

Draft Detailed Procedure for Connectivity and GNA for Cross Border Trade of Electricity

formulated in terms of

Regulation 33A of the Central Electricity Regulatory Commission (Cross Border Trade of Electricity) Regulations, 2019

(for stakeholder consultation)


23rd June 2026

PUBLIC NOTICE

Subject: Draft Detailed Procedure for Connectivity and GNA for Cross Border Trade of Electricity formulated in terms of Regulation 33A of the Central Electricity Regulatory Commission (Cross Border Trade of Electricity) Regulations, 2019

1. As per the mandate of Regulation (33-A); CTU has prepared the Draft Detailed Procedure for Connectivity and GNA for Cross Border Trade of Electricity. The same is available on CTU website, www.ctuil.in [under the tab – **Regulatory Section** as well as under the rolling ticker for **Updates**].
2. Notice is hereby given inviting comments/suggestions/objections from the stakeholders and interested persons on the provisions of above draft Regulation.
3. The comments/ suggestions/ objections may be sent to the office of COO (CTUIL) at **Floors No. 5th-10th, IRCON International Tower, Tower 1, Plot No. 16, Institutional Area, Sector 32, Gurugram, Haryana 122003** or may be e-mailed to CTU-AGR-BCD-REG@powergrid.in and may be copied to deepakkrishnan@powergrid.in. The Last date for submission of the comments/suggestions/objections on the aforesaid Draft Detailed Procedure shall be **8th July 2026**.
4. The comments/ suggestions/ objections received after the stipulated date may not be considered while finalizing the Detailed Procedure for submission to the Central Electricity Regulatory Commission for notification.
5. The comments/ suggestions/ objections on the aforesaid Procedure(s) may be sent individually or as part of the comments/ suggestions/ objections on the 'Draft Detailed Procedure for Connectivity and GNA for Cross Border Trade of Electricity' for early finalization of the final Procedure.

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*Detailed Procedure for
Connectivity and GNA for
Cross Border Trade of
Electricity formulated in
terms of Regulation 33A
of the Central Electricity
Regulatory Commission
(Cross Border Trade of
Electricity) Regulations,
2019*

DETAILED PROCEDURE FOR CONNECTIVITY AND GENERAL NETWORK ACCESS (GNA) FOR CROSS BORDER TRADE OF ELECTRICITY

1. Short Title and Effective Date

This Detailed procedure may be called as the “*Detailed Procedure for Connectivity and GNA for Cross Border Trade of Electricity*”.

The Detailed procedure shall come into force on such date as Central Electricity Regulatory Commission or the Central Transmission Utility (CTU) may notify.

2. Background

- i. This Detailed Procedure is issued by the Central Transmission Utility (CTU), acting as the “Nodal Agency” under Regulation 33-A of the CERC (Cross Border Trade of Electricity) Regulations, 2019 (hereinafter referred to as “CBTE Regulations”), for processing of applications for grant of Connectivity and General Network Access (GNA).
- ii. This Procedure shall be aligned with and shall give full effect to the provisions of the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 (hereinafter referred to as the “GNA Regulations”), as well as the Detailed Procedure for Connectivity and General Network Access issued by Central Transmission Utility under the GNA Regulations. The provisions contained therein shall apply *mutatis mutandis*, save and except where specific deviations or modifications have been expressly stipulated for the purpose of governing cross-border transactions under this Procedure. All Applicants shall abide by the provisions of CBTE Regulations, GNA Regulations, and respective Procedures issued under the said CERC Regulations.

3. Applicability

This Procedure shall, inter-alia, apply to the processing of applications submitted by the applicants for Grant of Connectivity and/or General Network Access

(GNA) for Cross Border Trade of Electricity, received by Central Transmission Utility (CTU) and shall also apply to any actions undertaken in accordance with the provisions of the GNA Regulations and its Procedure thereof .

4. Definitions

Words and expressions used in the present Detailed Procedure shall have the meaning assigned to them in the specific context.

Word and expressions not defined herein but defined in the Act or Regulations shall, unless the context otherwise requires, have the meanings assigned to them under the Act or Regulations, as the case may be.

Reference to any Acts, Rules and Regulations shall include amendments or consolidation or re-enactment thereof.

5. General Provisions for Application for Grant of Connectivity and GNA

In accordance with Regulation 8 of the CBTE Regulations, the grant of Connectivity merely establishes the right of an entity to interconnect with the Indian Grid. Such Connectivity, in and of itself, does not confer any legal entitlement to schedule or inject power unless the entity has obtained General Network Access or T-GNA in accordance with applicable CERC Regulations.

General Network Access provides access to the Indian Grid and enables an entity to schedule cross-border injection or drawal of power, subject to compliance with applicable CERC Regulations.

Except where specifically provided in these Regulations, the provisions of the GNA Regulations and the Detailed Procedure formulated thereunder, shall apply *mutatis mutandis* to the entities/licensees engaged in cross border trade of electricity.

6. Application for Grant of Connectivity to Indian Grid

- i. The Applicant shall fulfil the conditions of Application for Grant of Connectivity as per the provision of CBTE Regulations read with GNA Regulations.
- ii. The details/information in the application shall be supported by a duly notarized sworn-in affidavit by the applicant as per **FORMAT-AFFIDAVIT**.
- iii. The application for Grant of Connectivity shall be made online to CTU through NSWS portal in the prescribed format as per **FORMAT- CBTE-CONN-APP-1**.
- iv. In case multiple applications are submitted by a single person/organization, each application shall be supported by a separate sworn-in affidavits in original, duly notarized if the affidavit is submitted by a company registered in India otherwise as per the applicable law of the relevant country.
- v. Applicants shall pay the application fee (as applicable) along with GST online through NSWS portal at the time of submission of the application.

For making the payment, the current GST and PAN No. details of Central Transmission Utility of India Limited are as follows: GST No.- 06AAJCC2026N1ZM and PAN No.- AAJCC2026N.

- vi. In addition to the modalities/requirements specified under GNA Regulations, 2022, and the Detailed Procedure for Connectivity and GNA issued by CTU, each application shall be accompanied by the following documents as applicable:
 - a) **Approval from Designated Authority (DA)** confirming eligibility for Cross-Border Trade of Electricity or copy of Inter-Governmental Agreement (IGA).
 - b) **Copy of Board Resolution:**

All applications shall be accompanied with a Board Resolution or any other equivalent document authorizing the signatory of application/Affidavit to carry

out all activities related to Connectivity and GNA under CBTE Regulations, 2019.

c) **Affidavit in the prescribed Format.**

The applicants shall ensure that the affidavit and the applications are signed by the same authorized signatory. In case of discrepancy, the application shall be liable for rejection.

Further, each application shall be supported by an individual affidavit. If the affidavit is submitted by a company registered in India otherwise as per the applicable law of the relevant country. Affidavit for one application shall not be used for any other application except for the revised application filed against the reverted application.

d) **Proof of payment of application fee;**

Accurate application fee details shall be provided in the Application.

e) **Generation or Drawal profile, as applicable;**

f) **Approvals for dedicated transmission system** in compliance with *“Procedure for Approval and Facilitating Import/Export (Cross Border) Of Electricity By the Designated Authority.”*

g) **Application Bank Guarantee (Conn-BG1)** of ₹50 lakh in Indian Rupees per application. The Bank Guarantee shall be submitted along with the application in the format **FORMAT-CBTE-Application BG (Conn-BG1)**.

h) **Details of interconnection point and transmission system.**

i) **Details of the generating station or load**, including capacity, configuration, and commissioning schedule.

j) **Digital Signatures:**

Applicant shall have a legally valid digital signature certificate (Class 3 – SHA2 – Signing Component or higher) mapped with the name of Applicant company as per Interoperability guidelines of Controller of Certifying Authorities (CCA) of India, Ministry of Communications and Information Technology for submitting an online application or any request through the NSWS portal.

7. Submission and Processing:

- (a) Applications shall be submitted online through the NSW portal. CTU shall scrutinize applications for completeness, and eligibility in terms of the modalities and timelines prescribed under these Regulations read with CERC GNA Regulations and its Detailed Procedure thereof.
- (b) The scrutiny of Connectivity and GNA applications received in a month shall be undertaken simultaneously and all applications found to be in conformity with the requirements of eligibility and completeness shall be considered together for grant of Connectivity and GNA, as the case may be. The inter-se priority of applications shall be accorded as per the date and time of receipt of the application, wherever required.
- (c) Withdrawal of application for Connectivity under Regulation 10 of CBTE Regulations at any stage shall result in encashment of Application Bank Guarantee in line with Regulation 10 of CBTE Regulations. Applicant shall not be entitled for return of Application fee.

8. Interconnection Study for grant of Connectivity and GNA:

Interconnection study by nodal agency shall be done as per GNA Regulations, 2022 and the Detailed Procedure thereof along with the provisions under Regulation 7, 10 and 12 of CBTE Regulations, 2019.

All applications complete in all respects and eligible for grant of Connectivity and GNA in terms of the Regulations shall be considered for grant of Connectivity and GNA based on the results of interconnection studies and the deliberations with requisite stakeholders in the consultation meeting.

The objective of interconnection study for Connectivity shall be to identify the point of connection to the Indian Grid. without any rights towards transmission access (GNA or T-GNA). Further, additional interconnection study shall be undertaken for grant of GNA.

9. Grant of Connectivity to Indian Grid by the Nodal Agency

- i. Grant of Connectivity by the Nodal Agency shall be as per the Regulation 10.
- ii. The intimation for grant of connectivity to Indian Grid shall be issued as per **FORMAT-CONN-CB-INT** within 60 days from the last day of the month in which the application had been received.

10. Connectivity Agreement

- i. Within 30 days of the grant of Connectivity, applicant shall sign a Connectivity Agreement [as per format **FORMAT-CONN- CA-5(Cat-2)**] complying CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007 as per GNA Regulations, 2022 and the Detailed Procedure for Connectivity and GNA issued by CTUIL.

After signing of the Connectivity Agreement [as per format **FORMAT-CONN- CA-5(Cat-2)**], the applicant shall become “Connectivity Grantee” for the purposes of CBTE Regulations and the GNA Regulations.

Provided further that the grant of Connectivity shall not entitle an applicant to interchange any power with the Indian grid unless it obtains GNA or T-GNA for cross border trade of electricity.

11. One-Time Connectivity Charges

Participating entities located in the neighbouring country & getting connected to Indian Grid through dedicated transmission systems shall submit one time connectivity charges of ₹1 lakh per MW for the quantum of Connectivity granted, one month prior to physical connection to the Indian grid.

12. Application for Grant of GNA/enhancement of GNA Quantum to Indian Grid

- i. The Applicant shall fulfil the conditions of Application for Grant of GNA as per Regulation 12 of CBTE Regulations and GNA Regulations.
- ii. The information in the application shall be supported by a duly notarized sworn-in affidavit by the applicant as per **FORMAT-AFFIDAVIT** if the affidavit is submitted by a company registered in India otherwise as per the applicable law of the relevant country.
- iii. The application for Grant of GNA/enhancement of GNA shall be made online to CTU through NSWS portal in the prescribed format as per **FORMAT- CBTE-GNA-APP-1**.
- iv. In case of multiple applications submitted by a single person/organization, each of the application shall be supported by a separate sworn-in affidavits in original duly notarized if the affidavit is submitted by a company registered in India otherwise as per the applicable law of the relevant country.
- v. Payment of Application fees on NSWS Portal at the time of application Applicants shall pay the application fee (as applicable) along with GST online through NSWS portal at the time of submission of the application.

For making the payment, the current GST and PAN No. details of Central Transmission Utility of India Limited are as follows: GST No.- 06AAJCC2026N1ZM and PAN No.- AAJCC2026N.

- vi. The applicant shall submit separate application for grant of GNA for injection into the Indian Grid or drawal from the Indian Grid from a specified date, and for a specified period of more than eleven months.
However, if augmentation shall be required to facilitate the requisite GNA, the GNA shall not be granted for a period of less than 60 months. In case applicant does not accept the grant of GNA for more than 60 months period, the application shall be closed and application fee shall be forfeited and Application Bank Guarantee shall be returned.

vii. In addition to the requirements specified under GNA Regulations, 2022, and the Detailed Procedure for Connectivity and GNA issued by CTUIL, each application for grant of GNA to Indian Grid shall be accompanied by the following documents as applicable:

a) Approval from Designated Authority (DA) confirming eligibility for Cross-Border Trade of Electricity or copy of Inter-Governmental Agreement (IGA), wherever applicable.

b) Approval from Designated Authority in India and Competent Authority in neighbouring country(ies) to use Cross Border Transmission Link(s) in case connectivity is not through dedicated transmission lines.

c) Copy of Board Resolution:

All applications shall be accompanied with a Board Resolution authorizing the signatory of application/Affidavit to carry out all activities related to Connectivity and GNA under CBTE Regulations, 2019.

d) Affidavit in the prescribed Format:

The applicants shall ensure that the affidavit and the applications are signed by the same authorized signatory. In case of discrepancy, the application shall be liable for rejection.

e) Proof of application of payment;

Accurate application fee details shall be provided in the Application.

f) Generation or Drawal profile;

g) Bank Guarantees:

i. Application Bank Guarantee: **(GNA-BG1)** of ₹50 lakh in Indian Rupees per application. The Bank Guarantee shall be submitted along with the application in the format **FORMAT-CBTE-Application BG (GNA-BG1)**.

ii. Access Bank Guarantee **(GNA-BG2)** of ₹ Five (5) Lakhs/MW corresponding to GNA Sought in the format **FORMAT-CBTE-Application BG (GNA-BG2)**.

h) **Details of** interconnection point and transmission system.

i) **Details of the generating station or load**, including capacity, configuration, and commissioning schedule.

j) Digital Signatures:

Applicant shall have a legally valid digital signature certificate (Class 3 – SHA2 – Signing Component or higher) mapped with the name of Applicant company as per Interoperability guidelines of Controller of Certifying Authorities (CCA) of India, Ministry of Communications and Information Technology for submitting an online application or any request through the NSWS portal.

13. Submission and Processing:

Submission and processing of GNA Applications shall be as per para 7 mentioned above.

14. Interconnection Study for grant of GNA:

Same as para 8 mentioned above.

15. Grant of GNA for cross border trade of Electricity by the Nodal Agency

- i. Grant of GNA by the Nodal Agency shall be as per the Regulation 12 of CBTE Regulations.
- ii. The intimation for grant of GNA to Indian Grid shall be issued as per **FORMAT-GNA-CB-INT** within:
 - a) 90 days from the last day of the month in which the application had been received if augmentation of transmission system is not required.
 - b) 120 days from the last day of the month in which the application had been received if augmentation of transmission system in the Indian Grid is required.
- iii. In case the grant of GNA, requires augmentation of transmission system in India, CTU shall intimate the cost of Augmentation within 90 days from the date of the month in which the application has been made.

- iv. Entity shall furnish a fresh Access Bank Guarantee in the format FORMAT-CBTER-Access BG (GNA-BG2) for an amount equivalent to the cost of augmentation of transmission system within one (1) month of the intimation of cost of augmentation by CTU, failing which the application for GNA shall be closed, and the application fee shall be forfeited, GNA-BG1 shall be encashed and GNA-BG2 shall be returned. No extension of time shall be granted to furnish the requisite bank guarantee, and in such case the GNA shall be revoked under intimation to the GNA grantee.

On receipt of the Access Bank guarantee in pursuance of the above, CTU shall return the Access Bank Guarantee submitted earlier.

16. GNA Agreement

- ii. Within 30 days of the grant of GNA, applicant shall sign a GNA Agreement as per format FORMAT-CONN-GNA-12(Cat-1) as per GNA Regulations, 2022 and the **Detailed Procedure for Connectivity and GNA** issued by CTUIL which shall contain the following, including but not limited to:
 - a) Date of commencement of GNA.
 - b) The point of injection/drawal of power from /into the Indian Grid.

After signing of the GNA Agreement, the applicant shall become GNA grantee.

17. Treatment of GNA Bank Guarantees:

Treatment of GNA application Bank Guarantee shall be in line with Regulation 15 of CBTE Regulations.

18. Bank Guarantee - Submission, Conditions, Amendment, Validity, Retention, Invocation etc.

A. BGs to be Unconditional, Irrevocable and payable on demand.

The bank guarantees shall be unconditional, irrevocable and payable on demand by the issuing Bank without any proof or demonstration of loss to the beneficiary or

default on account of the party at whose behest the bank guarantee has been issued.

As per RBI Master Circular issued vide ref. no. RBI/2025-26/12 DOR.STR.REC.06/13.07.010/2025-26 dated 01.04.2025 (or as per the applicable or amended version as notified by RBI), the issuing Bank shall be obligated in terms of Clause 2.5 read with other provisions of the Master Circular:

“2.5.1 Where guarantees are invoked, payment should be made to the beneficiaries without delay and demur. An appropriate procedure for ensuring such immediate honouring of guarantees should be laid down so that there is no delay on the pretext that legal advice or approval of higher authorities is being obtained.

2.5.2 Delays on the part of banks in honouring the guarantees when invoked tend to erode the value of the bank guarantees, the sanctity of the scheme of guarantees and image of banks. It also provides an opportunity to the parties to take recourse to courts and obtain injunction orders. In the case of guarantees in favour of Government departments, this not only delays the revenue collection efforts but also gives an erroneous impression that banks are actively in collusion with the parties, which tarnishes the image of the banking system.

2.5.5 In this regard, the Delhi High Court has made adverse remarks against certain banks in not promptly honouring the commitment of guarantees when invoked. It has been observed that a bank guarantee is a contract between the beneficiary and the bank. When the beneficiary invokes the bank guarantee and a letter invoking the same is sent in terms of the bank guarantee, it is obligatory on the bank to make payment to the beneficiary.

2.5.6 The Supreme Court had observed [U.P. Co-operative Federation Private Ltd. versus Singh Consultants and Engineers Private Ltd. (1988 IC SSC 174)] that the commitments of the banks must be honoured, free from interference by the courts. The relevant extract from the judgement of the Supreme Court in a case is as under:

'We are, therefore, of the opinion that the correct position of law is that commitment of banks must be honoured free from interference by the courts and it is only in exceptional cases, that is, to say, in case of fraud or any case where irretrievable injustice would be done if bank guarantee is allowed to be encashed, the court should interfere'."

B. Submission of bank guarantees:

- (a) Bank Guarantees, Letter of Credit, or any other payment security or payment required to be provided under these regulations shall be furnished by the Applicant or the Cross Border Customer in Indian Rupees from a Nationalised Bank of India or from a bank in the concerned neighbouring country, which shall be confirmed by a Nationalised Bank of India.
- (b) The applicant shall submit the requisite bank guarantees i.e. Conn-BG1, GNA-BG1 and GNA-BG2 to Nodal Agency strictly in the prescribed format i.e. FORMAT-CONN-BG.
- (c) If an electricity trading licensee in India applies for a grant of GNA, it may submit the Access Bank Guarantee issued by the company on whose behalf it is applying. The only pre-condition in such a case shall be that this guarantee must come from a scheduled commercial bank in India that is recognized by the Reserve Bank of India.
- (d) Covering letter format by Applicant:- While submitting the bank guarantee, the applicant shall attach a cover letter indicating the purpose and reference (i.e. application id, intimation number, quantum etc.) to which the subject BG is being submitted. Further, name & the contact number of the person submitting the bank guarantee shall be clearly mentioned in the letter.
- (e) Covering Letter format by issuing Bank:- Details of person: Name, contact number and e-mail id of confirmation and invocation branch (Branch in NCR only) should be mentioned on BG. BG Cover letter shall be strictly as per the **FORMAT-BG-COVER**. BGs with cover letter not strictly as per the format shall be rejected.
- (f) Issuing Branch and stamp on Bank Guarantee: - Stamp on BG should be of same issuing branch.

- (g) Stamp paper shall be purchased by the issuing Bank, and the name of the First party shall be indicated as the “name of the Bank” and second party shall be indicated as “CTUIL”. BG needs to be strictly as per format. Amendment date should be mentioned on the Stamp paper of the BG amendment.
- (h) The Applicant shall strictly furnish the requisite bank guarantees to Nodal Agency within the timeline as specified in the in-principle grant of Connectivity failing which the application shall be closed in terms of Regulation 8 of GNA Regulations, 2022 and the provisions under the CBTE Regulations.
- (i) If the last date for submission of the bank guarantee is a non-working day of CTU, then the next working day shall be considered as the last date for submission of bank guarantee.
- (j) If within the specified timeline, the applicant has only submitted the soft copy of the bank guarantee to Nodal Agency then the hardcopy of the said bank guarantee shall be submitted to CTU within 3 working days of the scheduled submission date failing which BG shall be considered not submitted.
- (k) Bank Guarantee and its amendment, if any, shall be submitted at CTU office.
- (l) Replacement of BG:- A Bank Guarantee (BG) that is submitted at the time of issuance of an intimation may only be replaced prior to its stipulated expiry date. Any request for replacement shall be considered solely under exceptional circumstances and must be supported by a valid and well-documented justification.

C. Verification of the bank guarantee:

- (a) If after verification of the submitted bank guarantee, Nodal Agency observes any factual, typographical errors in the subject bank guarantee, then Nodal Agency shall intimate the same to the Applicant vide email/letter for rectification of the same by issuing bank.

(b) If it is found that there is discrepancy between the soft and hard copy of Bank Guarantee, then Nodal Agency shall intimate the same to the Applicant vide email/letter and seek explanation.

(c) The applicant shall furnish the amendments to Nodal Agency within 3 days of the intimation failing which Bank Guarantee shall be liable to be rejected. The amendment shall be strictly in terms of the BG format uploaded on CTU's website and no additional terms and conditions in variance of the approved BG format shall be accepted.

D. One Time Opportunity to Rectify Errors in BGs

Applicant shall be provided one opportunity to rectify the errors in the BG submitted within the stipulated timeline, failing which BG is liable to be rejected and application is liable to be closed. If the amendments are submitted with new defects amendments shall be rejected and BG is liable to be rejected.

E. SFMS Verification

i) Procedure for issuing/verification/confirmation of Bank Guarantee through Banks' Trade Finance Portal SFMS facility:

(a) The bank guarantees shall be issued through SFMS facility.

(b) At the time of issuance of the bank guarantees (including its extensions), in order to avail bank guarantee verification through SFMS facility, the issuing Bank will input the IFSC code as HDFC0000090 which is the bank of the beneficiary i.e. Central Transmission Utility of India Limited (CTU), in the Advising Bank field in their Trade Finance Portal for BG issue. The details of CTU's account are as below:

- **Current A/c No.:** 502001046644324
- **Bank and Branch:** HDFC Bank, Sco-36, Sector 14, Gurgaon, Haryana, 122001
- **Swift Code:**

F. Amount and Validity of bank guarantee

(a) CONN-BG1, GNA-BG1, GNA-BG2 shall be submitted as per intimation for grant by CTU:

<u>Bank Guarantee</u>	<u>Validity as mentioned in the intimation</u>
Conn-BG1	<p>Validity: Date of physical connection with Grid + 30 days.</p> <p>Date of physical connection with Grid is to be incorporated in final grant of connectivity to determine validity date of Conn-BG1.</p> <p>Claim period shall be one year from validity</p>
GNA-BG1	<p>Amount: As intimated under in-principle grant of intimation</p> <p>Initial Validity of: 18 months from start date of GNA to be extended from time to time in terms of GNA Regulations.</p> <p>Claim period –one year from validity</p>
GNA-BG2	<p>Amount: As intimated under in-principle grant of intimation</p> <p>Initial Validity of: 18 months from start date of GNA to be extended from time to time in terms of GNA Regulations.</p> <p>Claim period –one year from validity</p>

- (b) If the BG validity requirement is more than 03 years from the intimation for grant of Connectivity/ GNA then the applicant may submit the BG with minimum validity period of 03 years from the date of issuance of the Bank Guarantee with additional claim period of 1 year.
- (c) Amount and validity of the BG shall be further modified/ extended from time to time by the grantee in terms of GNA/CBTE Regulations. All BGs are to be kept valid by applicant/grantee at all time till discharged by CTU. Validity is to be extended by grantee from time to time. Validity of the BG should be extended at least one month prior to the expiry date. In case of timely non-extension of validity BG is liable to be encashed.

G. Invocation & Encashment of Conn-BG & GNA BGs

The BGs shall be liable for encashment on account of any of the specified defaults in terms of the provisions of the Regulations or the Detailed Procedure.

Provided that communication by the Nodal Agency to the issuing bank shall be sufficient and complete act of invocation of bank guarantee.

H. Payment in lieu of encashment of BGs

- Beneficiary Name: Central Transmission Utility of India Limited
- Current Account No.: 50200104664432
- Bank and Branch: HDFC Bank, Sco-36, Sector 14, Gurgaon, Haryana, 122001
- IFSC Code: HDFC0000090

Provided further that such deposition of monies shall be unconditional and an undertaking to this effect shall be submitted by the concerned grantee.

Provided further that the grantee shall submit requisite payment details to the Nodal Agency.

Provided further that only upon confirmation of receipt of payment in the specified bank account, the Nodal Agency shall not proceed with invocation of bank guarantee(s).

Provided further that, CTU shall not accept any payment in lieu of encashment of Bank Guarantee(s) after issuance of revocation letter.

I. Return & Treatment of Bank Guarantee submitted

Conn BG1 submitted under Reg 10(2)(c) of CBTE Regulations shall be returned within 30 days of physical connection to the Indian Grid through the dedicated transmission system.

GNA BG1 submitted under Reg 12 of CBTE Regulations shall be returned within a period of 30 days of the commercial operation declaration of the generating station or start of drawl of power as the case may be.

GNA BG2 submitted as per clause (1) of the Regulation 15 of CBTE Regulations shall be returned after submission of fresh GNA BG2 in line with regulation 15(2) of the GNA Regulation.

GNA BG2 submitted under Regulation 15(1) and 15(2) of the CBTE Regulations shall be progressively reduced each year after the cross-border customer begins to avail General Network Access (GNA), corresponding to one-fifth (1/5th) of its total value. The procedure for such reduction shall be identical to the reduction mechanism applicable to Connectivity Bank Guarantees (Conn-BG2 and Conn-BG3) under the GNA Regulations, 2022 and the Detailed Procedure for Connectivity and GNA.

The amount received from the encashment of Application Bank Guarantee and Access Bank Guarantee shall be used for reducing the Monthly Transmission Charges under the Sharing Regulations.

J. Consequences of non-payment of transmission charges under Reg. 14 of CBTE Regulations, 2019 for more than 3 months from the due date;

If the generating station (or one of its units) and its associated dedicated transmission line are delayed beyond the agreed timelines in the GNA Agreement, but the GNA has already started, then also the Cross Border Customer shall pay the transmission charges.

If these charges remain unpaid for more than three months after the due date, the Central Transmission Utility (CTU) will recover the money by using (encashing) the Access Bank Guarantee that the customer had submitted under Clause (1) or Clause (2), whichever applies.

If the amount of transmission charges of a connectivity grantee exceeds the amount of bank guarantees subsisting with Nodal Agency, then Nodal Agency shall revoke the GNA of such grantee.

It is clarified that revocation of connectivity and/or encashment of GNA-BGs would not extinguish the right of CTU to take appropriate legal recourse to recover the balance transmission charges, if any.

19. Relinquishment of GNA

Relinquishment of GNA shall be carried out in line with Regulation 15 of the CBTE Regulations and the Detailed Procedure formulated thereunder. The GNA grantee shall issue a notice of 30 days to the CTU as per **FORMAT-GNA-REL-6** and CTU shall communicate the decision to the applicant within 30 days from the date of the request received in CTUIL. If Relinquishment is allowed, CTU shall issue intimation as per **FORMAT-GNA-REL-INT-6**.

20. Procedure for Processing Applications of connectivity & GNA under Regulation 10(7) of the CBTE Regulations.

I. Eligibility:

Generating station supplying power exclusively to a neighbouring country through a dedicated transmission system.

II. Submission:

Procedure for submission of application and processing shall be same as of connectivity and GNA applications as the case may be except for specific provision mentioned below:

III. Additional document requirement:

Approval from the Government of India for such additional connectivity and access to the Indian Grid.

IV. Technical Studies

Same as para 8 mentioned above.

V. Grant of Connectivity

- I. CTU shall endeavour to issue grant of connectivity within 60 days of receipt of an application for connectivity in the format **FORMAT-CONN-CB-INT**
- II. Applicant shall sign the **Connectivity Agreement** with CTU and relevant transmission licensee(s).

VI. Grant of GNA

- III. The grant of GNA shall be limited to the quantum of connectivity granted to the entity.
- IV. Applicant shall sign the **GNA Agreement** with CTU and relevant transmission licensee(s) in the format FORMAT-CONN-GNA-12 (Cat-1).
- V. **Connectivity charges:** ₹1 lakh per MW (to be deposited one month before physical connection to the Indian Grid). These charges shall be adjusted in monthly transmission charges under the sharing regulation

VII. Bank Guarantee Treatment:

- a. If entity withdraws the connectivity and GNA (if any), the subsisting Application Bank Guarantee and Access Bank Guarantee shall be encashed.
- b. Application Bank Guarantee shall be returned within one month of the effective date of GNA. If GNA is not obtained for any capacity, the Application Bank Guarantee shall be returned after five years from the date of connection with the Indian Grid.
- c. Access Bank Guarantee shall be returned in five equal parts over five years after the effective date of GNA.

VIII. Access & Compliance

- I. Applicant shall separately apply for **GNA/T-GNA** to schedule transactions.
- II. Compliance obligations:
 - a Applicant shall comply with the requirements of Grid Code and the technical standards of CEA.
 - b Payment of transmission, deviation, and reactive energy charges are to be done directly (not via SNA).

INTIMATION FOR GRANT OF CONNECTIVITY UNDER REGULATION 10 (3) & 10 (7)

A General		
1.	Intimation No.	: CTU/Country/Conn-INT-1A/Application no.
	Date	:
2.	Ref. Application No.	:
	Date	:
3.	Name of the Applicant	:
4.	Address for Correspondence	:
5.	Location of the Generating Station	:
	Latitude	:
	Longitude	:
	Country	:
6.	Nature of the Applicant	:
7.	Installed Capacity [Thermal/ Hydro/ Nuclear/ Wind/ Solar/ PSP/ BESS etc.]	:
B Connectivity Details		
8.	Details for Connectivity granted Quantum	
i.	Capacity (MW) for which connectivity is granted	:
ii.	Point at which connectivity is granted	:
iii.	Voltage level of terminal bay	:
9	Status of ISTS substation	
i.	In case of existing substation: <ul style="list-style-type: none"> Terminal bay no. SLD 	:
ii.	In case of under construction substation: <ul style="list-style-type: none"> Latitude (any point in substation boundary) Longitude (any point in substation boundary) Scheduled date of commercial operation of substation Terminal bay no. SLD 	:
iii.	In case of proposed substation: <ul style="list-style-type: none"> Tentative Latitude (any point in substation boundary) Tentative Longitude (any point in substation boundary) 	:

	<ul style="list-style-type: none"> • Expected scheduled date of commercial operation of substation • Terminal bay no. • SLD 	:	
10	Transmission System required for Connectivity	:	
i.	Scheme details	:	
ii.	Scheduled commissioning date of ATS	:	
11	Start date of connectivity (tentative/firm)	:	
12	Dedicated Transmission Line (DTL)	:	(including terminal bays at ISTS end)
C Bank Guarantee and One-time Connectivity Charges Details			
14	Amount of BGs submitted	:	
a	Application BG (Conn-BG1)	:	Rs. 50 Lakh
15	One time Connectivity Charges to be furnished (@ Rs. 1 lakh/MW)	:	
D Details of Communication System			
16	Details of Communication System	:	As per Annexure-II

Note: Connectivity is granted to the ISTS grid of Indian transmission system with following:

1. The Grantee shall abide by all provisions and its amendments thereof or re-enactment of:

- i) Electricity Act, 2003;
- ii) Ministry of Power, Govt. of India, Guidelines for Import/Export (Cross Border) of Electricity 2018 and amendments thereof;
- iii) Procedure for approval and facilitating Import/Export (Cross Border) of Electricity by the Designated Authority and amendments thereof;
- iv) CERC (Cross Border Trade of Electricity) Regulations, 2019 and amendments thereof;
- v) CERC (Connectivity and General Network Access to the inter-State transmission System) Regulations, 2022 and corresponding Detailed Procedure for Connectivity and GNA;
- vi) CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020
- vii) CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- viii) CEA (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2022;
- ix) CEA (Grid Standard) Regulations, 2010;
- x) CEA (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011;
- xi) CEA (Measures relating to Safety and Electric Supply) Regulations, 2023;
- xii) CEA (Installation and Operation of Meters) Regulations, 2006;

- xiii) CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020;
- xiv) CERC (Communication System for Inter –State transmission of Electricity) regulations, 2017;
- xv) CERC (Indian Electricity Grid Code) Regulations, 2023.
- xvi) CEA (Cyber Security in Power Sector) Guidelines, 2021;
- xvii) CEA (Manual of Communication Planning in Power System operation), March 2022;
- xviii) CERC Guidelines on “Interface Requirements” issued in 2024 under the CERC (Communication System for inter-State transmission of electricity) Regulations, 2017.
- xix) CEA Guidelines for Unified Philosophy for Placement of Phasor Measurement Units (PMUs) in Indian Grid, March 2025;
- xx) Standard Operating Procedure for Grant of Connectivity with the Inter-state Transmission System of the Indian Grid to an Indian Generating Station Connected to the grid of neighbouring country, issued by CEA on 30-04-2025.

Any other applicable Act / Rules / Guidelines / Standards / Regulations / Procedures etc.

Non-compliance of above shall be dealt with as per the relevant provisions stipulated.

2. The applicant is allowed to connect to the Indian grid but this Connectivity shall not confer any rights towards transmission access (GNA or T-GNA) for the Indian grid, which is required to be obtained separately.
3. The applicant shall keep the CTU and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the CTU, RLDC/NLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and; all other obligations by or to third parties, arising out of or resulting from the Connectivity.
4. One-time Connectivity charges (@Rs.1Lakh/MW) shall be furnished for the quantum of connectivity granted one month prior to physical connection to the Indian Grid. In case of non-fulfilment of the same, the treatment shall be as per applicable CERC Regulations.
5. In line with clause (4) of Regulation 10 of CERC (Cross Border Trade of Electricity) Regulations, 2019 and its amendments thereof, upon grant of Connectivity, an agreement as provided in the Central Electricity Authority (Technical Standards for Connectivity to the Grid), Regulations, 2007 needs to be signed between the applicant, CTU and such inter-State transmission licensee to whose inter-state transmission system the Connectivity has been granted.
6. For 400kV Lines: Considering Right-of-Way near substation for termination of number of 400kV transmission lines (including Dedicated Transmission Lines), the entities shall coordinate among themselves for implementation of 400kV lines generally through double circuit tower near the substation entry for about 2-3 kms stretch. Further, in case of site constraint with respect to corridor, 400 kV multi circuit may need to be implemented, if required as per inputs of the developer of the ISTS end substation.
7. As per CEA's Manual on Transmission Planning Criteria, line approaching substation shall normally be perpendicular to the substation boundary for a stretch of 2-3 kms.
8. Towards monitoring of the projects, the entity shall comply with Regulations 11 of GNA Regulations 2022, else suitable action shall be taken up as per applicable CERC Regulations. Format for

furnishing the progress (through on-line facility) of the project is provided at **FORMAT-CONN-STATUS-CG** on CTU web-portal.

9. Depending on the topology and transmission system requirement, CTU may plan the Connectivity of any generating station(s) at terminal bay of an ISTS substation already allocated to another entity (such as through Loop-in Loop-out (LILLO) of DTL) or at switchyard of a generating station having Connectivity to ISTS for connection and injection of power. In such cases, an agreement (model agreement as per **FORMAT-CONN-SHARE**) shall be duly signed within one (1) month of the intimation regarding the sharing of DTL and/or terminal bay between the entities for sharing the terminal bay / switchyard / dedicated transmission line, failing which the intimations for grant of Connectivity shall be liable for revocation.

10. Instruction regarding submission of Technical data for signing of Connectivity Agreement

- a. Entity shall comply with CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007 & amendment(s) thereof and shall furnish technical connection data as per **FORMAT-CONN-TD-1 / FORMAT-CONN-TD-2 / FORMAT-CONN-TD-3** (as applicable), inter alia, generator data for fault studies, dynamic simulation data, details of data and voice communication, to the Nodal Agency as stipulated in the Detailed Procedure for Connectivity and GNA issued in accordance with Regulation 39.1, at least 1 (one) year prior to the physical connection.
- b. After receipt of technical connection data, CTU shall scrutinize the submitted data within thirty (30) days and inform regarding discrepancies (if any). Upon rectification of all discrepancies by entity, CTU within thirty (30) days shall intimate the connection details as per **FORMAT-CONN-TD-4**. Thereafter the Connectivity Agreement as per **FORMAT-CONN-CA-5-CAT-2** shall be signed within thirty (30) days. The **FORMAT-CONN-TD-4** shall automatically become an integral part of **FORMAT-CONN-CA-5-CAT-2**. CAT-2 Agreement shall be appended to the Connectivity Agreement (CAT-1) to form a complete Connectivity Agreement.

Physical connection to ISTS shall be permitted only after signing of **FORMAT-CONN-CA-5-CAT-2**.

- c. Subsequent to issuance of **FORMAT-CONN-TD-4**, if there is any change in technical connection data provided by the applicant, it shall submit the revised technical data to CTU with full justification following which CTU shall process the same for revision in **FORMAT-CONN-TD-4** within thirty (30) days after receipt of complete data. Such request shall be allowed only once and shall be submitted at least three (3) months prior to physical connection to ISTS. In case there is any change in technical connection data, subsequent to physical interconnection with ISTS, in such a case, the validation & approval of the revised technical data including simulation study models and reports shall be obtained from GRID-INDIA. The approved documents & simulation study models shall thereafter be submitted to CTUIL for information and record.

Place:

Name:

Date:

Designation:

INTIMATION FOR GRANT OF GNA UNDER REGULATION 12 (3)

1	Intimation No.	:	CTU/Country/GNA-CB-INT/Application no.
	Date	:	
2	Ref. Application No.	:	
	Date	:	
3	Name of the Applicant	:	
4	Address for Correspondence	:	
5	Nature of the Applicant	:	
6	Details for General Network Access (GNA) requested		
a	Quantum (MW) of GNA	:	
b	Start date of GNA	:	
c	End date of GNA	:	
d	Injection or Drawal	:	
7	Details of General Network Access (GNA) granted		
a	Quantum (MW) of GNA	:	
b	Start date of GNA	:	
c	End date of GNA	:	
d	Injection or Drawal	:	
8	Transmission system for GNA	:	
a.	Existing System	:	
i.	Details of existing System (if under implementation)	:	
ii.	Scheduled date of commercial operation	:	
b.	Augmentation	:	

i.	Scheme details	:	
ii.	Scheduled commissioning date of Augmentation	:	
iii.	Estimated Cost of Augmentation	:	
9	BGs submitted and to be furnished		
a	BGs submitted		
	Application Bank Guarantee: (GNA-BG1)		Rs. 50 Lakh
	Access Bank Guarantee (GNA-BG2)		Rs. 5 Lakh/ MW
b	BGs to be furnished		
	Fresh Access Bank Guarantee for Augmentation (GNA-BG2)		

Note: General Network Access (GNA) is granted to the ISTS grid of Indian transmission system subject to the following:

1. The Grantee shall abide by all provisions and its amendments thereof or re-enactment of:
 - i) Electricity Act, 2003;
 - ii) CERC (Connectivity and General Network Access to the inter-State transmission System) Regulations, 2021 and corresponding Detailed Procedure for Connectivity and GNA;
 - iii) CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007;
 - iv) CEA (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2010;
 - v) CEA (Grid Standard) Regulations, 2010;
 - vi) CEA (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011;
 - vii) CEA (Measures relating to Safety and Electricity Supply) Regulations, 2010;
 - viii) CEA (Installation and Operation of Meters) Regulations, 2006;
 - ix) CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020;

- x) CERC (Communication System for Inter –State transmission of Electricity) regulations, 2017;
- xi) CERC (Indian Electricity Grid Code) Regulations, 2010;
- xii) CEA (Cyber Security in Power Sector) Guidelines, 2021;
- xiii) Ministry of Power, Govt. of India’s Guidelines for import/export (Cross-Border) of Electricity-2018;
- xiv) CERC (Cross Border Trade of Electricity) Regulations, 2019;
- xv) Procedure for approval and facilitating import/export (cross border) of Electricity by the Designated Authority
- xvi) Any other applicable Act / Rules / Guidelines / Standards / Regulations / Procedures etc.

Non-compliance of above shall be dealt with as per the relevant provisions stipulated.

2. That the applicant shall keep the CTU and RLDC/NLDC indemnified at all times and shall undertake to indemnify, defend and keep the CTU, RLDC/NLDC harmless from any and all damages, losses, claims and actions including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the GNA transaction.
3. The applicant/grantee shall be required to pay applicable ISTS transmission charges as per relevant CERC Regulations/Orders.
4. Fresh GNA-BG2 towards cost of augmentation, as applicable, shall be furnished within 1 (one) month of intimation of respective grant of GNA, failing which the application for GNA shall be closed, and the application fee shall be forfeited, GNA-BG1 shall be encashed and GNA-BG2 shall be returned. No extension of time shall be granted to furnish the requisite bank guarantee, and in such case the GNA shall be revoked under intimation to the GNA grantee.
5. In line with clause (4) of Regulation 12 of CERC (Cross Border Trade of Electricity) Regulations, 2019 and its amendments thereof, upon grant of GNA for cross border trade of electricity, the entity that has been granted GNA shall sign the GNA Agreement with CTU.

Place:

Name:

Date:

Designation:

Instructions to the Applicants

The BGs to be issued should comply with the following criteria:

- 1) Bank Guarantee text should be strictly as per CERC approved Format
- 2) Stamp Paper to be purchased by Bank with Bank as first Party and Central Transmission Utility of India as second party.
- 3) Bank Guarantee to be submitted should have signatures of Two Witness with their Names and addresses
- 4) BG shall have Bank official's Signature with Designation, Official Stamp and Address
- 5) Attorney (as per Power of Attorney) number with date.
- 6) Application Bank Guarantee (Conn-BG1/GNA-BG1) shall be issued by any scheduled commercial bank recognized by Reserve Bank of India, in favor of Central Transmission Utility of India Limited.
- 7) Claim for BG is to be lodged in the bank branch situated in NCR only. Further, BG shall be payable at any of the bank branch situated in NCR.
- 8) SFMS along with Bank Guarantee is to be provided.
- 9) Claim date should be one year later than the expiry date of the BG.
- 10) Bank should provide name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification / renewal / discharge / encashment of BG.
- 11) For BG verification using SFMS facility, the following methodology is to be adopted.
 - a) At the time of issuance of the BG (including its extensions), in order to avail BG verification through SFMS facility, the issuing Bank will input the IFSC code as SBIN0017313 which is the bank of the beneficiary i.e. Central Transmission Utility of India Limited (CTUIL), in the Advising Bank field in their Trade Finance Portal for BG issue. The details of CTUIL's account are as below:
 - A/c no: 40007029694
 - Branch: CAG-II New Delhi (17313)
 - b) Following additional paragraph regarding issuance of Bank Guarantee through SFMS Platform consisting of the following should be added at the

end of the proforma of the Bank Guarantee (i.e. end paragraph of the Bank Guarantee preceding the signatures of the issuing authority of the BG)

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

- c) The BG should be issued through SFMS facility to the extent possible. In cases where SFMS feature is not activated, the same shall be confirmed by the issuing bank. In such cases, the BGs will be issued by Banks through their Trade Finance Portal and verification of the same will be done through paper-based BG confirmation.
- 12) The applicant shall submit the Check List duly signed by issuing Bank as given below along with the Bank Guarantee.

Check List duly signed by issuing Bank to be provided along with Bank Guarantee under CERC (Cross Border Trade of Electricity Regulations), 2019

Bank Guarantee no. dated

S.No	Checking Parameters	Yes or No (Please Tick)	Deviation if any with reasons
1	Whether the Bank Guarantee text is as per CERC approved Format	Y/N	
2	Whether the Stamp Paper of Appropriate value is purchased by Bank with Bank as first Party and Central Transmission Utility of India as second party.	Y/N	
3	Whether the Bank Guarantee has signatures of Two Witness with their Names and addresses	Y/N	
4	Whether the Bank Guarantee has Signature of the BG issuing Bank official along with designation, official stamp, branch address & specific code of the official.	Y/N	
5	Whether the Bank Guarantee is issued by scheduled commercial bank recognized by Reserve Bank of India, in favor of Central Transmission Utility of India Limited	Y/N	
6	Whether the Bank Guarantee is payable at any of the bank branch situated in NCR.	Y/N	
7	Whether the Bank Guarantee is issued through Trade Finance Portal.	Y/N	
8	Whether the Bank Guarantee is issued with SFMS	Y/N	
9	Whether the Bank Guarantee validity period is as per intimation of grant/ CERC (Cross Border Trade of Electricity Regulations), 2019	Y/N	
10	Whether the Claim date is minimum 365 days beyond the date of expiry of BG.	Y/N	
11	Whether the Bank has provided name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification / renewal / discharge / encashment of BG.	Y/N	

Signature & Name of authorized person

Bank Stamp

Date

Please refer “Instructions to the Applicants” mentioned above

(To be stamped in accordance with Stamp Act)

FORMAT-CBTER-Application BG(Conn-BG1/GNA-BG1)

Ref.....

Bank Guarantee No.....

Date.....

To,

Central Transmission Utility of India Limited

5th to 10th Floor, Ircon International Tower, Tower no-1,

Plot no-16, Sector-32, Gurugram, Haryana-122003, India

Dear Sirs,

In consideration of the Central Transmission Utility of India Limited, (hereinafter referred to as the “CTUIL” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by CERC to process application as per Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019 read with Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 for “Grant of Connectivity / GNA” and M/s..... (Name of APPLICANT) who has applied for Connectivity / GNA under Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019 with its Registered/Head office at (hereinafter referred to as the “APPLICANT” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) is submitting this Application Bank Guarantee (Conn-BG1/GNA-BG1 (**strike out as applicable**)) along with its Connectivity/GNA (**strike out as applicable**) application.

WHEREAS it has been agreed by the APPLICANT that the said Application Bank Guarantee(Conn-BG1/GNA-BG1 (**strike out as applicable**)) shall be returned or encashed in terms of Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019.

AND WHEREAS in accordance with Regulation 10.2(c) or Regulation 12.2(c) (**strike out as applicable**) of Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019, APPLICANT is required to furnish Application Bank Guarantee[Conn-BG1/GNA-BG1 (**strike out as applicable**))] for a sum of Rs. /- (Rupees Only) as a security for fulfilling its commitments to CTUIL as per aforesaid Regulations.

We (Name & Address of the Bank having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CTUIL on demand any and all monies payable by the APPLICANT to the extent of Rs. /- as aforesaid at any time up to ^{**}(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the APPLICANT.

Any such demand made by the CTUIL on the Bank shall be conclusive and binding not withstanding any difference between the CTUIL and the APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the CTUIL and further agrees that the guarantee herein contained shall continue to be enforceable till the CTUIL discharges this guarantee or till the expiry of tenor (including Claim period) whichever is earlier.

The CTUIL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the APPLICANT. The CTUIL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the APPLICANT, and to exercise the same at any time in any manner, and either to

enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the CTUIL and the APPLICANT or any other course or remedy or security available to the CTUIL. The Bank shall not be released of its obligations under these presents by any exercise by the CTUIL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the CTUIL or any other indulgences shown by the CTUIL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the CTUIL at its option shall be entitled to enforce this Guarantee as a principal debtor, in the first instance without proceeding against the APPLICANT and notwithstanding any security or other guarantee the CTUIL may have in relation to the APPLICANT's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. /- (Rupees Only) and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding year), as may be desired by M/s on whose behalf this guarantee has been given. CTUIL shall be entitled to invoke this guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

Notwithstanding anything contained herewith:

- i. Our liability under this Bank Guarantee shall not exceed Rs. /- (Rupees Only).
- ii. The Bank Guarantee shall be valid up to and claim period is (minimum 1 year from date of validity of bank guarantee)
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of claim period of Guarantee) in (name and address of branch of Bank in NCR)

Dated this day of 20 at.....

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per Power

of Attorney No.....

Date.....

**DATA CLASSIFICATION :
CONTROLLED**

Instructions to the Applicants

The BGs to be issued should comply with the following criteria:

- 1) Bank Guarantee text should be strictly as per CERC approved Format
- 2) Stamp Paper to be purchased by Bank with Bank as first Party and Central Transmission Utility of India as second party.
- 3) Bank Guarantee to be submitted should have signatures of Two Witness with their Names and addresses
- 4) BG shall have Bank official's Signature with Designation, Official Stamp and Address
- 5) Attorney (as per Power of Attorney) number with date.
- 6) Access BG(GNA-BG2) shall be issued by any scheduled commercial bank recognized by Reserve Bank of India, in favor of Central Transmission Utility of India Limited.
- 7) Claim for BG is to be lodged in the bank branch situated in NCR only. Further, BG shall be payable at any of the bank branch situated in NCR.
- 8) SFMS along with Bank Guarantee is to be provided.
- 9) Claim date should be one year later than the expiry date of the BG.
- 10) Bank should provide name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification / renewal / discharge / encashment of BG.
- 11) For BG verification using SFMS facility, the following methodology is to be adopted.
 - a) At the time of issuance of the BG (including its extensions), in order to avail BG verification through SFMS facility, the issuing Bank will input the IFSC code as SBIN0017313 which is the bank of the beneficiary i.e. Central Transmission Utility of India Limited (CTUIL), in the Advising Bank field in their Trade Finance Portal for BG issue. The details of CTUIL's account are as below:
 - A/c no: 40007029694
 - Branch: CAG-II New Delhi (17313)
 - b) Following additional paragraph regarding issuance of Bank Guarantee through SFMS Platform consisting of the following should be added at the

end of the proforma of the Bank Guarantee (i.e. end paragraph of the Bank Guarantee preceding the signatures of the issuing authority of the BG)

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

- c) The BG should be issued through SFMS facility to the extent possible. In cases where SFMS feature is not activated, the same shall be confirmed by the issuing bank. In such cases, the BGs will be issued by Banks through their Trade Finance Portal and verification of the same will be done through paper-based BG confirmation.
- 12) The applicant shall submit the Check List duly signed by issuing Bank as given below along with the Bank Guarantee.

Check List duly signed by issuing Bank to be provided along with Bank Guarantee under CERC (Cross Border Trade of Electricity Regulations), 2019

Bank Guarantee no. dated

S.No	Checking Parameters	Yes or No (Please Tick)	Deviation if any with reasons
1	Whether the Bank Guarantee text is as per CERC approved Format	Y/N	
2	Whether the Stamp Paper of Appropriate value is purchased by Bank with Bank as first Party and Central Transmission Utility of India as second party.	Y/N	
3	Whether the Bank Guarantee has signatures of Two Witness with their Names and addresses	Y/N	
4	Whether the Bank Guarantee has Signature of the BG issuing Bank official along with designation, official stamp, branch address & specific code of the official.	Y/N	
5	Whether the Bank Guarantee is issued by scheduled commercial bank recognized by Reserve Bank of India, in favor of Central Transmission Utility of India Limited	Y/N	
6	Whether the Bank Guarantee is payable at any of the bank branch situated in NCR.	Y/N	
7	Whether the Bank Guarantee is issued through Trade Finance Portal.	Y/N	
8	Whether the Bank Guarantee is issued with SFMS	Y/N	
9	Whether the Bank Guarantee validity period is as per intimation of grant/ CERC (Cross Border Trade of Electricity Regulations), 2019	Y/N	
10	Whether the Claim date is minimum 365 days beyond the date of expiry of BG.	Y/N	
11	Whether the Bank has provided name, mobile number, email address of its officer with complete postal address with pin code where BG is to be verified, claim is to be lodged and for any further future correspondences for rectification / renewal / discharge / encashment of BG.	Y/N	

Signature & Name of authorized person

Bank Stamp

Date

Please refer “Instructions to the Applicants” mentioned above

(To be stamped in accordance with Stamp Act)

FORMAT-CBTER-Access BG(GNA-BG2)

Ref.....

Bank Guarantee No.....

Date.....

To,

Central Transmission Utility of India Limited

5th to 10th Floor, Ircon International Tower, Tower no-1,

Plot no-16, Sector-32, Gurugram, Haryana-122003, India

Dear Sirs,

In consideration of the Central Transmission Utility of India Limited, (hereinafter referred to as the “CTUIL” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having assigned by CERC to process application as per Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019 read with Central Electricity Regulatory Commission (Connectivity and General Network Access to inter-state Transmission System) Regulations, 2022 for “Grant of GNA” and M/s..... (Name of APPLICANT) who has applied for GNA under Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019 with its Registered/Head office at (hereinafter referred to as the “APPLICANT” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) is submitting this Access Bank Guarantee(GNA-BG2) along with its GNA application.

WHEREAS it has been agreed by the APPLICANT that the said Access Bank Guarantee(GNA-BG2) shall be returned or encashed in terms of Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019.

AND WHEREAS in accordance with Regulation 12.2(d) or Regulation 15 of Central Electricity Regulatory Commission (Cross Border Trade of Electricity Regulations), 2019, APPLICANT is required to furnish Access Bank Guarantee(GNA-BG2) for a sum of Rs. /- (Rupees Only) [@ Rs. Five (5) Lakh/MW or as intimated by CTUIL] as a security for fulfilling its commitments to CTUIL as per aforesaid Regulations.

We (Name & Address of the Bank having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the CTUIL on demand any and all monies payable by the APPLICANT to the extent of Rs. /- as aforesaid at any time up to *(days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the APPLICANT.

Any such demand made by the CTUIL on the Bank shall be conclusive and binding not withstanding any difference between the CTUIL and the APPLICANT or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the CTUIL and further agrees that the guarantee herein contained shall continue to be enforceable till the CTUIL discharges this guarantee or till the expiry of tenor (including Claim period) whichever is earlier.

The CTUIL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the obligations under the said agreement by the APPLICANT. The CTUIL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the APPLICANT, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Agreement between the CTUIL and the APPLICANT or any other course or remedy or security available to the CTUIL. The Bank shall not be released of its obligations under these presents by any exercise by the CTUIL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on

the part of the CTUIL or any other indulgences shown by the CTUIL or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the CTUIL at its option shall be entitled to enforce this Guarantee as a principal debtor, in the first instance without proceeding against the APPLICANT and notwithstanding any security or other guarantee the CTUIL may have in relation to the APPLICANT's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. /- (Rupees Only) and it shall remain in force up to and including..... and shall be extended from time to time for such period (not exceeding year), as may be desired by M/s on whose behalf this guarantee has been given. CTUIL shall be entitled to invoke this guarantee up to three hundred sixty five (365) days of the last date of the validity of this Guarantee.

Notwithstanding anything contained herewith:

- i. Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees Only).
- ii. The Bank Guarantee shall be valid up to [*initial validity period of 18 months from start date of Connectivity / GNA to be extended from time to time in terms of CERC (Cross Border Trade of Electricity Regulations), 2019*] and claim period is (minimum 1 year from date of validity of bank guarantee)
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of claim period of Guarantee) in (name and address of branch of Bank in NCR)

Dated this day of 20 at.....

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per Power

of Attorney No.....

Date.....

DATA CLASSIFICATION :
CONTROLLED

FORMAT-CONN-GNA-12(Cat-1)

GNA AGREEMENT

***Under Regulation 12.4 of Central Electricity Regulatory Commission
(Cross Border Trade of Electricity) Regulations, 2019.***

Between

CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED

AND

Party Name

This GNA Agreement having ref. no. **CTUIL/GNA/CBTE**..... entered into on the _____ day of _____ Two Thousand (20...) between **CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at Plot No.2, Sector 29, Gurugram, Haryana 122001, India & correspondence address at Floor No. 5-10, Tower 1, Plot No. 16, IRCON International Tower, Institutional Area, Sector 32, Gurugram, Haryana – 122001, India (hereinafter referred to as “**Nodal Agency/CTU**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the first part;

AND

.....(**Party Name**), a company incorporated under the /Companies Act, 1956/2013, having its registered office at and correspondence address at, India (hereinafter referred to as '**.....(Party Name)**' or '**GNA Grantee**' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) as party of the second part.

RECITALS

- A. The present agreement is being signed between Nodal Agency and the(**Party Name**) in terms of Regulation 12.4 of the Central Electricity Regulatory Commission (Cross Border Trade of Electricity) Regulations, 2019 [hereinafter referred to as "CBTE Regulations, 2019"]. The recitals have been framed in accordance with various provisions of the CBTE Regulations, 2019".
- B.(**Party Name**) under Regulation **10** of CBTE Regulations, 2019, vide application no. datedhas applied for grant of Connectivity for MW & submitted Application Bank Guarantee (Conn-BG1). Nodal Agency vide CTU letter ref. no. has intimated final grant of connectivity to(**Party Name**).
- C.(**Party Name**) under Regulation **12** of CBTE Regulations, 2019, vide application no. datedhas applied for grant of GNA for MW and submitted the requisite Bank Guarantees to CTU.
- D. Nodal Agency vide its letter intimation no. datedhas intimated final grant of GNA to(**Party Name**). Copy of Intimation letters and details of BG are annexed under "**Schedule A**" & "**Schedule B**" to the present agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The grant of GNA shall be as per CTU intimation ref. no. dated The same is annexed under “**Schedule-A**” to the present agreement.
2.**(Party Name)** shall enter into Connectivity Agreement as per FORMAT-CONN-CA-5(Cat-2) as per Regulation 10.4 of CBTE Regulations, 2019 inter-alia containing technical connection details along with any amendments (inclusive of amendments, if any, in future) as issued by CTU and it shall become an integral part of this agreement. Further, drawal/injection of power for the GNA granted under intimation no. datedshall be allowed only after signing of both the agreements viz. FORMAT-CONN-GNA-12(Cat-1) & FORMAT-CONN- CA-5(Cat-2) by the**(Party Name)**.
3. Treatment of delay in transmission system and generation projects shall be governed as per Regulation 14 of CBTE Regulations, 2019.
4. Payment of transmission & other charges shall be governed as per Regulation 30 of CBTE Regulations, 2019.**(Party Name)** shall be liable to establish payment security mechanism for payment of transmission charges and various grid related charges as per Regulation 33 of CBTE Regulations, 2019.
5.**(Party Name)** undertakes to comply with the mandate, requirements and obligations under the Electricity Act, 2003, and all applicable CERC/CEA Regulations/Detailed Procedures and amendments thereof or re-enactment, including but not limited to the following:-
 - i) Electricity Act, 2003;
 - ii) CERC (Connectivity and General Network Access to the inter-State transmission System) Regulations, 2022 and corresponding Detailed Procedure for Connectivity and GNA;
 - iii) Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020;
 - iv) Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023;
 - v) Central Electricity Regulatory Commission (Communication System for Inter –State transmission of Electricity) regulations, 2017;

- vi) CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007;
- vii) CEA (Technical Standards for construction of Electrical Plants and Electric Lines) Regulations, 2022;
- viii) CEA (Grid Standard) Regulations, 2010;
- ix) CEA (Safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011;
- x) CEA (Measures relating to Safety and Electricity Supply) Regulations, 2023;
- xi) CEA (Installation and Operation of Meters) Regulations, 2006;
- xii) CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020;
- xiii) CEA (Cyber Security in Power Sector) Guidelines, 2021;
- xiv) CEA (Manual of communication planning in Power System operation), March 2022;
- xv) Directions/Orders of the CERC/APTEL etc. *vis-a-vis* open access and liability emanating arising out of grant of open access.
- xvi) Any other applicable Act / Rules / Guidelines / Standards / Regulations / Procedures etc.

In case of any non-compliance of the above, treatment of the same shall be dealt by the Nodal Agency in terms of the relevant provisions of the law.

6. Confidentiality

The(**Party Name**) shall keep in confidence any information obtained under this GNA Agreement and shall not divulge the same to any third party without the prior written consent of the other party, unless such information is;

- a) in the public domain,
- b) already in the possession of the receiving party,
- c) required by the Govt. Ministries/ **RLDC/NLDC**/Agencies/Court of competent jurisdiction.

The information exchanged herein between the parties shall be used only for the purpose of, and in accordance with, this Agreement and for the purpose stated herein. This clause shall remain in force even after termination of the GNA Agreement.

7. By signing this agreement(**Party Name**) has agreed to indemnify

and hold the Nodal Agency harmless from and against any and all damages, losses, liabilities, obligations, penalties, cause of action, claims of any kind (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), suffered, incurred or paid, directly, as a result of, in connection with or arising out of and relating to exercise of Nodal Agency's actions pursuant to and in accordance with this agreement.

8. All correspondence/notices required or referred to under this agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by email, registered mail/speed post of the department of post with an acknowledgment due to other party(ies) as per authorization by parties.
9. Any dispute arising in connection with or incidental to cross-border trade of electricity shall be governed and resolved in accordance with the provisions of Regulation 34 of the Central Electricity Regulatory Commission (Cross Border Trade of Electricity) Regulations, 2019.
10. This agreement shall be valid from the date of signing of this agreement till the validity of GNA, subject to its revision as may be made by the parties to this agreement provided that this agreement may be mutually renewed or replaced by another agreement on such terms as the parties may mutually agree.

In witness whereof both the parties have executed this agreement through their authorized representative.

Witness

**For and on behalf of CTU
CENTRAL TRANSMISSION UTILITY OF INDIA LTD.
CIN: U40100HR2020GOI091857**

Signature :

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

**For and on behalf of
.....(Party Name)**

CIN:

Signature :.....

Signature:.....

Name:.....

Name:.....

Designation.....

Designation.....

SCHEDULE "A"

1. Copy of CTU letter ref. no. datedfor grant of Connectivity for MW to**(Party Name)**.
2. Copy of CTU letter intimation no. datedfor grant of GNA for MW to**(Party Name)**.

SCHEDULE "B"

Details of the Connectivity Bank Guarantee(s) submitted: -

<u>S.No.</u>	<u>Bank Guarantee(s)</u>	<u>BG No. and date</u>	<u>Amount</u>	<u>Bank</u>
1.	CONN-BG1			

Details of the GNA Bank Guarantee(s) submitted: -

<u>S.No.</u>	<u>Bank Guarantee(s)</u>	<u>BG No. and date</u>	<u>Amount</u>	<u>Bank</u>
1.	GNA-BG1			
2.	GNA-BG2			

SCHEDULE "C"

1. Copy of connectivity Agreement ref. no.