

**CENTRAL ELECTRICITY REGULATORY COMMISSION
NEW DELHI**

**Coram: Dr. Pramod Deo, Chairperson
Shri S.Jayaraman, Member
Shri V.S.Verma, Member
Shri M.Deena Dayalan, Member**

No. L-1/44/2010-CERC

Date of Order: 29.4.2011

In the matter of

Approval of Transmission Service Agreement, Revenue Sharing Agreement, Billing, Collection and Disbursement Procedure under Central Electricity Regulatory Commission (Sharing of Transmission Charges and Losses), Regulations, 2010.

And

In the matter of

Power Grid Corporation of India Ltd. (PGCIL)

..... Respondent

ORDER

In accordance with the provisions of Chapters 5 and 6 of the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2010 (hereinafter "Sharing Regulations"), Power Grid Corporation of India Ltd. (PGCIL) in its capacity as the Central Transmission Utility has submitted the draft Transmission Service Agreement, Revenue Sharing Agreement and Billing, Collection and Disbursement Procedure after taking into consideration the comments received from the stakeholders upto 3.12.2010 vide its letter No. C/01/Tr.Sh dated 31.12.2010.

2. The Commission after detailed examination of the provisions of the above noted documents hereby accord approval as per the Annexures appended to this order.

- (i) Transmission Service Agreement (Annexure-I)
- (ii) Revenue Sharing Agreement (Annexure-II)
- (iii) Billing, Collection and Disbursement Procedure (Annexure-III)

3. The CTU is directed to give wide publicity to these documents on their website. CTU is further directed to take necessary action for getting the Transmission Service Agreement and Revenue Sharing Agreement signed by the concerned parties at the earliest.

Sd/-	Sd/-	Sd/-	Sd/-
(M.DEENA DAYALAN) MEMBER	(V.S.VERMA) MEMBER	(S.JAYARAMAN) MEMBER	(Dr. PRAMOD DEO) CHAIRPERSON

MODEL TRANSMISSION SERVICE AGREEMENT



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AGREEMENT

This Agreement is made on this [___] day of [___] of [201_] by and between the persons whose names and registered offices are set out in Schedule 1 including their successors and permitted assigns

WHEREAS

- A. The Central Electricity Regulatory Commission (CERC) in exercise of the powers conferred under section 178 read with Part V of the Electricity Act, 2003 (36 of 2003), has issued regulations for Sharing of Inter State Transmission Charges and Losses in June, 2010 (hereinafter referred to as “**Sharing Regulations**”), pursuant to which the Central Transmission Utility (CTU) is entering into this Transmission Service Agreement (TSA) with all the ISTS Licensees, Deemed ISTS Licensees, other non-ISTS Licensees whose assets have been certified as being used for interstate transmission by the RPCs. and the Designated ISTS Customers (DICs) to govern the provision of inter-State transmission services including sharing of transmission charges and losses amongst the DICs, and disbursing the transmission charges collected by the CTU to respective ISTS Licensees and other non-ISTS Licensees as per the Revenue Sharing Agreement (RSA);

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- B. This Transmission Service Agreement shall be the Model Transmission Service Agreement and shall mandatorily apply to all the DICs and ISTS Licensees. Signing of this Transmission Service Agreement shall not be a pre-condition for construction of new network elements by the CTU and ISTS Licensees, where such network construction is undertaken after due approval of the Commission;
- C. This Transmission Service Agreement may be amended from time to time by the parties to the said agreement consistent with the provisions of the Sharing Regulations or as may be directed by the Commission from time to time;
- D. The development of an ISTS Scheme including any scheme which is under construction would continue to be governed in accordance with the Indemnification Agreement or Bulk Power Transmission Agreement or Transmission Service Agreement or any such agreement, as entered into between the concerned ISTS Licensee and the concerned DIC (s)(erstwhile beneficiary) to the extent relevant to the development, construction and commissioning of the elements referred therein till such time the said element is for commercial operation and actually brought into the operations, post which the terms and conditions of this TSA would come into force;
- E. The persons listed in **Schedule - I** are parties to this Transmission Service Agreement. Any new DIC or ISTS Licensee, for the purpose of availing or providing inter-State transmission services, as the case may be, shall enter into a Supplementary Agreement (as per Annexure A) pursuant to this Transmission Service Agreement, thereby binding itself to this Agreement;
- F. All the invoices pertaining to provision of ISTS services for the period up to the Effective Date (including any arrears thereof) would be raised and realized directly by the ISTS Licensee from its beneficiaries, as per their earlier arrangements. Any fund arising out of various indemnification or Liquidated damages provisions contained in existing agreement such as TSA for Competitive bidding projects, BPTA with LTA customers, Indemnification agreement between generator and CTU etc prior to Commercial Date of Operation(COD) shall not be covered in this agreement and would continue to be settled among parties in terms of those agreements.

Articles

1.0 Definitions and Interpretations

1.1 Definitions

Unless the context otherwise requires the words/ expressions when used in this Agreement shall have the respective meanings as specified below:

“Act” means the Electricity Act, 2003 (36 of 2003) and any subsequent amendment made thereto;

Application Period”, “Approved Injection”, “Approved Additional Medium Term Injection”, “Approved Short Term Injection”, “Approved Withdrawal”, “Approved Additional Medium Term Withdrawal”, “Approved Short Term Withdrawal”, “Deemed Inter State Transmission System” or “Deemed ISTS”, “Designated ISTS Customers” or “DICs”, “Grid Code” “Implementing Agency”, “Inter-State Generating Station”, “ Loss Allocation Factor”, “Point of Connection (PoC) Charging Method”, “Point of Connection Transmission Charges” or “PoC Charges”, and “Yearly Transmission Charge” or “YTC” shall have the meaning, as defined in the Sharing Regulations; and any amendments made thereof;

“Availability” means the availability of the transmission system calculated in accordance with CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and any subsequent enactment thereof.

“CEA” means the Central Electricity Authority constituted under Section 70 of the Electricity Act, 2003;

“CERC” or “Commission” means the Central Electricity Regulatory Commission constituted under Section-76 of the Electricity Act, 2003;

“Central Transmission Utility” or “CTU” means the utility notified by the Central Government under Section 38 of the Electricity Act, 2003;

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“Change in law” shall have the meaning as ascribed in Article 14 of this Agreement;

“Competent Court of Law” means the Supreme Court or any High Court, or any tribunal or any similar judicial or quasi-judicial body in India adjudicate upon issues arising out of the implementation of the agreement ;

“Consultation Period” means the period of sixty (60) days or such longer period as the concerned DIC and CTU or the concerned ISTS Licensee and CTU, depending upon the case, may agree, commencing from the date of issue of notice, as provided in Article 16.0 of this Agreement, for consultation to mitigate the consequence of the relevant event having regard to all the circumstances;

“Date of commercial operation” or **“COD”** shall have the meaning as defined in Regulation 3(12) of the CERC (Terms and Conditions of Tariff) Regulations, 2009 and amended from time to time and any subsequent enactment thereof ;

“Due Date” means, in relation to any bill the thirtieth day from the date which such bill is raised and published on the website of CTU for payment by the DIC;

“Effective Date” shall have the meaning as ascribed thereto in Article 3 of this Agreement;

“Element” means each Transmission Line or each circuit of the Transmission Lines (where there are more than one circuit) or each bay of Sub-station or switching station or HVDC terminal or inverter station including ICTs, Reactors, SVC, FSC etc. forming part of the ISTS, which is owned, operated and maintained by the concerned ISTS Licensee;

“Financing Agreements” means the agreements pursuant to which the concerned ISTS Licensee is to finance its part of the ISTS including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of the DICs;

“Force Majeure” and **“Force Majeure Event”** shall have the meaning as assigned in Article 14.0 of this agreement;

“Indian Governmental Instrumentality” means Government of India, Government of any State in India or any Ministry, Department, Board, Authority, Agency, Corporation, Commission under the direct or indirect control of Government of India or any State Government or both, any political sub-division of any of them including any court or Appropriate Commission or Tribunal or Judicial or quasi-Judicial body in India but excluding Transmission Service Provider and DIC;

“Letter of Credit” or **"LC"** means a confirmed unconditional, irrevocable, revolving Letter of Credit opened by a DIC in favour of the CTU with any scheduled bank;

“Lenders” means the banks, financial institutions, multilateral funding agencies, non banking financial companies registered with the Reserve Bank of India (RBI); insurance companies which are registered with Insurance Regulatory and Development Authority (IRDA); pension funds regulated by Pension Fund Regulatory and Development Authority (PFRDA); mutual funds registered with Securities and Exchange Board of India (SEBI), etc., including their successors and assigns, who have agreed on or before COD of the concerned Element to provide the concerned ISTS Licensee with senior debt financing, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned;

Provided that, such assignment or transfer shall not relieve the concerned ISTS Licensee of its obligations to the DICs under this Agreement in any manner and shall also does not lead to an increase in the liability of any of the DICs;

“Lenders Representative” means the person notified by the Lenders in writing as being the representative of the Lenders and such person may from time to time be replaced by the Lenders pursuant to the Financing Agreements by written notice to the concerned ISTS Licensee;

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“Monthly Transmission Charge” means the transmission charges (inclusive of incentives) payable for each calendar month as determined in accordance with the CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and subsequent amendment thereof or the transmission charges arrived through competitive bidding as adopted by the Appropriate Commission under Section 63 of the Act;

“Party” shall mean a signatory to this Agreement, which shall be CTU or a DIC or an ISTS Licensee, and **"Parties"** shall mean a joint reference to all the signatories to this Agreement, which shall be CTU, all the DICs and all the ISTS Licensees;

“Prudent Utility Practices” mean the practices, methods and standards that are generally accepted internationally from time to time by electric transmission utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the transmission system and which practices, methods and standards shall be adjusted as necessary, to take account of:

- a. operation, repair and maintenance guidelines given by the manufacturers,
- b. the requirements of Law, and
- c. the physical conditions at the Site
- d. the safety of operating personnel and human beings

“Site” in relation to a substation, switching station or HVDC terminal or inverter station, means the land and other places upon which such station / terminal is established;

“Transmission Service Agreement” or **“this Agreement”** or **“TSA”** means this agreement together with the Schedules, Annexure, and Documents referred to herein, as amended or modified from time to time;

“Working Day” means any day except Saturday, Sunday and statutory holiday.

Words and expressions used in this Agreement and not defined herein but defined

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in the Act or Regulations made by the Commission, shall have the meanings assigned to them respectively in the Act, and Regulations made by the Commission from time to time and General Clause Act failing which it shall bear the ordinary English meaning.

1.2 Interpretations

Save where the contrary is indicated, any reference in this Agreement to:

“Agreement” shall be construed as including a reference to its Schedules, Annexures and Documents;

“Rupee”, **“Rupees”** and **“₹”** denotes lawful currency of India;

“Crore” means a reference to ten million (10,000,000) and a **“Lakh”** means a reference to one tenth of a million (1,00,000);

“encumbrance” means a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

“indebtedness” means to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

“person” shall have the same meaning as defined in Section 2 (49) of the Act;

“winding-up”, **“dissolution”**, **“insolvency”**, or **“reorganization”** shall have the same meaning as defined in the Companies Act, 1956 ;

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

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- 1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.7 Any interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.
- 1.2.8 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement.

2.0 Parties to the Agreement

2.1 Existing Designated ISTS Customers (DICs) & ISTS Licensees

- 2.1.1 The DICs and ISTS Licensees, as mentioned in **Schedule - I**, shall enter into this Agreement and bind themselves to the terms of this Agreement as on the date of Sharing Regulations coming into force.
- 2.1.2 In the event of any conflict between the existing Bulk Power Transmission Agreements (BPTA) or Transmission Service Agreement (TSA) and this Agreement, the terms of this Agreement shall supersede, as far as the sharing of transmission charges are concerned.
- 2.1.3 An ISGS who is not a signatory to a BPTA or TSA too shall enter into this Agreement and bind itself to the terms of this Agreement
- 2.1.4 Non-ISTS Licensees whose assets have been certified as being used for inter-

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State transmission by the RPCs.

2.2 New Designated ISTS Customers (DICs) & ISTS Licensees

2.2.1 This Agreement shall be signed by all new DICs intending to connect to and/or use the ISTS.

2.2.2 This Agreement shall be signed by all new ISTS Licensees intending to provide ISTS services and to develop and maintain any part of the ISTS network.

2.2.3 Any new DIC or ISTS Licensee shall become a party to this Agreement subject to and in accordance with the provisions of this Agreement by execution of Supplementary Agreement, as annexed at Annexure - A, by such DIC or ISTS Licensee and the CTU.

2.2.4 Each Party hereby irrevocably and unconditionally authorizes CTU to execute on behalf of such Party any Supplementary Agreement duly executed by the new DIC or ISTS Licensee, as the case may be, and to thereby admit the new DIC or ISTS Licensee, as the case may be, as a Party to this Agreement. Agreements as such executed, shall be deemed to have been signed by all the existing parties of the TSA. A copy of such Supplementary Agreement shall be sent by the CTU to all the ISTS Licensees and DICs.

2.2.5 Upon execution of the Supplementary Agreement by both CTU and the new DIC or ISTS Licensee in accordance with Article 2.2.4 of this Agreement, the new DIC or ISTS Licensee shall become a Party to this Agreement.

2.3 Owners of Deemed ISTS shall be considered deemed signatories to this Agreement and therefore all such rights and obligations, as applicable to ISTS Licensees shall be applicable to them mutatis mutandis.

3.0 Effectiveness of the Agreement

3.1 For the existing DICs and ISTS Licensees, this Agreement shall be effective from the date, as notified under Sharing Regulations or as notified by the Commission.

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- 3.2 Any new DICs or new ISTS Licensees shall be Party to this Agreement from the date of signing of the Supplementary Agreement, as executed between the CTU and the new DIC or ISTS Licensee, as the case may be.
- 3.3 For the owners of RPC certified lines, this Agreement shall be effective from the date of such approval by RPC and inclusion of these assets in the calculation of Point of Connection (PoC) charges.
- 3.4 From the Effective Date, each Party undertakes to each other Party to comply with and to perform its obligations in accordance with and subject to this Agreement.

4.0 Description of inter-State Transmission System (ISTS)

4.1 Existing ISTS

- 4.1.1 The list of ISTS presently owned, operated and maintained by ISTS Licensees in the country is detailed in **Schedule - II**.

4.2 Deemed ISTS

- 4.2.1 The provisions of this Agreement shall be applicable to Deemed ISTS, as detailed in **Schedule - II**.
- 4.2.2 Any additions/ deletions to the existing list as certified by the RPCs and approved by the Commission shall be intimated to the DICs by the Regional Power Committee (RPC). Such modifications shall form part of **Schedule - II** of this Agreement and shall be governed by the terms and conditions contained herein.

4.3 New ISTS Schemes

- 4.3.1 New ISTS Schemes shall be as identified in consultation with the stakeholders, by CEA and CTU.
- 4.3.2 Any element that may be added to the ISTS detailed in Article 4.1.1 and declared

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for commercial operation by the concerned ISTS Licensee will be intimated to the DICs by the ISTS Licensee or the CTU, as and when these are declared under commercial operation. Such addition shall form a part of Schedule - II of this Agreement and shall be governed by the terms and conditions as contained herein.

- 4.3.3 CTU shall notify all the ISTS Licensees and the DICs, as and when such element, as mentioned in Article 4.3.2 comes into operation.

5.0 Operation and Maintenance of the ISTS

5.1 Operation and Maintenance of the ISTS

- 5.1.1 The ISTS Licensees shall be responsible for ensuring that the ISTS is operated and maintained in accordance with the regulations made by the Commission and CEA from time to time and the provisions of the Act.

6.0 Availability of the ISTS Scheme

6.1 Calculation of Availability of the ISTS Scheme/ Element:

The calculation of Availability for the elements and for the ISTS Scheme, as the case may be, shall be as per the CERC (Terms and Conditions of Tariff) Regulations, 2009 as may be amended from time to time and any subsequent enactment thereof.

- 6.2 The Target Availability of the ISTS Scheme shall be as per the norms mentioned in CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and any subsequent enactment thereof.

7.0 Declaration and Approval of Contracted Capacity at each node or aggregation of nodes in the ISTS for each Designated ISTS Customer (DIC)

- 7.1 The declaration and approval of the contracted capacity at each node or aggregation of the nodes in the ISTS for each DIC shall be as per the Sharing Regulations.

8.0 Sharing of Transmission Charges

8.1 The methodology for PoC charges calculation shall be as per Sharing Regulations, and any subsequent amendment made thereto.

8.2 All the DICs agree to pay the PoC charges as calculated by the Implementing Agency.

8.3 Point of Connection (PoC) Charges for Long Term Access, Medium Term Open Access and Short Term Open Access

8.2.1 There shall be no differentiation in PoC charges, as determined by the Implementing Agency for the Application Period, among the long-term access, medium-term open access and short-term open access to the ISTS.

8.3 Computation of PoC Charges

8.3.1 The computation of PoC charges shall be as per the Sharing Regulations and any subsequent amendment made thereto.

9.0 Sharing of Other Charges

9.1 Other charges such as license fee, petition filing fee, publication expenses, ULDC charges for non-POSOCO assets, charges for communication systems, EMSS/SCADA charges etc. which are approved by the Commission shall be billed separately by CTU and paid by the respective beneficiaries/DICs as per the terms and conditions specified in the relevant notification(s)/Order(s) issued by the Commission from time to time.

9.2 Any other charges arising out of any adjustments (other than those covered under bill 3), reconciliation etc. shall be billed by CTU and paid to by the respective DICs. The bills shall be raised as and when required.

10.0 Transmission Losses

- 10.1 The total transmission losses of the ISTS shall be allocated amongst the DICs in accordance with the Sharing Regulations and any subsequent amendments made thereto.
- 10.2 All the DICs agree to share the transmission losses as calculated by the Implementing Agency.

11.0 Metering and Accounting

11.1 Metering

- 11.1.1 The installation, operation, maintenance and testing of the Special Energy Meters (SEMs) shall be in accordance with the CEA (Installation and Operations of Meters) Regulations and any subsequent amendments made thereto.
- 11.1.2 The responsibility for downloading and onward transmission of the metered data of the (SEMs) from the pre-identified locations shall be as per the Grid Code and any subsequent amendments made thereto.

11.2 Accounting of PoC Charges

11.2.1 Regional Transmission Accounts

- 11.2.1.1 The Regional Power Committee (RPC) shall issue the Regional Transmission Accounts on the first (1st) Working Day of the month as per the Sharing Regulations, for the previous month to all the DICs, CTU and ISTS Licensees.

11.2.2 Regional Transmission Deviation Accounts

- 11.2.2.1 The RPC shall issue the Regional Transmission Deviation Accounts by fifteenth (15th) day of the month in accordance with the Sharing

Regulations.

12.0 Billing, Collection and Disbursement of Transmission Charges

12.1 The DICs and the ISTS Licensees shall abide by the detailed “Billing, Collection and Disbursement Procedure” of CTU, as approved by the Commission and such “Billing Collection and Disbursement Procedure” shall be construed, as part of this Agreement.

12.2 The CTU shall raise bills, collect and disburse in accordance with the detailed “Billing, Collection and Disbursement Procedure”.

12.3 Each DIC unequivocally agrees to allow CTU to enforce recovery of payment through Letter of Credit on behalf of all the ISTS Licensees in the event of default in payment by the DIC, in accordance with the detailed “Billing, Collection and Disbursement Procedure”.

12.4 The DICs also agree and empower the CTU to undertake Regulation of Power Supply, to recover charges under the provisions of CERC (Regulation of Power Supply) Regulations, 2010 and any amendments thereof.

12.5 If payment by a DIC against any invoice raised under Billing, Collection and Disbursement procedure is outstanding beyond thirty (30) days after the due date or in case the required Letter of credit or any other agreed payment security mechanism is not maintained by the DIC, the CTU is empowered to undertake Regulation of Power Supply on behalf of all the ISTS Licencees so as to recover charges under the provisions of CERC (Regulation of Power Supply) Regulations, 2010 and any amendments thereof.

12.6 Payment by DICs

12.6.1 Payment by DICs to the CTU shall be executed through RTGS in accordance with the “Billing, Collection and Disbursement Procedure”.

13.0 Disbursement by CTU to ISTS Licensees

13.1 As per the Revenue Sharing Agreement entered into between the CTU and ISTS Licensees, the CTU shall collect PoC charges and thereafter distribute the same to ISTS Licensees in accordance with the detailed “Billing, Collection and Disbursement Procedure”.

13.2 Delayed payment or partial payment or non-payment of transmission charges in a month by any DIC shall result in pro-rata reduction in the payouts to all the ISTS Licensees and owners of Deemed ISTS.

13.3 Payment by CTU

13.3.1 Payment by CTU to all the ISTS Licensees and owners of Deemed ISTS, whose charges have been considered while arriving at PoC, shall be executed through RTGS in accordance with the terms of Revenue Sharing Agreement entered into by and between the CTU and ISTS Licensees.

14.0 Force Majeure

The following terms shall have the meanings given hereunder.

14.1 An ‘Affected Party’ means any of the DICs or the ISTS Licensees whose performance has been adversely affected by an event of Force Majeure.

14.2 A ‘Force Majeure’ means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

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14.2.1 Natural Force Majeure Events

- (a) Act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years,

14.2.2 Non-Natural Force Majeure Events:

- (a) Direct Non-Natural Force Majeure Events
 - (i) Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of any ISTS Licensee; or
 - (ii) the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consents, Clearances and Permits required by an ISTS Licensee to perform its obligations under this Agreement, provided that a Competent Court of Law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or
 - (iii) any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the ISTS Licensee, provided that a Competent Court of Law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down
- (b) Indirect Non - Natural Force Majeure Events
 - (i) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or
 - (ii) radio active contamination or ionising radiation originating from a

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source in India or resulting from any other Indirect Non Natural Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party; or

- (iii) industry wide strikes and labour disturbances, having a nationwide impact in India

14.3 Force Majeure Exclusions

14.3.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Affected Party and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure

14.3.2 Delay in the performance of any Contractors or their agents

14.3.3 Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment

14.3.4 Strikes or labour disturbance at the facilities of the Affected Party

14.3.5 Insufficiency of finances or funds or the Agreement becoming onerous to perform; and

14.3.6 Non-performance caused by, or connected with, the Affected Party's:

- (a) negligent or intentional acts, errors or omissions;
- (b) failure to comply with an Indian Law; or
- (c) breach of, or default under this Agreement

14.4 Notification of Force Majeure Event

14.4.1 The Affected Party shall give notice to the other Party and the CTU of any event

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of Force Majeure as soon as practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as practicable after reinstatement of communications, but not later than one (1) working day after such reinstatement

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party and the CTU regular reports on the progress of those remedial measures and such other information as the other Party and the CTU may reasonably request about the Force Majeure.

14.4.2 The Affected Party shall give notice to the other Party and the CTU of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations

14.5 Duty to perform and duty to mitigate

14.5.1 To the extent not prevented by a Force Majeure Event, the Affected Party shall continue to perform its obligations as provided in this Agreement. The Affected Party shall use its efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

14.6 Available Relief for a Force Majeure Event

14.6.1 Subject to this Article 14

14.6.1.1 The Affected Party shall not be in breach of its obligations pursuant to this

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Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

14.6.1.2 Each DIC or ISTS Licensee shall be entitled to claim relief for a Force Majeure Event affecting its performance in relation to its obligations under this Agreement;

14.6.1.3 It is clarified that the computation of Availability under outage due to Force Majeure Event shall be in accordance with the CERC (Terms and Conditions of Tariff) Regulations, 2009 as amended from time to time and any subsequent enactment thereof.

15.0 Change in Law

15.1 Change in Law

15.1.1 Change in Law means the occurrence of any of the following after the Effective Date, resulting into any addition/ reduction in the Monthly Transmission Charges, as determined or adopted by the Commission.

15.1.2 the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;

15.1.3 a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

15.1.4 the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;

15.1.5 a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits;

15.1.6 any change in tax or introduction of any tax made applicable for providing

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transmission service by the ISTS Licensee, as per the terms of this Agreement;
and

15.2 Notwithstanding anything contained in this Agreement, Change in Law shall not cover any change on account of regulatory measures by the Appropriate Commissions.

15.3 Relief for Change in Law

15.3.1 Any adjustment in the Monthly Transmission Charges on account of Change in Law shall be determined and effective from such date, as decided by the Commission whose decision shall be final and binding on the Parties, subject to rights of appeal provided under applicable Law. Further, in case of ISTS systems awarded through competitive bidding process under section 63 of the Electricity Act, the reference date for determining the implications of Change in law shall be seven (7) days prior to the relevant bid due date for submission of tariff bid.

16.0 Events of Default and Termination

16.1 Event of Default of the ISTS Licensee

16.1.1 The occurrence and continuation of any of the following events shall constitute an ISTS Licensee Event of Default, unless any such ISTS Licensee Event of Default occurs as a result of the DIC Event of Default or a Force Majeure Event:

16.1.2 If the ISTS Licensee:

16.1.2.1 assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to its assets in contravention of the provisions of this Agreement.

16.1.2.2 transfers or novates any of its obligations pursuant to this Agreement, in a

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manner contrary to the provisions of this Agreement except where such transfer is in pursuance of a Law and

- (a) it does not affect the ability of the transferee to perform, and such transferee has the financial and technical capability to perform, its obligations under this Agreement;
- (b) is to a transferee who assumes such obligations under this Agreement remains effective with respect to the transferee.

16.1.3 If:

16.1.3.1 the ISTS Licensee becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

16.1.3.2 any winding up or bankruptcy or insolvency order is passed against the ISTS Licensee; or

16.1.3.3 the ISTS Licensee goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the ISTS Licensee will not be an ISTS Licensee Event of Default where such dissolution or liquidation of the ISTS Licensee is for the purpose of a merger, consolidation or reorganization with the approval of the CERC as per the provisions of CERC (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, 2006, and any amendment made thereof; or

16.1.4 Revocation of the transmission license of the ISTS Licensee; or

16.1.5 The ISTS Licensee fails to achieve monthly target availability, as specified in CERC (Standards of performance of ISTS Licensees) Draft Regulations, 2010 (effective from the date of Notification of Final Regulations), for a period of six

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(6) consecutive months or for a non-consecutive period of six (6) months within any continuous aggregate period of eighteen (18) months except where the Availability is affected by Force Majeure Events as per Article 14; or

16.1.6 Any of the representations and warranties made by the ISTS Licensee in Article 19.2.1 of this Agreement being found to be untrue or inaccurate; or

16.1.7 The ISTS Licensee fails to comply with the prevailing regulations including the Indian Electricity Grid Code or is in material breach of this Agreement and such material breach is not rectified by the ISTS Licensee within thirty (30) days of receipt of notice in this regard from the concerned DIC or the CTU.

16.2 Event of Default of a DIC

16.2.1 The occurrence and continuation of any of the following events shall constitute a DIC Event of Default, unless any such DIC Event of Default occurs as a result of the ISTS Licensee Event of Default or a Force Majeure Event:

16.2.1.1 A DIC fails to comply with the prevailing regulations including the Indian Electricity Grid Code or is in material breach of this Agreement and such material breach is not rectified by the said DIC within thirty (30) days of receipt of notice in this regard from the concerned ISTS Licensee or the CTU;

16.2.1.2 Any of the representations and warranties made by the DIC in Article 19.1.1 of this Agreement being found to be untrue or inaccurate; or

16.2.1.3 If

(a) a DIC becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days; or

(b) any winding up or bankruptcy or insolvency order is passed against a DIC; or

- (c) a DIC goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that it shall not constitute a DIC Event of Default where such dissolution or liquidation of such DIC is for the purpose of a merger consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement, similar to such DIC and expressly assumes all obligations of such DIC under this Agreement and is in a position to perform them.

16.3 Cessation of ISTS Licensee being Party to this Agreement

16.3.1 Upon the occurrence and continuance of the ISTS Licensee Event of Default under Article 16.1, the CTU shall serve notice on the concerned ISTS Licensee, with a copy to the Commission, which shall specify in reasonable detail, the circumstances giving rise to such notice.

16.3.2 Following the issue of such notice, as mentioned in Article 16.3.1, the Consultation Period shall apply and CTU and the concerned ISTS Licensee discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

16.3.3 During the Consultation Period, the ISTS Licensee shall, save as otherwise provided in this Agreement, continue to perform its obligations under this Agreement, and it shall not remove any material or equipment, without prior consent of the CTU.

16.3.4 Following the expiry of the Consultation Period, unless the CTU and the concerned ISTS Licensee shall have otherwise agreed to the contrary or the circumstances giving rise to such notice as mentioned in Article 16.3.1 shall have ceased to exist or shall have been remedied, the concerned ISTS Licensee shall cease to be a Party to this Agreement and the CTU shall issue a written notice (“Termination Notice”) of thirty (30) days to this effect with a copy to the Commission and Implementing Agency. Unless the Lenders of the concerned ISTS Licensee have exercised their rights of substitution as per the

provisions of Article 17.3 of this Agreement and the Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Commission, the concerned ISTS Licensee shall cease to be a Party to this Agreement on the date of expiry of the Termination Notice. Thereupon, the CTU shall approach the CERC seeking revocation of the transmission license as per the provisions of the Electricity Act, 2003.

16.4 Cessation of DIC being Party to this Agreement

16.4.1 Upon the occurrence and continuance of a DIC Event of Default under Article 16.2, the CTU may serve notice on the concerned DIC, with a copy to the CERC, which shall specify in reasonable detail, the circumstances giving rise to such Notice.

16.4.2 Following the issue of such notice, as mentioned in Article 16.4.1, the Consultation Period shall apply and CTU and the concerned DIC discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

16.4.3 During the Consultation Period, the DIC shall, save as otherwise provided in this Agreement, continue to perform its obligations under this Agreement.

16.4.4 Following the expiry of the Consultation Period, unless the CTU and the concerned DIC shall have otherwise agreed to the contrary or the circumstances giving rise to such notice as mentioned in Article 16.4.1 shall have ceased to exist or shall have been remedied, the concerned DIC shall cease to be a Party to this Agreement and the CTU shall issue a written notice (“Termination Notice”) of thirty (30) days to this effect with a copy to the Commission and Implementing Agency. Unless the Lenders of the concerned ISTS Licensee have exercised their rights of substitution as per the provisions of Article 17.3 of this Agreement and the Commission has agreed to such substitution rights of the Lenders or otherwise directed by the Commission, the concerned DIC shall cease to be a Party to this Agreement on the date of expiry of the Termination Notice

17.0 Assignments and Charges

17.1 Assignments

17.1.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, except as provided in Article 17.2.4.

17.2 Permitted Charges

17.2.1 Any ISTS Licensee shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement except as permitted in this Agreement.

17.2.2 Any ISTS Licensee may create any encumbrance over all or part of the receivables or its transmission assets in favour of the Lenders or the Lenders' Representative on their behalf, as security for amounts payable under the Financing Agreements.

Provided that:

- (a) the Lenders or the Lenders' Representative on their behalf shall have entered into the Financing Agreements; and
- (b) any encumbrance granted by an ISTS Licensee in accordance with this Article 17.2.2 shall contain provisions pursuant to which the Lenders or the Lender's Representative on their behalf agrees unconditionally with the ISTS Licensee to release from such encumbrances upon payment by the ISTS Licensee to the Lenders of all amounts due under the Financing Agreements.

17.2.3 Article 17.2.1 does not apply to:

17.2.3.1 liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of provision of transmission services by an ISTS Licensee; or

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- 17.2.3.2 pledges of goods, the related documents of title and / or other related documents, arising or created in the ordinary course of provision of transmission services for raising working capital loans by an ISTS Licensee; or
- 17.2.3.3 security arising out of retention of title provisions in relation to goods acquired in the ordinary course of provision of transmission services by an ISTS Licensee.
- 17.2.4 Neither any ISTS Licensee nor any DIC can relinquish or transfer its rights and obligations, without prior approval of the Commission, save when such encumbrance is created under Clause 17.2.2.

17.3 Substitution Rights of the Lenders of ISTS Licensee

- 17.3.1 An ISTS Licensee shall operate and maintain its transmission assets under the provisions of its transmission license granted by the Commission and the provisions of this Agreement and can not assign the transmission license or transfer its transmission assets or part thereof to any person by sale, lease, exchange or otherwise, without the prior approval of the Commission.
- 17.3.2 However, in the case of default by the ISTS Licensee in debt repayments, the Commission may, on an application from the Lenders, assign the transmission license to the nominee of the Lenders subject to the fulfillment of the qualification requirements and provisions of the CERC (Procedure, terms and Conditions for grant of Transmission License and other related matters) Regulations, and any subsequent amendments made there to.

18.0 Governing Law and Dispute Resolution

18.1 Governing Law

- 18.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes

under this Agreement shall be under the jurisdiction of appropriate courts in

18.2 Amicable Settlement:

18.2.1 A DIC, ISTS Licensee or CTU is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement by giving a written notice to the other Party, which shall contain:

- (a) a description of the Dispute;
- (b) the grounds for such Dispute; and
- (c) all written material in support of its claim.

18.2.2 The Party against which the Dispute has been raised (“**Party in Dispute**”) shall, within thirty (30) days of issue of notice issued under Article 18.2.1, furnish:

- (a) counter-claim and defenses, if any, regarding the Dispute; and
- (b) all written material in support of its defenses and counter-claim.

18.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Article 18.2.1 if the Party in Dispute does not furnish any counter claim or defense under Article 18.2.2, or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 18.2.3, the Dispute shall be referred for dispute resolution in accordance with Article 18.3.

18.2.4 The CTU may involve the concerned ISTS Licensee or the concerned DIC in case the dispute is originated due to actions/ performance of such ISTS Licensee or DIC. The ISTS Licensees and the DICs are obligated to provide any support that the CTU may require in that regard.

18.3 Dispute Resolution

18.3.1 Where any Dispute arises from a claim made by any Party regarding any provisions of this Agreement, such Dispute shall be submitted for adjudication by the CERC.

18.3.2 The obligations of the DICs under this Agreement towards the CTU or ISTS Licensees shall not be affected in any manner by reason of inter-se disputes amongst the DICs or ISTS Licensees.

18.3.3 Where any dispute is directed by CERC to be determined by Arbitration, the matter shall be determined by such persons as the CERC may nominate in that behalf on the application of the Party. In respect of all other purpose of the Arbitration proceeding, the provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

18.3.3.1 The place of Arbitration shall be New Delhi. The language of the Arbitration shall be English.

18.3.3.2 Courts at New Delhi shall have exclusive jurisdiction.

18.4 Continuity in Performance of Obligations

18.4.1 Notwithstanding the existence of any Dispute and difference referred to the Commission or the Arbitration Tribunal, as provided in Article 18.3 and save as the Commission or the Arbitration Tribunal may otherwise direct by a final or interim order, the Party who raised the Dispute pursuant to Article 18.2.1 and the Party in Dispute hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

19.0 Representations and Warranties

19.1 Representation and warranties of the DICs

19.1.1 Each DIC hereby represents and warrants to and agrees with the CTU and the ISTS Licensees as follows and acknowledges and confirms that the CTU and the ISTS Licensees are relying on such representations and warranties in connection with the transactions described in this Agreement:

19.1.1.1 It has all requisite powers and has been duly authorized to execute and consummate this Agreement;

19.1.1.2 This Agreement is enforceable against the DIC in accordance with its terms;

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- 19.1.1.3 The consummation of the transactions contemplated by this Agreement on the part of DIC will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license permit, evidence of indebtedness, restriction, or other contract to which the DIC is a party or to which the DIC is bound, which violation, default or power has not been waived;
- 19.1.1.4 The DIC is not insolvent and no insolvency proceedings have been instituted, nor threatened in writing or pending by or against the DIC; and
- 19.1.1.5 There are no actions, suits, claims, proceedings or investigations pending or, to the best of the DIC's knowledge, threatened in writing against the DIC at law, in equity, or otherwise, and whether civil or criminal in nature before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially and adversely affect its ability to comply with its obligations under this Agreement.
- 19.1.2 Each of the DICs makes all the representations and warranties above to be valid as on the date of this Agreement.

19.2 Representation and warranties of the ISTS Licensees:

- 19.2.1 Each ISTS Licensee hereby represents and warrants to and agrees with the CTU and the DICs as follows and acknowledges and confirms that the DICs are relying on such representations and warranties in connection with the transactions described in this Agreement:
- 19.2.1.1 It has all requisite powers and has been duly authorized to execute and consummate this Agreement;
- 19.2.1.2 This Agreement is enforceable against the ISTS Licensee in accordance with its terms;

Transmission Service Agreement

19.2.1.3 The consummation of the transactions contemplated by this Agreement on the part of the ISTS Licensee will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the ISTS Licensee is a party or to which the ISTS Licensee is bound which violation, default or power has not been waived;

19.2.1.4 The ISTS Licensee is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the ISTS Licensee; and

19.2.1.5 There are no actions, suits, claims, proceedings or investigations pending or, to the best of the ISTS Licensee's knowledge, threatened in writing against the ISTS Licensee at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement.

19.2.2 Each of the ISTS Licensees makes all the representations and warranties above to be valid as on the date of this Agreement.

INWITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVE AS OF THE DATE AND PLACE AS HEREIN AFTER APPEARING

1. For and on behalf of(ISTS Licensees/ DICs)
at (place) on(date)

Signature:
Name:
Designation:
Address:

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2. For and on behalf of(ISTS Licensees/ DICs)
at (place) on(date)

Signature:
Name:
Designation:
Address:

3. For and on behalf of(ISTS Licensees/ DICs)
at (place) on(date)

Signature:
Name:
Designation:
Address:

WITNESS:

For and on behalf of(ISTS Licensees/ DICs) at
..... (place) on(date)

Signature:
Name:
Designation:
Address:

Schedule - I

1.0 Parties to the Agreement (to be amended from time to time)

1.1 List of Designated ISTS Customers

S. No.	Name	Category (ISGS/ STU/ SEB/ Bulk Consumer, etc)	Address of Registered Office	Telephone/ Mobile No./ e-mail/ FAX
1	.			
2	.			
3	.			
4	.			
5	.			
.	.			
.	.			
.	.			
.	.			
.	.			
.	.			
n				

Note: Any addition or deletion in this list after the signing of this Agreement shall be duly notified to the Parties to this Agreement

1.2 List of ISTS Licensees

S.No.	Name	Address of Registered Office	Telephone/ Mobile No./ e-mail/ FAX
1	.		
2	.		
3	.		
4	.		
5	.		

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.	.		
.	.		
.	.		
.	.		
.	.		
.	.		
.	.		
n			

3. Non-ISTS Licensee whose assets have been certified as being used for inter-State transmission by the RPCs.

S.No.	Name	Address of Registered Office	Telephone/ Mobile No./ e-mail/ FAX
1	.		
2	.		
3	.		
4	.		
5	.		
.	.		
.	.		
.	.		
.	.		
.	.		
.	.		
.	.		
n			

Note: Any addition or deletion in this list after the signing of this Agreement shall be duly notified to the Parties to this Agreement

Schedule - II

1.0 Description of Transmission System (to be amended from time to time)

1.1 Existing Transmission System

S.No.	ISTS Licensee	Description of Transmission System		
		Name of the Asset	Rating/ Voltage level	Remarks (charging voltage etc)
1				
2				
3				
.				
.				
.				
.				
.				

1.2 Deemed ISTS

S.No.	Owner of Deemed ISTS	Description of Transmission System		
		Name of the Asset	Rating/ Voltage level	Remarks (charging voltage etc)
1				
2				
3				
.				
.				
.				
.				
.				

Transmission Service Agreement

1.3 ISTS Schemes under execution or New ISTS Schemes (to be inserted as and when developed)

S.No.	ISTS Licensee	Description of Transmission System			COD
		Name of the Asset	Rating/ Voltage level	Remarks (charging voltage etc)	
1					
2					
3					
.					
.					
.					
.					
.					

Annexure - A

SUPPLEMENTARY AGREEMENT

BETWEEN

Central Transmission Utility (CTU)

AND

[Insert name of the new Designated ISTS Customer or ISTS Licensee]

THIS SUPPLEMENTARY AGREEMENT entered into on [Insert date]
..... [Insert day] of[Insert month] in
..... [Insert year] by and between the Central Transmission Utility (here
in after referred to as “**CTU**”, which expression shall unless repugnant to the context or
meaning thereof include its successors, and permitted assigns) as Party of the first part,

AND

..... [Insert name of the new Designated ISTS Customer or ISTS Licensee]
having its registered office at..... [Insert address of the new Designated ISTS
Customer or ISTS Licensee] (which expression shall unless repugnant to the context or
meaning thereof include its successors, and permitted assigns) as Party of the second part.

WHEREAS:

- A. CTU has executed the TSA with all the Designated ISTS Customers and the ISTS Licensees, as listed out in Schedule 1 of the TSA.
- B. The new ISTS Licensee has been awarded the license to provide the inter-state transmission service by the Central Electricity Regulatory Commission (CERC) [Strike out in case of a new Designated ISTS Customer]
- C. The new Designated ISTS Customer has been granted long term access or medium term open access to the ISTS by the Central Electricity Regulatory Commission (CERC) [Strike out in case of a new ISTS Licensee]

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

- 1) The new ISTS Licensee and its ISTS Scheme as on this date.... are as detailed

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below:

Name of the new ISTS Licensee	Details of the ISTS Scheme	Scheduled Date of Commercial Operation

[Strike out in case of a new Designated ISTS Customer]

The new Designated ISTS Customer and its long term access or medium term open access details are as described below:

Name of the new Designated ISTS Customer	Details of Long Term Access/ Medium Tem Open Access	Scheduled date/period of Long Term Access/ Medium Term Open Access

[Strike out in case of a new ISTS Licensee]

- 2) The new ISTS Licensee [or Designated ISTS Customer] agrees to the terms and conditions laid down in the TSA for provision of ISTS [or usage of ISTS] and charge the transmission charges [or pay the transmission charges] in accordance with the terms of the TSA and the provisions of this Supplementary Agreement.
- 3) All terms and conditions of the TSA between the existing ISTS Licensees and the Designated ISTS Customers (as listed out in Schedule 1 of this Supplementary Agreement) shall apply, *mutatis mutandis* without any change, to the new ISTS Licensee [or Designated ISTS Customer).

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IN WITNESS WHEREOF the parties have executed these presents through their
Authorised Representatives

WITNESS:

1. Signature:

For and on behalf of CTU

Name:

Designation:

2. Signature:

For and on behalf of new ISTS Licensee
[or Designated ISTS Customer)

Name:

Designation:

Revenue Sharing Agreement



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AGREEMENT

This Agreement is made on this [___] day of [___] of [20__] by and between the Central Transmission Utility (CTU) and the ISTS Licensees whose names and registered offices are set out in **Schedule** which shall include their successors and permitted assigns

WHEREAS

- A. The Central Electricity Regulatory Commission (CERC) in exercise of the powers conferred under section 178 read with Part V of the Electricity Act, 2003 (36 of 2003), has issued regulations for Sharing of Inter State Transmission Charges and Losses in June, 2010 (hereinafter referred to as “**Sharing Regulations**”), pursuant to which the Central Transmission Utility (CTU) has entered into a Transmission Service Agreement (TSA) with all the ISTS Licensees and the Designated ISTS Customers (DICs); and the CTU is also entering into this Revenue Sharing Agreement (RSA) with all the ISTS Licensees and , Deemed ISTS Licensees and other non-ISTE Licensees whose assets have been certified as being used for interstate transmission by the RPCs entitled to share transmission charges collected from DICs;
- B. The TSA provides for billing of transmission charges in accordance with the detailed “Billing, Collection and Disbursement Procedures”, by the CTU on behalf of all the ISTS Licensees and Deemed ISTS Licensees and other non-ISTE Licensees whose assets have been certified as being used for interstate transmission by the RPCs.;

Revenue Sharing Agreement

- C. The transmission charges collected pursuant to such “Billing, Collection and Disbursement Procedure” shall be disbursed to each ISTS Licensee by the CTU pursuant to and in accordance with this Agreement (“**Revenue Sharing Agreement**”);
- D. The impact of any delayed payment or partial payment or non-payment by any Designated ISTS Customer shall be borne by each ISTS Licensee in accordance with the Sharing Regulations and any subsequent amendments made there to, and CTU is hereby indemnified against all such delayed/partial/non-payment by any DIC;
- E. This Revenue Sharing Agreement (RSA) shall apply to all existing as well as new ISTS Licensees whose Yearly Transmission Charges have been considered while computing the Point of Connection (PoC) Charges by the Implementing Agency;
- F. This Revenue Sharing Agreement may have aspects that are amended from time to time by the signatories without the entire agreement being replaced or being rendered infructuous;
- G. The persons listed in **Schedule** are Parties to this Revenue Sharing Agreement. Any new ISTS Licensee for the purpose of providing inter-state transmission services shall have to enter into a **RSA Supplementary Agreement**, as provided for in Annexure, pursuant to this Revenue Sharing Agreement thereby binding itself to this Agreement.

1.0 Definitions & Interpretations

1.1 Definitions

Unless the context otherwise requires the words/expressions when used in this Agreement shall have the respective meanings as specified below:

“**Agreement**” or “**this Agreement**” or “**Revenue Sharing Agreement**” means this agreement together with the Schedule, Annexure, and Documents referred to therein: as may be amended or modified from time to time;

“**CERC**” or “**Commission**” means the Central Electricity Regulatory Commission of India constituted under Section-76 of the Electricity Act, 2003 or its successors;

“**Central Transmission Utility**” or “**CTU**” means the utility notified by the Central Government under Section-38 of the Electricity Act, 2003;

“**Due Date**” means, as described in the “Billing, Collection and Disbursement Procedure”;

“**Effective Date**” for the purposes of this Agreement, shall have the same meaning as per Article 3.0 of this Agreement;

“**Party**” means a signatory to this Agreement, which shall be the CTU or an ISTS Licensee, and “**Parties**” shall mean a joint reference to all the signatories to this Agreement, which shall be the CTU and all the ISTS Licensees;

“**Revenue Sharing Statement**” means the summary receipt of the transmission charges disbursed by the CTU to the respective ISTS Licensees, corresponding to the payments made by the DICs against the First, Second, Third, Fourth and Supplementary Invoices under the “Billing, Collection and Disbursement Procedure”;

“**Transmission Service Agreement**” or “**TSA**” means the agreement entered into by the Central Transmission Utility (CTU) with all the ISTS Licensees and the Designated Inter-State Transmission Customers (DICs), as annexed to this Agreement;

“**Working Day**” means any day except Saturday, Sunday and statutory holiday.

Words and expressions used in this Agreement and not defined herein but defined in the Act or Regulations made by the Commission, shall have the meanings assigned to them respectively in the Act, and Regulations made by the Commission from time to time or the General Clauses Act failing which it shall bear the ordinary English meaning.

1.2 Interpretations

Save where the contrary is indicated, any reference in this Agreement to:

“**Agreement**” shall be construed as including a reference to its Schedule, Annexure and documents;

“**Rupee**”, “**Rupees**” and “₹” shall denote lawful currency of India;

“**Crore**” shall mean a reference to ten million (10,000,000) and a “**Lakh**” means a reference to one tenth of a million (1,00,000);

1.2.1 Words importing the singular shall include the plural and vice versa.

1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

1.2.3 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time.

1.2.4 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

1.2.5 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.

1.2.6 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.7 Any interest payable under this Agreement shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty five (365) days.

1.2.8 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement.

2.0 Parties to the Agreement

2.1 CTU and existing ISTS Licensees

2.1.1 All ISTS Licensees that are parties to the Transmission Service Agreement (TSA) shall be parties to this Agreement and shall bind themselves to the terms of this Agreement as of the date when Sharing Regulations come into force.

2.2 New ISTS Licensees

2.2.1 This Agreement shall be signed by any new ISTS Licensee for providing inter-State transmission system to the DICs and have already become a party to the Transmission Service Agreement (TSA) pursuant to and in accordance with the said Transmission Service Agreement.

2.2.2 A new ISTS Licensee shall become a Party to this Agreement by signing the RSA Supplementary Agreement between and by the CTU and that ISTS Licensee.

2.2.3 The ISTS Licensees and Deemed ISTS Licensees hereby irrevocably and unconditionally authorise CTU to execute on their behalf any RSA Supplementary Agreement duly executed by the new ISTS Licensee, and to thereby admit the new ISTS Licensee, as a Party to this Agreement. Agreements, as such executed, shall be deemed to have been signed by all the existing parties of the RSA. A copy of such RSA Supplementary Agreement shall be made available by the CTU to all the ISTS Licensees and Deemed ISTS Licensees.

2.3 Non ISTS Licensees whose assets have been certified for as being used for inter-State transmission by the RPCs and whose transmission charges have been considered for the purpose of calculation of PoC charges shall be considered deemed signatories to this agreement and therefore all such rights and obligations, as applicable to ISTS Licensees, shall be applicable to them mutatis mutandis.

3.0 Effectiveness and term of the Agreement

3.1 Effective Date

3.1.1 For the existing ISTS Licensees, irrespective of the date of their signing, this Agreement shall come into effect from the date, as notified under Sharing Regulations or as notified by the Commission to such effect.

3.1.2 For the new ISTS Licensees, whose Yearly Transmission Charges have been considered in the computation of PoC Charges, this Agreement shall be effective from the date of the RSA Supplementary Agreement, as executed by the CTU and the new ISTS Licensee.

3.1.3 For the other non-ISTS Licensees whose assets have been certified as being used for interstate transmission by the RPCs, whose Yearly Transmission Charges have been considered in the computation of PoC Charges, this Agreement shall be effective from the date of approval coming into force and their assets are included in the calculation of PoC charges.

3.2 Term of the Agreement

3.2.1 From the Effective Date, each ISTS Licensee undertakes to the CTU and the CTU to each ISTS Licensee to comply with and to perform their respective obligations in accordance with and subject to this Agreement.

3.2.2 The term of the Agreement shall begin on the Effective Date and shall continue in accordance with the term of Transmission Service Agreement until the validity of TSA.

4.0 Invoicing and Collection by CTU pursuant to the Transmission Service Agreement

4.1 The PoC charges for use of ISTS by each DIC shall be billed and collected by CTU on behalf of all ISTS Licensees in accordance with the “Billing, Collection and Disbursement Procedure”.

4.2 The CTU shall raise the Invoices and collect payments from each Designated ISTS Customer in accordance with the “Billing, Collection and Disbursement Procedure”.

4.3 The CTU shall disburse the transmission charges, as collected by the CTU, to respective ISTS Licensees and owners of Deemed ISTS whose transmission charges have been considered for the purpose of calculation of PoC Charges in accordance with the “Billing, Collection and Disbursement Procedure”.

4.4 Delayed payment or partial payment or non-payment by any DIC shall result in pro-rata reduction in the payouts to all the ISTS Licensees and owners of Deemed ISTS whose transmission charges have been considered for the purpose of calculation of PoC Charges.

5.0 Disbursement by CTU to all ISTS Licensees

5.1 Timelines for disbursement by the CTU

5.1.1 Timelines for disbursement by the CTU shall be in accordance with the “Billing, Collection and Disbursement Procedure”.

5.2 Revenue Sharing Statements to be submitted by CTU

5.2.1 Revenue Sharing Statements to be submitted by the CTU shall be in accordance with the “Billing, Collection and Disbursement Procedure”.

5.3 Modality of disbursements by the CTU

5.3.1 The modality of disbursements by the CTU shall be in accordance with the “Billing, Collection and Disbursement Procedure”.

6.0 Annual Reconciliation

6.1 The modality of Annual Reconciliation between the CTU and the ISTS Licensees shall be in accordance with the “Billing, Collection and Disbursement Procedure”.

7.0 Payment Security Mechanism (PSM)

7.1 Each ISTS licensee hereby empowers the CTU to enforce recovery of payment from DICs through payment security mechanism in the event of default/ partial payment by the DIC, in accordance with the detailed “Billing, Collection and Disbursement Procedures”.

7.2 Each ISTS licensee shall further agree and empower the CTU to invoke the provisions of CERC (Regulation of Power Supply) Regulations, 2010 as amended from time to

time and in accordance with the detailed “Billing, Collection and Disbursement Procedure” for any default by the DICs.

- 7.2.1 The ISTS Licensees shall provide any assistance that may be required by the CTU to obtain the payment security from the DICs including transfer of existing letters of credit and other PSMs to the CTU, pursuant to and in accordance with the “Billing, Collection and Disbursement Procedure”.

8.0 Disputed Revenue Sharing Statements

- 8.1 If the ISTS Licensee does not question or dispute any Revenue Share Statement within thirty (30) days of receiving it, the Revenue Share Statement shall be considered correct, complete and conclusive between the CTU and the ISTS Licensee.

- 8.2 If an ISTS Licensee disputes any item or part of an item set out in any Revenue Sharing Statement (RSS) then such ISTS Licensee shall serve a notice ("**RSS Dispute Notice**") on the CTU setting out

- (a) the item or part of an item which is in dispute,
- (b) its estimate of what such item or part of an item should be, and
- (c) with all written material in support of its claim.

- 8.3 If the CTU agrees to the claim raised in the RSS Dispute Notice issued pursuant to Clause 8.2, the CTU shall revise such Revenue Share Statement within seven (7) days of receiving such RSS Dispute Notice from the said ISTS Licensee and if the ISTS Licensee has received less payment for reasons other than delayed payment or partial payment or non-payment by a DIC pursuant to the Transmission Service Agreement, the CTU shall raise a Supplementary Revenue Share Statement within seven (7) Days of receiving RSS Dispute Notice and shall pay the ISTS Licensee as and when the DIC pay.

- 8.4 If CTU does not agree to the claim raised in the RSS Dispute Notice issued pursuant to Clause 8.2, it shall, within fifteen (15) days of receiving the RSS Dispute Notice, furnish a notice to the said ISTS Licensee providing

- (a) reasons for its disagreement;

Revenue Sharing Agreement

(b) its estimate of what the correct amount should be; and

(c) all written material in support of its counter-claim.

8.5 Upon receipt of notice of disagreement to the RSS Dispute Notice under Clause 8.2, authorised representative(s) of CTU and the said ISTS Licensee shall meet and make best endeavours to amicably resolve such Dispute within fifteen (15) days of receiving such notice of disagreement to the RSS Dispute Notice.

8.6 If CTU and the said ISTS Licensee could not amicably resolve the dispute within fifteen (15) days of receipt of notice of disagreement to the RSS Dispute Notice pursuant to Clause 8.2, the matter shall be referred to CERC for Dispute resolution in accordance with Clause 11.3.

8.7 If the Dispute is settled pursuant to Clause 8.5 or by Dispute resolution mechanism provided in this Agreement in favour of the said ISTS Licensee, the CTU shall raise Supplementary Revenue Sharing Statement within five (5) Working Days of receiving such decision and shall pay the ISTS Licensee as and when the DIC pay.

9.0 Reporting Requirements

9.1 CTU shall furnish details of the transmission charges payable and collected on a monthly, bi-annual and annual basis. The monthly reports to be submitted to each of the ISTS Licensees shall comprise of:

(a) Details of total PoC charges billed to and collected from the DICs

(b) Payment defaults, if any, made by the DICs

(c) Details of Late Payment Surcharge

(d) Details of Rebates

(e) Details of total transmission charges disbursed to the ISTS Licensees

10.0 Administration

10.1 The Parties shall:

(a) meet at least twice a year to review compliance with this Agreement;

Revenue Sharing Agreement

- (b) resolve any issues relating to implementation of this Agreement through amicable discussions; and
- (c) carry-out such other activities relating to this Agreement as the Parties may agree from time to time to be appropriate within the ambit of the Sharing Regulations.

10.2 Co-ordination Committee

10.2.1 The Parties shall form a committee (“**Co-ordination Committee**”) to co-ordinate the activities mentioned in Clause 10.1.

10.2.2 The Co-ordination Committee shall comprise of two representatives from the CTU, one representative from the Implementation Agency, one representative from each RPC and one representative each from each of the ISTS Licensees.

11.0 Governing Law and Dispute Resolution

11.1 Governing Law

11.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in New Delhi.

11.2 Amicable Settlement:

11.2.1 The CTU or an ISTS Licensee is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement by giving a written notice to the other Party, which shall contain:

- (a) a description of the Dispute;
- (b) the grounds for such Dispute; and
- (c) all written material in support of its claim.

11.2.2 The Party against which the Dispute has been raised (“Party in Dispute”) shall, within thirty (30) days of issue of notice under Clause 11.2.1, furnish:

- (a) counter-claim and defenses, if any, regarding the Dispute; and

(b) all written material in support of its defenses and counter-claim.

11.2.3 Within thirty (30) days of issue of notice by the Party pursuant to Clause 11.2.1 if the Party in Dispute does not furnish any counter claim or defense under Clause 11.2.2, or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the parties to the Dispute shall meet to settle such Dispute amicably. If the parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Clause 11.2.3, the Dispute shall be referred for dispute resolution in accordance with Clause 11.3.

11.3 Dispute Resolution

11.3.1 Where any Dispute arises from a claim made in accordance with the provisions of this Agreement either of the parties to the dispute may approach the Commission for reference of the case for adjudication of the dispute in accordance of the Electricity Act, 2003.

11.3.2 In respect of all other purpose of the Arbitration proceeding, the provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

11.3.2.1 The place of Arbitration shall be New Delhi. The language of the Arbitration shall be English.

11.3.2.2 Courts at New Delhi shall have exclusive jurisdiction.

11.4 Continuity in Performance of Obligations

11.4.1 Notwithstanding the pendency of any Dispute before CERC or any other Court/Tribunal with regard to this agreement or its implementation, as per the Electricity Act the parties to the dispute shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

12.0 Indemnification

12.1 Indemnification by the ISTS Licensees

12.1.1 The ISTS Licensees shall agree to indemnify and hold the CTU harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind including any tax liability, interest, cost, fee, or expenses (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 exercise of CTU's obligations of billing and collecting transmission charges on behalf of ISTS Licensees pursuant to and in accordance with the Transmission Service Agreement, and subsequently disbursing them to all ISTS Licensees in accordance with this Agreement.

12.2 Indemnity to Survive Termination

12.2.1 The obligations of the ISTS Licensees under Clause 12.1 shall survive the termination of this **Agreement**.

INWITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVE AS OF THE DATE AND PLACE AS HEREIN AFTER APPEARING

1. For and on behalf of(ISTS Licensees)
at (place) on(date)

Signature:

Name:

Designation:

Address:

Revenue Sharing Agreement

2. For and on behalf of(ISTS Licensees)
at (place) on(date)

Signature:

Name:

Designation:

Address:

3. For and on behalf of(ISTS Licensees)
at (place) on(date)

Signature:

Name:

Designation:

Address:

WITNESS:

For and on behalf of(ISTS Licensees)
at (place) on(date)

Signature:

Name:

Designation:

Address:

Schedule

S.No.	Name of the ISTS Licensee	Address of Registered Office	Phone No./ FAX No./ e-mail
1	.		
2	.		
3	.		
4	.		
5	.		
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n			

RSA Supplementary Agreement

RSA SUPPLEMENTARY AGREEMENT

BETWEEN

Central Transmission Utility (CTU)

AND

[Insert name of the new ISTS Licensee]

THIS SUPPLEMENTARY AGREEMENT entered into on [Insert date] [Insert day] of[Insert month] in [Insert year] by and between the Central Transmission Utility (here in after referred to as “**CTU**”, which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the first part,

AND

..... [Insert name of the new ISTS Licensee] having its registered office at..... [Insert address of the new ISTS Licensee] (which expression shall unless repugnant to the context or meaning thereof include its successors, and permitted assigns) as Party of the second part.

WHEREAS:

- A. All the existing ISTS Licensees, as listed out in **Schedule** of this RSA, have executed the RSA with CTU.
- B. The new ISTS Licensee has been awarded the license to provide the inter-state transmission service by the Central Electricity Regulatory Commission (CERC).
- C. The new ISTS Licensee has signed the Transmission Service Agreement (TSA), as entered into by the Central Transmission Utility (CTU) with all the ISTS Licensees and the Designated ISTS Customers (DICs), through execution of the Supplementary Agreement, as mentioned in the TSA thereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH as under:

- 1) The new ISTS Licensee and its transmission project as on this date.... are as detailed below:

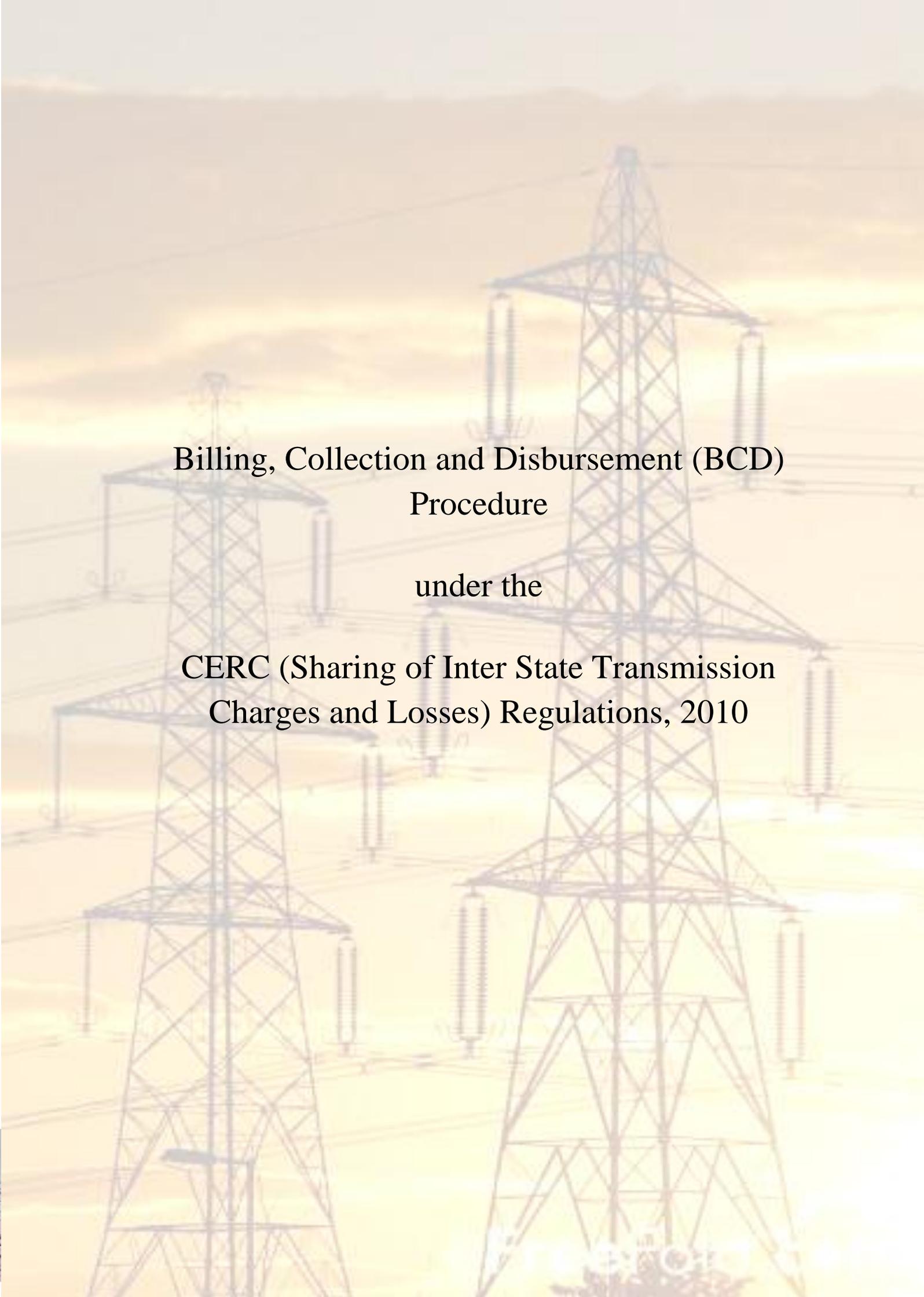
Name of the new ISTS Licensee	Details of the Transmission Project

- 2) The new ISTS Licensee agrees to the terms and conditions laid down in the RSA.
- 3) All terms and conditions of the RSA between the CTU and the existing ISTS Licensees (as listed out in Schedule 1 of this RSA Supplementary Agreement) shall apply, *mutatis mutandis* without any change, to the new ISTS Licensee.

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives

WITNESS:

	For and on behalf of CTU
1. Signature:	Signature:
Name:	Name:
Designation:	Designation:
	For and on behalf of new ISTS Licensee
2. Signature:	Signature:
Name:	Name:
Designation:	Designation:



**Billing, Collection and Disbursement (BCD)
Procedure**

under the

**CERC (Sharing of Inter State Transmission
Charges and Losses) Regulations, 2010**

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1.0 General Provisions

- 1.1 The procedures laid down herein are in compliance of the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2010 (the “Sharing Regulations”).
- 1.2 The procedure is subject to any subsequent amendments in the Sharing Regulations and/or the orders from the Commission in this regard.
- 1.3 Subject to provisions of Article 8.0 of the Transmission Service Agreement (TSA) executed by the CTU, ISTS Licensees and the Designated ISTS Customers (DICs), the DICs shall pay to the CTU, in Indian Rupees, on monthly basis, the Point of Connection (PoC) Charges from the Effective Date (as provided in the Transmission Service Agreement) or the scheduled date of injection/ withdrawal by the DIC, whichever is earlier, according to this Billing, Collection and Disbursement Procedure.
- 1.4 Each DIC and ISTS Licensee shall identify one main and one alternate authorized representative who shall interact with the CTU in matters relating to billing, Payment, Disbursement and Reconciliation; indicating the name, designation, postal address, Telephone No. (O) and (R), Fax, Mobile No., Fax, e-mail address, etc. for communication.
- 1.5 The CTU shall also identify one main and one alternate authorized representative by name, designation, postal address, Telephone No. (O) and (R), Fax, Mobile No., Fax, e-mail address, etc. to interact with the DICs and ISTS Licensees in respect of billing and Collection for interaction.
- 1.6 The CTU, DICs and ISTS Licensees shall furnish aforementioned nominations of main and alternate authorized representatives at the time of signing of TSA. It shall be incumbent upon them to convey any subsequent change in the same within three (3) working days of the same taking effect.
- 1.7 The formats of input data and Bills shall be suitably prescribed by CTU from time to time to cover various aspects of the Bills: Name and address of the person on which Bills are raised, category of Bill, period of the Bill, rebate, surcharge, previous

outstanding, due date and any other terms and conditions as may be considered necessary from time to time.

2.0 Billing

2.1 Bills to be raised for DICs

The CTU on behalf of the ISTS Licensees shall be responsible for raising the Bills pertaining to the usage of the ISTS for all the DICs.

The CTU shall raise the following Bills:

- (a) First Bill,
- (b) Second Bill,
- (c) Third Bill, and
- (d) Bill for Deviation

Description of each of these Bills is mentioned in the following section of this Procedure.

2.1.1 First Bill

2.1.1.1 The First part of the Bill shall be raised as per the Sharing Regulations.

2.1.1.2 The CTU shall raise the First part of the Bill for each DIC on the next Working day of uploading of the Regional Transmission Accounts issued by RPC in each month for the previous month.

2.1.2 Second Bill

2.1.2.1 The Second part of the Bill shall be raised for Approved Additional Medium Term Open Access on monthly basis.

2.1.2.2 The CTU shall raise the Second Bill for each DIC along with the first part of the Bill.

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2.1.3 **Third Bill**

2.1.3.1 The Third part of the Bill shall be raised for adjustment in Yearly Transmission Charges as per the Sharing Regulations.

2.1.3.2 The CTU shall raise the Third part of the Bill for each DIC on the first working day of September for the period January to June and on the first working day of March for the period July to December.

2.1.4 **Bill for Deviation**

2.1.4.1 The Bill for deviation shall be raised as per the Sharing regulations.

2.1.4.2 CTU shall raise the Bill for deviation for each DIC within three working Days of the issuance of the Regional Transmission Deviation Accounts (RTDA) by the RPCs.

2.1.5 Any miscellaneous expenses or charges subsequently approved by the Commission or any amount required to be reconciled shall be billed to the DICs separately in proportion to the first part of the Bill.

2.1.6 System Operation and other related charges shall be billed and paid by the DICs in proportion to the summation of allocation of power from ISGSs, long-term access and medium-term open access.

2.2 **Specific provisions for billing purposes**

2.2.1 In cases, as contained in the Regional Transmission Accounts, the Bills shall be presented to the DICs as per the following Procedures:

2.2.1.1 For Long-term demand customers availing supplies from the ISGS, the PoC charges payable by such generators for such Long-term supply shall be billed directly to the respective Long-term demand customers availing the supplies based on their proportionate share of capacity in all such generating stations. The aforesaid mechanism shall be effective only after “commercial operation” of the generating station. Further till the date of commercial operation of the generating station, the Bills shall be raised to the ISGS and shall be payable by the ISGS.

- 2.2.1.2 Similarly on mutual agreement, in the event an ISGS is obliged to pay the PoC Charges on behalf of Long-term DICs, then the charges payable under such Long-term supply shall be billed directly to the concerned ISGS based on the proportionate contracted capacity of the Long-term DICs in the generating station.
- 2.2.1.3 Notwithstanding the Clauses 2.2.1.1 and 2.2.1.2 above, in the event of partial payment/ payment default by the DICs above, the liability of paying the charges shall be extended to the original DIC for whom the charges have been computed.
- 2.2.2 Deviation part of the Bill, which deals with the deviation from the Approved Injection and Approved Withdrawal shall be billed directly to the concerned DIC as per the Regional Transmission Accounts.

2.3 Uploading and raising of Bills

- 2.3.1 The CTU shall upload the Bills on its website to facilitate DICs to make the payment.
- 2.3.2 The CTU shall also send the Bill through registered post/courier/ fax/e-mail.
- 2.3.3 The date of uploading of Bills on CTU website and the date of e-mail sent to the DICs shall be the date of presentation of the Bill.

3.0 Payment and collection

- 3.0.1 The CTU shall maintain a database of all the Bills raised and the payments collected against them, for the purpose of calculating the corresponding rebates/ surcharge and keeping track of payment outstanding against a Bill by a DIC.
- 3.0.2 After raising the Bills by the CTU, the DICs shall be responsible for payment as per Clause 3.2 of this procedure.

3.1 Due date

- 3.1.1 Due date in relation to any Bill shall mean the thirtieth (30th) day from the date on which such Bill is raised and published on the website of CTU for payment by the DIC.

3.2 Mode of Payment

3.2.1 The payment by various DICs to CTU shall be executed through Real Time Gross Settlement (RTGS) System. For this, the CTU shall open a bank account (called the Designated Account) for all payments to be made by the DICs to the CTU. The CTU shall notify all the DICs the details of such account within thirty (30) days from the Effective Date of the TSA. Similarly, each DIC shall also designate a bank account for payments that may be made by the CTU to a DIC. Each DIC shall also notify the CTU of the details of such account within thirty (30) days of the Effective Date of the TSA.

3.2.2 The DICs shall, on the day of payment, notify the CTU of the payment made through RTGS to the Designated Account. The DIC shall submit a detailed Payment Advice for each such RTGS transaction. The format for the Payment Advice shall be prescribed by the CTU, and the DIC shall submit the Payment Advice strictly adhering to such format for the Payment Advice. Furnishing of such Payment Advice is mandatory for each transaction and payment made without the accompanying Payment Advice shall not be recognised. The format for Payment Advice shall include the following details:

- (a) Name and Code of the DIC
- (b) Month and Year of the Bills raised during the month
- (c) Bill nos. of First Bill, Second Bill and Deviation Bill, as raised during the month
- (d) Bill no. of Third Bill, as raised half-yearly in September (for the period January to June) and in March (for the period July to December).
- (e) Payment made against each Bill i.e. First Bill, Second Bill, Third Bill, Deviation Bill
- (f) Rebates Claimed
- (g) RTGS Transaction Code
- (h) Any other detail, as may be required for complete tracking of the Bills and the payment made against each of them

3.3 Rebates for timely payments

3.3.1 For payment of any Bill through RTGS, as raised by the CTU, the rebate shall be allowed on the qualifying amount as follows:

(a) If payment of Bills is made within one (1) working day of presentation of the Bill, a rebate of 2% shall be allowed, provided Letter of Credit is opened for an amount as mentioned in Clause 3.6.4.

(b) Where payments are made within a period of one month of presentation of Bills, a rebate of 1% shall be allowed.

3.3.2 The applicable rates of rebates shall be as per Tariff Regulations, 2009 as amended from time to time and any subsequent enactment made thereto.

3.3.3 Applicable rate of rebate shall be based on the date on which the payment has been actually credited to the CTU's Designated Account. Any delay in transfer of money to the Designated Account on account of a statutory holiday, public holiday, or any other reasons shall be to the account of the DIC concerned.

3.4 Late Payment Surcharge

3.4.1 The late payment surcharge shall be as per Tariff Regulations, 2009 and any subsequent amendment made thereto.

3.5 Disputed Bills

3.5.1 If a DIC does not question or dispute a Bill within thirty (30) days of receiving it, the Bill shall be considered correct, complete and conclusive between the DIC and the CTU. In the event of an error in raising a Bill, CTU shall correct the Bill or issue a Supplementary Bill within thirty (30) days of issuing the Bill that contained the error.

3.5.2 If a DIC disputes any item or part of an item set out in any Bill then the DIC shall serve a notice (an "Bill Dispute Notice") on the CTU setting out (i) the item or part of an item which is in dispute, (ii) its estimate of what such item or part of an item should be, (iii) and with all documentary evidence in support of its claim.

3.5.3 If CTU agrees to the claim raised in the Bill Dispute Notice issued pursuant to Clause 3.5.2, the CTU shall revise such Bill within seven (7) days of receiving such notice

from the disputing DIC and if the disputing DIC has already made the excess payment, the CTU shall credit to the disputing DIC, such excess amount through adjustment in the relevant Bill of next month after the month in which such dispute was resolved.

- 3.5.4 If the CTU does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Clause 3.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice to the disputing DIC providing (i) reasons for its disagreement; (ii) its estimate of what the correct amount should be; and (iii) all documentary evidence in support of its counter-claim.
- 3.5.5 Upon receipt of notice of disagreement to the Bill Dispute Notice under Clause 3.5.4, authorised representative(s) of the disputing DIC and the CTU shall meet and make best endeavours to amicably resolve such Dispute within thirty (30) days of receiving such notice of disagreement to the Bill Dispute Notice.
- 3.5.6 If the disputing DIC and the CTU do not amicably resolve the dispute pursuant to Clause 3.5.5, either party may approach the Commission for adjudication of dispute or for reference of the disputes to arbitration in accordance with Section 79(i)(f) of the Act.
- 3.5.7 If a Dispute regarding an Bill is settled pursuant to Clause 3.5.5 or by Dispute resolution mechanism pursuant to Clause 3.5.6 in favour of the disputing DIC that issued the Bill Dispute Notice, the CTU shall credit to the disputing DIC, such excess amount through adjustment in the relevant Bill of next month after the Dispute is either being amicably resolved pursuant to Clause 3.5.5 or settled by Dispute resolution mechanism pursuant to Clause 3.5.6. Alternately, if the Dispute is settled in favour of the CTU, then such amount as disputed shall be payable by the disputing DIC along with the Late Payment Surcharge, as applicable.
- 3.5.8 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Bill, the concerned DIC shall, without prejudice to its right to Dispute, be under an obligation to make payment, of the lower of (a) an amount equal to simple average of last three (3) months relevant Bills (being the undisputed portion of such three months' Bills) and (b) relevant monthly Bill which is being disputed, provided such monthly Bill has been raised in accordance with these Procedures.

3.6 Letter of Credit

- 3.6.1 Not later than one (1) month prior to the Effective Date, each DIC shall, through a scheduled bank, open a confirmed irrevocable, unconditional and revolving Letter of Credit in favour of the CTU, to be made operative from a date prior to the Due Date of its first Bill and shall be renewed annually.
- 3.6.2 Each DIC unequivocally agrees to allow CTU to enforce recovery of payment under any Bill through the Letter of Credit provided by the DIC. In event that more than one Bill becomes overdue; the amount recovered through the enforcement of Letter of Credit shall be appropriated against such overdue Bills on as per FIFO method. Each DIC unequivocally agrees to allow CTU to enforce recovery of payment through Letter of Credit on behalf of all the ISTS Licensees in the event of default in payment by the DIC, in accordance with Clause 3.6.6.
- 3.6.3 The Letter of Credit shall have a term of twelve (12) Months and shall be for an amount equal to one point zero five (1.05) times the average of the First Bill Amount for different months of the Application Period, as computed by the Implementing Agency (IA) for the DIC, where tripartite agreement for securitization on account of arrears against the transmission charges with the Government of India exist.

Provided that where such tripartite agreement does not exist, the DIC shall open the Letter of Credit for an amount equal to two point one times (2.10) the average First Bill amount for different months of the Application Period, as computed by the Implementing Agency for that DIC.

Provided that the CTU shall not make any drawl before the 30th day after Due Date.

Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in this Clause 3.6.3, the concerned DIC shall restore such shortfall within seven (7) days.

Provided the amount of Letter of Credit shall be revised in case of revision of PoC charges by the IA.

- 3.6.4 Each DIC shall cause its respective scheduled bank issuing the Letter of Credit to intimate the CTU, in writing regarding establishing of Letter of Credit.

3.6.5 In case of drawal of the Letter of Credit by the CTU in accordance with the terms of this Clause 3.6, the amount of the Letter of Credit shall be reinstated within seven (7) days from the date of such drawal.

3.6.6 If any DIC fails to pay any Bill Amount or part thereof within and including the thirtieth (30th) day after Due Date, then, unless an Bill Dispute Notice is received by the CTU, as per the provisions of Clause 3.5.2, the CTU may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the concerned DIC, an amount equal to the Bill Amount or part thereof plus Late Payment Surcharge, if applicable, in accordance with Clause 3.4, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- (a) a copy of the Bill, which has remained unpaid/ partially paid by such DIC;
- (b) a certificate from the CTU to the effect that the Bill at item (a) above, or specified part thereof, is in accordance with the Procedure and has remained unpaid/partially paid beyond the thirtieth (30th) day after Due Date; and
- (c) calculations of applicable Late Payment Surcharge, if any.

Provided that the failure on the part of the CTU to present the documents for encashment of the Letter of Credit shall not attract any Late Payment Surcharge on the concerned DIC.

3.6.7 Each DIC shall ensure that the Letter of Credit shall be renewed thirty (30) days prior to its expiry.

3.6.8 All charges relating the Letter of Credit shall be borne by the DIC.

3.7 **Default in payment beyond sixty days**

3.7.1 If the payment by a DIC against any Bill raised under Billing, Collection and Disbursement (BCD) procedure is outstanding beyond thirty (30) days after the due date or in case the required Letter of Credit or any other agreed payment security mechanism is not maintained by the DIC, the CTU is empowered to proceed under the provisions of CERC (Regulation of Power Supply) Regulations, 2010 and any

subsequent amendments there to.

3.8 Tax and other Deductions

3.8.1 All payments required to be made under this Procedure shall include any deduction, as required by the Law.

3.9 Tax Deducted at Source (TDS) Certificates

3.9.1 All DICs are obligated to submit the TDS certificate for any tax deducted from payment against any Bill within one month from the end of the month during which such payment was made or as per rules as provided under the Income Tax Act, 1961 as modified or amended from time to time.

4.0 Disbursements to the ISTS Licensees

4.1 Categorization of PoC charges collected by CTU

4.1.1 The PoC charges collected by the CTU against different Bills shall be pooled into different Disbursement Funds/ Bank Accounts for the purpose of disbursements to the various ISTS Licensees.

4.1.2 Any delayed payment and/or late payment surcharge received against a Bill shall get credited to the corresponding Disbursement Fund. Similarly, any rebates claimed or payment defaults by the DICs shall stand adjusted in the corresponding Disbursement Fund.

4.1.3 The disbursements to ISTS Licensees shall be made in a pro-rated manner based on the Monthly Transmission Charges for the funds corresponding to the First, Second and the Deviation Bill. The disbursements from the funds corresponding to the Third and Supplementary Bill would be as per case-to-case basis for the ISTS Licensees.

4.2 Bills

4.2.1 First Bill

(a) The payments made by DICs against the First Bill corresponding to a month shall be pooled into a common disbursement fund (“CF1”).

- (b) Any Late Payment Surcharge paid on first part of the Bill by the DICs pursuant to Clause 3.4 shall be credited to CF₁ on as and when basis.
- (c) Any rebates offered against the First Bill to the DICs pursuant to Clause 3.3 shall be adjusted in CF₁.
- (d) This common disbursement fund (CF₁) shall then be disbursed to the ISTS Licensees in proportion to their respective Monthly Transmission Charges.
- (e) Any delay in payment or part-payment or non-payment against the First Bill for a month by any DIC shall result in pro-rate reduction in the payouts to all the ISTS Licensees.

4.2.2 **Second Bill**

- (a) The payments made by DICs against the Second Bill corresponding to a month shall be pooled into a common disbursement fund (“CF₂”).
- (b) Any Late Payment Surcharge paid on first part of the Bill by the DICs pursuant to Clause 3.4 shall be credited to CF₂ on as and when basis.
- (c) Any rebates offered against the Second Bill to the DICs pursuant to Clause 3.3 shall be adjusted in CF₂.
- (d) The charges collected towards Second Bill shall be reimbursed to the paying DICs of First Bill (for the respective applicable month) by the next 30 days of receipt of such payments in the ratio of amount of First Bill in the corresponding month.
- (e) Any delay in payment or part - payment or non-payment against the Second Bill for a month by any DIC shall result in prorate reduction in the payouts to all the ISTS Licensees.

4.2.3 **Third Bill**

4.2.3.1 **Payments to be made by the DICs**

- (a) The payments made by DICs against the Third Bill, as raised on the first (1st) Working Day of September or March, shall be pooled into a common disbursement fund (“CF₃”).
- (b) Any Late Payment Surcharge paid on Third Bill by the DICs pursuant to Clause 3.4 shall be credited to CF₃ on as and when basis.
- (c) Any rebates offered against the Third Bill to the DICs pursuant to Clause 3.3 shall be adjusted in the CF₃.
- (d) This common disbursement fund for the Third Bill (CF₃) would then be disbursed to the ISTS Licensee(s) for whom the adjustment Bill (Third Bill) is required.
- (e) Any delay in payment or part-payment or non-payment against the Third Bill by any DIC shall result in prorata reduction in the payouts to the concerned ISTS Licensee(s) for whom the Third Bill has been raised.

4.2.3.2 **Payments to be made by the ISTS Licensees (owing to over recovery)**

In case the adjustments in interest rates, FERV, rescheduling of commissioning of transmission assets, pre-tax Return on Equity or any other component of annual fixed cost (AFC), etc. as allowed by the CERC results in over-recovery of transmission charges for any ISTS Licensee, then, the amount shall be Billed to respective transmission licensee and the same shall be adjusted against the first part of the Bills raised on the DICs in the months of September and March.

4.2.4 **Bill for Deviation**

- (a) The payments made by DICs against the Bill for Deviation corresponding to a month shall be pooled into a common disbursement fund (“CF₄”).
- (b) Any Late Payment Surcharge paid on fourth Bill by the DICs pursuant to Clause 3.4 shall be credited to CF₄ on as and when basis.

- (c) Any rebates offered against the Deviation Bill to the DICs pursuant to Clause 3.3 shall be adjusted in the CF₄.
- (d) This common disbursement fund (CF₄) shall then be disbursed to the ISTS Licensees in proportion to their respective Monthly Transmission Charges.
- (e) The charges collected towards Deviation Bill shall be reimbursed to paying DICs of First Bill (for the respective applicable month) by the next 30 days of receipt of such payments in the ratio of amount of First Bill in the corresponding month.
- (f) Any delays in payment or part-payment or non-payment against the Deviation Bill for a month by any DIC shall result in pro-rate reduction in the payouts to all the ISTS Licensees.

4.3 Tax and other Deductions

- 4.3.1 All payments required to be made under this procedure shall include any deduction, as required by the Law.

4.4 Timelines for disbursement by the CTU

- 4.4.1 The disbursement of transmission charges to ISTS Licensees for each Bill shall be made within three (3) Working Days of receiving the payment from the DIC on a rolling basis. For the avoidance of any doubt, after the day of raising and uploading the Bill , any payment that is received from the DICs during a day shall be disbursed within three (3) Working Days from the date of such receipt to all the ISTS Licensees on a rolling basis.

4.5 Modality of disbursements

4.5.1 The CTU shall arrange to credit the disbursements to the bank accounts of ISTS Licensees directly. CTU shall enter into appropriate arrangements with its bank to facilitate such disbursements, as mentioned in Clause 4.4 above. However, any delays by the bank in relation to such disbursements unless any such delay is attributable to the CTU, shall be to the account of the ISTS Licensees without any liability to the CTU.

4.5.2 Each ISTS Licensee shall notify within fifteen (15) days of the Effective Date of the Revenue Sharing Agreement to the CTU of the details of its bank account to which the disbursement proceeds shall be credited.

4.5.3 CTU too shall notify within fifteen (15) days of the Effective Date of the Revenue Sharing Agreement to the ISTS Licensees of the details of its bank account to which any amount that is due to the CTU by an ISTS Licensee shall be credited.

4.5.4 All disbursements by CTU shall be executed through RTGS. The CTU shall, on the day of payment, notify the ISTS Licensees of the payments made to their respective bank accounts. Such notification shall be in the form of a detailed Payment Advice including the following details:

- (a) Name and identification code of the ISTS Licensee
- (b) Amount disbursed
- (c) RTGS Transaction Code
- (d) Any other detail, as deemed necessary by the CTU

4.5.5 The cost of RTGS transactions, as mentioned above, shall be to the account of the concerned ISTS Licensee.

4.6 Revenue Sharing Statements to be submitted by CTU

4.6.1 At the end of each month, the CTU shall issue a Revenue Sharing Statement to the ISTS Licensees for disbursements made against the First Bill, the Second Bill and the Deviation Bill raised during the month. These statements shall be issued by the CTU

within five (5) Working Days of the close of the month.

- 4.6.2 The CTU shall issue a bi-annual Revenue Sharing Statement to the concerned ISTS Licensee for disbursement made against the Third Bill. This statement shall be issued by the CTU within five (5) Working Days of the close of the month in which such disbursement was made.
- 4.6.3 The CTU shall upload all the Revenue Sharing Statements, as mentioned above, on its website on a monthly basis. It shall also mail the same through registered post the receipt of which shall be acknowledged in not more than two (2) Business Days from the date of receipt of the Statement. The Acknowledgement receipt shall be in the form of a predefined format and shall be sent through Facsimile/ e-mail to CTU. Upon acknowledgement, the Revenue Sharing Statement shall be considered, as Bill raised by the concerned ISTS Licensee and paid by the CTU thereof.
- 4.6.4 The Revenue Sharing Statement shall also be sent through e-mails to the ISTS Licensees.

5.0 Annual reconciliation

5.1 Annual reconciliation between the ISTS Licensees represented by the CTU and the DICs

5.1.1 At the end of each Financial Year, the CTU shall calculate the PoC charges that would have been payable by each DIC for each month during the preceding Financial Year. The CTU shall then compare the amount payable with the amount paid by each DIC for each month during the preceding Financial Year.

5.1.2 On or before fifteenth (15th) May of each Financial Year, the CTU shall prepare a statement of reconciliation with regards to each DIC. Such statement shall specify the amount payable and the amount paid for each month during the preceding Financial Year.

5.1.3 The CTU shall raise a Supplementary Bill in relation to any amount shown by the Reconciliation Statement to be due to the DIC. In case of any amount due to the CTU, the same shall be adjusted in the Yearly Transmission Charge (to be used for the computation of Point of Connection charges) of the ISTS Licensees for the next Application Period.

5.2 Annual reconciliation between the CTU and the ISTS Licensees

5.2.1 At the end of each Financial Year, the CTU shall furnish the details of the transmission charges that shall have been payable to each ISTS Licensee during each month during the preceding Financial Year and the amount actually paid to each ISTS Licensee. The CTU shall then compare the amount payable with the amount paid to each ISTS Licensee for each month during the preceding Financial Year.

5.2.2 On or before fifteenth (15th) June of each Financial Year, the CTU shall prepare a statement of reconciliation with regards to each ISTS Licensee. Such statement shall specify the amount payable and the amount paid for each month during the preceding Financial Year, and in reasonable detail, the information from which such amounts were derived.

5.2.3 The CTU shall issue a Supplementary Revenue Sharing Statement in relation to any amount shown by the Reconciliation Statement to be due to the ISTS Licensee or any amount due to the CTU.

5.3 In case of no response from any ISTS Licensee/ DIC within fifteen (15) days of publishing of statement of reconciliation, the same shall be deemed to have been accepted by the ISTS Licensees and DICs

6.0 Reporting requirements

6.1 CTU shall furnish details of the transmission charges payable and collected on a monthly, bi-annual and annual basis. The periodic reports to be submitted to each of the ISTS Licensees shall comprise of:

- (a) Details of total PoC charges Billed to and collected from the DICs
- (b) Details of the payment defaults made by the DICs
- (c) Details of Late Payment Surcharge
- (d) Details of Rebates
- (e) Details of total transmission charges disbursed to the ISTS Licensees

6.2 These reports can be uploaded on the CTU website, for reference purposes.

6.3 The Regional Power Committees (RPCs) shall provide the CTU with such information, as required for raising 1st and 2nd Bills on DICs by the first (1st) working day of the month as provided in the Sharing Regulations in the formats, as specified in the Annexure.

6.4 The Regional Power Committees (RPCs) shall provide the CTU with such information, as required for raising deviation Bill by 15th day of every month for the previous month to the CTU as provided in the Sharing Regulations in the formats, as specified in the Annexure.

7.0 Financial Adjustment in the PoC Charges for the Long-term Access granted to a DIC

7.1 The Long-term Access (LTA) is granted to DICs with and/or without firm beneficiaries but with target region. The scheduling for the power injection/drawl on first priority shall be only for that portion of the quantum for which there are firm long term PPAs. For the balance untied LTA quantum for which DIC has only target region, the scheduling shall be done only when DIC is granted either Medium-term Open Access (MTOA) or Short-term Open access (STOA) for entire or part of the balance untied LTA quantum from the Nodal Agency.

Provided that the transmission charges liability for the DIC shall be corresponding to the total quantum for which LTA is granted by CTU (with or without firm beneficiaries). The following shall be the Financial Adjustment of the payment liability for MTOA and/or STOA for the quantum of the capacity for which there are no firm long-term PPAs.

7.2 In case of Medium-term Open Access

- (a) The quantum of LTA that has been granted to any DIC with only target regions (Non-firm) shall be scheduled only when the DIC is granted MTOA. The liability for payment of transmission charges towards MTOA during a given month shall get incident on that DIC in the next month's transmission charges Bill.
- (b) For any such MTOA with same target regions and/or beneficiaries for which LTA is granted and which is within the quantum for which such LTA was granted then the MTOA transmission charges to that extent shall not be payable by that DIC.
- (c) For any other approved MTOA transaction more than the LTA granted to any DIC or which is for target regions and/or beneficiaries other than those for which LTA was granted then the transmission charges Bill equivalent to product of quantum of MTOA and PoC rate that the node/zone applicable to that DIC shall be raised in the next month and the DIC shall be liable for payment of such charges.

Provided that the MTOA is in the direction of the targeted regions mentioned in the LTA granted to the DIC by the CTU. If the MTOA is other than the targeted regions mentioned in the LTA, then such MTOA, PoC charges shall not be adjusted against the LTA granted by the CTU and a separate applicable PoC charges shall have to be paid by the DIC.

Provided further that any Transmission charges collected towards MTOA transactions as per 7.2 (c) above shall be adjusted with respect to the paying DICs (for the respective applicable month) by the next 30 days of receipt of such payments.

7.3 In case of Short-term Open Access

- (a) The quantum of LTA that has been granted to any DIC with only target regions (Non-firm) shall be scheduled only when the DIC is granted STOA from concerned RLDC/NLDC.
- (b) For STOA, DIC shall have to pay applicable transmission charges to the RLDC/NLDC at the time of application. The payment made for the STOA charges for varying quantum and varying duration with respect to (i) bilateral transactions to the region of LTA granted and (ii) all collective transactions, shall be credited to that DIC in the next month billing subject to the upper limit of the amount paid as LTA charges after accounting for the MTOA charges, if any, as per 7.2 (b) above.

Provided that the STOA is in the direction of the targeted regions mentioned in the LTA granted to the DIC by the CTU. If the STOA is other than the targeted regions mentioned in the LTA, then such STOA, PoC charges shall not be adjusted against the LTA granted by the CTU and a separate applicable PoC charges shall have to be paid by the DIC.

Provided that this adjustment shall not be done for collective transaction and bilateral transactions done through portfolio trader.

- (c) For STOA transactions not qualifying for aforementioned credit, the STOA charges after disbursing 25% of such transmission charges to the CTU in

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accordance with the CERC (Open Access) in Inter-state Transmission Regulation 2008 and amendment thereof, shall be adjusted with respect to the paying DICs (for the respective applicable month) by the next 30 days of receipt of such payments.

- 7.4 NLDC/RLDCs shall furnish to CTU the details of STOA by the 10th day of the succeeding month to the CTU for the purpose of reconciliation.

Formats of Data to be submitted by different agencies

1. Inputs to be furnished by Implementing Agency (IA)

1.1 Inputs shall be furnished by IA before the commencement of the Application Period

1.2 Inputs shall include details for each month of the Application Period

1.3 Paying DICs are those who shall pay their part of the charges and also charges on behalf of identified DICs as per their mutual agreements

FORMAT-1															
															All figures in Rupees
Sl. No.	Code	Name of the ISTS Licensee	Monthly Transmission Charges as considered for the purpose of PoC calculation												Total
			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Total			MTC	MTC	MTC	MTC	MTC	MTC	MTC	MTC	MTC	MTC	MTC	MTC	Total YTC

2. Inputs to be furnished by ISTS Licensees and owners of Deemed ISTS to CTU

2.1 Details for the period January to June shall be furnished by 15th day of August (for Bill to be raised in September) and for the period July to December by 15th Day of February (for the Bill to be raised in March).

2.2 Paying DICs are those who shall pay their part of the charges and also charges on behalf of identified DICs as per their agreements

FORMAT-2								
Period January to June or July to December								
Petition No.	Name of the ISTS Licensee	COD of the Asset	Adjustment charges on account of variation of:					Total
			Interest rate	FERV	Transmission Incentive	Petition Filing fee	Others*	
Total								
*Items need to be clearly mentioned Note: Documents in support of the above may be furnished along with the Format								

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FORMAT-4: REGIONAL TRANSMISSION ACCOUNT (PART-II)								
Gen/DIC	Zone	PoC Charges (Rs./MW/ Month)		Approved Additional Medium Term Injection /Withdrawal (MW)		Transmission Charges for Additional Medium Term Injection /Withdrawal the month (Rs.)		Total Transmission Charges for Approved Additional Medium term Injection/Withdrawal for the month (Rs.)
		Peak	Other Than Peak	Peak	Other Than Peak	Peak	Other Than Peak	
DICs		(a)	(b)	(c)	(d)	(e)=(a)x(c)	(f)=(b)x(d)	(B)=(e)+(f)
Peak : To Hrs to be furnished by NLDC/NRLDC								
<ul style="list-style-type: none"> ▪Information about DIC, Zones and corresponding PoC charges will be supplied by Implementing Agency. ▪Approved Medium term Injection /Withdrawal (MW) to be received from RLDC/NLDC ▪There may be minor modifications in these formats in view of the software development in progress 								

FORMAT-8: NET TRANSMISSION CHARGES PAYABLE BY DICs FOR THE MONTH OF

Part-I (Transmission Charges for Approved Long term Injection /Withdrawal the month (Rs.))

DICs	Transmission Charges Payable
DICs (demand)	=A+AA
DICs (injection)	Having Long term beneficiaries(=A-AA), Not Having Long term beneficiaries(=A)

Part-II (Transmission Charges for Approved Additional Medium term Injection /Withdrawal the month (Rs.))

Gen/DIC	Transmission Charges Payable
DICs (demand)	=B+BB
DICs (injection)	Having Long term beneficiaries(=B-BB), Not Having Long term beneficiaries(=B)

Part-III (Transmission Charges for Deviation from approved Injection/Drawal)

Gen/DIC	Transmission Charges Payable
DICs (demand)	=C+CC+D+E
DICs (injection)	Having Long term beneficiaries(=D+E), Not Having Long term beneficiaries(=C+D+E)

▪There may be minor modifications in these formats in view of the software development in progress

Note: As per the requirement these formats may be modified with due approval of the Commission.