



## Southern Power Distribution Company of Telangana Limited

#6-1-50, Corporate Office, Mint Compound, Hyderabad 500 063

Phone No.(040) 2343 1008, Fax Nos.(040) 2343 1395/1452, website

[www.tssouthernpower.com](http://www.tssouthernpower.com)

From  
Chief General Manager/ IPC & RAC,  
TSSPDCL, Corporate Office,  
6-1-50, Ground Floor, Mint Compound,  
Hyderabad - 500 063.

To  
The Secretary,  
TSERC, 5<sup>th</sup> Floor,  
Singareni Bhavan,  
Lakdi-ka-pool, Hyderabad

Lr.No.CGM(IPC&RAC)/SE/RAC/F.NTPC&NLC/D.No.417/21, Dt 7.07.2021

Sir,

Sub: TSSPDCL-IPC-Bulk Supply Power Agreements entered with NLC Thermal Power Station Stage I&II and NTPC Ramagundam Super Thermal Power Station I&II - Relinquishment of TS Share as per the MoP Notification dated 22.03.2021 - Consent - Requested - Reg.

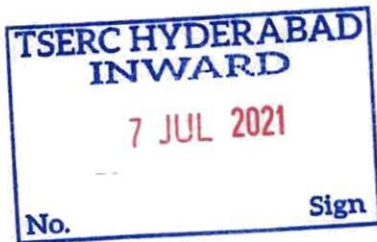
Ref: 1. Bulk Power Supply Agreement dated 28.09.1993 with NTPC  
2. Bulk Power Supply Agreement dated 18.02.1999 with NLC.  
3. MoP Lr.No.23/23/2020-R&R [254623], dt:22.03.2021.

\* \* \*

This has reference to the MoP Notification dated 22.03.2021, wherein guidelines were issued enabling the DISCOMs to either continue or exit from the PPA after completion of the term of the PPA i.e., beyond 25 years or a period specified in the PPA. The request for relinquishment of such power from CGSs has to be submitted only after the approval of the State Commission and States may exit from the PPA of such eligible CGS after giving six months of notice of relinquishment of such power.

After careful examination, TSDISCOMs have decided to relinquish the TSDISCOMs share in NTPC Ramagundam Super Thermal Power Station I&II and NLC Thermal Power Station Stage I&II, as the life of these stations have completed more than 25 years and it has been observed that the landed cost of the above projects are at higher side compared to procurement of energy by operating the State Generating Plants at higher PLF or from market purchases.

As such, it is requested to accord consent for relinquishing the TS Share from the above projects.



Yours faithfully,

P. Krishnaiah

Chief General Manager (IPC & RAC)

Email\_Id:- seipctspdcl@gmail.com

Ph:++91 94906 03671

Copy to:

The Executive Director(Comml)/TSPCC/Vidyuth Soudha/Hyd.  
The Chief General Manager/IPC&RAC/TSPDCL/Warangal.





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Singareni Bhavan,  
Lakdi-ka-pool, Hyderabad

Lr.No.CGM(IPC&RAC)/SE/RAC/F.NTPC&NLC/D.No. 580/21, Dt 09.08.2021

Sir,

Sub: TSSPDCL-IPC-Bulk Supply Power Agreements entered with NLC Thermal Power Station Stage I&II and NTPC Ramagundam Super Thermal Power Station I&II - Relinquishment of TS Share as per the MoP Notification dated 22.03.2021 - Information submitted - Reg.

- Ref:1. Lr.No.TSERC/Secy/JD(TE)/F.No.E-350115/D.No.371/2021, dt.23/07/2021.  
2. Lr.No.CGM(IPC&RAC)/SE/RAC/F.NTPC&NLC/D.No.41721, Dt 07.07.2021.  
3. MoP Lr.No.23/23/2020-R&R [254623], dt:22.03.2021.  
4. Bulk Power Supply Agreement dated 28.09.1993 with NTPC  
5. Bulk Power Supply Agreement dated 18.02.1999 with NLC.

\* \* \*

This has reference to the letter 1<sup>st</sup> cited above, wherein it was directed to furnish certain information for issuing consent to relinquish the TS share in NLC TPS Stage I & II and NTPC Ramagundam stage I & II Projects, as per Ministry of Power notification dt. 22.03.2021.

The replies to the information sought are as follows:

- i) Bulk Supply Power Agreements with NLC Thermal Power Station (Stage- I & II) and NTPC Ramagundam Super Thermal Power Station (Stage I & II).

**Reply:** Copies of the Bulk Supply Power Agreements signed by DISCOMs with NLC Thermal Power Station (Stage- I & II) and NTPC Ramagundam Super Thermal Power Station (Stage I & II) are enclosed herewith.

- ii) Whether any bundled Power is allocated from above stations.

**Reply:** 13.86 MW (0.66%) is allocated from NTPC Ramagundam Stage I & II under Bundled power scheme and for NLC Stage I & II no thermal power is allocated under aforesaid scheme.

As per para 2 (VI) of the MoP Notification dt.22.03.2021, it has been stated that:

“.....  
States may also relinquish the entire unallocated power from the CGSs (except some specific allocations e.g. power which has been bundled with solar etc). Part relinquishment of share from unallocated pool of power shall not be feasible and accordingly shall not be allowed.”

.....”



iii) Existing Cost of Power for the above stations including CTU charges etc.,

**Reply:** The Landed cost including CTU charges and losses are as follows

Station Name	Landed Cost including CTU charges and losses (Rs/Kwh)
Ramagundam I & II	3.73
NLC TPS -II Stage-1	4.12
NLC TPS-II stage-2	4.16

iv) Quantum of Power drawn from the above stations for the FY 2019-20, 2020-21 in MU and cost per unit.

**Reply:** The quantum of power drawn and cost per unit including CTU charges and losses is as follows:

Station name	FY 2019-2020		FY 2020-2021	
	Quantum of Power Drawn (MU)	Cost per unit including CTU charges & losses (Rs/Kwh)	Quantum of Power Drawn (MU)	Cost per unit including CTU charges & losses (Rs/Kwh)
Ramagundam I & II	2030.728	3.87	2124.933	3.73
NLC TPS -II Stage-1	365.582	4.08	626.432	4.12
NLC TPS-II Stage-2	294.92	4.02	314.795	4.16

v) Alternate plan to meet the above relinquished power along with Quantum and cost details.

**Reply:** The quantum of relinquished power of 468.75 MW from NTPC Ramagundam I & II (excluding bundled power allocation) and NLC TPS-II Stage I & II shall be procured from State generating stations by operating beyond 70% PLF at an average cost around Rs.2.70/Kwh arrived by taking average variable cost and similarly from the market purchases at an average cost around Rs.3.25/Kwh arrived for the FY 2020-21.

The landed cost of these stations are going to increase in future due to (a) increase in inter-state transmission charges with the waiver of transmission charges for solar projects going to be commissioned upto June 2025 (b) additional capital cost for R&M, FGD (c) additional expenditure for fly ash transportation etc.

As such, it is requested to accord consent for relinquishing the TS Share from the above projects.

Yours faithfully,

Encl: As stated above



P. Krishnaiah

Chief General Manager (IPC & RAC)

Email\_Id:- seipctsspdcl@gmail.com

Ph:--+91 94906 03671

Copy to:

The Executive Director(Comml)/TSPCC/Vidyuth Soudha/Hyd.

The Chief General Manager/ IPC&RAC/TSNPDC/ Warangal.



RSTPS I & II

(17)

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10RS.



3779

N.T.P.C

W.H

22-9-92

ms

L. No: 11828 / 03 / 90  
K. V. S. Dhanu

BULK POWER SUPPLY AGREEMENT

BETWEEN

NATIONAL THERMAL POWER CORPORATION LIMITED

AND

ANDHRA PRADESH STATE ELECTRICITY BOARD

KARNATAKA ELECTRICITY BOARD

KERALA STATE ELECTRICITY BOARD

TAMIL NADU ELECTRICITY BOARD

ELECTRICITY DEPARTMENT OF UNION TERRITORY OF PONDICHERRY

AND

ELECTRICITY DEPARTMENT OF THE GOVERNMENT OF GOA

BULK POWER SUPPLY AGREEMENT hereinafter called " Agreement" entered between National Thermal Power Corporation Limited, a Company incorporated under the Companies Act, 1956 having its registered office at NTPC SCOPE Complex, 7, Institutional Area, Lodhi Road, NEW DELHI - 110028 (hereinafter called "NTPC") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as defined in the first part; and Andhra Pradesh State Electricity Board, with its Head Office at Vidyut Soudha, Hyderabad - 500049; Karnataka Electricity Board, with its head office at Cauvery Bhavan, Bangalore - 560009; Tamil Nadu Electricity Board, with its Head office at K R R Maaligai, Electricity Board, 820 Anna Salai, Madras 600002; Kerala State Electricity Board, with its head office at Vaidhyuthi Bhavanam, Pattom, Trivandrum-695004; Electricity Department of Goa, with its Head office at Vidyut Bhavan, Panaji, Goa 403001; President of India represented by the Chief Secretary of the Union Territory of Pondicherry in respect of the Electricity Department Pondicherry, (collectively referred to as "Bulk Power Recipients" and individually referred to as "APSEB, KEB, TNEB, KSEB, GOA AND Pondicherry") which expression shall unless repugnant to the context or meaning thereof include its respective successors and assigns as parties of the second, third, fourth, fifth, sixth and seventh part respectively.

R. K. S. Chali

[Signature]

[Signature]

[Signature]

[Signature]



WHEREAS NTPC is a Generating Company of the Government of India and the Bulk Power Recipients have been allocated power by Government of India from Ramagundam Super Thermal Power Station at Jyotinagar-505215, Karimnagar District, Andhra Pradesh, hereinafter referred to as "Ramagundam STPS" owned and operated by NTPC.

AND WHEREAS the Bulk Power Recipients are desirous of purchasing energy from Ramagundam STPS and NTPC is willing to sell energy from Ramagundam STPS to Bulk Power Recipients on mutually agreed terms and conditions mentioned hereunder.

AND WHEREAS APSEB, KEB, TNEB, KSEB AND GOA had entered into respective Bulk Power Supply Agreements with NTPC for purchase of energy from Ramagundam STPS on 22.3.1985, 21.3.1985, 22.3.1985, 10.4.1985, 17.4.1985 respectively which were valid upto 31.3.1989, 31.10.1988, 31.3.1989, 31.3.1989, 31.3.1989 or till formal renewal, extension or replacement thereof.

NOW THEREFORE, in consideration of the premises, mutual agreements and covenants under conditions set forth herein and in the General Provisions governing the Agreement as contained in Appendix-A attached hereto which shall form an integral part of this Agreement, it is hereby agreed by and between the parties hereto as follows:-

1.0 DEFINITIONS

The words/expressions used in this Agreement unless repugnant to the context shall have the same meaning as assigned to them by Indian Electricity Act, 1910 and Electricity (Supply) Act, 1948 as amended from time to time and the Rules framed thereunder. The words/expressions mentioned shall have the meanings respectively as assigned hereunder:

- i) GOI : Shall mean Government of India
- ii) CEA : Shall mean Central Electricity Authority, which is a Statutory Authority.
- iii) PGCL : Shall mean Power Grid Corporation of India Ltd

*[Handwritten signatures and initials]*

- iv) SREB : Shall mean Southern Regional Electricity Board duly established by GOI vide Resolution No.EL.II/35(1)/63 dated 07.02.1964 and subsequent amendment(s)/resolution(s) thereof and as defined in the amended Electricity (Supply) Act, 1948.
- v) SRLDC : Shall mean Southern Regional Load Despatch Centre located at Bangalore.
- vi) Main Import Meter Shall mean Meter for measurement of active energy import at 400 KV busbars of Ramagundam STPS.
- vii) Main Export Meter Shall mean Meter for measurement of active energy export from 400 KV busbars of Ramagundam STPS.
- viii) Check Import/Export Meter Shall mean Meter for maintaining check on the performance of Main Import / Export meter
- ix) Regional Energy Account Shall mean monthly Energy Account including amendments/ revisions thereof prepared/ issued by Commercial Committee of SREB.
- x) Charges for supply of energy Shall mean and include all charges to be paid by Bulk Power Recipient(s) in respect of supply of energy to them by NTPC from Ramagundam STPS in accordance with the provisions of this agreement.
- xi) LC Shall mean Letter(s) of Credit

*R. K. Reddy*  
*R. K. Reddy*  
 11/2/68  
*Cheng*  
*[Signature]*  
*[Signature]*



2.0 INSTALLLED CAPACITY

The installed capacity of Ramagundam STPS is 2100 MW (3x200 MW and 3 x 500MW).

2.1 ALLOCATION OF POWER

The allocation of power from Ramagundam STPS amongst the Bulk Power Recipients presently made by the Government of India, Department of Power is given below:

<u>Bulk Power Recipient</u>	<u>Unit</u>	
a) Andhra Pradesh	MW	580
b) Karnataka	MW	345
c) Kerala	MW	245
d) Tamil Nadu	MW	470
e) Pondicherry	MW	50
f) Goa	MW	100
g) Unallocated Power	MW	310
		<u>2100</u>

2.2 COMMERCIAL OPERATION OF GENERATING UNITS

The dates of commercial operation of Generating Units at Ramagundam STPS as declared by NTPC are given below:

200 MW	Unit I	1.03.1984
200 MW	Unit II	1.11.1984
200 MW	Unit III	1.05.1985
500 MW	Unit IV	1.11.1988
500 MW	Unit V	1.09.1989
500 MW	Unit VI	1.04.1991

2.3 DRAWAL OF POWER

The power from Ramagundam STPS shall be drawn by the Bulk Power Recipients directly and/or by method of displacement. Bulk Power Recipient(s) shall draw their share of power from Ramagundam STPS through transmission system of Power Grid Corporation of India Ltd., and the transmission system(s) of Bulk Power Recipient(s)/ other Agency (ies).

*Dehali*  
*11/2/84*  
*4*  
*R. H. A.*  
*6/3/84*  
*2/1/84*

3.0 WHEELING OF POWER

Bulk Power Recipients will permit wheeling of power from Ramagundam STPS through their transmission system subject to system constraints. Bulk Power Recipients shall extend their full cooperation in transmission of power from Ramagundam STPS to other Bulk Power Recipients through their transmission system. For wheeling of Ramagundam STPS power beyond Ramagundam STPS bus bars, the charges for utilisation of transmission system(s) owned by Power Grid Corporation of India Ltd., and/or Bulk Power Recipient(s) and/or other agency(ies) shall be mutually settled and paid for directly between Power Grid Corporation of India Ltd. and/or such Agency(ies) and the concerned Bulk Power Recipient(s). NTPC shall not be responsible for the payment of such charges.

4.0 ENERGY ACCOUNTING

- a) Regional Energy Accounts issued by the Commercial Committee of SREB shall be binding on all the parties to these presents for billing and payment purposes.
- b) Regional Energy Accounts shall be prepared latest by 6th day of every month (if 6th day is a holiday for the Secretariat of SREB the next working day will be applicable) based on the monthly joint energy meter readings furnished to the SREB by the 2nd day of the month by NTPC, Bulk Power Recipients and other agencies.
- c) Regional Energy Accounts, whether they are final or provisional, shall ensure accounting of total net energy sent out at 400 KV bus bars of Ramagundam STPS and shall indicate monthly drawal by each of Bulk Power Recipients from Ramagundam STPS for billing purposes. NTPC shall not be responsible for any loss(es) of energy beyond 400 KV bus bars of Ramagundam STPS.
- d) The total energy sent out at 400 KV bus bars of Ramagundam STPS will be the net energy measured at all metering points/locations as detailed in Clause 4.1.
- e) The export and import of energy at the metering points/locations detailed in Clause 4.1 shall be computed on net basis i.e. by difference between export and import meter readings.

*Handwritten signatures and initials:*  
R. S. Chari  
H. M. S. / H. M. S.  
S. J. / S. J.  
S. J. / S. J.  
S. J. / S. J.  
S. J. / S. J.



- f) Any change in the methodology for Regional Energy Accounts shall be done only with the consent of NTPC and Bulk Power Recipients and no unilateral deductions by any of or all Bulk Power Recipients shall be made from bills of NTPC on this account.
- g) NTPC shall prepare bills for the energy supplied to each of Bulk power Recipients on the basis of Regional Energy Accounts and Bulk Power Recipients shall accept these bills for payment.
- h) In the event of delay in receiving meter readings the Commercial Committee of SREB shall issue Regional Energy Accounts on provisional basis by the 6th day of every month (if 6th day is a holiday for the Secretariat of SREB the next working day will be applicable).
- i) If for any reason whatsoever Commercial Committee of SREB is not in a position to finalise/issue Regional Energy Accounts, Member Secretary of SREB will issue Regional Energy Accounts on provisional basis as early as possible, however not later than the 10th day of the month which shall be binding on NTPC and Bulk Power Recipients for billing and payment purposes and shall be subject to adjustments, if any, as and when final Regional Energy Accounts are issued.
- j) For provisional/revised/amended Regional Energy Accounts necessary adjustments, if any, would be made by NTPC by issuing supplementary bill(s) / Credit note(s) as required.

*Phalbi*  
*R. A. D.*      *11/3/11*      *Cheng*      *6/11/11*      *2/11/11*

4.1 POINTS FOR METERING

The main and check meters already installed at Ramagundam STPS shall be maintained by NTPC at the location(s) mentioned below. Installation and maintenance of main and check meters at locations other than mentioned below shall be the responsibility of the concerned Bulk Power Recipient(s) or Power Grid Corporation of India Ltd., or other agencies as the case may be. The meters shall be sealed after calibration by the concerned parties jointly.

Line/Substation	Location of meters	Parties/ Bulk Power Recipient for joint meter reading
a) 400/132 KV and 400/220 KV Transformers at Ramagundam STPS	400 KV side of the transformers at switchyard at Ramagundam STPS	NTPC & APSEB
b) 400 KV Ramagundam - Hyderabad line	400 KV side of Ramagundam Hyderabad line at switchyard at Ramagundam STPS	NTPC & APSEB
c) 400 KV Ramagundam - Nagarjunasagar line, Circuits I & II	400 KV side of Ramagundam - Nagarjunasagar line, Circuits I & II at switchyard at Ramagundam STPS	NTPC & APSEB
d) 400 KV Ramagundam - Khammam - Vijayawada line	400 KV side of Ramagundam - Khammam - Vijayawada line at switchyard at Ramagundam STPS	NTPC & APSEB
e) 400 KV Ramagundam - Chandrapur inter-regional line, Circuits I & II	400 KV side of Ramagundam Chandrapur line, Circuits I & II at switchyard at Ramagundam STPS	NTPC & APSEB

*R. K. Khabir*

*H. V. M.*

*P. S. S.*

*[Signature]*

*[Signature]*



4.2 METER READINGS

- a) The readings of the meters shall be taken jointly by the concerned parties as detailed in clause 4.1. The parties installing meters shall also be responsible for maintaining properly their respective meters.
- b) Joint meter readings of the main as well as check meters at various Regional Energy Accounting points as identified by SREB shall be taken by the concerned parties as mentioned above at 1200 Hours (noon) on the 1st day of each calendar month. The readings taken at Ramagundam STPS shall be submitted by NTPC to SREB so as to reach SREB on or before 2nd day of the month. The meter readings at other metering points would be submitted by concerned Bulk Power Recipient(s) and/or other concerned agency(ies) so as to reach SREB on or before 2nd day of the month. In case any of the concerned party(ies) is/are not available for joint meter readings at the specified time, the meter reading taken by the other party(ies) shall be binding on all the Bulk Power Recipients and shall be taken into account for preparation of Regional Energy Accounts.

5.0 TARIFF

- a) The tariff and terms and conditions for the energy supplied/to be supplied by NTPC from Ramagundam STPS shall be as per the Notification F.No.3/19/(iii)/92-US(CT) dated November 02, 1992 issued by the Government of India, Ministry of Power under cover of their letter No.3/19(iii)/92-US(CT) dated November 02, 1992 and as notified by the GOI from time to time under section 43 A of Electricity (Supply) Act, 1948 (as amended).

*Phalun*  
*R. D. D.*  
*Cheng*  
*W. A.*  
*[Signature]*  
*[Signature]*

- b) In case of any difference between the terms and conditions of this Agreement and above Notification(s) of Government of India, the provisions of Government of India Notification(s) shall prevail.

6.0 BILLING AND PAYMENT

All charges under this Agreement shall be billed by NTPC and shall be paid by the Bulk Power Recipient(s) in accordance with the provision of Clause A.3 of Appendix - A which shall form an integral part of this Agreement.

7.0 TARIFF FOR ENERGY EXCHANGES WITH OTHER REGIONS)

The energy exchanges with other Region(s) on 400 KV transmission system will be excluded from the purview of this Agreement.

8.0 ARBITRATION

- 8.1 All differences or disputes between the parties arising out of or in connection with this Agreement shall be settled through arbitration as provided in Clause 8.2 and 8.3.

8.2 In the event of such difference(s) or dispute(s) between the parties, any party may by a written notice of 30 (thirty) days to the other Party or parties request for appointment of a Sole Arbitrator to be decided mutually by the parties concerned and, in case of disagreement, to be decided by Chairman of Central Electricity Authority. The Arbitration shall be conducted in accordance with the provisions of Arbitration Act, 1940 and any statutory modification thereto. The Arbitrator shall give a speaking and reasoned award. The decision of the Arbitrator shall be final and binding on the parties. The venue of Arbitration shall be as decided by the Arbitrator. The Courts of Hyderabad shall have the exclusive jurisdiction in all matters arising under this Agreement.

- 8.3 The Arbitrator shall reasonably decide in what proportion his fee and cost of arbitration proceeding shall be borne by the parties. The Arbitrator with the consent of the parties may enlarge the time from time to time to make and publish the award.

*Handwritten signatures and initials:*  
Rth = Co.  
H.M.  
A. George  
R. K. D.  
[Signature]  
[Signature]



8.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement and the payment of any bill preferred shall not be withheld by the Bulk Power Recipient(s) for any reason whatsoever including the pendency of arbitration proceedings.

9.0 FORCE MAJEURE

The parties shall ensure due compliance with the terms of this Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lock-out, forces of nature, accident, act of God and any other reason beyond the control of concerned party. But any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

10.0 IMPLEMENTATION OF THE AGREEMENT

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate in this behalf and notify in writing to the other party by Registered Post. Any other nomination of authorised representative(s) shall be informed likewise in writing to/by the Bulk Power Recipient(s) within one month of signing of the Agreement. Notwithstanding any nomination, the Executive Director (SR), National Thermal Power Corporation Limited, MCH Complex, Rashtrapathy Road, Secunderabad - 500003, as well as Executive Director (Commercial), National Thermal Power Corporation Limited, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003 or their authorised representative(s) shall be authorised to act for and on behalf of NTPC.

*R. K. Chhabra*

*H. A.*

*Chhabra*

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*R. K. Chhabra*

*[Signature]*

*[Signature]*

*[Signature]*


11.0 NOTICE

11.1 All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned in the Agreement, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Post and with acknowledgment due to the other party(ies) in terms of clause 10 of the Agreement.

12.0 EFFECTIVE DATE AND DURATION OF AGREEMENT

The Agreement shall be deemed to have come into force, with effect from 1st November, 1992 for all purposes and intent and shall remain operative upto 31st October, 1997 provided that this Agreement may be mutually extended, renewed or replaced by another Agreement on such terms and for such further period of time as the parties may mutually agree. In case Bulk Power Recipient(s) continue to get power from Ramagundam STPS even after expiry of this Agreement without further renewal or formal extension thereof then all the provisions of this Agreement shall continue to operate till this Agreement is formally renewed, extended or replaced.

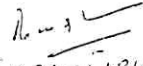

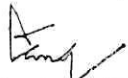
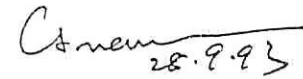

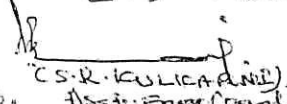
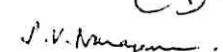
IN WITNESS WHEREOF the parties above executed these presents through their Authorised Representatives at

*R. S. Chelvi*  




Madras on the Twenty Eighth day of September, One Thousand Nine Hundred Ninety Three (28-09-1993).

WITNESS

1.   
(V. R. NARAYANA MURTHY) RAO  
CHIEF ENGINEER (IPC)  
APSEB  
For and on behalf of (K. BALARAMAREDDI)  
Andhra Pradesh State Electricity Board (CHAIRMAN, APSEB)
2.   
(K. KUPPUSAMY)  
Member (FIN)  
KEB  
For and on behalf of (K. V. IRANIRAYA)  
Karnataka Electricity Board CHAIRMAN  
KEB
3.   
M. M. MATHEW ROY  
Chief Engineer (General & Generals)  
K.S.E.B. TRIVANDRUM  
For and on behalf of (R. SIVADASAN)  
Kerala State Electricity Board CHAIRMAN  
K.S.E.B.
4.   
28.9.93  
C. Rama Sany, H.G./WEB  
For and on behalf of  
Tamil Nadu Electricity Board  
(N. HARI BHASKAR IAS)  
CHAIRMAN  
TNEB
5.   
(C. KRISHNA MURTHY)  
Superintending Engineer, Chief Secretary to the  
E.D. Pondicherry Union Territory of Pondicherry  
Per pro the President of India  
(S.R. Arya)  
For and on behalf of  
Electricity Department of Government of Goa  
(U.S. MADHAW)  
CEE (Genl).
6.   
(S.R. KULCARANI),  
Asstt. Engrg (Genl)  
For and on behalf of  
Director (Ops)  
National Thermal Power Corporation Ltd.  
(N. GOPALAN)  
ED - SR/NTPC  
NTPC
7.   
(S.V. NARAYANAN)  
MEMBER-SECRETARY, SREB

APPENDIX - A

GENERAL PROVISIONS GOVERNING THE AGREEMENT

A.1 INTEGRAL PART

This Appendix shall be an integral part of the Bulk Power Supply Agreement. If any of the general provisions of this Appendix are repugnant to a corresponding specific provision of the Agreement, then latter shall prevail to the extent of repugnancy.

A.2 METERING

A.2.1 A set of Main and Check Energy Meters of 0.5 accuracy class shall be installed by NTPC at 400 KV bus bars of Ramagundam STPS as per clause 4.1 of the Agreement. Each of the Main and Check meters will be a pair of Export and Import meters.

A.2.2 All the meters shall be jointly calibrated, inspected and sealed on behalf of concerned parties. They shall not be interfered with except in the presence of other parties for joint testing and calibration and/or replacement and/or any other purposes for which due notice of 7 (seven) days will be given by NTPC so that this is done in the presence of the authorised representatives of the parties concerned.

A.2.3 All the meters shall be checked for accuracy quarterly by NTPC and concerned Bulk Power Recipient(s) and shall be treated as working satisfactorily so long as the errors are within the limits prescribed in relevant Indian Standard (or British Standard where Indian Standard is not existing) for meters of the said class. The meter readings of main meters shall form the basis of the Regional Energy Accounts so long as the quarterly check results thereof are within prescribed limits. If the check meters are found to be defective during the quarterly checks, these shall be immediately calibrated. Where the quarterly checks indicate errors in the main meter(s) beyond limits but no error is noticed in check meter(s) during quarterly checking, computation of total net energy sent out at 400 KV busbars at Ramagundam STPS for the month shall be done

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on the basis of check meter(s) and main meter(s) shall be calibrated immediately. If during the quarterly test check both the main meter(s) and the corresponding check meter(s) are found to be beyond the permissible limits of error both the meter(s) shall be immediately calibrated and the correction applicable to main meter shall be applied to the consumption registered by the Main meter(s) to arrive at the correct consumption of energy for the purpose of Regional Energy Accounts for the month from the date of last meter reading upto the time of replacement of correct main meter. Billing for the period thereafter till the next monthly meter reading shall be as per calibrated main meter. During this period of calibration of main and check meter(s), another set of main and check meters duly calibrated and sealed will be installed by NTPC at Ramagundam STPS in the presence of concerned parties and jointly sealed. The energy accounting during the period of calibration of original meters shall be as per the readings of the substituted main meters. In case spare meters are not available with NTPC, the main/check meters shall be calibrated by rotation. During the period of removal of main meter, the energy accounting will be done based on check meter readings applied with correction factor of the check meter obtained during testing/calibration of check meter.

A.2.4 If in any month the readings of the main energy meter(s) differs from the readings of corresponding check energy meter(s) by more than 1% (one per cent) the main and check energy meter(s) shall be tested in turn and the errors at various levels as per standard procedures would be determined. If on such testing main energy meter error is found to exceed plus/minus 0.5% (one half per cent) the energy figures recorded by the main energy meter(s) for the above month concerned shall be revised accordingly and the main energy meter(s) shall be recalibrated or replaced by the correct energy meter(s). Pending the results of such testing, billing and payment shall continue to be based on the energy recorded by the check energy meter(s).

A.2.5 All the main and check energy meter(s) shall be calibrated once in every six months jointly by both parties, i.e. January and July irrespective of the calibrations that might have been done, where necessary, during the quarterly check. It shall be the endeavour of the parties that errors are adjusted as close to zero as possible. If the error found at the time of half yearly

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A.2.10 For the purpose of test and calibration, the Rotating Substandard (RSS) meter calibrated and sealed by Government Authorised Meter testing House/Laboratory shall be utilised. This RSS meter shall be got calibrated once in every six months at the Government Authorised Meter testing House/Laboratory.

A.2.11 Monthly meter(s) readings shall be taken by the authorised representatives of the concerned parties as mentioned in this Agreement.

A.2.12 TESTING AFTER NOTICE

If at any time any party to the Agreement feels that a meter is not recording correctly it shall give notice to the other party. NTPC shall then undertake testing and calibration of the meters owned by NTPC and located at Ramagundam STPS in coordination with the other parties concerned. If error on such testing is found to exceed the error limits specified in the relevant Indian Standard (British Standard where Indian Standard is not existing), for this class of meters, necessary adjustments in the bills shall be made from the date of notice or from such other date as can be satisfactorily established to be proper for such adjustment not exceeding 30 (thirty) days prior to the notice.

A.3.0 BILLING AND PAYMENT

a) NTPC shall present bills after the end of each calendar month for energy supplied to Bulk Power Recipient(s).

b) Billing Centres of NTPC shall carry out billing and associated functions. The authority of the Bulk Power Recipient(s) to whom the bills have to be submitted would be informed by the Bulk Power Recipients to NTPC, within a month of signing of the Agreement failing which NTPC would submit the bills to the Chief of Finance and

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Accounts wing of the Bulk Power Recipient(s).

1) The monthly bill for Ramagundam STPS shall be aggregate of charges in accordance with the provisions of the Agreement. If for certain reasons some of the charges cannot be included in the monthly main bills, such charges shall be billed as soon as possible through supplementary bill(s).

2) The bill(s) of NTPC shall be paid in full subject to the condition that

(i) there are no apparent errors in the bill(s) and

(ii) the bill(s) is/are claimed as per the agreed tariff and as per the Notification of the Government of India referred to in clause 5.0 (a), and

(iii) regional energy accounts referred to in clause 4.0.

In disputed cases Bulk Power Recipient(s) shall file a written objection with NTPC as soon as possible preferably within 45 (forty five) days of presentation of the bill giving the following particulars:

i) Items disputed with full details/data and reasons of dispute and

ii) Amount disputed against each item.

NTPC shall resolve the above dispute(s) with the concerned Bulk Power Recipient(s) as soon as possible preferably within 45 (forty five) days.

(e) NON-PAYMENT OF BILLS AND NON-ESTABLISHMENT OF LC

It is agreed that the Bulk Power Recipient (s) will make all efforts to open LC within a reasonable period. In the event of failure to establish/enhance LC within a reasonable period or alternatively in the absence of LC, if any bills remain unpaid for a period exceeding two months from the date of issue of the bill, NTPC shall have the authority to discontinue/reduce supply of power from Ramagundam STPS to such Bulk Power Recipient(s) and advise SREB accordingly.

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N.L.C. Ltd, Neyveli.

S. J. Suman  
ச. சிவசுப்பிரமணியன்  
R.C. No.9521/B1/10.9  
சென்னை நகராட்சி, த.ந.க. (ச.க.க.)  
பிளாக் - 9, அண்ணாபுரம் - 1

**POWER SUPPLY AGREEMENT**  
Between  
**NEYVELI LIGNITE CORPORATION LTD**  
&  
**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED and**  
**NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED**  
FOR  
**NEYVELI THERMAL POWER STATION II**  
**(630 MW in Stage I and 840 MW in Stage II)**

THIS POWER SUPPLY AGREEMENT hereinafter called the "Agreement" entered into at Hyderabad on the 21<sup>st</sup> day of February, Two Thousand Fifteen (21/02/2015.) between M/s.Neyveli Lignite Corporation Ltd. a Company incorporated under the Companies Act, 1956, having its registered Office at "Neyveli House", 135, Periyar E.V.R. High Road, Kilpauk, Chennai-600010, Tamilnadu, (hereinafter referred to as "NLC" or "Seller") which expression shall unless repugnant to the context or meaning thereof include its representatives, successors and assigns, as parties of the **first part**;

And

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24/2/2015



SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, a Government of Telangana State Undertaking and a company incorporated under Companies Act, 1956 and carrying on the business of distribution and supply of Electricity in the area of supply mentioned in its license and having its registered office located at 6-1-50, Mint Compound, Hyderabad - 500063 in the State of Telangana, hereinafter referred to as procurer or "TSSPDCL" (which expression shall, unless repugnant to the context or meaning thereof include its representatives, successors and assigns); and

NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED, a Government of Telangana State Undertaking and a Company incorporated under Companies Act, 1956 and carrying on the business of distribution and supply of Electricity in the area of supply mentioned in its license and having its registered office located at H.No:2-5-31/2, Corporate Office, Vidyut Bhavan, Nakkalgutta, Hanamkonda, Warangal-506001 in the State of Telangana, hereinafter referred to as procurer or "TSNPDCL" (which expression shall, unless repugnant to the context or meaning thereof include its representatives, successors and assigns);

TSSPDCL and TSNPDCL are collectively called as "Telangana Discoms" and as parties of 2<sup>nd</sup> part.

AND WHEREAS the Seller is having a lignite fired power station named as Thermal Power Station II (Capacity of 630MW in Stage I with 3 units of 210 MW and a capacity of 840 MWs in Stage II with 4 Units of 210 MW) in Neyveli of Cuddalore district of Tamilnadu hereinafter specifically referred to as "TPS II" and generally be referred to as "Station" to be owned and operated by the Seller.





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And WHEREAS ~~Telangana Discoms~~ or ~~the Procurers~~ is already purchasing electricity from TPS II and the Seller is selling electricity from TPS II to the Procurer by entering into BPSA, latest was signed by AP Transco on behalf of Discoms on 18.02.1999.

Whereas the BPSA entered for the power purchase has expired on 31.03.2001. Clause 10.2 of earlier BPSA validates the existence of agreement till the date of renewal. During the period from 01.04.2001 to till date, allocation of power to the procurer from TPS II is governed by MOP/GOI order dated 18.09.1981 (Stage I) and 05.07.1991 (Stage II) and the Tariff adopted was as per the CERC tariff orders for TPS II during the Tariff control periods 2001-04, 2004-09 and 2009-14.

In the present scenario after bifurcation of Telangana from Andhra Pradesh vide Andhra Pradesh Reorganization Act 2014 (No.6 of 2014) dated 01.03.2014, it is prudent to have Power Supply Agreement (PSA) incorporating suitable payment terms in line with the industry practices with terms and conditions mentioned hereunder.

Now, therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:-

#### 1.0 DEFINITIONS

- (a) The words or expression used in this Agreement but not defined hereunder shall have the same meaning assigned to them by the Electricity Act, 2003 as amended from time to time, the Rules framed there under and Regulations issued by CERC from time to time.





(b) The words or expressions mentioned below shall have the meanings respectively as assigned hereunder:

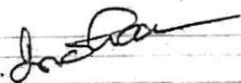
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|-------|-----------------------------------|---|
| i)    | Act 2003                          | The Electricity Act, 2003 as amended or modified from time to time, including any re-enactment thereof.   |
| ii)   | Availability                      | As defined in the CERC (Terms and Conditions of Tariff) Regulations, 2009 / 2014 as amended or replaced from time to time.  |
| iii)  | Billing Centre                    | The office/RHQ as intimated by the seller to the Procurer from where the bills will be raised on them.  |
| iv)   | Bulk Power Customer(s)/ Procurers | Bulk Power Customer(s) in relation to the station shall mean the person(s) including the Procurer to whom capacity is contracted from the station.  |
| v)    | Busbars/ Ex Bus                   | Busbars of the station to which outgoing feeders are connected.   |
| vi)   | CEA                               | Central Electricity Authority   |
| vii)  | CERC                              | Central Electricity Regulatory Commission   |
| viii) | CTU                               | Central Transmission Utility  |
| ix)   | Capacity Charges                  | Capacity Charges are Fixed Charges as determined by CERC or any other competent authority and shall be paid in proportion to the Contracted Capacity from time to time.   |
| x)    | Charges for supply of Electricity | Mean and include all charges including the Tariff to be paid by the Procurer/Bulk Power Customer(s) in respect of supply of electricity to them from the Station in accordance with the provisions of this Agreement. |
| xi)   | Commercial Operation Date         | 'Date of Commercial Operation' or 'COD' in relation to a unit, means the date declared by the generating company after demonstrating the maximum continuous   |

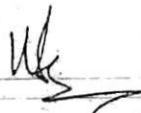
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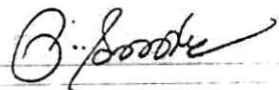
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- rating (MCR) or the installed capacity (IC) through a successful trial run after notice to the procurers, from 0000 hour of which scheduling process as per the Indian Electricity Grid Code (IEGC) is fully implemented, and in relation to the generating station as a whole, the date of commercial operation of the last unit or block of the generating station.
- xii) Contracted Capacity Capacity contracted under this agreement by the Procurer /Bulk Power Customer(s) under Article 2.2
- xiii) Due Date 60 days from the date of presentation of bill(s)
- xiv) Effective Date Means the date of signing of this Agreement
- xv) GOI Government of India
- xvi) IEGC Indian Electricity Grid Code, as notified by CERC or any other competent authority and as amended from time to time.
- xvii) Incremental Receivables The amount of the Receivables in excess of the amounts which have been charged or agreed to be charged in favour of the Procurer's Financing Parties by way of a legally binding agreement, executed prior to the 'Effective Date', i.e., the date of signing this PPA, provided such charge of the Procurer's Financing Parties shall be limited to the extent of their outstanding exposure (including commitments for exposure) as on the 'Effective Date'.
- xviii) Infirm Power Means electricity generated prior to commercial operation of the Unit(s) /Block(s) of the Station.
- xix) LC Irrevocable Revolving Letter(s) of Credit.
- xx) Main and Check meter Meter for measurement and checking of import/export of energy at the metering points mentioned in clause 4.3.2 of the Station Busbars for Energy Accounting.
- xxi) Monthly Bill Monthly Bill as raised by the Seller as per









		REA published by SRPC in line with the CERC Regulation as amended from time to time. Provided that periodicity of billing may change as per CERC regulation from time to time.
xxii)	Party/ Parties	Shall have the meaning ascribed thereto in the recital to this Agreement.
xxiii)	Permitted Assigns	Have the meaning as per Article 12 of this agreement
xxiv)	Power Grid	Power Grid Corporation of India Ltd.
xxv)	SRLDC	Southern Regional Load Despatch Centre
xxvi)	SRPC	Southern Regional Power Committee Established under Section 2(55) of the Electricity Act, 2003
xxvii)	Energy Account (EA)	Monthly Regional Energy account issued by SRPC including amendments thereof.
xxviii)	Scheduled Generation	Scheduled Generation as defined in the CERC (Terms and Conditions of Tariff) Regulations, 2009 / 2014 as amended or replaced from time to time.
xxix)	SRLDC	State Regional Load Despatch Centre
xxx)	Station	Have the meaning as given in the recital
xxxi)	STU	State Transmission Utility
xxxii)	Supplementary Bill	Have the meaning under the Article 6.1.3
xxxiii)	Target Availability	Availability of the Station for recovery of full Capacity (Fixed) Charges on annual basis
xxxiv)	Transmission Licensee	Having the meaning as per Electricity Act 2003
xxxv)	Tariff	Tariff shall constitute Capacity Charges, Energy Charges, Incentive and other charges viz taxes/cess etc. for supply of electricity from the Station as determined by CERC or any other Competent Authority.
xxxvi)	Third Party(ies)	Any person other than the person to whom electricity is contracted under this

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xxxvii) Unit	Agreement. Each Unit of the Station
xxxviii) UI/ Deviation	Unscheduled Interchange as defined in the CERC (Unscheduled Interchange charges and related matters) Regulations, 2009/CERC Deviation Regulations as amended or replaced from time to time.

**2.0 GENERAL**

**2.1 Installed Capacity:**

2.1.1 The capacity of TPSII is 630 MW in Stage I with 3 units of 210 MW and 840 MW in Stage II with 4 Units of 210 MW.

**2.2 Allocation of Capacity**

2.2.1 Allocation of power is as per the Ministry of Power, G.O.I and G.O.Ms.No.20 dated 08.05.2014 issued by united AP State Government. Copies of the allocation letter issued by Ministry of Power and G.O.Ms.No.20 are enclosed.

2.2.2 The right of drawl of power by buyer against above allocation shall be to the full extent as long as buyer open and maintain LC in proportion to their percentage share as per clause 6.2 of this agreement. NLC shall intimate SRLDC from time to time regarding the quantum of capacity buyer is eligible to draw.

**3.0 Transmission/ Wheeling of Electricity**

3.1 Sale of electricity shall be at the busbars of the Station. There after it shall be the obligation and responsibility of the Procurer to make the required arrangement for evacuation of electricity from such delivery points of the Seller.

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3.2 Charges for utilization of transmission system(s) owned by the Power Grid/other Transmission Licensee for wheeling of the electricity beyond busbar of the Station, shall be paid directly by the Procurer to the Power Grid or the Transmission Licensee as the case may be. The Seller shall not be responsible for payment of such charges.

#### 4.0 SCHEDULING, METERING AND ENERGY ACCOUNTING

##### 4.1 Scheduling

It is understood and agreed by and between the parties that the Seller shall operate the Station as a base load station as per the manufacturer's guidelines, applicable grid operating standards, directions of the CERC and relevant statutory provisions, as applicable form time to time. Methodology of generation scheduling shall be as per IEGC and the decisions taken at SRPC forums.

All charges/fees related to scheduling and despatch of electricity shall be borne by the Procurer(s). The Seller shall make declaration of the capacity at the busbars of the Station after taking into account the capability and mine II consumption of the Station to deliver Ex-Bus which shall be considered while calculating Declared Capacity (DC).

##### 4.2 Declared Capacity

Declared Capacity 'DC' means the capability of the Station to deliver Ex-Bus electricity in MW declared by the Station in relation to any period of the day or whole of the day, duly taking into account the availability of lignite as per the procedure laid down in IEGC.

Notwithstanding the following, Station shall be deemed as available to the extent of DC declared by the Station for any time period:



- a) Failure on account of Bulk Power Customer(s) to transmit and wheel electricity from the Station Ex-Bus.
- b) Any other reason not attributable to the Seller restricting scheduling and despatch of capacity at the Station Ex-Bus.

#### 4.3 Metering Arrangement

The main and check meters of 0.2s class accuracy already installed at Thermal Power Station II are detailed below.

Location of the meter	Voltage Level	Description
For each feeding point of generating units for units no 1,2&3 of Stage-I	230 KV	At the feeding point to the 230KV station Bus-Bars
Consumption locations for station transformers 1,2,3&4	230KV	At the feeding point from the 230KV station Bus-Bars
Consumption locations for Mine-II feeders (2 Nos.) and Mines-I Expansion feeders (2 Nos.)	230KV	At the feeding point from the 230KV station Bus-Bars
Export to Villianur (Pondy), Bahoor, Villupuram, STCMS and Kadalankudi feeders	230KV	At the feeding point from the 230KV station Bus-Bars
For 230 KV/400 KV interconnection transformers between Stage I and Stage II	230KV	At the Transformers for both feeders
For feeding point from each generating unit for units no.4,5,6 & 7 of stage II	400 KV	At the feeding point to the 400KV station Bus-Bars

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Location of the meter	Voltage Level	Description
For export and import on feeders	400 KV	At 400 KV Bus - Bars ends on 400 KV Neyveli - Pondy i line 400 KV Neyveli - Salem line - 1 400 KV Neyveli - Salem line - 2 400 KV Neyveli - Trichy line 400 KV Neyveli - Puglur line

#### 4.3.1 Metering Methodology:

- i) A set of Main and Check meters of 0.2S accuracy class, as per CEA (Installation & Operation of meters) Regulations 2006/IEGC are installed on all the elements connected to the 230KV and 400KV buses of Thermal Station II by NLC Ltd.
- ii) The Main and Check meters shall be checked and calibrated jointly at the time of installation as per CEA (Installation & Operation of meters) Regulations 2006 and amendments thereof.
- iii) Data shall be downloaded from the meters on the first day of every week and sent to SRLDC in the prescribed format for preparation of REA/Deviation account.
- iv) Regular cross checking and analysis of meter readings and meter failures or discrepancies shall be reckoned as per CEA (Installation & Operation of meters) Regulations 2006 and amendments thereof.
- v) In case of failure of Main meter, readings of Check meter for the corresponding period is considered for energy/Deviation accounting. If both the Main and Check Meter(s) fail to record or if any of the PT fuses is blown out, energy is computed based on standby meters.





vi) In case of dispute, the decision of Member Secretary of the SRPC is final and binding.

vii) Periodic testing and calibration of both Main and Check meters is carried out in the presence of NLC and nominated representatives of Procurer.

#### 4.4 Energy Accounting

4.4.1 Both the parties agree to facilitate issue of Energy Accounts by 1<sup>st</sup> day of every month.

4.4.2 Regional Energy Account issued by SRPC or any other Competent Authority shall be binding on all the parties for billing and payment purposes.

4.4.3 Any change in the methodology of Regional Energy Account shall be done only as per the decisions taken in the SRPC forums and both the parties agree to abide by the methodology so finalized.

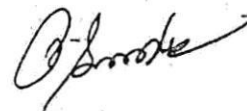
#### 5.0 TARIFF

##### 5.1 Terms and Conditions:

5.1.1 The Tariff for the electricity supplied from the Station would be as determined by CERC or from time to time.

5.1.2 Tariff for sale of electricity from the Station shall comprise Capacity Charge, Energy Charge, Incentive, UI and all other taxes/charges.

5.1.3 The Lignite Transfer Price in the computation of Energy charges will be based on the guidelines issued by Ministry of Coal from time to Time.



## **5.2 Taxes, Levies, Duties, Royalty, Cess etc.:**

### **5.2.1 Tax on income**

Income tax applicable for the sale of power under this Agreement shall be governed by the applicable CERC Regulations and the parties agree to abide by and comply such Regulations. Tax on the income stream of the corresponding Mine is payable as per the Guidelines issued by Ministry of Coal from time to time.

### **5.2.2 Other Taxes, Levies, Duties, Royalty, Cess etc.**

Statutory taxes, levies, duties, royalty, cess or any other kind of levies imposed /charged by any Government (Central/State) and/or any other local bodies/authorities on generation of electricity including auxiliary consumption or any other type of consumption including water, environment protection, sale of electricity and/or in respect of any of its installations associated with the Station payable by the Seller to the authorities concerned shall be borne and additionally paid by Procurer on claim by NLC.

## **6.0 BILLING AND PAYMENT**

### **6.1 Billing:**

The Charges for Supply of Electricity under this Agreement shall be billed by the Seller as determined from time to time by Central Electricity Regulatory Commission and/or any other Competent Authority and the same shall be paid by the Procurer in accordance with the following provisions:

6.1.1 The Seller shall present the bills for electricity supplied to the Procurer from the Station for the previous month based on Regional Energy Account issued by SRPC or any other competent Authority.





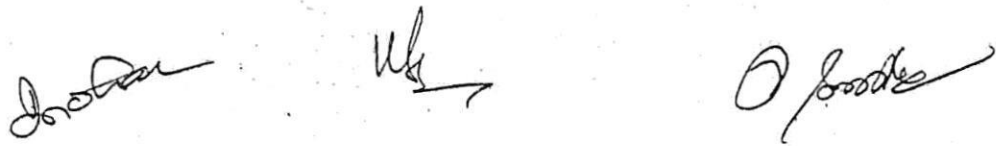
6.1.2 Billing Centre of the Seller shall carry out billing and associated functions. The Seller would submit the bills to the Officer nominated by the Procurer.

6.1.3 The Monthly Bill for the Station shall include the Charges for Supply of Electricity under this Agreement, taxes, duties, cess etc., including additional bill(s) for the past period(s) on account of orders of CERC/Appellate Tribunal for Electricity/other Courts/other Competent Authority (ies). If for certain reasons some of the charges which otherwise are in accordance with this Agreement, cannot be included in the main Monthly Bills, such charges shall be billed as soon as possible through Supplementary Bill(s).

6.1.4 The Procurer shall arrange payment of such Monthly Bill(s)/ Supplementary Bill(s), promptly on presentation through electronic fund transfer or other mutually acceptable instrument(s) at the designated account of the Seller. The date of transfer of fund to the Seller account shall be considered as the date of payment for computation of rebate or late payment surcharge in respect of such payment. The bill(s) of the Seller shall be paid in full subject to the condition that

- i) there is no apparent arithmetical error in the bill(s)
- ii) the bill(s) is/are claimed as per the notified/agreed tariff.
- iii) they are in accordance with the Energy Accounts issued by SRPC or any other Competent Authority.

6.1.5 All payments made by Procurer towards amounts due, shall be appropriated by NLC in the following order of priority.



- i) towards Late Payment Surcharge, payable if any, as intimated by NLC through Late payment Surcharge bills as per CERC Tariff regulations ; and
- ii) towards earlier unpaid bill(s) including arrear bills, if any ;
- iii) towards statutory dues like income tax, other tax, royalty etc., in the current bill(s) ;
- iv) Towards other charges in current Monthly Bill.

6.1.6 In case the Procurer disputes any amount even then, it shall pay 95% of the disputed amount forthwith and file a written objection with the Seller within 30 days of presentation of the bill, giving following particulars:

- i) Item disputed, with full details/data and reasons of dispute
- ii) Amount disputed against each item.

Provided that non-acceptance of tariffs determined/approved by CERC or any other Competent Authority shall not be a valid ground for dispute.

6.1.7 The amount of excess/shortfall with respect to the said 95% payment based on finally determined amount in line with this agreement/CERC regulation/Electricity Act 2003 shall be paid/adjusted with the applicable interest from the date on which the amount in dispute was payable/refundable.

#### 6.1.8 Rebate and Late Payment Surcharge

Rebate and Late Payment Surcharge shall be as per Terms and Conditions of Tariff issued by CERC or any other competent authority



as applicable from time to time. No rebate shall be payable on the bills raised on account of taxes, duties, royalty/cess etc.

**6.2 Establishment of Letter of Credit (LC) and Payment Security Mechanism:**

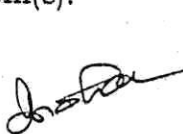
6.2.1 The Procurer shall establish an irrevocable revolving Letter of Credit (LC) in favour of the Seller with a public sector/ scheduled commercial bank (as per list supplied by the Seller).

6.2.2 The LC shall cover 105% of one month's estimated billing in respect of electricity supplied from the Station to the Procurer. This shall be in addition to the obligation of the Procurer to establish similar letters of credit for supply of electricity to the Procurer from all other generating Stations of NLC, if any.

6.2.3 The amount of LC shall be reviewed each half year commencing 1<sup>st</sup> April and 1<sup>st</sup> October in each financial year on the basis of the average of billing of previous 12 months.

6.2.4 The LC shall be established for a minimum period of one year. The Procurer shall ensure that LC remains valid at all times during the entire/extended validity of this Agreement. LC shall be renewed not later than 30 days prior to expiry.

6.2.5 LC shall specify the manner and dates when Bill(s) can be presented to Bank by the Seller. The bills raised as per the orders /regulations of CERC or such other competent authorities, so presented by the Seller to the Bank shall be promptly paid on their presentation through Electronic Fund Transfer or other mutually acceptable instrument(s) . In case of non-receipt of any part of Bill(s) on due date, LC shall be operated on the same day for unpaid portion of Bill(s).





6.2.6 All costs relating to LC including opening, maintenance and negotiation charges, shall be borne by the Procurer.

6.2.7 In case of drawl of the LC amount by the Seller in accordance with the terms of this Article, the LC shall be replenished immediately.

**6.2.8 Third Part Sales :**

In case of a default in payment and or establishment of LC as required under this Agreement, the Seller shall be entitled to without prejudice to its other rights, exercise the option to sell whole or any part of the capacity allocated (Firm allocation or Current) to the Procurer to Third Party /Parties at the risk and cost of the Procurer immediately thereafter in the manner herein below.

In case payment is not made by the Due Date either directly or through LC, the Seller shall have the right to regulate with effect from the date worked out as per CERC Regulation of Power Supply Regulations 2010 and amendments thereof and sell up to 25% of the allocated capacity to third party/parties and increase the same by 25% for each week of default thereafter.

Sale to Third Party/Parties would be subject to the following conditions:

The surplus revenue recovered over Energy Charge, Incentive, Taxes & Duties and other administrative charges attributable to such electricity sold shall be adjusted as under.

- a) The surplus upto the Capacity Charges for the corresponding period shall be used towards extinguishment of the subsisting outstanding capacity charge payment liability of the Procurer towards the Seller; and

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- b) The surplus, if any, above the Capacity Charges for the corresponding period shall be retained and appropriated by the Seller.

Provided that supply to the procurer will be restored within fifteen (15) Days from setting right the default.

It is clarified that the above arrangement shall not be construed as relieving the Procurer of any of its obligations to the Seller, if any.

For the removal of any doubt it is clarified that in case of default, the Procurer shall continue to be liable to pay the Capacity Charges in proportion to its Contracted Capacity during the period of regulation/diversion of capacity or till the capacity is re-allocated to other Bulk Power Customer(s)/Third Party(ies), subject to the adjustment as per Clause No.6.2.8(a) and (b).

## 7.0 SETTLEMENT OF DISPUTES


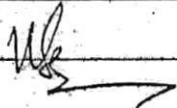
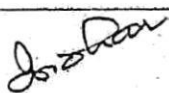
- 7.1 All differences or disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and resolved within 90 (ninety) days.

### 7.2 Arbitration

- 7.2.1 In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be dealt as per the provisions of the Electricity Act 2003.

## 8.0 FORCE MAJEURE

Neither party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to force majeure events such as war, rebellion, mutiny, civil commotion, riot, strike, lockout, forces of nature, accident, act of God or any other such





reason beyond the control of concerned party. Any party claiming the benefit of this clause shall reasonably satisfy the other party of the existence of such an event and give written notice within a reasonable time to the other party to this effect. Generation/drawal of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

**9.0 IMPLEMENTATION OF THE AGREEMENT**

All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorized representative(s) that each party may nominate in this behalf or their authorized representatives shall be authorized to act severally for and on behalf of the buyer and Seller.

**10.0 NOTICE**

All notices required or referred to under this Agreement shall be in writing and signed by the respective authorized signatories of the parties mentioned herein above, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed post of Department of Posts with an acknowledgement due to the other parties in terms of **IMPLEMENTATION OF THE AGREEMENT** at Article 9 above.

**11.0 EFFECTIVE DATE AND DURATION OF AGREEMENT**

The Agreement shall come into effect for all purposes and intent from the date of signing of the Agreement. This Agreement shall remain operative upto completion of **Fifteen (15) years**. This agreement is continue to be valid till the agreement is formally renewed or extended or replaced on mutual terms.





**12.0 SUCCESSORS AND PERMITTED ASSIGNS**

In such case where the functions of the Procurer are reorganized and/or this Agreement is assigned to other organization(s)/ agency(ies)/partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor Distribution/Trading organization(s)/ agency(ies)/entities and shall continue to remain valid with respect to the obligations of the successor organization(s)/ agency(ies)/entities.


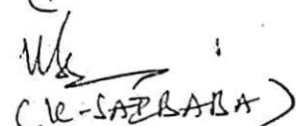
**IN WITNESS WHERE OF** the parties have entered into agreement through their Authorized Representatives have hereunto set their hands on the above written on 21/02/ 2015.

**For and on behalf of**  
**Neyveli Lignite Corporation Ltd**



**R. MOHAN**  
CHIEF GENERAL MANAGER (COMMERCIAL)  
NEYVELI LIGNITE CORPORATION LIMITED  
CORPORATE OFFICE  
NEYVELI 607801.

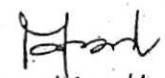
**Witness**

  
**(A. HANUMAN GM TS TCMD NLC**  
  
**(CR-SABBARA)**


**For and on behalf of**  
**TSSPDCL**

Chief General Manager (Commercial)  
TSSPDCL Corporate Office,  
6-1-50, Mint Compound, Hyderabad-63.

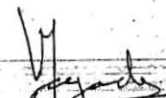
**Witness**

  
**M. Madhava Rao**  
**APC/IPC/TSSPDCL**

**For and on behalf**  
**TSNPDCCL**

  
**P. SANDHYA RANI**  
**Chief General Manager**  
**IPC & RAC TSNPDCL,**  
**Warangal.**

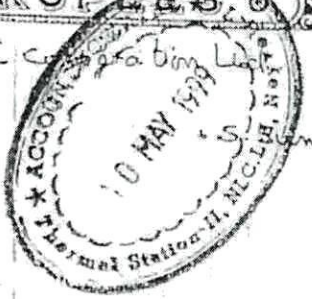
**Witness**

  
**21/2/2015**  
**DD/PC/TSNPDCCL**



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15.2.99  
10/-

Neyveli Lignite Corporation  
Neyveli



**BULK POWER SUPPLY AGREEMENT**

**BETWEEN**

**NEYVELI LIGNITE CORPORATION LIMITED**

**AND**

**TRANSMISSION CORPORATION OF ANDHRA PRADESH LTD**  
(formerly Andhra Pradesh State Electricity Board).

**KARNATAKA ELECTRICITY BOARD,  
KERALA STATE ELECTRICITY BOARD,**

**TAMILNADU ELECTRICITY BOARD AND**

**ELECTRICITY DEPARTMENT OF UNION TERRITORY OF PONDICHERY.**

THIS AGREEMENT entered into on this 18<sup>th</sup> day of February 1999 between the Neyveli Lignite Corporation Limited (A Government of India Enterprise) a company incorporated under the Companies Act 1956, having its registered office at Neyveli House, 135<sup>th</sup> EVR Periyar High Road, Chennai, Tamil Nadu, hereinafter referred to as NIC. (which expression shall, unless repugnant to the context, include its representatives, successors and assigns) as party of the First Part and the Transmission Corporation of Andhra Pradesh Ltd., (formerly Andhra Pradesh State Electricity Board), Vidyut Soudha, Hyderabad -500049, the Karnataka Electricity Board, Cauvery Bhavan, Bangalore-560 009, the Kerala State Electricity Board, Vaidyuthi Bhavanam, Pattom, Thiruvananthapuram-695004, the Tamilnadu Electricity Board, K.R.R.Maligai,

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800, Electricity Avenue, Annasalai, Chennai-600 002, constituted under the Electricity (Supply) Act, 1948 and President of India represented by the Chief Secretary of the Union Territory of Pondicherry in respect of Electricity Department, Pondicherry, hereinafter referred to individually, as 'APTRANSCO' (formerly known as APSEB), 'KEB', 'KSEB', 'TNEB' and 'PED' respectively and collectively as 'Recipients' (which expressions shall unless repugnant to the context include their representatives, successors and assigns) as parties of the Second, Third, Fourth, Fifth and Sixth parts respectively.

Whereas the 'APTRANSCO' (formerly APSEB), 'KEB', 'KSEB', 'TNEB', 'PED' and NLC have been allocated Power from the Second Thermal Power Station (Stages I & II) at Neyveli, hereinafter referred to as Power station - I, consisting of three generating units of 210 MW capacity each under Stage-I and four generating units of 210 MW capacity each under Stage-II owned and operated by NLC, hereinafter referred to as Power Station-II (Stage-I) and Power Station-II (Stage-II) respectively.

Now, therefore in consideration of the premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:

1. ALLOCATION OF CAPACITY:

1.1. Allocation of power from the power Station-II shall be as per allocations made by Government of India from time to time. The present allocation is as follows:

	Power Station-II (Stage I) (3 x 210 MW)		Power Station-II (Stage II) (4 x 210 MW)	
	(MW)	%	(MW)	%
APTRANSCO (formerly APSEB)	97	15.40	180	21.43
KEB	84	13.33	115	13.69
KSEB	63	10.00	90	10.71
TNEB	176	27.94	265	31.55
PED	65	10.32	15	1.79
NLC	50	7.94	50	5.95
Unallocated	95	15.08	125	14.88
Total	630	100.00	840	100.00

Handwritten signatures and initials are present below the table, including 'B', 'A', and 'C'.

1.2. The actual generation of power from the Power Station-II (Stage I & Stage II) after meeting the auxiliary requirements of the Power Station-II and the linked NLC's Second Mine and Mine I Expansion shall be shared proportionately amongst the Recipients in the ratio of the above allocation of capacity. The actual export from Power Station II (Stage I) and Power Station II (\*Stage II) will be computed by the Methodology indicated in Annexure-D which shall form an integral part of this agreement.

1.3. NLC may request POWERGRID to regulate power supply in consultation with Member Secretary, SREB, in a ratio different from the above allocation of capacity, if required, to restrict power supply to the Recipients defaulting in payments, with prior notice.

## 2. POWER SUPPLY FROM THE POWER STATION-II:

2.1. The transmission arrangements for supply of power from the Power Station II (Stage I and Stage II) to the Recipients are as indicated below:

### I. Transmission arrangements (Stage-I)

- a. 230 KV Neyveli - Tiruvarur feeder.
- b. 230 KV Neyveli - Perambalur feeder.
- c. 230 KV Neyveli - Attur feeder.
- d. 230 KV Neyveli - Pondy (Villianur) feeder.
- e. 230 KV Neyveli TS II - TS I tie line double circuit feeders.
- f. 230 KV Neyveli - Bahur feeder (Under Erection)

### II. Transmission arrangements (Stage II)

- a. 400 KV Neyveli - Chennai ( Sriperumbudur feeder)
- b. 400 KV Neyveli - Trichy feeders I & II.
- c. 400 KV Neyveli - Salem feeders I & II.

### III. Interconnecting arrangements between Stage I & Stage II.

- a. 250 MVA, 400/230 KV Interconnecting Transformers I & II.

2.2. The Recipients shall endeavour to absorb the power from Power Station II, either directly or by displacement in accordance with the allocation indicated in clause 1.1.

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## 3. METERING:

- 3.1. The main and check meters already installed and to be installed for 230 KV Bahur feeder by NLC at Power Station II and detailed below and also detailed in the sketch enclosed as Annexure -E which shall form an integral part of this agreement shall be maintained by NLC. All these meters shall be of 0.5 class of accuracy and shall be sealed after joint calibration by NLC and TNEB. The procedure to be followed by NLC for testing and calibration of all the meters are as detailed in Appendix-I which shall form an integral part of this agreement.

Location of the meter	Voltage Level	Description
For each feeding point of generating units for units no.1,2&3 of Stage-I	230KV	At the feeding point to the 230KV station bus-bars.
Consumption locations for station transformers 1,2,3& 4	230KV	At the feeding point from 230 KV station bus-bars.
Consumption locations for Mine-II feeders (2Nos.) and Mine-I Expansion feeders (2Nos.)	230KV	At the feeding point from 230 KV station bus-bars.
Export to Pandy (Villianur), Bahur(Under erection), Attur, Perambalur and Tiruvarur	230KV	At the feeding point from 230 KV station bus-bars.
For 230 KV/400 KV interconnection transformers between Stage I and Stage II	230KV	At the transformers for both feeders.
For feeding point from each generating unit for units no.4,5,6 & 7 of Stage II	400KV	At the feeding point to 400 KV station bus-bars.
For export and import on feeders	400KV	At 400KV bus-bars ends on 400 KV Neyveli - Chennai line. 400 KV Neyveli - Salem line -1. 400 KV Neyveli - Salem line -2. 400 KV Neyveli - Trichy line -1. 400 KV Neyveli - Trichy line -2.

## 4. COMPUTATION OF GENERATION TARIFFS:

- 4.1. Generation Tariffs for supplies from Power Station II shall be computed on the basis of principles and parameters set forth at Annexure-A, which shall form an integral part of this Agreement and shall be based on energy supplied to the Recipients as measured at the points of metering indicated in clause-3 at the 230 KV bus bars/400 KV bus bars of Power Station II, Stage-I and Power Station II, Stage-II respectively.

- 4.2. The parties agree that based on the parameters set forth at Annexure-A and referred to under clause 4.1 above, the tariffs for generation shall be as indicated in the following table:

**GENERATION TARIFFS:**

Financial Year	For supplies from the operation of the Power Station-II upto 6000 KWhr per KW and above 6150 KWhr per KW per annum.		For supplies from the operation of the Power Station II between 6000 KWhr and 6150 KWhr per KW per annum. (Fuel Cost Alone)	
	Power Station II Stage I (Paise/KWhr)	Power Station II Stage II (Paise/KWhr)	Power Station II Stage I (Paise/KWhr)	Power Station II Stage II (Paise/KWhr)
1996-97	91.25	141.33	53.27	78.51
1997-98	94.90	144.97	55.60	80.81
1998-99	98.91	149.46	58.16	83.83
1999-2000	103.31	153.90	60.97	86.67
2000-2001	108.16	158.80	64.07	89.78

The quantity of energy supplied from the operation of Power Station-II (Stage I) or Power Station-II (Stage II), as the case may be, between 6000 and 6150 KWhr/KW per annum shall be computed, as per the method described in Annexure-B, which shall also form an integral part of this Agreement.

The Switch Yard assets retained by NLC, in respect of which NLC has been claiming transmission charges, have been considered in calculation of the above tariffs. The transmission charges claimed from 01.04.96 are adjustable against the claims for generation tariffs.

- 4.3. The tariffs indicated in clause 4.2. above are inclusive of escalation in cost during the period of agreement, but shall be exclusive of any statutory tax, duty, royalty, cess or levy etc. which may be imposed/levied by the Central and/or State Government on production and/or consumption of lignite and/or on generation and/or sale of electrical energy, which shall be payable additionally through the monthly bills. The above rates are also subject to further revision based on the notifications if any, that may be issued by the Government of India with reference to depreciation and return on investment.
- 4.4. The tariffs for Power Station II - Stage I and Power Station II - Stage II indicated in clause 4.2 above are based on the transfer prices of lignite of Mine II - Stage I and Mine II - Stage II respectively. As per the decision of Govt. of India, to ensure appropriate return on new investments, pricing of lignite could be on the basis of pooled price for the Company as a whole excluding Mine I; as and when a new project goes into production, the tariffs for Power Station II - Stage I and Power Station II - Stage II will be revised by adopting the pooled price of lignite.



## 5. BILLING AND PAYMENTS:

- 5.1. NLC shall after the end of each calendar month present separate bills to each of the Recipients for energy supplied as per energy account described in the Service Schedule at Annexure-C which shall also form part of this agreement.
- 5.2. The bill shall be the aggregate of (a) energy charge calculated for generation at the rates mentioned in clause 4.2. above and (b) taxes, duties, royalty, cess or levy if any.
- 5.3 (i) The PED shall make an advance payment on the last working day of each month for an amount equivalent to the value of the estimated supplies during the month.
- (ii) The advance payment made by the PED as per clause 5.3.(i) above shall be adjusted against the bill for the actual supplies.
- (iii) NLC shall allow a rebate of 2.25 percent only on the value of supplies, adjusted against the advance payment. Such rebate shall not however, be admissible on taxes, duties, royalty, cess, levy and payment against arrears.
- (iv) If the advance payment made by the PED is more than the value of the bill after allowing rebate as per clause 5.3.(iii). the difference will be refunded by NLC to PED immediately.
- (v) If the value of the bill after allowing rebate as per clause 5.3.(iii) is more than the advance payment made by the PED, PED shall make payment towards the difference, within a month from the date of receipt of the bill, failing which the PED shall pay a surcharge calculated at the rate of 1.5% per mensem on the amount due, for the actual period of delay beyond the due date of payment. However the PED shall be entitled for a rebate of 1.5% on the difference also, if payment for the same is made within 7 working days from the date of receipt of the bill.
- (vi) PED may opt for payment through LC as per clause 5.4.

### 5.4 PAYMENT BY LC:

- 5.4.1. The payment shall be made by the Recipients other than PED (viz. 'APTRANSCO' (formerly APSEB), 'KEB', 'KSEB', and 'TNEB') through an automatic revolving irrevocable letter of credit (LC) opened in favour of NLC at a branch of the State Bank of India or any nationalised bank as may be mutually agreed, for an amount equivalent to one month's estimated monthly bill payable by the Recipients concerned from time to time against presentation of bills by NLC. The amount for which the LC has been opened shall also be reviewed once in a quarter and revised upwards or downwards, based on the average value of supplies during the period of immediately preceding three months. NLC shall allow a rebate of 2.25 percent only on the amount of bill negotiated through the LC, provided, the credit for the amount is transferred to NLC's Account on the date of presentation of the bill. In every such bill, presented to the bank NLC shall furnish full particulars of the meter readings, the energy generated separately from Neyveli Power Station-II (Stage I) and Power Station-II (Stage II), the share of the respective Recipient and calculations to support the bill. Two copies of the bill shall be sent to the Recipient on the same date, when it is presented to bank.



- 5.4.2. The bank charges relating to opening and operation of LC shall be borne by NLC.
- 5.4.3. If the amount of power supply bill is more than the amount of LC, the amount equal to the amount of LC shall be recovered through LC, and the balance through a supplementary bill.
- 5.4.4. The payment for supplementary bills, if any, shall be made by the Recipient within thirty days from the date of their receipt, failing which the Recipients concerned shall pay a surcharge, on the amount of the supplementary bills, so delayed, for the actual period of delay beyond the due date of payment. The rate of surcharge to be adopted for this purpose shall be 1.5% per mensem. However, the Recipients shall be entitled for a rebate of 1.5% on the supplementary bills also, if payment for the same is made, within seven working days from the date of receipt of the bill. 6
- 5.4.5. If the Letter of Credit, as mentioned in clause 5.4.1. above has not been established or having been established but not kept valid for any reason, the bills shall be sent direct to the Recipients concerned. NLC shall allow a rebate of 2.25% on the payments made against such bills within three working days from the date of receipt of such bills. If, however, the payment is delayed beyond 30 days from the date of receipt of the bill, the Recipients concerned shall pay a surcharge, calculated at the rate of 1.5% p.m. on the amount of the bill, for the actual period of delay. 7
- 5.4.6. If the amount of power supply bill is less than the amount of LC, full value of the LC amount shall be negotiated and the amount of LC value in excess of the current supply bill shall be adjusted against undisputed arrears.
- 5.5. The rebate mentioned in clauses 5.4.1., 5.4.4. and 5.4.5. above shall not, however, be admissible on duties/taxes/royalty, cess, levies and payment against arrears.
- 5.6. If any arrears are due from the Recipients concerned, the rebate allowable shall be adjusted against the undisputed arrears.
- 5.7. In the event of any clerical error or mistake in the amount levied, demanded or charged by NLC, NLC shall have the right to demand an additional amount in the case of undercharging and Recipients shall have the right to get refund in the case of excess charging, provided such claims are not barred by limitation under the law in force.

6. **INCOME TAX.**

- 6.1. Tax liability, if any, on the following income streams of NLC shall be borne by the Recipients.
- i) Generation of power from Power Station II (Stage I) and Power Station II (Stage II).
  - ii) Mining of lignite from Mine II for the purpose of generation of power from Power Station II (Stage I) and Power Station II (Stage II).
  - iii) The amount of grossed up tax that is payable by NLC under the income streams mentioned at items (i) and (ii).
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6.2. The total tax liability of the Recipients shall however be:-

(a) the tax payable on the return on Equity and Internal Resources relating to Mine II and Power Station II adopted in the tariff calculations and the grossed up tax thereon.

or

(b) the actual tax assessed for the above streams, whichever is less.

6.3. The income tax allocated to the Recipients shall be in proportion to their energy drawals during the year to which the income tax pertains to.

6.4. NLC shall estimate its liability for income tax that will fall due for payment as advance tax every quarter and also the income and tax relating to Mine II and Power Station II and the tax recoverable from the Recipients and allocate it among the Recipients in the combined ratio of allocation of capacity of Power Station II (Stage I) and Power Station II (Stage II) indicated in para 1.1. NLC shall claim the advance tax liability allocated to the Recipients by presenting a statement specifying the date on which the advance payment is due and the amount thereof. The Recipients shall pay the amount specified in the statement as payable by them at least three days prior to the due date for payment of advance tax in respect of each quarter as prescribed under the Income Tax Act 1961 viz. 15<sup>th</sup> June, 15<sup>th</sup> September, 15<sup>th</sup> December and 15<sup>th</sup> March, failing which the Recipient concerned shall pay interest on the amount so delayed, computed in accordance with the provisions of the Income Tax Act 1961.

6.5. After finalisation of return of income and again after tax assessment of the income for any financial year, the excess or shortfall in the advance tax collected from the Recipients shall be adjusted in the claim for advance tax for the subsequent quarters. Certificates from the Statutory Auditors of the company, regarding the allocation of the returned / assessed income and tax for the above income streams of NLC and among the Recipients shall be furnished to the Recipients.

#### 7. ARBITRATION:

Any difference or dispute between the parties in relation to supply of power or payment of disputed bills or any matter arising out of or in connection with this agreement which cannot be mutually resolved shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996.

#### 8. FORCE MAJEURE:

All the parties shall ensure compliance with the terms of this agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this agreement to the extent that such a failure is due to force majeure on account of events such as rebellion, war, mutiny, civil commotion, riot, strike, lockout, fire, explosion, flood, cyclone, lightning, earthquake or other forces, accident or Act of God. But any party claiming the benefit of this clause shall formally notify the existence of such a contingency at the earliest not later than 7 days:



9. IMPLEMENTATION OF THE AGREEMENT:

- 9.1. All discretions to be exercised and directions, approvals, consents and notices to be given and actions to be taken under these presents, unless otherwise expressly provided herein, shall be exercised and given by the signatories to this Agreement or by the authorised representative(s) that each party may nominate, in this behalf and notify in writing to the other party.
- 9.2. All notices with regard to default or dispute relating to this agreement shall be in writing and signed by the signatories to this agreement or by the authorised representative(s) as per clause 9.1 above. Each such notice shall be deemed to have been duly given or sent by the party concerned, if the notice is delivered against acknowledgement due to the signatories or the authorised representative(s) at their respective addresses.

10. DURATION:

- 10.1. All the above provisions shall be deemed to have come into effect from Zero Hours on 01-04-1996 and shall remain operative for a period of five years from 1<sup>st</sup> April, 1996 to 2400 Hours on 31<sup>st</sup> March, 2001. However, in respect of the Recipients for whom rebate at terms different from those provided under clauses 5.4.1, 5.4.4 and 5.4.5 was already agreed by NLC, the provisions regarding rebate vide clauses 5.4.1, 5.4.4 and 5.4.5 shall be effective only prospectively from the date of signing of the agreement.
- 10.2. In case the Recipients continue to get power from Power Station - II (Stage I & Stage II), after the expiry of this agreement, without renewal or formal extension thereof, then the provisions of this agreement, shall continue to operate till the agreement is formally renewed, extended or replaced. The generation tariffs, as applicable to the year 2000-01 will be provisionally adopted for billing from 1.4.2001, pending mutual agreement of generation tariffs for Power Station-II with effect from 1.4.2001 by the Recipients and NLC. If, however, it is not possible to agree mutually new generation tariffs before 31.03.2002, then for the purpose of billing and payment in respect of the supply of energy from 01-04-2001, the rates applicable for 2000-01 shall be provisionally increased by 3 paise/KWhr for Stage I as well as for Stage II pending conclusion of new tariffs/agreement.
11. All the parties shall ensure compliance of the terms of this agreement. However no Recipient shall be liable for any claim for non-compliance by any other Recipient(s).

IN WITNESS WHEREOF SHRI P.V.Bhupathi, Chairman-cum-Managing Director, Neyveli Lignite Corporation Limited, Neyveli for and on behalf of Neyveli Lignite Corporation Limited, Neyveli and

Shri J.Parthasarathy, Chairman/Director, Transmission Corporation of Andhra Pradesh Ltd (formerly known as Andhra Pradesh State Electricity Board) for and on behalf of Transmission Corporation of Andhra Pradesh Ltd (formerly known as Andhra Pradesh State Electricity Board).



Shri M.B.Pranesh, Chairman, Tamilnadu Electricity Board for and on behalf of the Tamilnadu Electricity Board.

Shri P.A.Sidhartha Menon, Chairman, Kerala State Electricity Board, for and on behalf of the Kerala State Electricity Board,

Shri K.P.Singh, Chairman, Karnataka Electricity Board, for and on behalf of Karnataka Electricity Board and

Shri T.T.Joseph, Chief Secretary to the Government of Pondicherry, for and on behalf of President of India have hereunto set their signatures.

*D.V. Babu*

CHAIRMAN  
NEYVELI LIGNITE CORPORATION LIMITED

*L. Parasuram*

CHAIRMAN/DIRECTOR  
TRANSMISSION CORPORATION OF ANDHRA PRADESH LTD  
(formerly Andhra Pradesh State Electricity Board)

*M. Prasad*

CHAIRMAN  
TAMILNADU ELECTRICITY BOARD

*M. Prasad*

CHAIRMAN  
KERALA STATE ELECTRICITY BOARD

*M.S.*

CHAIRMAN  
KARNATAKA ELECTRICITY BOARD

*T.T. Joseph*

CHIEF SECRETARY  
UNION TERRITORY OF PONDICHERRY

WITNESS:

*T.G. Srinivasan*  
(T.G. SRINIVASAN)

T.G. SRINIVASAN, I.A. & A.S.

WITNESS:

*J. Jayaraman*  
CS. Jayaraman,  
*[Signature]*

**ANNEXURE-A**

**NEYVELI SECOND THERMAL POWER STATION - STAGES I & II**

Norms and parameters adopted for working out the generation tariff for the five year period 1996-97 to 2000-01.

(Vide Clause 4.1 & 4.2 of the Agreement)

S.No.	Norm/Parameter	Unit	Power Station/Mines		Remarks
			Stage I	Stage II	
<b>Power Station</b>					
	Hours of Operation	Kwhr/Kw per annum	6000	6000	For supplies from the operation of the power station between 6000 Kwhr/Kw and 6150 Kwhr/Kw p.a. only fuel cost would be payable.
	Auxiliary Consumption	Percentage	10	10	
	Gross Generation	MU	3780	5040	
	Net Generation	MU	3402	4536	
	Opening/Initial Capital Investment (Excl. working capital)	Rs. in Crores	310.88	1004.69	
	Average Investment and pattern of financing:	Rs. in Crores			
	i) Equity & Internal Resources	Rs. in Crores	276.28	580.29	
	ii) Plan Loans from the Govt.	Rs. in Crores	24.63	0.00	
	iii) Bonds	Rs. in Crores	0.00	305.00	
	iv) Bank Finance	Rs. in Crores	52.64	96.30	
	Total		353.55	981.59	
	Specific Consumption of lignite	Kg./KWhr net.	1.24	1.24	
	Specific Consumption of Oil	ML./KWhr Gross	3.00	3.00	
	O&M Charges		Actuals in 95-96 plus escalation @10% p.a.	Actuals in 95-96 plus escalation @10% p.a.	
0.	Depreciation		As per ESA	As per ESA	
1.	Interest on Plan Loans	Percentage per annum	13.36	NIL	
	Bonds	Percentage per annum	NIL	11.46	
2.	Interest on Bank Finance	Percentage per annum	16	16	
3.	Rate of return on equity and Internal resources	Percentage per annum	12	12	

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II. MINE:				
1.	Capacity Utilisation	Percentage	85 (39.95L.T of lignite)	85 (49.30L.T of lignite)
2.	Opening Investment (Excl. working capital)	Rs.in Crores	203.44	642.10
3.	Average Investment and pattern of financing:			
i)	Equity & Internal Resources	Rs.in Crores	291.09	415.12
ii)	Plan Loans from the Govt.	Rs.in Crores	2.58	70.06
iii)	Bonds	Rs.in Crores	0-00	125.08
iv)	Bank Finance	Rs.in Crores	43.13	55.03
	Total	Rs.in Crores	336.80	705.29
4.	O&M Charges		Actuals in 95-96 plus Escalation @ 10% p.a.	Actuals in 95-96 plus Escalation @ 10% p.a.
5.	Depreciation	As per Companies Act / Technical assessment		As per Companies Act/ Technical Assessment
6.	Rate of Interest on <i>Plan Loans</i>	Percentage	12.75	4.91
	<i>Bonds</i>		NIL	10.96
7.	Rate of Interest on Bank Finance	Percentage	16	16
8.	Rate of return on equity and internal resources	Percentage	12	12

ANNEXURE-B

Method to be adopted for computation of the quantity of energy, supplied from the operation of the Power Station - II (Stage I) and Power Station - II (Stage II), between 6000 and 6150 Kwhr. per KW per annum.

(Vide Clause 4.2 of the Agreement)

1. The rates (fuel cost alone) specified in column 4 and 5 of the table under Clause 4.2 of the agreement shall come into operation, when the actual Plant Load Factor achieved by Power Station-II (Stage I) or Power Station-II (Stage-II) as the case may be is between 6000 and 6150 KWhr./KW per annum during any of the financial year covered under the agreement.
2. For the purpose of determining whether the actual load factor achieved exceeds the limit specified in para 1 above all the three 210 MW units of Power Station-I (Stage I) as a whole shall be considered and treated as a single Power Station. Similarly all the four 210 MW units of Power Station-II (Stage II) as a whole shall be considered and treated as a single Power Station.
3. The gross generation for operation between 6000 and 6150 Kwhr./KW per annum shall be taken as 3780 MUs to 3875 MUs in the case of Power Station-I (Stage I) and 5040 MUs to 5166 MUs in the case of Power Station - II (Stage II).
4. The quantum of supply of power to the Recipients out of the range of gross generation, mentioned in para 3 above from Power Station - II (Stage I) or Power Station - II (Stage II), as the case may be shall be determined separately, in the months in which the cumulative gross generation, actually achieved in these power Stations falls within the said range, adopting the following formula.

$$E_1 = \frac{E}{G} \times (G_1 - G_2)$$

where

- E1 = Export of energy from the operation of the Power Stations between 6000 and 6150 Kwhr per KW per annum.
- E = Total export of energy from the respective stages of Power Station - II during the month.
- G = Total actual gross generation in the respective stages of Power Station-II during the month.
- G1 = Actual cumulative gross generation at the end of the month or 3875 MUs whichever is lower in the case of Power Station-II (Stage I) and actual cumulative gross generation at the end of the month or 5166 MUs whichever is lower in the case of Power Station II (Stage II).
- G2 = Actual cumulative gross generation to end of the immediately preceding month or 3780 MUs whichever is higher in the case of Power Station II (Stage I) and actual cumulative gross generation to end of the immediately preceding month or 5040MUs whichever is higher in the case of Power Station II (Stage II).

5. The quantity of energy supplied, as ascertained in para 4 above shall be billed and paid for at the fuel cost alone, as specified in column 4 or column 5 as the case may be of the table under clause 4.2 of the agreement. The remaining quantity of export shall be billed and paid for at the total selling rates as specified in column 2 or column 3 as the case may be of the table under clause 4.2 of the agreement.

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**ANNEXURE-C**  
**SERVICE SCHEDULE**

(vide clause 5.1 of the agreement)

1. The purpose of this Service Schedule is to provide during the currency of this agreement, the modalities for delivery of power from Power Station II - Stage I and Power Station II - Stage II to Recipients through transmission systems of POWERGRID / EBs as well as for the preparation of energy accounts therefor.
2. Southern Regional Load Despatch Centre(SRLDC), Bangalore will monitor and control essential power system parameters such as frequency, voltage and power flow over the inter state tie lines specified by them to ensure delivery of power to respective Recipients. The parties shall endeavour to maintain power system parameters as requested by Southern Regional Electricity Board (SREB) to achieve the aforesaid objective.
- 3.1. All the Recipients shall endeavor that Power Station II Stage I and Power Station II - Stage II will be able to achieve an annual Plant load factor of not less than 70.20 percent. Southern Regional Load Despatch Centre will monitor the tie-line flows on an hourly basis to ensure scheduled power supply to the Recipients.
- 3.2. Also, the energy supply from Power Station II - Stage I and Power Station II - Stage II to Recipients shall be regulated over a period of 24 hours to achieve distribution as per allocated shares. The parties agree to review atleast once in a quarter the levels of adherence to such schedules with a view to remove constraints on generation and transmission to Recipients during subsequent periods.
- 3.3. NLC shall endeavor to operate Power Station - II Stage I and Power Station - II Stage II as per the request of SRLDC in such a manner that all Recipients are in a position to draw their allocation of Power from Power Station II Stage I and Power Station II Stage II.
4. It shall be the endeavor of Recipients and NLC to achieve integrated operation of Power System in the Southern Region and continue Regional Energy Accounting system under the auspices of SREB. The transmission system described in clause 2.1 of the agreement will also normally operate in integration with the transmission networks of the Southern Region.
- 5.1. The energy supplied by Power Station II at the bus from Stage I and Stage II shall be computed by metering the energy fed to the 230 KV bus and 400 KV bus from the Stage I units and Stage II units respectively and subtracting the consumption of NLC from each stage for its use. The procedure for computation of energy export from Power Station II shall be as set out in paras 5.2, 5.3 and 5.4 infra.

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2. The sketch annexed to this agreement shows the locations where the meters are installed. The methodology for calculation of Export from Stages I & II of Power Station II shall be as given in Annexure 'D'.
3. The Recipients shall be individually billed by NLC on the basis of monthly regional energy account rendered by the Commercial Committee of the SREB.
4. If power is exchanged between Recipients and on any other inter system exchange point, meter readings for such exchange(s) shall also be taken by such Recipients jointly and intimated to SREB for arriving at the energy supplied by Power Station II - Stage I and Power Station II - Stage II.

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## APPENDIX -1

## METERING

(Vide clause 3.1. of the Agreement)

- A.1. A set of Main and Check Energy Meters of 0.5 accuracy class shall be installed or continue to be kept installed as the case may be by NLC at each measuring point / location of meters detailed in clause 3.1.
- A.2. All the main and check energy meters detailed in clause 3.1 shall be jointly calibrated, inspected and sealed by NLC and TNEB. They shall not be interfered with except in the presence of other parties for joint testing and calibration and/or replacement and/or any other purposes for which due notice of 7 (seven) days will be given by NLC so that this is done in the presence of the authorised representatives of the parties concerned.
- A.3. All the main and check energy meters detailed in clause 3.1 shall be checked for accuracy quarterly by NLC and TNEB and shall be treated as working satisfactorily so long as the errors are within the limits prescribed in relevant Indian Standard IS 13010 / 1992 for meters of the said class. The meter readings of main meters shall form the basis of the Regional Energy Accounts so long as the quarterly check results thereof are within prescribed limits. If the check meters are found to be defective during the quarterly checks, these shall be immediately calibrated. Where the quarterly checks indicate errors in the main meter(s) beyond limits but no error is noticed in check meter(s) during quarterly checking, computation of total net energy sent out for the month shall be done on the basis of check meter(s), and main meter(s) shall be calibrated immediately. If during the quarterly test check both the main meter(s) and the corresponding check meter(s) are found to be beyond the permissible limits of error both the meter(s) shall be immediately calibrated and the correction applicable to main meter shall be applied to the consumption registered by the Main meter(s) to arrive at the correct consumption of energy for the purpose of Regional Energy Accounts for the month from the date of last meter reading upto the time of replacement of correct main meter. Billing for the period thereafter till the next monthly meter reading shall be as per calibrated main meter. During this period of calibration of main and check meter(s), another set of main and check meters duly calibrated and sealed will be installed by NLC in the presence of TNEB and jointly sealed. The energy accounting during the period of calibration of original meters shall be as per the readings of the substituted main meters. In case spare meters are not available with NLC, the main/check meters shall be calibrated by rotation. During the period of removal of main meter, the energy accounting will be done based on check meter readings applied with correction factor of check meter obtained during testing/calibration of check meters.
- A.4. If in any month the readings of the main energy meter(s) differs from the readings of corresponding check energy meter(s) by more than 1%(one percent) the main and check energy meter(s) shall be tested in turn and the errors at various levels as per standard procedures would be determined. If on such testing main energy meter error is found to exceed plus/minus 0.5%(one half per cent) the energy figures recorded by the main energy meter(s) for the above month concerned shall be revised accordingly and the main energy meter(s) shall be recalibrated or replaced by the correct energy meter(s). Pending the results of such testing, billing and payment shall continue to be based on the energy recorded by the check energy meter(s).

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- A.5. All the main and check energy meter(s) detailed in clause 3.1 shall be calibrated once in every six months jointly by NLC and TNEB, i.e. January/ February and July / August irrespective of the calibrations that might have been done, where necessary, during the quarterly check. It shall be the endeavor of the parties that errors are adjusted as close to zero as possible. If the error found at the time of half yearly calibration are beyond permissible limits the same procedures applicable to the quarterly test checks shall be followed.
- A.6. All the tests during quarterly checks, and calibration of the main and check energy meter(s) shall be conducted in the presence of authorised representatives of NLC and TNEB and the results/correction so arrived at shall be applicable and binding on NLC and the Recipients.
- A.7. Corrections in billing, whenever necessary, shall be applicable for the period between the previous meter reading and the date and time of the replacement of recalibrated correct meter and this correction shall be for the full value of the absolute error. For the purpose of the correction to be applied, the meter shall be tested as per Indian Standard IS 13010 / 1992. The error at the load and power factor nearest the average monthly load served at the point during the period shall be taken as the error to be applied for correction.
- A.8. During the period of calibration of the defective meter(s), another export and import meter(s) duly calibrated would be installed by NLC in the presence of authorised representatives of TNEB and jointly sealed. In case spare meter(s) are not available with NLC the main and check meter(s) shall be calibrated by rotation. During the period of removal of main meter, the energy accounting will be done based on check meter readings applied with correction factor of check meter obtained during testing/calibration of check meter.
- A.9. If both the main and check meter(s) fail to record or if any of the PT fuses are blown out, then the energy will be computed on a mutually agreeable basis between NLC and TNEB for that period of defect and such computation shall be binding on all Recipients. In case there is no mutual agreement the decision of Member Secretary of Southern Regional Electricity Board would be final and binding.
- A.10. For the purpose of test and calibration, the Rotating Substandard (RSS) meter calibrated and sealed by Government Authorised Meter testing House/Laboratory shall be utilised. This RSS meter shall be got calibrated once in every six months at the Government Authorised Meter testing House/Laboratory.
- A.11. The monthly meter readings of all the Main and Check energy meters detailed in clause 3.1 shall be taken jointly by the authorised representatives of NLC and TNEB at 12.00 Hours (Noon) on the first day of every calendar month and these readings or the computations shall form the basis for the preparation of monthly regional energy accounts by the commercial committee of Southern Regional Electricity Board.
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A.12. TESTING AFTER NOTICE:

If at any time any party to the Agreement feels that a meter is not recording correctly, it shall give notice to the other party. NLC shall then undertake testing and calibration of the meters owned by NLC. If error on such testing is found to exceed the error limits specified in the relevant Indian Standard IS 13010 / 1992, for this class of meters, necessary adjustments in the bills shall be made from the date of notice or from such other date as can be satisfactorily established to be proper for such adjustment not exceeding 30 (thirty) days prior to the notice.

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ANNEXURE - D

Methodology for calculation of Export from Thermal Power Station II

(Stages I and II of NLC)

(Vide Clause 1.1 of the Agreement)

From schematic diagram enclosed

- Fed to bus from Stage I -  $(A+B+C)$
- Fed to bus from Stage II -  $(K+L+M+N)$
- Total take off by NLC -  $(D+E+F+Q+I+J+O+P)$

Calculation of Export from Stage I

- Fed to bus from Stage I -  $(A+B+C)$
- Total take off by NLC from Stage I -  $\frac{(D+E+F+Q+I+J+O+P) * (A+B+C)}{(A+B+C) + (K+L+M+N)}$

Export to Grid from Stage-I

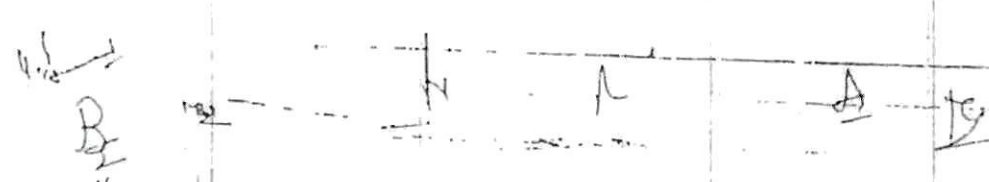
- Fed to bus from Stage I -  $(A+B+C)$
- Take off for Stage I -  $\frac{(D+E+F+Q+I+J+O+P) * (A+B+C)}{(A+B+C) + (K+L+M+N)}$

Calculation of Export from Stage II

- Fed to bus from Stage II -  $(K+L+M+N)$
- Total take off by NLC from Stage II -  $\frac{(D+E+F+Q+I+J+O+P) * (K+L+M+N)}{(A+B+C) + (K+L+M+N)}$

Export to Grid from Stage-II

- Fed to bus from Stage II -  $(K+L+M+N)$
- Take off for Stage II -  $\frac{(D+E+F+Q+I+J+O+P) * (K+L+M+N)}{(A+B+C) + (K+L+M+N)}$





**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED**

From  
Chief General Manager (IPC)  
TSSPDCL,  
Corporate Office,  
Mint Compound,  
Hyderabad.

To  
The Secretary,  
TSERC,  
5<sup>th</sup> Floor, Singareni Bhavan,  
Lakdi-ka-pool,  
Hyderabad.

Lr.No.CGM(IPC)/SE/IPC/F.NTPC&NLC/D.No. 729 /21, Dt.13 .09.2021

Sir,

Sub: TSSPDCL-IPC-Bulk Supply Power Agreements entered with NLC Thermal Power Station Stage I&II and NTPC Ramagundam Super Thermal Power Station I&II - Relinquishment of entire TS Share as per the MoP Notification dated 22.03.2021 and clarification notified vide dated 05.07.2021 - Information Re-submitted - Reg.

- Ref: 1. Lr.No.CGM(IPC&RAC)/SE/RAC/F.NTPC&NLC/D.No.580/21, dt:09.08.2021.  
2. Lr.No.TSERC/Secy/JD(TE)/F.No.E-350115/D.No.371/2021, dt.23/07/2021.  
3. Lr.No.CGM(IPC&RAC)/SE/RAC/F.NTPC&NLC/D.No.41721, dt 07.07.2021.  
4. MoP Lr.No.23/23/2020-R&R [254623], dt:05.07.2021.  
4. MoP Lr.No.23/23/2020-R&R [254623], dt:22.03.2021.  
5. Bulk Power Supply Agreement dated 28.09.1993 with NTPC.  
6. Bulk Power Supply Agreement dated 18.02.1999 with NLC.

\* \* \*

In continuation to the letter 1<sup>st</sup> cited above, wherein replies to the information sought was submitted for issuing consent to relinquish the TS share in NLC TPS Stage I & II and NTPC Ramagundam stage I & II Projects, as per Ministry of Power notification dt. 22.03.2021.

It is to further submit that MoP, Gol vide notification No.23/23/2020-R&R [254623], dated 05.07.2021 had issued clarification on Clause 2(VIII) for the guidelines on enabling the DISCOMs to either continue or exit from the PPA after completion of the term of the PPA i.e., beyond 25 years or a period specified in the PPA as stated.

“it is clarified that the word ‘entire’ in clause 2(VIII) of the said guidelines issued on 22.03.2021 “in case of Bulk Power Supply Agreement (BPSA) also, the State/Discoms may relinquish **entire** allocated power from such projects which have completed 25 years since commissioning of the project. Power supply from other projects shall continue as per the terms of the PPA” **means the entire allocated power from the project which has completed 25 years from the date of commissioning of the project.** It is also clarified that allocated power cannot be surrendered partly from a project.”

In reply to the query-ii i.e., **Whether any bundled Power is allocated from above stations,**

It is to further submit that the Bundled Thermal Power of 13.86 MW (0.66%) is allocated from NTPC Ramagundam Stage I&II under the JNNSM Bundled scheme Ph-I (in the ratio of 1:1 i.e., Solar: Thermal) by MoP, Gol, which is over and above the TS share allocation from the above said project.



In reply to the query-iii i.e., **Existing cost of power for the above stations including CTU charges etc.**

The Landed cost including CTU charges and losses are Re-submitted as per the latest audited information is as follows:

Station Name	Landed Cost including CTU charges and losses (Rs/Kwh)
Ramagundam I & II	3.74
NLC TPS -II Stage-1	4.03
NLC TPS-II stage-2	4.17

In reply to the query-iv i.e., **Quantum of Power drawn from the above stations for the FY 2019-20, 2020-21 in MU and cost per unit.**

The quantum of power drawn and cost per unit including CTU charges and losses are Re-submitted as per the latest audited information is as follows:

Station name	FY 2019-2020		FY 2020-2021	
	Quantum of Power Drawn (MU)	Cost per unit including CTU charges & losses (Rs/Kwh)	Quantum of Power Drawn (MU)	Cost per unit including CTU charges & losses (Rs/Kwh)
Ramagundam I & II	2030.73	3.92	2124.93	3.74
NLC TPS -II Stage-1	365.58	4.13	294.92	4.03
NLC TPS-II Stage-2	626.43	4.18	314.80	4.17

In reply to the query-v i.e., **Alternate plan to meet the above relinquished power along with Quantum and cost details.**

The quantum of 358.37 MW (i.e., 17.07%) of TS share from NTPC Ramagundam Stage I&II and 165 MW (i.e., 9.37% for Stage-1 & 12.61% for stage-2) of Neyveli Lignite Corporation TPS would be relinquished and shall be procured from State generating stations as mentioned in the prior letter dated 09.08.2021 addressed to TSERC.

As such, it is requested to accord consent for relinquishing the entire TS Share from the above projects.

Yours faithfully,



Chief General Manager (IPC)  
P.Krishnaiah,  
Email:seipctsspdcl@gmail.com  
9490603671

Copy to:

The Executive Director(Comml)/TSPCC/Vidyuth Soudha/Hyd.  
The Chief General Manager/ IPC&RAC/TSNPDC/ Warangal.



भारतीय गैर न्यायिक

एक सौ रुपये

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सत्यमेव जयते

Rs. 100

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

తెలంగాణ తేలంగానా TELANGANA

M. Jyothi  
565004

Sl. No. 1620, Date: 22.04.2015, Rs.100/-  
SOLD TO: K. KALYANI W/o. T. ANANTHA RAO  
FOR WHOM: M/s. NTPC LIMITED

**M. JYOTHI LAXMI**  
Licenced Stamp Vendor  
SVL No:59/95, R.L.No.16-06-010/201  
Shop No.1, H.No.1-1-149, 62/A  
Garden Lodge Building,  
St. Mary's Road, SECUNDERABAD  
Phone No:9248371455

**SUPPLEMENTARY AGREEMENT**

BETWEEN

NTPC LIMITED

AND

**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.**

THIS AGREEMENT hereinafter called the "Agreement" entered into at Hyderabad on the 13<sup>th</sup> day of August, Two Thousand and Fifteen (13.08.2015) between

**NTPC Limited**, a Company incorporated under the Companies Act, 1956 having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110003 (hereinafter called 'NTPC') which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part;

and

**Southern Power Distribution Company of Telangana Ltd (TSSPDCL)**, having its

క. సుదర్శన్  
K. SUDERSHAN  
అధికార ప్రతినిధి (వాణిజ్యం)  
Addl. General Manager (Comm.)  
एन सी पी सी लिमिटेड, दक्षिणी क्षेत्र मुख्यालय, तिरुवनंतपुरम  
NTPC Limited, SRHQ, SECUNDERABAD

Chief General Manager (Commercial)  
TSSPDCL, Corporate Office,  
6-1-50, Mini Circle, Secunderabad

(2)

Registered/Head Office at 6-1-50, Corporate Office, Mint Compound, Hyderabad-500063 in the State of Telangana. (hereinafter referred to as 'DISCOM') which expression shall unless repugnant to the context or meaning thereof include its successors and Permitted Assigns as party of the second part. Each of the parties of the first and second part above is individually referred to as a "Party" and collectively as the "Parties".

Whereas NTPC is a Generating Company as defined under Section 2(28) of the Electricity Act, 2003 and is a Govt. of India Enterprise and has established number of Generating stations/projects throughout the country and is supplying power to the various **State Electricity Boards/ Distribution Utilities** in terms of the Bulk Power Supply Agreement (BPSA) and Power Purchase Agreement (PPA) entered into with the respective State Electricity Boards/Distribution Utilities/Bulk power Customers.

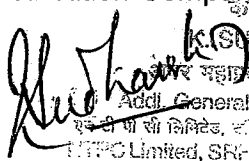
And Whereas


- A) Andhra Pradesh State Electricity Board / Transmission Corporation of Andhra Pradesh Ltd (herein after called the "APSEB/APTRANSCO") entered in to a Bulk Power Supply Agreement (hereinafter called the "BPSA") and Power Purchase Agreements (hereinafter called the "PPAs") with NTPC for Purchase of power from the following Power Stations on mutually agreed terms and conditions contained in the said agreement.

**Table : 1:**

S. NO.	Project	Agreement	Date of Signing
1.	Ramagundam Super Thermal Power Station Stage I & II	BPSA	28.09.1993
2.	Simhadri Thermal Power Project	PPA	04.02.1997
3.	Talcher Super Thermal Power Station Stage-II	PPA	06.04.1998
4.	ER Power	PPA	22.09.1999
5.	Ramagundam Super Thermal Power Station Stage-III	PPA	01.02.2001
6.	Simhadri Super Thermal Power Station Stage-II	PPA	03.02.2007

- B) As a sequel to GO nos. 58 & 59 dtd. 7.6.2005 of Govt. of AP, and the Transfer scheme notified by Govt. of AP on 9.6.05, there to the Govt. of AP has notified transfer of Bulk Power Supply Undertaking and assigned the BPSA/PPAs signed with APSEB/APTRANSCO to various Distribution Companies of Andhra Pradesh viz. Central Power Distribution Company of Andhra Pradesh Ltd. (APCPDCL), Eastern Power Distribution Company of Andhra Pradesh Ltd. (APEPDCL), Northern Power Distribution

  
K. SUDERSHAN  
Addl. General Manager (Commercial)  
NTPC Limited, SRHQ, SECUNDERABAD

  
Chief General Manager (Commercial)  
TSSPDCL, Corporate Office,  
6-1-50, Mint Compound, Hyderabad-500063



(3)

Company of Andhra Pradesh Ltd. (APNPDCL) and Southern Power Distribution Company of Andhra Pradesh Ltd. (APSPDCL) (collectively known as AP DISCOMs).

- C) Subsequently APDISCOMs entered into Supplementary Power Purchase Agreement with NTPC severally on 5<sup>th</sup> August, 2008 wherein APDISCOMs have agreed to provide an alternative payment security arrangement before expiry of the TPA signed on 20.03.2003 between Government of India, Government of A.P. and Reserve Bank of India either by efflux of time or otherwise and have agreed to execute a separate "Escrow Agreement" in favour of NTPC at least one year prior to expiry of TPA and enter in to a separate "Agreement to Hypothecate Cum Deed of Hypothecation" to ensure that NTPC shall have first charge on Receivables of APDISCOMs.
- D) Further, Distribution Companies of the erstwhile undivided Andhra Pradesh viz. APCPDCL, APEPDCL, APSPDCL and APNPDCL entered in to a Power Purchase agreements for Purchase of power from the following Power Stations on mutually agreed terms and conditions contained in the said agreement.

**Table : 2:**


S. NO.	Project	Date of Signing
1.	Pudimadaka Super Thermal Power Station	30.12.2010
2.	Kudgi Super Thermal Power Station	23.09.2010 & 03.12.2010


AND WHEREAS by virtue of the Andhra Pradesh Reorganisation Act, 2014 the state of Andhra Pradesh was reorganized and a new state of Telangana was formed. Accordingly, the territories of the new state and the reorganized state of Andhra Pradesh were demarcated with effect from 02<sup>nd</sup> June 2014.

AND WHEREAS by virtue of the said Andhra Pradesh Reorganisation Act, 2014 consequent upon the formation of the Telangana State, vide G.O.Ms. No. 21 dated 12.05.14 of GoAP, APCPDCL & APNPDCL have become the part of Telangana State.

AND WHEREAS as per Twelfth Schedule of A.P. Reorganisation Act, 2014 existing PPAs with respective DISCOMs of State of Telangana and State of Andhra Pradesh shall continue for both on-going and projects under construction.

AND WHEREAS APCPDCL has been renamed as TSSPDCL (Southern Power Distribution Company of Telangana Limited ) by Govt of Telangana.

  
K. SUDARSHAN  
Addl. General Manager (Commercial)  
NTPC Limited, SRHO, GE/HR/HR

  
Chief General Manager (Commercial)  
TSSPDCL, Corporate Office,  
6-1-50, Mint Compound, Hyderabad-500033

(10)

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is mutually agreed by and between the parties as follows:

The Bulk Power supply Agreement (hereinafter called as BPSA) dated 28.09.93 signed between NTPC and the Bulk Power Customers in the Southern Region including APSEB as appended at Annexure-I and the Power Purchase Agreements **including Supplementary PPAs** between NTPC and APSEB/APTRANSCO/APDSICOMs appended at Annexure-II with this Agreement including their subsequent amendment/ replacements from time to time other than those specifically mentioned hereunder apply mutatis mutandis to the sale of power by NTPC to TSSPDCL and the same are binding on the parties. Thus the said BPSA and the said PPAs including Supplementary PPAs shall form an integral part of this Agreement and the applicable provisions thereof shall mutatis mutandis apply to this Agreement. The term "Bulk Power Customers" used in the said BPSA shall mean to include TSSPDCL also for the purpose of this agreement.

All the terms and conditions stipulated in the said BPSA dated 28.09.1993, all other PPAs as per Table 1 & 2 and Supplementary PPAs dated 5<sup>th</sup> August 2008 shall apply for the supply of power from the above said generating stations of NTPC to TSSPDCL under these presents.

#### **Tariff**

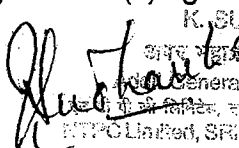
The Tariff and terms and conditions for the electricity supplied by NTPC Stations would be as determined by Central Electricity Regulatory Commission from time to time.


#### **Effective date and Duration of Agreement**

This Agreement shall come into force retrospectively w.e.f. 02<sup>nd</sup> June 2014 and shall remain valid and operative up to as per the terms and conditions stipulated in the said BPSA, PPAs and Supplementary PPAs .

#### **SUCCESSORS AND PERMITTED ASSIGNS**

In case the functions of TSSPDCL are reorganised and/or this Agreement is assigned to other organisation(s)/agency(ies), partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor Distribution/Trading organisation(s)/agency(ies)/entities and shall continue to remain valid with respect to the obligations of the successor organisation(s)/agency(ies)/entities provided that the successor organisation(s)/agency(ies)

  
K. SUBRAHMANYA  
General Manager (Commercial)  
NTPC Limited, SRHQ, Sec 14, Chandigarh

  
Chief General Manager (Commercial)  
TSSPDCL, Corporate Office,  
6-1-50, Mint Compound, Hyderabad-500004



is/are owned or controlled by the Government of Telangana .

(5)

In the event the functions of TSSPDCL are reorganised and/or privatised or this Agreement is assigned to Private organisation(s)/agency (ies), partly or wholly, TSSPDCL shall ensure that the agreements namely 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' are signed by the assignee before assignment of this Agreement.

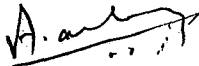
Only such of the successor entities who fulfil the above requirements and execute the requisite documents as above shall be termed as the permitted assigns.

In other cases NTPC shall have the right to terminate this Agreement. In the event of termination of this Agreement, TSSPDCL shall be liable and continue to pay the Capacity Charges each month till firm arrangement for sale of TSSPDCL's share with alternate customers substituting the TSSPDCL is tied up.

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives on the date mentioned above.

WITNESS

1.



ए. ऐन्थनी  
**A. ANTHONY**  
आयुक्त प्रबंधक (व्यापार)  
Dy. General Manager (Comm.)  
एन टी सी लिमिटेड, एन टी सी बिल्डिंग, आंध्र प्रदेश, हैदराबाद-१.  
NTPC Limited, SRHQ, SECUNDERABAD-3.

K. SUDARSHAN  
आयुक्त प्रबंधक (व्यापार)  
Akd. General Manager (Comm.)  
एन टी सी लिमिटेड, एन टी सी बिल्डिंग, आंध्र प्रदेश, हैदराबाद-१.  
NTPC Limited, SRHQ, Sec. 1 For and on behalf of

NTPC Ltd

2.



M.D. MANOHAR RAJU  
SE/IPC-II/TSSPDCL

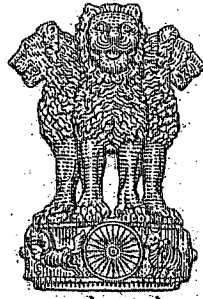
Uk  
Chief General Manager (Commercial)  
TSSPDCL, TSSPDCL Office.

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 1618, Date: 22.04.2015, Rs.100/-  
SOLD TO: K. KALYANI W/o. T. ANANTHA RAO  
FOR WHOM: M/s. NTPC LIMITED

M. Jyothi  
565002

**M. JYOTHI LAXMI**  
Licenced Stamp Vendor  
SVL No:59/95, R.L.No.16-06-010/2015  
Shop No.1, H.No.1-1-149, 62/A,  
Garden Lodge Building,  
St. Mary's Road, SECUNDERABAD.  
Phone No:9248371455

**SUPPLEMENTARY AGREEMENT**

BETWEEN

NTPC LIMITED

AND

NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD.

THIS AGREEMENT hereinafter called the "Agreement" entered into at Hyderabad on the 13<sup>th</sup> day of August, Two Thousand and Fifteen. (13/08/2015) between

NTPC Limited, a Company incorporated under the Companies Act, 1956 having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110003 (hereinafter called 'NTPC') which expression shall unless repugnant to the context or meaning thereof include its successors and assigns as party of the first part;

and

Northern Power Distribution Company of Telangana Ltd (TSNPDCL), having its

కె. సుదర్శన్  
K. SUDERSHAN  
అడ్ల. జనరల్ మేనేజర్ (సీనియర్)  
Addl. General Manager (Senior)  
కె.ఎ.సి.సి. బిల్డింగ్, 4<sup>వ</sup> ఫేజ్, నెల్లూరు, ఆంధ్రప్రదేశ్  
NTPC Limited, SRHC, SECUNDERABAD.

R. SANDHYA RANI,  
Chief General Manager  
IPC & RAC TSNPDCL,



Registered/Head Office at H.No. 2-5-31/2, Corporate Office, Vidyut Bhawan, Nakkalgutta, Hanamkonda, Warangal-506001 in the State of Telangana (hereinafter referred to as 'DISCOM') which expression shall unless repugnant to the context or meaning thereof include its successors and Permitted Assigns as party of the second part. Each of the parties of the first and second part above is individually referred to as a "Party" and collectively as the "Parties".

Whereas NTPC is a Generating Company as defined under Section 2(28) of the Electricity Act, 2003 and is a Govt. of India Enterprise and has established number of Generating stations/projects throughout the country and is supplying power to the various **State Electricity Boards/ Distribution Utilities** in terms of the Bulk Power Supply Agreement (BPSA) and Power Purchase Agreement (PPA) entered into with the respective State Electricity Boards/Distribution Utilities/Bulk power Customers.

And Whereas

- A) Andhra Pradesh State Electricity Board / Transmission Corporation of Andhra Pradesh Ltd (herein after called the "APSEB/APTRANSCO") entered in to a Bulk Power Supply Agreement (hereinafter called the "BPSA") and Power Purchase Agreements (hereinafter called the "PPAs") with NTPC for Purchase of power from the following Power Stations on mutually agreed terms and conditions contained in the said agreement.

**Table : 1:**

S. NO.	Project	Agreement	Date of Signing
1.	Ramagundam Super Thermal Power Station Stage I & II	BPSA	28.09.1993
2.	Simhadri Thermal Power Project	PPA	04.02.1997
3.	Talcher Super Thermal Power Station Stage-II	PPA	06.04.1998
4.	ER Power	PPA	22.09.1999
5.	Ramagundam Super Thermal Power Station Stage-III	PPA	01.02.2001
6.	Simhadri Super Thermal Power Station Stage-II	PPA	03.02.2007

- B) As a sequel to GO nos. 58 & 59 dtd. 7.6.2005 of Govt. of AP, and the Transfer scheme notified by Govt. of AP on 9.6.05, there to the Govt. of AP has notified transfer of Bulk Power Supply Undertaking and assigned the BPSA/PPAs signed with APSEB/APTRANSCO to various Distribution Companies of Andhra Pradesh viz. Central Power Distribution Company of Andhra Pradesh Ltd. (APCPDCL), Eastern Power Distribution Company of Andhra Pradesh Ltd. (APEPDCL), Northern Power Distribution

*[Handwritten Signature]*  
 Chief General Manager (C.G.M.)  
 NTPC Limited, SRNG, SRNG, SRNG

*[Handwritten Signature]*  
 P. S. BHAYA RANI,  
 Chief General Manager  
 IPC & RAC TSNPDCL,  
 Warangal.

Company of Andhra Pradesh Ltd. (APNPDCL) and Southern Power Distribution Company of Andhra Pradesh Ltd. (APSPDCL) (collectively known as AP DISCOMs).

- C) Subsequently APDISCOMs entered into Supplementary Power Purchase Agreement with NTPC severally on 5<sup>th</sup> August, 2008 wherein APDISCOMs have agreed to provide an alternative payment security arrangement before expiry of the TPA signed on 20.03.2003 between Government of India, Government of A.P. and Reserve Bank of India either by efflux of time or otherwise and have agreed to execute a separate "Escrow Agreement" in favour of NTPC at least one year prior to expiry of TPA and enter in to a separate "Agreement to Hypothecate Cum Deed of Hypothecation" to ensure that NTPC shall have first charge on Receivables of APDISCOMs.
- D) Further, Distribution Companies of erstwhile undivided Andhra Pradesh viz. APCPDCL, APEPDCL, APSPDCL and APNPDCL entered in to a Power Purchase agreements for Purchase of power from the following Power Stations on mutually agreed terms and conditions contained in the said agreement.

**Table : 2:**

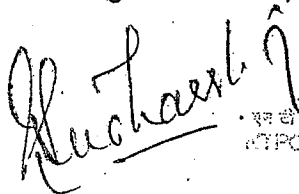
S. NO.	Project	Date of Signing
1.	Pudimadaka Super Thermal Power Station	30.12.2010
2.	Kudgi Super Thermal Power Station	23.09.2010 & 03.12.2010
3.	Ramagundam Solar PV Station	30.12.2011

AND WHEREAS by virtue of the Andhra Pradesh Reorganisation Act, 2014 the state of Andhra Pradesh was reorganized and a new state of Telangana was formed. Accordingly, the territories of the new state and the reorganized state of Andhra Pradesh were demarcated with effect from 02<sup>nd</sup> June 2014.


AND WHEREAS by virtue of the said Andhra Pradesh Reorganisation Act, 2014 consequent upon the formation of the Telangana State, vide G.O.Ms. No. 21 dated 12.05.14 of GoAP, APCPDCL & APNPDCL have become the part of Telangana State.

AND WHEREAS as per Twelfth Schedule of A.P. Reorganisation Act, 2014 existing PPAs with respective DISCOMs of State of Telangana and State of Andhra Pradesh shall continue for both on-going and projects under construction.

AND WHEREAS APNPDCL has been renamed as TSNPDCL (Northern Power Distribution Company of Telangana Limited) by Govt of Telangana.



K. SUNDERBHAN  
 2775 2575757 (30/05/2014)  
 ADCL General Manager (Contract)  
 NTPC Limited, SHPC, & SPCL, Hyderabad

  
 P. SANDHYA RANI,  
 Chief General Manager  
 IPC & RAC TSNPDCL,  
 Warangal.

Warangal.



Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is mutually agreed by and between the parties as follows:

The Bulk Power supply Agreement (hereinafter called as BPSA) dated 28.09.93 signed between NTPC and the Bulk Power Customers in the Southern Region including APSEB as appended at Annexure-I and the Power Purchase Agreements including Supplementary PPAs between NTPC and APSEB/APTRANSCO/APDSICOMs appended at Annexure-II with this Agreement including their subsequent amendment/ replacements from time to time other than those specifically mentioned hereunder apply mutatis mutandis to the sale of power by NTPC to TSNPDCL and the same are binding on the parties. Thus the said BPSA and the said PPAs including Supplementary PPAs shall form an integral part of this Agreement and the applicable provisions thereof shall mutatis mutandis apply to this Agreement. The term "Bulk Power Customers" used in the said BPSA shall mean to include TSNPDCL also for the purpose of this agreement.

All the terms and conditions stipulated in the said BPSA dated 28.09.1993, all other PPAs as per Table 1 & 2 and Supplementary PPAs dated 5<sup>th</sup> August 2008 shall apply for the supply of power from the above said generating stations of NTPC to TSNPDCL under these presents.

#### Tariff

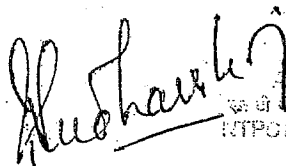
The Tariff and terms and conditions for the electricity supplied by NTPC Stations would be as determined by Central Electricity Regulatory Commission from time to time.


#### Effective date and Duration of Agreement

This Agreement shall come into force retrospectively w.e.f. 02<sup>nd</sup> June 2014 and shall remain valid and operative up to as per the terms and conditions stipulated in the said BPSA, PPAs and Supplementary PPAs.

#### SUCCESSORS AND PERMITTED ASSIGNS

In case the functions of TSNPDCL are reorganised and/or this Agreement is assigned to other organisation(s)/agency(ies), partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor Distribution/Trading organisation(s)/agency(ies)/entities and shall continue to remain valid with respect to the obligations of the successor organisation(s)/agency(ies)/entities provided that the successor organisation(s)/agency(ies)

  
K. SURESH KUMAR  
Addl. General Manager (Operations)  
NTPC Limited, SRH-2, SECUNDERABAD

  
P. SANDHYA RANI,  
Chief General Manager  
IPC & RAC TSNPDCL,  
Warangal.

is/are owned or controlled by the Government of Telangana .

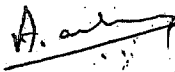
In the event the functions of TSNPDCL are reorganised and/or privatised or this Agreement is assigned to Private organisation(s)/agency (ies), partly or wholly, TSNPDCL shall ensure that the agreements namely 'Escrow Agreement' and 'Agreement to Hypothecate Cum Deed of Hypothecation' are signed by the assignee before assignment of this Agreement.

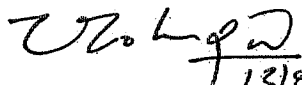
Only such of the successor entities who fulfil the above requirements and execute the requisite documents as above shall be termed as the permitted assigns.

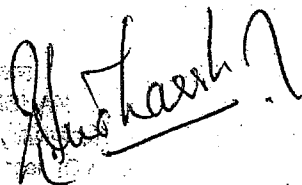
In other cases NTPC shall have the right to terminate this Agreement. In the event of termination of this Agreement, TSNPDCL shall be liable and continue to pay the Capacity Charges each month till firm arrangement for sale of TSNPDCL's share with alternate customers substituting the TSNPDCL is tied up.

IN WITNESS WHEREOF the parties have executed these presents through their Authorised Representatives on the date mentioned above.


WITNESS

1.   
A. ANTHONY  
उप महासंचालक (वाणिज्यिक)  
Dy. General Manager (Comm.)  
एन टी सी लिमिटेड, बॉम्बे रोड मुदरगा, तेलंगणा  
NTPC Limited, SRHG, SECUNDERABAD-5

2.   
13/8/2015  
(V. MOHAN RAO)  
GM (IPC, RAC, PLG)  
TSNPDCL

  
K. SRINIVAS  
उप महासंचालक (वाणिज्यिक)  
Dy. General Manager (Comm.)  
एन टी सी लिमिटेड, बॉम्बे रोड मुदरगा, तेलंगणा  
NTPC Limited, SRHG, SECUNDERABAD-5

For and on behalf of  
NTPC Ltd

  
13/8/2015  
For and on behalf of  
TSNPDCL  
P. SANDHYA RANI,  
Chief General Manager  
IPC & RAC TSNPDCL,  
Warangal.