

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, KER, 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

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- iv) SREB : Shall mean Southern Regional Electricity Board duly established by GOI vide Resolution No.EL.11/35(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

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2.0 INSTALLED 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:

Bulk Power Recipient	Unit	
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

		2100

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).

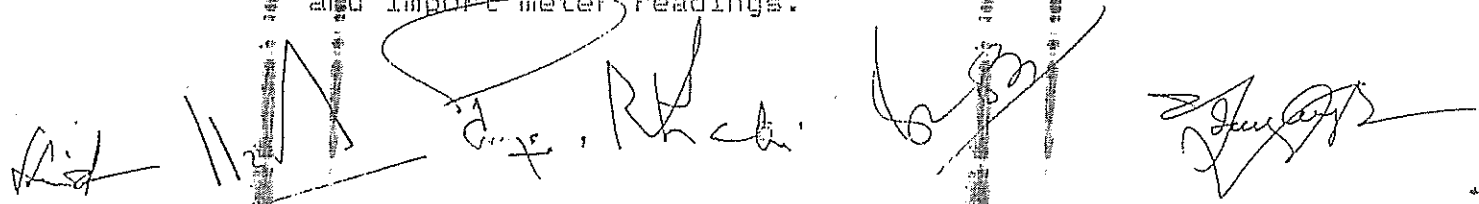
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3.0 WHEELING OF POWER

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.


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- 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 5th day of every month (if 5th 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.

R. S. D. *Amge* *R. K. Ch.* *B. S.* *J. S. D.*

H. A.

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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

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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).

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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.

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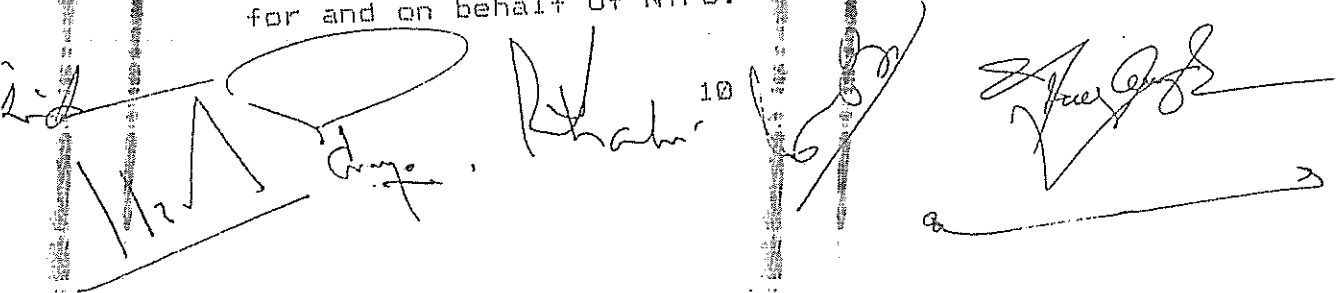
8.4 Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement and the payment of any bill preferred shall not be withheld by the Bulk Power Recipient(s) for any reason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


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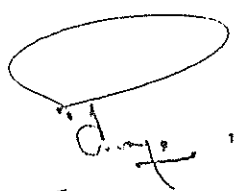
11.0 NOTICE

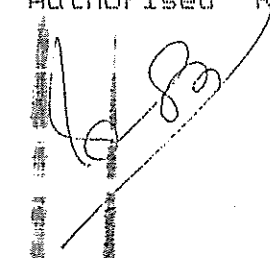
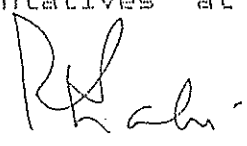
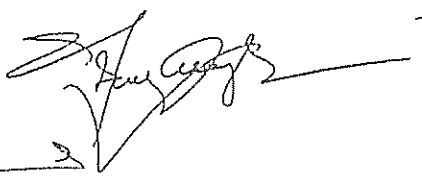
11.1 All notices required or referred to under this Agreement shall be in writing and signed by the respective authorised signatories of the parties mentioned in the Agreement, unless otherwise notified. Each such notice shall be deemed to have been duly given if delivered or served by registered mail/speed 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.

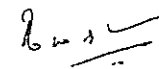
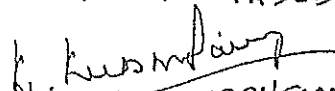

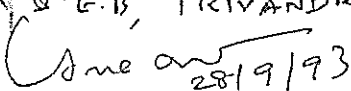
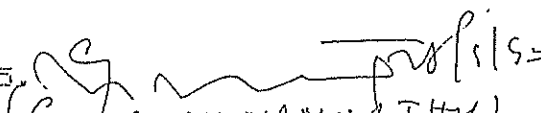

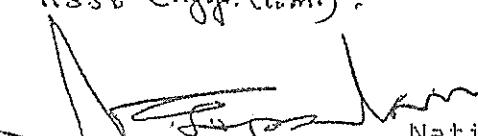
IN WITNESS WHEREOF the parties above executed these presents through their Authorised Representatives at

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

WITNESS

1. 
(C.V. RAVI KRISHNA RAO)
Chief Engineer (IPC)
APSEB
2. 
(K. KUPPUSAMY)
Member (A/N)
KEB
3. 
M.M. MATHEW ROY
Chief Engineer (Ch. Board & Boards)
K.C.E.B., TRIVANDRUM
4. 
28/9/93
S. Rama Sany, HG/TNEB
5. 
(G. KRISHNA MURTHY)
Superintending Engineer
E.D. Pondichery
6. 
(S.R. KULKARNI)
Asst. Engr. (Coml.)
Electricity Department of Government of Goa
7. 
(N. GOPALAN)
ED - GR
NTPC
8. (S.V. NARAYANAN)
MEMBER-SECRETARY, SREB

For and on behalf of
Andhra Pradesh State Electricity Board

CHAIRMAN
APSEB

For and on behalf of
Karnataka Electricity Board

(R. Sivadasan)
Chairman
KSEB

For and on behalf of
Kerala State Electricity Board

(K.V. IRMAYA)
CHAIRMAN
KEB

For and on behalf of
Tamil Nadu Electricity Board

(N. HARIBHASKAR IAS)
CHAIRMAN
TNEB

(S.R. Arya)
Chief Secretary to the
Union Territory of Pondichery
Per pro the President of India

(U.B. MADHAN)
For and on behalf of
Electricity Department of Government of Goa
CEE GOA

(R.V. SHAH)
For and on behalf of
National Thermal Power Corporation Ltd.
NTPC

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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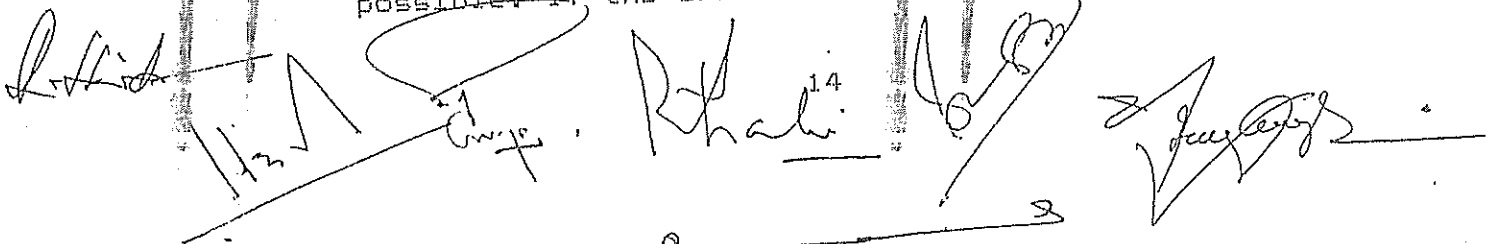
on the basis of check meter(s) and main meter(s) shall be calibrated immediately. If during the quarterly test check both the main meter(s) and the corresponding check meter(s) are found to be beyond the permissible limits of error both the meter(s) shall be immediately calibrated and the correction 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.

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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calibration are beyond permissible limits the same procedures applicable to the quarterly test checks shall be followed.

A.2.6 All the tests during quarterly checks and calibration on the main and check energy meter(s) shall be conducted in the presence of authorised representatives of NTPC and Bulk Power Recipient(s) and the results/correction so arrived at shall be applicable and binding on NTPC and all Bulk Power Recipients.

A.2.7 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 (British Standard where Indian Standard is not existing). 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.2.8 During the period of calibration of the defective meter(s) another export and import meter(s) duly calibrated would be installed by NTPC at Ramagundam STPS bus bars in the presence of concerned parties and jointly sealed. In case spare meter(s) are not available with NTPC 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 the check meter obtained during testing/calibration of check meter.

A.2.9 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 NTPC and APSEB for that period of defect and such computation shall be binding on all Bulk Power Recipients. In case there is no mutual agreement the decision of Member Secretary of SREB would be final and binding.

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A.2.10 For the purpose of test and calibration, the Rotating Standard (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 will 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).

c) 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).

d) 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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decided by reference to arbitration by a sole arbitrator (being a retired judge of the Supreme Court) to be nominated by the Chief Justice of India or any person or institution designated by him. The venue of all arbitration proceedings shall be Delhi. The arbitration shall be conducted in accordance with Indian Laws. The arbitrator shall give reasons for his award and the award shall be final and binding upon the parties.

[Handwritten signature]