


सेंट्रल ट्रांसमिशन यूटिलिटी ऑफ इंडिया लिमिटेड
CENTRAL TRANSMISSION UTILITY OF INDIA LIMITED
(Wholly Owned Subsidiary of Power Grid Corporation of India Limited)
(A Government of India Enterprise)

Ref: CTUIL/SR2020/BCD/Amend-01

Date: 19.12.2023

In line with Clause 3 of Regulation 23 of CERC (Sharing of Inter-State Transmission Charges & Losses) Regulations, 2020, Billing, Collection & Disbursement (BCD) Procedure was published by CTU on 01.01.2021. Subsequently, CERC has notified amendment -1,2 & 3 to Sharing Regulations, 2020 and GNA Regulations have also come into force wef 01.10.2023. Electricity (Late payment surcharge) Rules were also notified by MOP on 03.06.2022.

In view of above, draft Amendment-1 to BCD procedure was published on CTU website and was also sent through e-mail to stake holders inviting their comments/suggestions on draft amendment. After receiving comments/suggestions Amendment-1 to BCD procedure has been finalized and same is enclosed for implementation as per Sharing Regulations, 2020.


19/12/23
(K. K. Jain)
GM (BCD & Reg.)

Amendment-1 to BCD procedure

1. Amendment to clause 1.3:

“and its amendments” shall be inserted before “comes into force”.

2. Amendment to clause 3:

(i) Sub-clause (c) & (d) of Clause 3.1 shall be deleted.

(ii) Sub-clause (e) of Clause 3.1 shall be substituted as given below:

“Transmission charges for T-GNA & T-GNA_{RE} transactions collected in a billing month, shall be adjusted to the drawee DICs in proportion to their share in the first bill in the following billing month as per clause (3) of Regulation 11 of Sharing Regulations, 2020.”

(iii) Sub-clause (f) of Clause 3.1 shall be substituted as given below:

“Payment received towards deviation charges during a billing month shall be adjusted to drawee DICs in proportion to their share in the first bill in the following billing month as per clause (3) of Regulation 12 of Sharing Regulations, 2020.”

(iv) Sub-clause (a) of Clause 3.2 shall be substituted as given below:

“Second bill shall be raised on quarterly basis for April to June(Q1), July to September(Q2), October to December (Q3) and January to March(Q4) period. The Second bill shall be raised in the months of September, December, March and June for Q1, Q2, Q3 and Q4 respectively.”

(v) “(as applicable for RTM & TBCB)” shall be inserted before “and any other charges leviable” in sub-clause (b) of Clause 3.2.

(vi) Word “LTA” shall be substituted by words “GNA/GNA_{RE}” and word “drawee” shall be inserted before “DICs(recovery /refund wrt YTC)” in sub-clause (i) of Clause 3.2.

(vii) Word “drawee” shall be inserted before “DICs” in sub-clause (c) of Clause 3.4.

3. Amendment to clause 5:

- (i) Sub-clause (d) of Clause 5.1 shall be substituted as given below:

“In case CTUIL provides tax exemption certificate under Section 197 of Income Tax Act from the Tax Authorities, DICs shall not deduct TDS against the bills raised by CTUIL. For the cases where TDS is deducted by DIC in the name of CTUIL, whose name is not included in the exemption certificate/or exemption limit is insufficient, the same shall be apportioned to all ISTS Licensees.

CTUIL shall deduct the TDS while disbursing payments to the ISTS Licensees & issue TDS Certificates to the ISTS Licensees accordingly.”

- (ii) Word “drawee” shall be inserted before “DICs” in sub-clause (c) of Clause 5.2.
- (iii) Word “STOA” shall be substituted by words “T-GNA & T-GNARE” in sub-clause (d) of Clause 5.2.
- (iv) Word “if any” shall be inserted before “from payment against any bill” in Clause 5.5.

4. Amendment to clause 6:

- (i) “January to June and July to December” shall be substituted with “April to September and October to March” in sub-clause (a) of Clause 6.2.
- (ii) “as per format enclosed at Annexure – 9” shall be inserted after “Reconciliation shall be done” in sub-clause (e) of Clause 6.2.

5. Amendment to clause 9:

- (i) Sub-clause (f) of Clause 9.1 shall be deleted.

6. Amendment to clause 11:

- (i) Sub-clause (11.2) of Clause 11.0 shall be substituted as given below:

“Failure on the part of a DIC to make payment, in full, against the bills shall make such DIC liable for action as per Electricity (Late Payment Surcharge) Rules, 2022. and amendments, if any, issued in future.”

- (ii) Sub-clause (11.3) of Clause 11.0 shall be substituted as given below:

“In case of failure on the part of any DIC in its liability to:

- a) maintain the Letter of Credit or such other instrument of payment security mechanism for the required amount in accordance with Clause (2) of Regulation 19 of Sharing regulations, 2020 and amendments thereof; or,
- b) replenish the Letter of Credit or such other instrument of payment security mechanism in accordance with Clause (3) and Clause (5) of Regulation 19 of Sharing Regulations, 2020 and amendments thereof; or
- c) renew the Letter of Credit or such other instrument of payment security mechanism in accordance with Clause (6) of Regulation 19 of Sharing Regulation, 2020 and amendments thereof.

CTU may regulate the supply of power of the concerned DIC as per Electricity (Late Payment Surcharge) Rules, 2022 and amendments thereof;”

7. Amendment to clause 13:

- (i) Sub-clause (13.2) of Clause 13.0 shall be substituted as given below:

“NLDC/RLDCs shall transfer the amount collected against T-GNA & T-GNA_{RE} transactions and furnish the details of these transactions including TDS, if any, to CTU by the 15th day of the following month for calculation of adjustment of proceeds of T-GNA & T-GNA_{RE} in line with the clause 11(3) of Sharing Regulations, 2020. The details of T-GNA & T-GNA_{RE} transactions shall include details of Applicant, Injecting Utility, Drawee Utility, embedded utility with name of the state, quantum, Trans. Charges for T-GNA & T-GNA_{RE} etc.”

- (ii) Word “STOA” shall be substituted by “T-GNA & T-GNA_{RE}” in Sub-clause (13.3) of Clause 13.0.

8. Amendment to clause 14:

- (i) “as amended from time to time” shall be inserted after “As per Sharing Regulations 2020” and “bays &” shall be inserted after “billing of drawl ICTs along with associated” in sub-clause (14.3) of clause 14.0.

9. Amendment to clause 15:

- (i) Word “LTA/MTOA” shall be substituted by “GNA/GNA_{RE}” in clause 15.0.
- (ii) “13(1)” shall be substituted by “13(2)” and “LTA/MTOA” shall be substituted by “GNA/GNA_{RE}” in sub-clause (15.1) of clause 15.0.

10. Amendment to Annexure-8:

- (i) Clause 1 of Annexure-8 shall be substituted as given below:
“Due date in relation to any Bill shall mean the Forty fifth (45th) day from the date on which such Bill is raised by Central Transmission Utility of India Ltd, referred hereinafter as CTUIL).”

- (ii) Word “CTU (POWERGRID)” shall be substituted by “CTUIL” in Clause (2) & Clause 2(d).
- (iii) “approved by Central Electricity Regulatory Commission (CERC)” shall be substituted by “published by CTUIL” in clause 2(d) of Annexure-8.
- (iv) Word “POWERGRID” shall be substituted by “CTUIL” and “CTU (POWERGRID)” shall be substituted by “CTUIL” in clause 4 of Annexure-8.
- (v) “CTU (POWERGRID)” shall be substituted by “CTUIL” in clause 5 of Annexure-8.
- (vi) “CTU” shall be substituted by “CTUIL” in clause 11 of Annexure-8.
- (vii) “Power Grid Corporation of India Ltd.” shall be substituted by “CTUIL” and “CTU (POWERGRID)” shall be substituted by “CTUIL” in clause 12 of Annexure-8.

11. New Annexure:

- (i) A new annexure (9) shall be inserted after Annexure-8.

Format: CTU/BCD/ISTS/RECON/01

Joint Reconciliation between CTU & ISTS Licensee (Lic name) for period from..... To.....

Part-1

Sr No.	Period	Description	Amount as per CTU	Amount as per ISTS Licensee	Difference	Remarks
A	As on	Opening balance				
B		Past Period Charges billed				
1	Period....	Tr. Charges/Others Charges etc.				
2	Period....	Tr. Charges/Others Charges etc.				
C		Billing for current period of Recon				
1	Period....	Transmission Charges				
2	Period....	Transmission Charges				
3	Period....	Other Charges				
D		Sub-Total (Billing)				
E		Payments				
1		Cash				
2		Rebate				
3		Adjustment Rebate (Bill-1)				
4		TDS by DICs				
5		TDS by CTUIL				
F		Sub-Total (Payments)				
G	As on	Closing Balance				

Part-2 : Details of difference in closing balance

Sr. No.	Amount	Details of difference

Signed on behalf of CTUIL

Signed on behalf of ISTS Licensee