unnecessary costs, such as those related to Bank Guarantees (BG). Other than the cost, BG lines also get exhausted which may otherwise be used elsewhere. The implementation of this provision shall unnecessarily increase the cost of power. Accountability of the Generator: Concerns about the seriousness of the generator are addressed by existing penalties in REIA tenders. Generators are already liable for substantial penalties if they fail to execute the project in the timeline specified for them, ensuring that only serious players proceed.

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	<p><i>seek additional Connectivity based on sub-clauses (b) or (c) of this Clause.</i></p>		<p>3. It has been noted that certain RE generators have expressed concerns that substations may be entirely blocked by complex tender winners if Connectivity is granted based on the installed capacity mentioned in the LOA. While these concerns are valid, it is important to consider the following:</p> <ul style="list-style-type: none"> • Tender Winners Will Secure Connectivity Regardless: The fact remains that the winners of such tenders will secure Connectivity to meet their obligations, whether it is based on the installed capacity in the LOA or through other means, such as by providing Bank Guarantees (BG) or acquiring land. Restricting them from using the LOA to avail Connectivity will not prevent them from accessing it by other avenues
4	<p>New Regulation 5.10</p> <p>Applicants covered under Clause (vii) of Regulation 5.8 of these regulations or subclauses (b) to (c) of Clause (xi) of Regulation 5.8 of these regulations may implement its project at a land parcel different (partly or fully) than as submitted while seeking Connectivity, under intimation to the Nodal Agency, with no change in the point of Connectivity with ISTS and the start date of Connectivity due to such implementation of project at a different land parcel.</p>	<p>May kindly consider following addition as indicated in bold below:</p> <p>Applicants covered under Clause (vii) of Regulation 5.8 of these regulations or subclauses (b) to (c) of Clause (xi) of Regulation 5.8 of these regulations may implement its project at a land parcel different (partly or fully) than as submitted while seeking Connectivity, under intimation to the Nodal Agency, with no change in the point of Connectivity with ISTS and the start date of Connectivity due to such implementation of project at a different land parcel.</p> <p>For applicants covered under subclause (b) of clause (vii) or subclause (b) of clause (xi) of regulation 5.8 of these regulations, the following shall apply:</p>	<p>When a generator changes its land parcel for project implementation, the previously used land for application remains unutilized unless fresh applications for Connectivity are permitted over that land. This could lead to inefficient land use and missed opportunities for other projects. Allowing fresh Connectivity applications over the previous land parcel will ensure that valuable land resources are not wasted and can be effectively utilized for future projects.</p> <p>Further, an acknowledgement of change in land location is required from CTU in order to</p>

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		<ol style="list-style-type: none"> 1. The applicant must provide details of the land that is no longer being used for project implementation due to a change in land location. 2. The Central Transmission Utility (CTU) shall permit the use of the previously allocated project land for a new Connectivity application. 3. Additionally, the CTU shall provide the generator with an acknowledgment regarding the change in land location. 	<p>seek relevant changes in other associated approvals like Sec 68.</p>
	<p>Regulation 9.3 <i>The Applicants who have been issued an in-principle grant of Connectivity or final grant of Connectivity to ISTS, for the generation projects based on particular renewable energy source(s) (with or without ESS) may, for the same connectivity quantum, change to another renewable energy source(s) (with or without ESS) or ESS in part or full, by making an application to the Nodal Agency for approval for such change within 18 months from the in-principal grant of Connectivity. The Nodal Agency may carry out system studies, as required, and approve or reject the change in energy source within 30 days of application by the Applicant. On approval of such change of renewable source(s), the entity shall submit the technical data for changed renewable energy source(s), and CTU shall incorporate the necessary change in connectivity agreement, if already signed</i></p>	<p>May kindly consider following addition as indicated in bold below</p> <p>The Applicants who have been issued an in-principle grant of Connectivity or final grant of Connectivity to ISTS, for the generation projects based on particular renewable energy source(s) (with or without ESS) may, for the same connectivity quantum, change to another renewable energy source(s) (with or without ESS) or ESS in part or full, by making an application to the Nodal Agency for approval for such change within 18 months from the in-principal grant of Connectivity. The Nodal Agency may carry out system studies, as required, and approve or reject the change in energy source within 30 days of application by the Applicant.</p> <p><u>Provided, any difficulty arises upon approving such request, Nodal Agency shall inform applicant in writing. Applicant will be given 7 working days to revert/rectify such difficulty. In case applicant fails to remove difficulties then application get rejected</u></p> <p>On approval of such change of renewable source(s), the entity shall submit the technical data for changed renewable energy source(s), and CTU shall incorporate the necessary change in connectivity agreement, if already signed</p>	<p>Hon'ble Commission is requested to provide a fair chance to applicant before rejection</p>

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	<p>Amendment proposed in Clause 11A (4) <i>“(4) An entity, which has applied for Connectivity under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 and has been issued final grant of Connectivity, is issued LOA or enters into a PPA, as eligible under Clause (xi)(a) of the Regulation 5.8, either for part capacity or full capacity, may apply to CTU for conversion of its Connectivity under Clause (xi)(b) or Clause (xi)(c) of the Regulation 5.8 to Clause (xi)(a) of the Regulation 5.8, subject following:</i></p>	<p>May kindly consider following addition as indicated in bold below: <i>“(4) An entity, which has applied for Connectivity under Clause (xi)(b) or Clause (xi)(c) of Regulation 5.8 and has been issued in-principle grant of Connectivity or final grant of Connectivity, is issued LOA or enters into a PPA, as eligible under Clause (xi)(a) of the Regulation 5.8, either for part capacity or full capacity, may apply to CTU upto 18 months prior to Effective Date of GNA for conversion of its Connectivity under Clause (xi)(b) or Clause (xi)(c) of the Regulation 5.8 to Clause (xi)(a) of the Regulation 5.8, subject following:</i></p>	<p>The difference between final grant and in principal grant of Connectivity is mainly that the start date of Connectivity is provided in final grant of Connectivity.</p> <p>In principle grant of Connectivity has equal sanctity as final grant.</p> <p>Therefore, the commission should not differentiate between in-principle grant and final grant.</p>
4	<p>Sub-clause (d)(i) to Clause 4 of Regulation 11 A <i>The application for conversion of Connectivity shall be accompanied by a non-refundable conversion fee of Rs 50,000/MW for the capacity to be converted. Such fees are payable for each such conversion sought by the entity.</i></p>	<p>We request the commission to Remove sub-clause (d)(i) to Clause 4 of Regulation 11A</p>	<p>Since the developers are paying all the necessary BGs as stipulated by CTUIL for securing the connectivity, the requirement for paying the conversion fee is an additional financial burden on the developer and hence may be removed.</p>
5	<p>Amendment proposed in Clause 11A (4) (e) <i>The Applicant shall not be eligible to seek another Connectivity using the same land documents based on which the Connectivity was sought under Clause (xi)(b) of the Regulation 5.8 and has been converted to Clause (xi)(a) of the Regulation 5.8.”</i></p>	<p>May kindly consider following addition as indicated in bold below: <i>The Applicant shall not be eligible to seek another Connectivity using the same land documents based on which the Connectivity was sought under Clause (xi)(b) of the Regulation 5.8 and has been converted to Clause (xi)(a) of the Regulation 5.8. However, the use of previous land in another Connectivity application shall be permitted if the RE generator has adopted for change in land as per Regulation 5.10”</i></p>	<p>If a land-based Connectivity is converted to LOA-based Connectivity and the generator subsequently changes the land location as per Regulation 5.10, the previous land will remain unused if it is not allowed to be used for new Connectivity applications to the Central Transmission Utility (CTU). This results in a clear wastage of renewable resources and land.</p>
6	<p>New Regulation may be added in Regulation 11 (A) (4) (f)</p>	<ul style="list-style-type: none"> <u>In case of part/full conversion under Clause (xi)(c) to Clause (xi)(a) of Regulation 5.8, proportionate Land</u> 	<p>Hon’ble Commission is requested to add new provision related to refund of BG for</p>

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		<u>BGs submitted to be returned within 15 days of such request for conversion.</u>	conversion from land BG route to LoA route.
7	New Regulation may be added in Regulation 11 (A) (4) (g)	Additional clause (4) (f) may be added as follows: <i>(f) In such conversion and re-conversion, the point of interconnection to the ISTS cannot be changed</i>	The addition is requested to make the provision abundantly clear and proofing it against any possible misuse.
	<p>Proposed New Regulation 11C (1)(b) <i>(b) An entity that has been issued a final grant of Connectivity at an ISTS substation located in the Complex of ISTS substations may seek reallocation of its Connectivity for another ISTS substation within the same ISTS complex where a bay has fallen vacant. Such reallocation shall be subject to commercial liabilities as per the Sharing Regulations 2020: Provided that an entity shall not be eligible for reallocation of Connectivity after a period of 18 months of issuance of an in-principle grant of Connectivity or 12 months of issuance of a final grant of Connectivity, whichever is earlier.</i> <i>Provided further that an entity which had already exercised the option of reallocation and is once reallocated shall not be eligible for subsequent reallocation of Connectivity.</i></p> <p>As well as Proposed New regulation 11C(1)(c)(ii) <i>ii. Applicants who have been issued a final grant of Connectivity in terms of these Regulations, as per the date and time stamp</i></p>	<p>May kindly consider following addition as indicated in bold below for New Regulation 11C(1)(b):</p> <p><i>(b) An entity that has been issued in-principle grant of Connectivity or a final grant of Connectivity at an ISTS substation located in the Complex of ISTS substations may seek reallocation of its Connectivity for another ISTS substation within the same ISTS complex where a bay has fallen vacant. Such reallocation shall be subject to commercial liabilities as per the Sharing Regulations 2020: Provided that an entity shall not be eligible for reallocation of Connectivity after a period of 18 months of issuance of an in-principle grant of Connectivity or 12 months of issuance of a final grant of Connectivity, whichever is later; Provided further that an entity which had already exercised the option of reallocation and is once reallocated shall not be eligible for subsequent reallocation of Connectivity.</i></p> <p>May kindly consider following addition as indicated in bold below for New Regulation 11C(1)(c)(ii):</p> <p><i>ii. Applicants who have been issued in-principle grant of Connectivity or a final grant of Connectivity in terms of these</i></p>	<p>The difference between final grant and in principal grant of Connectivity is mainly that the start date of Connectivity is provided in final grant of Connectivity.</p> <p>In principle grant of Connectivity has equal sanctity as final grant.</p> <p>Therefore, the commission should not differentiate between in-principle grant and final grant</p>

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	<i>of the application made under these regulations</i>	<i>Regulations, as per the date and time stamp of the application made under these regulations.</i>	
9	<p>Clause 11 C (d) The terminal bay at the ISTS substation falling vacant due to shifting out of a grantee (Grantee 'X') to another ISTS substation in the complex of ISTS substations, if opted to be utilised by another grantee (Grantee 'Y') where the start date of Connectivity of 'Y' is later than that of 'X,' then the liability to pay the charges for the ATS/terminal bay shall remain with 'X' for such intervening period. The start date of connectivity for an entity that has been reallocated shall not change pursuant to the reallocation exercise. However, the entity that has been reallocated may seek the advancement of the start date, which shall be subject to the availability of a transmission system.</p>	We request the commission to kindly remove the clause 11C (d) from the regulation.	<p>Following are the reasons:</p> <ol style="list-style-type: none"> 1. Avoid double liability: Requiring Grantee 'X' to continue paying charges after vacating the terminal bay could lead to double liability, especially if Grantee 'X' has already assumed new financial obligations for the ATS/terminal bay at their new ISTS substation. This would create an undue financial burden on Grantee 'X', despite them no longer using the original substation. 2. No Incremental Underutilization of the System: There is no incremental underutilization of the overall system. If X's bay is getting underutilized due to later start date of Y. X is also getting shifted on the bay which would have been underutilized in case X was not shifted there 3. Termination of Connectivity Obligations: Once Grantee 'X' has shifted to another ISTS substation, they should no longer bear the financial burden of the terminal bay and ATS charges associated with the original substation. Since Grantee 'X' is no longer utilizing the terminal bay, their obligation to pay should be terminated upon vacating the bay.

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10	<p>Proposed modification in Clause 15.3</p> <p><i>“15.3 Any entity which acquires or holds 51% or more shareholding of the Company or its subsidiary owning the REGS, may, after COD of full capacity or such split part in terms of Regulation 15.2 of these regulations, apply to the Nodal Agency for transfer of Connectivity for the full capacity or the spilt capacity, as the case may be. The Nodal Agency shall issue a revised grant of Connectivity on submission of applicable Conn-BG2 and Conn-BG3 by such entity. The original grantee may substitute its Conn-BG2 and Conn-BG3 with revised Conn-BG2 and Conn-BG3, to be intimated by CTU. On the issue of a revised grant of Connectivity, such entity shall enter into a fresh Connectivity Agreement and be responsible for compliance with all applicable regulations:”</i></p>	<p><i>“15.3 Any entity, (a) which acquires/holds 51% or more shareholding of the company or (b) its subsidiary or (c) its affiliate (subsidiary to subsidiary with common parent company) (d) Group company (having majority shareholding held by the same company) owning REGS, may, after COD of full capacity or such split part in terms of Regulation 15.2 of these regulations, apply to the Nodal Agency for transfer of Connectivity for the full capacity or the spilt capacity, as the case may be. The Nodal Agency shall issue a revised grant of Connectivity on submission of applicable Conn-BG2 and Conn-BG3 by such entity. The original grantee may substitute its Conn-BG2 and Conn-BG3 with revised Conn-BG2 and Conn-BG3, to be intimated by CTU. On the issue of a revised grant of Connectivity, such entity shall enter into a fresh Connectivity Agreement and be responsible for compliance with all applicable regulations:”</i></p>	<p>(a) The provision for transfer of Connectivity to affiliate companies is existing provision in the Principle Regulations.</p> <p>(b) Further, in allowing the transfer of connectivity between affiliate companies/ group companies, the risk of squatting or possible premium selling of connectivity is non-existent as the management control of affiliate companies rests with a common management/ group which does not have any financial incentive for transfer – they seek transfer only in support of ease of doing business.</p> <p>(c) For instance, developers often acquire companies that already hold SNA (State Nodal Agency) and other statutory approvals in their names and then developers execute project in those companies as the approval are not transferrable. Allowing the transfer of Connectivity from the original applicant to affiliate or group companies would significantly enhance the ease of doing business.</p>
11	<p>Suggested New proviso to Clause 15.1 after first proviso</p> <p><i>15.1 A Connectivity grantee shall not transfer, assign or pledge its Connectivity and the</i></p>	<p>Request addition of new proviso in Clause 15.1 as below:</p> <p><i>15.1 A Connectivity grantee shall not transfer, assign or pledge its Connectivity and the associated rights and obligations, either in full</i></p>	<p>Rationale: -</p> <p>For instance, developers often acquire companies that already hold SNA (State Nodal Agency) and other statutory approvals in their</p>

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	<p><i>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.,</i></p> <p><i>Provided that Connectivity granted to a parent company may be utilised by its subsidiary companies and Connectivity granted to a subsidiary may be utilised by its parent company.</i></p>	<p><i>or in parts, to any person except as provided under Regulations 15.2 and 15.3 of these regulations.,</i></p> <p><i>Provided that Connectivity granted to a parent company may be utilised by its subsidiary/affiliate/group company (having majority shareholding held by the same company)</i></p> <p><i>Provided further that Connectivity granted to subsidiary/group company can be utilised by the ultimate parent company.</i></p>	<p>names and the developers execute projects in their companies. Allowing the utilisation of Connectivity from the original applicant to affiliate or group companies would significantly enhance the ease of doing business.</p>
	<p>Regulation 11 A (5)</p> <p>Where Connectivity has been granted to the Parent Company and the Project is being executed by the subsidiary company(ies), the conditions subsequent to the grant of Connectivity required to be fulfilled under Regulation 11A may be met by the subsidiary Company(ies) implementing the project. Similarly, in the case of Connectivity granted to the subsidiary company(ies), where the project is being implemented by the Parent company, the conditions subsequent to the grant of Connectivity required to be completed under Regulation 11A may be met by the Parent Company implementing the project. All the responsibilities under these regulations shall continue to be with the Connectivity grantee, and the documents furnished under Regulation 11A shall be accompanied by due authorization of the Connectivity grantee.</p>	<p>Where Connectivity has been granted to the Parent Company/Applicant and the Project is being executed by the subsidiary company(ies)/Affiliate/Group companies (having majority shareholding held by the parent company), the conditions subsequent to the grant of Connectivity required to be fulfilled under Regulation 11A may be met by the subsidiary /Affiliate/Group companies implementing the project. Similarly, in the case of Connectivity granted to the subsidiary company(ies)/Group company, where the project is being implemented by the Parent company/Ultimate parent company, the conditions subsequent to the grant of Connectivity required to be completed under Regulation 11A may be met by the Parent Company/Ultimate parent company implementing the project. All the responsibilities under these regulations shall continue to be with the Connectivity grantee, and the documents furnished under Regulation 11A shall be accompanied by due authorization of the Connectivity grantee.</p>	<p>Rationale: -</p> <p>For instance, developers often acquire companies that already hold SNA (State Nodal Agency) and other statutory approvals in their names and the developers execute projects in their companies. Allowing the utilisation of Connectivity from the original applicant to affiliate or group companies would significantly enhance the ease of doing business.</p>

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	<p>Regulation 16.2 <i>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.</i> <i>Provided that in case of declaration of commercial operation of part capacity by the Connectivity grantee in a financial year, total quantum of such capacity declared under commercial operation within a financial year shall be considered while returning the ConnBG2 and Conn-BG3 at the end of the financial year.</i></p>	<p>Conn - BG2 and Conn - BG3 shall be returned within 60 days from the date of SCOD of the project.</p>	<p>Retaining Bank Guarantees (BGs) for a period of five years would significantly constrain developers' access to substantial financial resources. Consequently, developers would be compelled to deplete their existing bank limits in order to secure funding for future projects. Considering the aggressive bidding strategy outlined by the Central Government to meet the nation's climate targets, it is imperative that developers have unimpeded access to the necessary capital to advance the RE projects in the country.</p> <p>The unnecessary retention of BGs would, therefore, have severe implications for the timely commissioning of renewable energy (RE) projects. This delay could hinder the achievement of the country's climate goals. To avoid such detrimental outcomes, it is requested that the Bank Guarantees be returned within 60 days from the date of the declaration of commercial operation.</p>
25	<p>Additional provisions proposed under Regulation 26.2</p> <p><i>"Provided that the entity covered under clause (ii) of Regulation 26.1(a) may seek T-GNA maximum up to 30% of the GNA granted."</i></p>	<p>Request additional provisos as indicated in bold text below</p> <p><i>Provided that the entity covered under clause (ii) of Regulation 26.1(a) may seek T-GNA maximum up to 30% of the GNA granted.</i></p> <p><i>Provided further that till such time the GNA granted is operationalised, the entity may take any amount of T-GNA</i></p> <p><i>Provided further that where the entity has captive generating plant within its premises, would be allowed to take T-GNA of any</i></p>	<p>Bulk Consumers are allowed under section 26.1(a) of the GNA regulations to take T-GNA. However, any restriction of 30% would adversely impact their open access drawl when GNA is not operationalised. No restriction on quantum of T-GNA should apply till GNA is not operationalised. Further, many Bulk Consumers have captive generating plants within their premise. They take GNA only for open access capacity to optimise energy procurement cost or meet green</p>

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		<i>amount irrespective of quantum of GNA granted in case of shutdown of captive generation plant."</i>	<p>energy. In case their captive thermal plant ends up in forced outage it would be required to schedule substantial power through T-GNA (higher than 30% of GNA) to avoid factory closure.</p> <p>Hence, the amendments suggested.</p>