

తెలంగాణ తెలంగాణ TELANGANA

S.No. 6518 Date 6/3/2020 Rs. 100/-

RLO HYD

Purchaser D. Venkata Bhaskar

S/V/D/o S/o Satyanarayana

T.S. GEN. CO

W 293143
B. MARY
Licenced Stamp Vendor
LIC:16-07-001/2013, Ren.No.16-07-006/2019
5-9-22/11/104, Hill Top Colony,
Adersh Nagar, Hyderabad, District
Ph.No.9885096145

**POWER PURCHASE AGREEMENT
BETWEEN
TELANGANA STATE POWER GENERATION CORPORATION LIMITED
AND**

**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
FOR SALE OF POWER FROM
YADADRI THERMAL POWER STATION (5x800 MW)**

Dated 11th day of March 2020

THIS POWER PURCHASE AGREEMENT, hereinafter called "Agreement", entered into on this 11th day of March Two Thousand and Twenty.

Between

Southern Power Distribution Company of TELANGANA Limited, (Erstwhile APCPDCL constituted under the sub-section (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted as per provisions of AP Re-Organisation Act, 2014, having registered

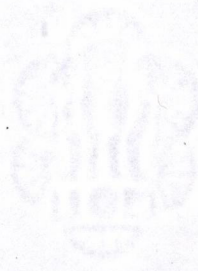
[Signature]
Chief Engineer
Coal & Commercial
TSGENCO, V.S., Hyderabad-82.

[Signature]
CHIEF GENERAL MANAGER/IPC & RAC
TSSPDCL, Corporate Office,
6-1-50, Mint Compound,
HYDERABAD-500 063.

Page 1 of 28
[Signature]
T. Madhusudan,
Chief General Manager,
IPC & RAC, TSNPDCL,
Warangal



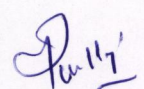
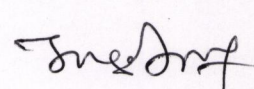
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Corporate Office at H.No 6-1-50, Mint compound, Khairathabad, Hyderabad 500063 (hereinafter referred to as "TSSPDCL") and Northern Power Distribution Company of TELANGANA Limited, (Erstwhile APNPDCL constituted under the sub-section (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted as per the provisions of AP Re-Organisation Act, 2014, having registered office at H.No.2-5-31/2, Corporate Office, Vidyut Bhavan, Nakkalagutta, Hanmakonda, Warangal - 506001 (TSNPDCL"); (hereinafter each of TSSPDCL, TSNPDCL are, as the context may require, individually referred to as "TSDISCOM" and collectively referred to as the "TSDISCOMs" which expression shall, unless it be repugnant to the context or meaning thereof include its successors and assigns), as parties of the first part, and

2. TELANGANA STATE POWER GENERATION CORPORATION LIMITED, (Erstwhile APGENCO constituted under the sub-section (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted under Companies Act, 2013 on 19th May 2014 and as per the provision of AP Re-Organisation Act, 2014, and commenced its operations from 02.06.2014 having its registered office at Vidyuth Soudha, Hyderabad - 500082 (hereinafter called "TSGENCO") which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns, as party of the second part and will be submitted to TSERC for consent.
3. Whereas State Government accorded approval for setting of Yadadri Thermal Power stations (5x800MW) by TSGENCO at Veerlapalem (Village), Damaracherla (Mandal), Nalgonda (District in the State of TELANGANA, India), hereinafter referred to as "YTPS", and generally referred to as "PROJECT". Whereas TSGENCO is a Generating Company wholly owned by the Government of TELANGANA STATE will establish YTPS and to be owned and operated by TSGENCO.
4. AND Whereas TSDISCOMS are desirous of purchasing 100% declared Capacity and Energy from YTPS and TSGENCO is willing to sell the same to TSDISCOMS on mutually agreed terms and conditions.

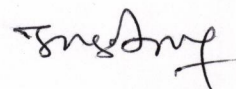
The terms and conditions of the Power Purchase Agreement are as per prevailing TSERC Regulations and any changes in TSERC regulations that may occur in future shall be applicable for all operating norms and any other parameters.



Article 1: Interpretation and Definitions

- 1.1 Acceptance test for establishing the capacity of the unit:** Acceptance test for establishing the capacity of the unit shall be performed in the presence of TSDISCOMS representatives and on satisfying the capacity of the unit, the capital cost of the project shall be arrived at on pro-rata basis against the rated capacity.
- 1.2 ACT:** means the Electricity Act, 2003.
- 1.3 Additional Capitalization:** means the capital expenditure actually incurred after cut-off date and admitted by the Commission after prudence check.
- 1.4 Approved Capital Cost:** to be taken into account at any time for the purpose of the Tariff means the amount of Capital cost of the Project admitted subject to approval of TSERC.
- 1.5 Authority:** means the Central Electricity Authority referred to in section 70 of the Act.
- 1.6 Auxiliary Energy Consumption (AUX):**
Auxiliary Energy Consumption (AUX) in relation to a period, in case of a Generating Station or Unit, means the quantum of energy consumed by auxiliary equipment of the Generating Station, such as the equipment being used for the purpose of operating plant and machinery, including switchyard of the Generating Station and the transformer losses within the Generating Station, and shall be expressed as a percentage of the sum of gross energy generated at the generator terminals of all the Units of the Generating Station.
- Provided that the Auxiliary Energy Consumption shall not include the energy consumed for supply of power to housing colony and other facilities at the Generating Station and the power consumed for construction works at the Generating Station.
- 1.7 Availability:**
Availability in relation to a Thermal Generating Station/Unit for any period means the average of the daily average declared capacities as certified by the State Load Despatch Centre (SLDC) for all the Days during that period, expressed as a percentage of the Installed Capacity of the Generating Station/Unit minus the normative Auxiliary Consumption in Megawatts (MW), as specified in these Regulations, and shall be computed in accordance with the following formula:

In relation to a Thermal Generating Station/Unit



N

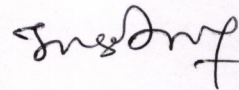
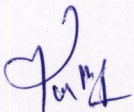
$$\text{Availability} = 100 \times \sum_{i=1}^N \text{DC}_i / \{N \times \text{IC} \times (1 - \text{AUX}_n)\} \%$$

Where,

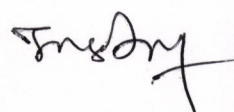
N = number of Time Blocks in the given period
DC_i = Average Declared Capacity in MW for the ith Time Block in such period
IC = Installed Capacity of the Generating Station/Unit in MW
AUX_n = Normative Auxiliary Consumption in MW, expressed as a percentage of gross generation in MW

- 1.8 Billing Date:** The Billing Date shall be 5 (five) days after the Meter Reading Date in each Calendar month.
- 1.9 Billing Month:** The Billing Month means Metering Date of calendar month to the Metering Date of the next calendar month.
- 1.10 Business Day:** It shall be construed as a reference to a day (other than Sunday) on which banks are generally open for business in Hyderabad.
- 1.11 COD of the Project:** means the Commercial Operation Date of the last unit of project.
- 1.12 Commercial Operation Date or COD:** means in relation to unit or block of the thermal generating station, the date declared by the generating company after demonstrating the maximum continuous rating (MCR) or the installed capacity (IC) through a successful trial run after notice to the beneficiaries, 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.
- 1.13 Cut-off Date:** means the 31st March of the Year ending after two (2) Years of the Year of start of commercial operation of a Project and, in case a Project is declared to be under commercial operation in the last quarter of a Year, it shall mean the 31st March of the Year ending after three Years of the Year of start of such commercial operation.
- 1.14 Date of Effectiveness of Agreement:** Date of Effectiveness of Agreement shall be the synchronisation date of unit.
- 1.15 Declared Capacity (or "DC"):**

Declared Capacity in relation to a Generating Station means, the capability to deliver ex-bus electricity in MW declared by such Generating Station in relation to any Time-Block of the Day as defined in the Grid Code or whole of the Day, duly taking into account the availability of fuel or water, and subject to further qualification in the relevant Regulation.



- 1.16 Debt:** means the amount of any loans, debentures or other similar obligations, contracted or raised and received by TSGENCO for the Project, but only to the extent that the proceeds of such capital contribution are exclusively utilized on the capital cost of the Project.
- 1.17 Debt Repayment:** means, in relation to a specified period, the amount of Debt of the capital cost which TSGENCO is due to repay in such period, in Indian Rupees in which the Debt is incurred.
- 1.18 Depreciation:** means the sum of the amounts of depreciation on buildings, equipment and other capital facilities of the Project on the date hereof, and in respect of any asset, shall be allowed up to 90% of the approved capital cost and shall cease so soon as its net book value equals the residual value i.e., 10% of its approved capital cost.
- 1.19 Designated Officer:** The Designated Officer in TSDISCOMS/TSGENCO shall be of the rank of a Financial Advisor and Chief Controller of Accounts (FA & CCA) or any other Officer designated by TSDISCOMS/TSGENCO for matters relating to billing and payment.
- 1.20 Dispatch Instructions:**
Dispatch Instruction shall be as per the TSERC Regulations 4 of 2018 and any amendments made by TSERC there on.
- 1.21 Due Date of Payment:** In case of a regular Monthly Bill due date of payment shall be 60 (sixty) days from the Billing Date and in case of a Supplementary Bill, it shall be 60 (sixty) days from the presentation of the Supplementary Bill to the Designated Officer.
- 1.22 Duration of Agreement:** Duration of Agreement shall be 25 years from date of C.O.D of the project.
- 1.23 Emergency:** Emergency means a condition on or affecting TSGENCO electrical system which is beyond the reasonable control of TSTRANSCO and which threatens the safe and reliable operation of the system or which is likely to result in the disruption of safe, adequate and continuous electric supply by TSTRANSCO or which endangers life or property, and which condition is aggravated by continued deliveries of energy from TSGENCO electrical system.
- 1.24 Energy Certification Committee (ECC):** shall be the body of the Designated Officers constituted at the headquarters by both the parties to certify each Billing Month the Net Energy Sale by one party to the other based on the Monthly Meter Readings jointly recorded at the power house.
- 1.25 GOI :** Government of India.
- 1.26 GoTS:** Government of TELANGANA STATE.



1.27 Grid Code: Grid Code means the Telangana State Electricity Regulatory Commission (State Grid Code) Regulations and **any amendments made by TSERC there on** or subsequent re-enactment thereof.

1.28 Gross Calorific Value (GCV): Gross Calorific Value in relation to a Thermal Generating Station means the heat produced in kilocalories (kcal) by complete combustion of one kilogram (kg) of solid fuel or one litre of liquid fuel or one standard cubic meter of gaseous fuel, as the case may be.

1.29 Gross Station Heat Rate (or "GSHR"):

Gross Station Heat Rate (or "GSHR") means the heat energy input in kcal required to generate one kilo Watt hour (kWh) of electrical energy at generator terminals of a Thermal Generating Station.

1.30 IEGC: Indian Electricity Grid Code, as approved by CERC.

1.31 Income Tax: Income Tax payable/ paid shall be limited to the extent of Return on Equity (RoE)/actuals whichever is less.

1.32 Infirm Power: means electricity injected into grid prior to the COD of the unit or block of the generating station.

1.33 Installed Capacity: means the summation of the name plate capacities of all the units of generating stations or the capacity of the generating station (reckoned at the generator terminals) as approved by the commission from time to time.

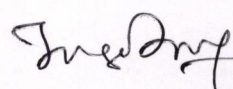
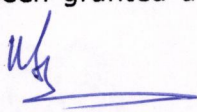
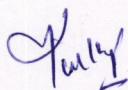
1.34 Installed Capacity Test: In relation to any Generating unit means any capacity test of such Generating unit to be carried out pursuant to Annexure-II (Commissioning and Testing).

1.35 Interconnection point: Interconnection point means the point at the outgoing HV Feeder where the power plant and the grid are connected in the power plant Switchyard. In case of Power Station where there is common bus or interconnecting bus with or without inter bus transformer (IBT) the metering point shall be at HV side of Generator Transformer.

1.36 Interest on Working Capital: The Interest on Working Capital shall be as per the TSERC norms.

1.37 LC: Irrevocable Revolving Letter(s) of Credit.

1.38 Licensee: Means a person who has been granted a licence under section 14 of the Act.



1.39 Main, Check and Standby Meter: Meter for measurement and checking of import / export of energy at interconnection point for Energy Accounting.

1.40 Maximum Continuous Rating: It is in relation to unit of the thermal power generating station means the maximum continuous output at the generator terminals, guaranteed by the manufacturer at rated parameters, and in relation to a unit or block of a combined cycle thermal power generating station means the maximum continuous output at generator terminals, guaranteed by the manufacturer with steam injection and corrected to 50Hz grid frequency and specified site conditions.

1.41 Metering Date: Metering Date for the first calendar month will be date of commercial operation date. Subsequent Metering Date will mean midday (12:00 hours) of the last day of each calendar month. However, the Metering Date of the Financial Year ends at 24:00 Hrs on 31st march of subsequent year and so on.

1.42 Monthly Bill: Monthly Bill will have the meaning ascribed to it under Article 4.3 for Thermal Energy Supplied under this Agreement.

1.43 Net Electrical Energy: It is the energy, supplied by TSGENCO from YTPS measured in kWh, at the point of interconnection in accordance with the provisions of Article 4.

1.44 Normative Generation:

$$\text{Normative generation} = \frac{100 \times \text{ex-bus energy}}{(100 - \% \text{ normative auxiliary consumption})}$$

1.45 Plant Load Factor (or PLF) for Thermal Power Plants:

Plant Load Factor (or PLF) in relation to a Thermal Generating Station for a given period, means the total sent-out energy corresponding to actual generation during such period, expressed as a percentage of sent-out energy corresponding to Installed Capacity in that period, and shall be computed in accordance with the following formula:

$$\text{PLF} = 100 \times \frac{\sum_{i=1}^N \text{SG}_i}{\{N \times \text{IC} \times (1 - \text{AUX}_n)\}} \%$$

Where,

N = number of Time Blocks in the given period;

SG_i = Scheduled Generation in MW for the ith Time Block of the period;

IC = Installed Capacity of the Generating Station/Unit in MW;

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AUX_N = Normative Auxiliary Consumption in MW, expressed as a Percentage of gross generation in MW;

N

Σ = Summation from i = 1 to N;

i=1

1.46 Project: means the coal based Thermal Power Station namely Yadadri Thermal Power Station (YTPS) established at Veerlapalem (Village), Damaracherla (Mandal), Nalgonda (District) in the State of TELANGANA, India, having a design rated capacity of 4000 MW (5X800 MW) and all facilities and related assets pertaining to this project, where so ever situated, required for the efficient, economic and safe operation of the Power Station.

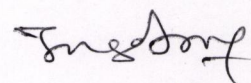
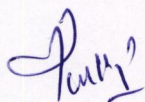
1.47 Prudent Utility Practices: Prudent Utility Practices means the practices, methods, techniques, and standards that are generally accepted nationally and internationally from time to time and commonly used in the national and international electric utility industry for the operation and maintenance of equipment of the size and having the other characteristics of a Power Station in a safe, prudent and reliable manner consistent with the parameters for such operation and maintenance set forth in this Agreement, which practices, methods, techniques and standards shall be adjusted as necessary to take account of the requirements of Law, physical conditions at the site on which a Power Station is located and operation and maintenance guidelines of the manufacturers of plant and equipment incorporated in the Power Station which TSGENCO is required to follow in order to maintain in effect any warranties, guarantees or insurance policies relating thereto.

1.48 STU: State Transmission Utility.

1.49 Supplementary Bill: Supplementary Bill will have the meaning ascribed to it in Article 4.4.

1.50 Tariff Year: Tariff Year shall be the financial year.

1.51 TSERC: means the TELANGANA STATE ELECTRICITY REGULATORY COMMISSION



Article 2: Sale & Purchase of available Electrical Capacity & Energy

2.1 Power Supplies by TSGENCO:

- (a) **Sale and Purchase of Infirm Power:** After synchronization and prior to the COD of any Generating unit, TSGENCO will sell and TSDISCOMS will purchase all infirm power generated by that Generating unit. TSDISCOMS will reimburse TSGENCO the actual cost of all coal and Secondary fuel consumed for such generation. TSGENCO agrees to demonstrate these costs, if so required by TSDISCOMS. TSGENCO shall furnish a bill to TSDISCOMS for this infirm power and TSDISCOMS shall pay this bill immediately.
- (b) **Sale and Purchase of Declared Capacity and Net Electrical Energy:** Save as otherwise provided in this Agreement, from and after the COD of the First Generating unit, TSGENCO shall make available and deliver, and TSDISCOMS shall purchase for the consideration set forth in this Agreement, the entire declared capacity and all Net Electrical Energy generated by the Project, subject, in the case of Net Electrical Energy, to such dispatch instructions as may be in effect from time to time.

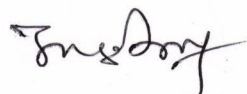
2.2 Power Supplies by TSDISCOMS: Upon TSGENCO's request, TSDISCOMS shall provide electrical energy to TSGENCO for construction, start-up and maintenance, and also for commissioning of the project. TSDISCOMS shall furnish a bill to TSGENCO for such power at a price equal to TSDISCOM's published tariff for construction power during the construction and start-up period up to the COD of the Project.

After COD of the unit, the tariff bills presented by the TSGENCO to the TSDISCOMS shall be on a net energy basis taking into account the power supplied by the TSDISCOMS to the Project including power supplied to the River water pump house located on the upstream of Nagarjuna Sagar Tail Pond Dam on river Krishna . The power supplied to the river water pump house will be shared among the units of YTPS.

2.3. Dispatch Instructions (DI):

2.3.1 Dispatch Instruction shall be as per the TSERC Regulations 4 of 2018 and any amendments made by TSERC there on.

2.3.2 TSGENCO shall follow the TSSLDC's directives, to back down, increase or resume generation, decrease generation at times on a day, provided that such directives are consistent with the technical limits of the facility, Prudent Utility Practices or in accordance with discharge functions of TSSLDC. Number of dispatch instructions per day shall not exceed two. The duration of back down and quantum of energy backed down each day shall be reconciled and certified by both TSGENCO (at station level) and TSSLDC on monthly basis.

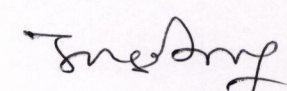
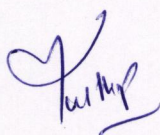


2.3.3 Nothing contained in this agreement shall be construed to require TSGENCO to operate the facility, at any time, including emergency, inconsistent with prudent utility practices and the technical limits in any manner.

2.3.4 Backing down Limits of Unit: The Technical Minimum limit of Generating Unit shall be in accordance with the relevant provisions of TSERC Regulations 4 of 2018 as amended from time to time will be applicable.

In the absence of any dispatch instructions from TSTRANSCO, the unit will operate according to the day ahead capacity notice furnished by TSGENCO.

2.4 Power evacuation: TSDISCOMs shall make necessary arrangements for evacuation of power from project switch yard.



Article 3: Generation Tariff

3.1 Tariff: The Tariff will be determined as two-part tariff for each tariff year. The tariff shall be the sum of the fixed charge and the variable charge. Incentive Payment if any, as calculated pursuant to provisions of this agreement is payable in addition

3.2 Fixed Charges

3.2.1 Annual Fixed Charges: TSGENCO shall claim the annual fixed charges as approved by TSERC for each tariff year and the annual fixed charges shall comprises of the following:

- a) Depreciation;
- b) Interest and finance charges on loan;
- c) Interest on Working Capital;
- d) Operation & Maintenance Expenses;
- e) Return on Equity;

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- f) Non-Tariff Income:

3.2.2 Capital Cost: The provisional capital cost of the project shall be taken as Rs. **29965.48 crores** as per Annexure-I and the complete capital cost of project shall be admitted subject to approval of TSERC.

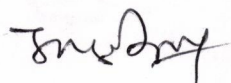
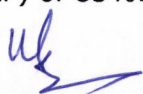
3.2.3 The Operation & Maintenance Charges: The Operation & Maintenance charges are applicable as per the TSERC regulations.

3.2.4 Debt-equity ratio: For determination of Tariff, the debt-equity ratio shall be considered as 70:30 of the amount of capital cost provided that

- i. The equity actually deployed is less than 30% of the capital cost, actual equity shall be considered for determination of Tariff
- ii. Where equity actually deployed is more than 30% of the capital cost, equity in excess of 30% shall be treated as notional loan of the Generating Entity.

3.2.5 Recovery of Fixed Charges:

- (a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge.
- (b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations
- (c) Full Capacity Charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) of 85%.



- (d) Recovery of Capacity Charges below the level of Normative Annual Plant Availability Factor (NAPAF) will be on a pro-rata basis

3.2.6 Renovation and Modernisation:

Renovation and Modernisation works of any unit/station shall be carried out in accordance with the guidelines of TSERC Regulations. The R&M expenditure will be included in the Gross Fixed Assets of plant for the purpose of computation of fixed charges subject to approval by Hon'ble Commission.

- 3.3 Variable Charges:** For any billing month, the variable charges consist of cost of coal & oil. Landed cost of coal and oil shall include transit and handling charges (transportation by rail/road or any other means), royalty on coal, taxes, and duties as applicable. Energy charges shall be arrived after considering transit & windage losses. Variable charges shall be paid based on the computation as per Annexure-III.

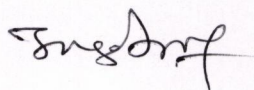
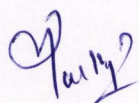
- 3.4 Operating Parameters:** The values of operating parameters like station heat rate, auxiliary power consumption, specific oil consumption and windage & transit losses etc., for the duration of the PPA shall be as per TSERC Regulations.

- 3.5 Fuel Cost Adjustment (FCA):** The FCA shall be made at the end of each quarter. The weighted average cost of coal for computation of variable charges shall be as illustrated in Annexure-V.

3.6 Incentive:

- a) Normative Annual Plant Load Factor for Incentive shall be 85%
- b) Computation of Incentive: Incentive shall be payable at a flat rate of 50 paisa/kwh for ex-bus scheduled energy corresponding to scheduled generation in excess of ex-bus energy corresponding to Normative Annual Plant Load Factor(NAPAF).

- 3.7 Charges for Unscheduled interchange if ABT/ DSM Regulations is implemented:** The generating station shall be entitled to receive or shall be required to bear, as the case may be, the charges for deviations between energy sent-out corresponding to scheduled generation and actual energy sent-out, in accordance with the balancing and settlement code notified by the commission. Provided that the rate for determination of such charges shall be notified by the commission from time to time.



3.8 Sale of Infirm Power:

Treatment to the infirm power shall be in accordance with the provisions of the TSERC (Deviation Settlement Mechanism and Related Matters) Regulations as and when specified by the Commission.

Provided that any revenue earned by the Generating Entity from supply of Infirm Power after accounting for the fuel expenses shall be adjusted towards reduction in the capital cost based on provisional claims made.

Provided also that the start-up power drawn by the Generating Station from the Grid shall be adjusted with ex-bus energy and such energy shall be billed to its Beneficiaries in the proportion of contracted capacities.

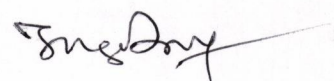
3.9 Levies, Taxes, Duties, Cess: The above Tariff is exclusive of any statutory taxes, levies, duties, cess or any other kind of imposition (s) whatsoever imposed/charged by any Government (Central/State) and/ or any other local bodies/authorities on generation of electricity including auxiliary consumption or any other type of consumption including water, transmission, environment protection, sale or on supply of power/ energy and / or in respect of any of its installations associated with Generating Stations and / or on transmission system.

The total amount of such levies/taxes/ duties/ cess etc. payable by TSGENCO to the authorities concerned in any month on account of the said levies/taxes/duties/cess etc, as referred to above shall be borne and additionally paid by TSDISCOMs to TSGENCO.

If any such levies/taxes/ duties/ cess etc., payable by TSGENCO in advance in any month, TSGENCO shall submit a bill to TSDISCOMs supported by a letter or notice issued by concerned authorities at least 20 (twenty) days before the due date of such payment. TSDISCOMs shall pay to TSGENCO an amount equal to such levies/taxes/ duties/ cess etc. within ten (10) days from the receipt of such Bill.

3.10 Deemed Generation:

- a) Stoppage of generation due to problems in Power evacuation for Generating stations treated as **Deemed Generation** for the purpose of computation of availability for payment of fixed charges.
- b) In case of Non availability of fuel, TSDISCOMS & TSGENCO will decide and finalise in consultation with coal companies at that time.



3.11 Admission of Energy bills: Details shall be given by TSDISCOMs every month for the amounts deducted if any, with specific remarks for all energy bills sent by TSGENCO.

3.12 Payment Mechanism:

I.

- a) The bills shall be presented to the designated officer of TSDISCOMs for Payments. Payments by TSDISCOMs for the bills raised by TSGENCO shall be made within 60 days through Letter of Credit (LC).
- b) A revolving Letter of Credit (LC) to be opened in favour of TSGENCO to cover one-month receivables, subject to review of value of bills each year on 1st April.
- c) LC shall be valid for the term of the PPA by Renewing/ Revalidating /Opening New LC in place of existing LC.
- d) LC charges in relation to opening, operation and maintenance shall be to TSDISCOMs account.

II.

- a) In addition, TSDISCOMs shall open an Escrow account by entering Escrow Agreement with a Nationalised Bank (for the entire period of PPA) thirty days (30) prior to effective date, to cover one month receivables valid for the tenure of the PPA as a backup to the Letter of credit.
- b) TSDISCOMs shall cause all receipts of TSDISCOMs arising from Sale of Power (Both LT & HT) to be deposited in Escrow account aggregating to an amount not less than the L.C. amount.
- c) Such instruction shall be irrevocable during the term of this agreement. TSDISCOMs shall not act in any manner as may negatively affect the inflow of the revenues into this account and shall take such steps as may be necessary to assure the flow of the specified level of revenues in such account during the term of this agreement.
- d) In the event of TSDISCOMs failure to pay any sums due to the TSGENCO on the due date of payment through the Letter of Credit or otherwise, when any sum is due to the TSGENCO, or in case of non-renewal of the letter of credit, the TSGENCO by notice in writing to the bank holding the Escrow account, may require such bank not to honour any of cheques, hundies and requisition presented to it by or on behalf of TSDISCOMs or any other drawls on the account until after the claim of the TSGENCO is first discharged.
- e) This arrangement shall continue parallelly with LC for the entire period of the Power Purchase Agreement.

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3.13 Rebate: For payment of bills of generation Tariff and charges within 7 Days of presentation of bills, through Letter of Credit or through NEFT/RTGS, a rebate of 2% on billed amount, excluding taxes, cess, duties etc., shall be allowed.

3.14 Delayed Payment Charges:

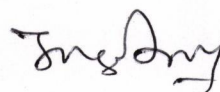
In case the payment of bills of generation Tariff and charges by the TSDISCOMS is delayed beyond a period of 60 Days from the date of billing, a delayed payment charge at the rate of 1.25% per month on the billed amount shall be levied for the period of delay by TSGENCO, notwithstanding anything to the contrary as may have been stipulated in the agreement or arrangement with the TSDISCOMS.

Such delayed payment charge and interest on delayed payment earned by the Generating Entity shall not be considered under its Non-Tariff Income.

3.15 Income Tax: It shall be payable as per TSERC 1 Of 2019 Regulations and subsequent amendments there on.

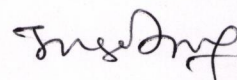
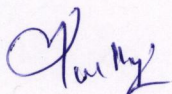
3.16 Change in law: In the event of any new law, regulation or tax or in the event of any change, amendment, modification or repeal of any law, regulation or tax (including without limitation, any withholding taxes, cess, duties, environmental taxes, sales taxes, property taxes, import fees or assessments) of any Government Authority after the date of effectiveness of this agreement, detrimentally or beneficially affects TSGENCO, then TSGENCO shall send a notice in writing to TSDISCOMs regarding such an event and both parties shall meet and endeavour to agree to an amendment to this agreement to pass on the impact of such an event to TSDISCOMs, which shall be settled through supplementary invoice. If within 90(ninety) days after such notification, the parties are unable to reach agreement on such amendment, or in the event that an agreement to amend has been reached but no amendment has been executed within 30 (thirty) days after reaching of such agreement to amend, either party shall have the right to commence the dispute resolution procedures set forth in Article 8 to determine the appropriate amendment to this agreement.

3.17 General: Any changes in TSERC regulations that may occur in future shall be applicable for all operating norms or any other parameters.



Article 4: Metering & Billing

- 4.1 Monthly meter readings:** Monthly meter readings shall be jointly taken (and a joint acknowledgement thereof signed) by the authorised representatives of both parties at an agreed time on each metering date from both main and check meters. If the readings from both main and check meters demonstrate a level of inaccuracy greater than the prescribed limits of check meter, then the main Meter shall immediately be tested by TSDISCOMs/authorised representatives and TSGENCO pursuant to this Article 4 and the provisions of this Article shall apply. If either party fails to attend the joint meter reading at the agreed time, the readings provided by the party which conducts such reading shall be conclusive for the purposes of this agreement; Provided that the results of such reading be provided to the other party which shall be certified by an officer of the party conducting the meter reading.
- 4.2** Installation, Inspection and Sealing, half yearly calibration, etc & testing conditions are as per Annexure-IV.
- 4.3 Monthly Bill:** On or before each Billing Date, TSGENCO shall submit to TSDISCOMs a Monthly Bill based on (a) meter reading that has either been signed by both Parties or certified by TSGENCO with respect to TSDISCOMs refusal to sign within five days of the Metering Date and (b) the Tariff, which will set out the monthly Fixed Charges and the monthly Variable Charges with respect to the Power Station covered under this agreement. Each monthly bill for a billing month shall be payable by TSDISCOMs in accordance with this agreement on or before the due date of payment, which will be the date 60 days from the date of billing to the designated officer of TSDISCOMs.
- 4.4 Supplementary Bills:** Any amount due to TSGENCO by TSDISCOMs under this agreement other than amounts set out in a monthly tariff bill and the bills shall be payable within sixty (60) days after presentation of supplementary bill(s) by TSGENCO to TSDISCOMS. This will include, but not be limited to the following;
- a) Claims for Income Tax
 - b) Statutory duties, taxes, cess, levies, fee, royalty, etc.
 - c) Monthly tariff adjustments
 - d) Water charges, NALA charges, etc.
 - e) Any claims of central/state/local authorities/bodies, etc.
 - g) Any other claim admissible under this agreement.
- 4.5** Any Supplementary Bill which reflects an amount owed by TSGENCO to TSDISCOMs shall be reflected as a credit in the next monthly bill.



Article 5: 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 provisions 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 and notify in writing to the other Party by Registered Post. Any other nomination of authorized representative (s) shall be informed likewise in writing to / by TSDISCOMs within one month of signing of the agreement. Notwithstanding any nomination, the Chairman & Managing Director / TSGENCO or his authorized representatives at its Registered Office shall be authorized to act for and on behalf of TSGENCO.

Article 6: Duration of the Agreement

This agreement shall be deemed to be in force from date of synchronisation of unit and in operation for twenty five (25) years from the date of commercial operation of the project.

This agreement may be extended, renewed, amended or replaced by another agreement, on or before the expiry of this agreement, on such terms and for such further period of time as the parties may mutually agree subject to prior consent of Telangana State Electricity Regulatory Commission (TSERC).

Article 7: Force Majeure

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/drawl 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.

The generator is entitled to claim full fixed charges upon declaration of plant availability and cannot claim any consequent losses during Force Majeure period.



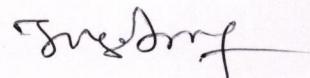
Article 8: Arbitration

All differences or disputes between the parties arising out of or in connection with this agreement shall be endeavoured to be settled amicably through negotiation between Heads of the organisations or their authorised representatives failing which shall be settled through arbitration as provided herein.

In the event of any such differences or disputes between the parties, any party may by a written notice of 30 days to the other party request Telangana State Electricity Regulatory Commission (TSERC) to settle such disputes.

Article 9: General

- 9.1 Agreement final and complete:** This agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all the parties to this agreement. No representations or promises not expressly contained in this agreement have any effect of modifying this agreement.
- 9.2 Waiver:** If any provision of this agreement shall be adjudged by a court to be unlawful void or unenforceable such provision shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances or the validity or enforcement of this agreement. No failure or delay on the part of the parties to this agreement relating to the exercise of any right power privilege or remedy provided under this agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at law or in equity.
- 9.3 Circumstances not covered in this agreement:** The parties acknowledge and accept that it has not been possible to envisage all the circumstances that may arise in the course of the dealings between the parties and therefore it has not been possible to provide for all such eventualities. In the course of the implementation of the agreement the parties may be faced with matters which have not been expressly dealt with in this agreement.



The parties shall discuss and find an appropriate solution to such matters amicably and parties shall act on best endeavour basis keeping in view the interest of both the parties.

If the parties are unable to arrive at a settlement, the matter shall be referred to arbitration in accordance with Article 8 and the decision of the arbitrator(s) shall be final and binding on the parties.

Article 10: Notice

All notices required or referred 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 to the other party if delivered or served by registered post/speed post or by any other mode with an acknowledgement in terms of Article 5.

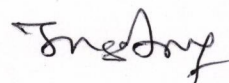
Article 11: Assignment

- 11.1** TSGENCO acknowledges and accepts that TSDISCOMs shall (with the consent of TSGENCO) be entitled to assign all its rights, duties, obligations and responsibilities under this agreement to any other successor entities, either wholly or partly and to one or more of them and in such manner as may be agreed to between TSDISCOMs and the said successor entities with the approval of TSERC and after due service of written notice of the proposed assignment to TSGENCO. Upon such assignment taking place, the corresponding rights, obligations and interests of TSDISCOMs shall in connection with this agreement or incidental thereto devolve on the successor entities.

Provided that TSDISCOMs shall continue to be responsible for all obligations outstanding prior to the date of assignment, until these are fully discharged by the successor entities

Provided that at a subsequent date, the successor entities refuses to accept any rights/obligations/liabilities as not devolving on them, these will automatically revert to TSDISCOMs, who shall discharge their obligations in respect of such rights, obligations and liabilities without any demur.

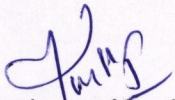
- 11.2** For the purpose of obtaining financing for the project, TSGENCO may assign or create security over its rights and interests under or pursuant to this agreement to any one or all the lenders of this Project.



In witness whereof the parties have signed this Agreement on the day, month and year first written above.


For and on behalf of

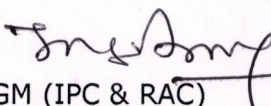
TELANGANA STATE POWER GENERATION
CORPORATION LIMITED


Chief Engineer (Coal & Commercial)
TSGENCO
Chief Engineer
Coal & Commercial
TSGENCO, V.S., Hyderabad-82,

For and on behalf of

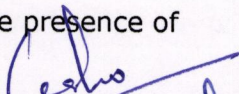
TSDISCOMs


(K-SAIRABA)
CGM (IPC & RAC)
TSSPDCL
CHIEF GENERAL MANAGER/IPC & RAC
TSSPDCL, Corporate Office,
6-1-50, Mint Compound,
HYDERABAD-500 063.

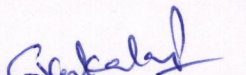

CGM (IPC & RAC)
TSNPDCL
T. Madhusudhan.,
Chief General Manager,
IPC & RAC, TSNPDCL,
Warangal

In the presence of

1.

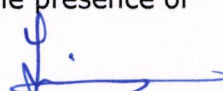

set out

2.


set out

In the presence of

1.



2.


set out

Annexure-I
Yadadri Thermal Power Station (5X800MW)

Cost Estimates

(Rs. Crore)

SI.No	Description	Total
1	Land & R&R Issue	845.00
2	Steam Generator, Turbine and Generator and auxiliaries	7900.00
3	Balance of Plant	
	i) Mechanical	4087.30
	ii) Electrical & C&I	740.50
4	Sub Total of Equipment cost (SI.No:2+3(i)+3(ii))	12727.80
5	GST @18% of SI.No.4	2291.00
6	Initial Spares	305.47
7	GST @18% of SI.No.6	54.98
8	Equipment cost including spares (SI.No.4+6)	13033.27
9	Equipment cost including duties, taxes & Spares (SI.No:5+7+8)	15379.26
10	Freight & Insurance on SI.No.4	256.26
11	Freight & Insurance on SI.No.6	6.91
12	Total equipment cost including Freight & Insurance (SI.No:9+10+11)	15642.43
13	GST @ 18% of SI.No.10	46.13
14	GST @ 18% of SI.No.11	1.24
15	Unloading at site, site handling, Erection, Testing & Commissioning	1716.99
16	GST @ 18% of SI.No.15	309.06
17	Civil Works	5057.50
18	GST @ 18% of SI.No.17	910.35
19	Total Works Cost(SI.No:13+14+15+16+17+18)	8041.27
20	Contingency @2.5% of Total works i.e. SI. No.19	201.03
21	Sub Total - EPC & NON-EPC Cost (SI.No:01+12+19+20)	24729.73
22	Establishment cost including headquarter charges @ 3% of SI.No.21	741.89
23	Consultancy & Engineering	40.00
24	Start up Fuel	50.00
25	Operator Training	6.00
26	Total Hard Cost (SI.No:21+22+23+24+ 25)	25567.62
27	IDC & Financing Cost	
	i) Financing expenses @ 0.05% of SI.No.21	12.36
	ii) Interest During Construction	4265.63
28	CSR @ 0.4% of Total Project cost	119.86
29	Total Project cost including IDC & FC (SI.No:26+27(i)+27(ii)+28)	29965.48

Note: The Project cost indicated above is only tentative and final project cost shall be determined after completion of COD of Station. The final project cost approved by Hon'ble TSERC will be taken in to account for tariff computation purposes.

[Signature]

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Annexure-II

Commissioning & Testing

- 1.1 Guidelines:** The commissioning of the Project will require satisfactory performance of a number of tests prescribed to demonstrate conformance with regulatory requirements.

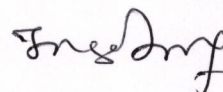
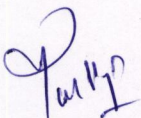
An Installed capacity test shall be carried out during the reliability run as defined in the "Tests on Completion" in the EPC contract entered into, or to be entered into, by TSGENCO for the purposes of the Project.

TSGENCO shall give TSDISCOMs at least seven(7) days prior written notice of the date on which the Installed capacity test will commence.

TSGENCO and TSDISCOMs shall designate representatives to witness and observe the test. The generating unit shall be operated within the manufacturer's specified limits and in accordance with prudent utility practices for the duration of the test.

- 1.2 Test Conditions - General Considerations:** The Performance Guarantee Test shall be designed and carried out in accordance with standard ASME PTC 6 - Turbo-Generators. Results will be communicated after success full completion of test.

- i) The performance guarantee test will be run under any and all ambient conditions (temperature, humidity etc.) that may exist during the time of the performance guarantee test, and no corrections in final generator gross output will be allowed as a result of prevailing ambient conditions.
- ii) The fuel will be within the range of the fuel specification in the Coal Supply Agreement (CSA).
- iii) Correction curves will be used if grid operation during the performance guarantee test exceeds the grid technical limits.
- iv) The performance guarantee test shall be deemed to have demonstrated the gross generation capacity of the generating unit under all design conditions and therefore no adjustments shall be made on account of fuel quality or ambient conditions.
- v) Electrical system characteristics test shall demonstrate the Project's ability to operate within the limits of the electrical system characteristics. Electrical system characteristics compliance shall be deemed to be achieved in case of:

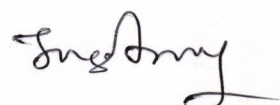


- a. Voltage provided the project operates within the nominal voltage levels of the grid for the duration of the performance guarantee test. If during the test, voltage tests cannot be performed due to grid constraints, data supplied from tests of the generator step-up transformers and generator supplied by the manufacturers shall be used to establish the ability of the project to operate within the specified voltage limits.
- b. Grid frequency provided the project operates within the nominal frequency levels for the duration of the performance guarantee test.
- c. Power factor, provided the project operates within the power factor range for the duration of the performance guarantee test. If, during the performance guarantee test, power factor tests cannot be performed due to grid constraints, data supplied from tests of the generators and the generator step-up transformers supplied by the manufacturers shall be used to establish the ability of the project to operate within the specified voltage limits.

Electrical output shall be measured at the generator terminals using test class instruments with an overall measurement uncertainty of $\pm 0.5\%$ (utilizing meters of class 0.2 accuracy). The metering system shall be capable of measuring instantaneous output (MW), hourly average power (MW) and the integrated energy over the relevant test period (MWh).

1.3 Installed Capacity Test:

- a) TSGENCO shall conduct Installed capacity test for declaration of COD as per CEA guidelines if any. Each installed capacity test shall be carried out at maximum continuous rating over a continuous period of seventy-two (72) hours for determination of installed capacity of the unit. Provided that if the generating unit's installed capacity is determined to be higher than 800 MW, including if any permitted retest shall result in such generating unit's installed capacity being higher than 800 MW, then the installed capacity of such generating unit shall be limited to 800 MW and shall apply for the purpose of calculation of PLF. If the generating unit's installed capacity is determined to be lower than 800 MW, the capital cost of the project shall be arrived at on pro rata basis against the rated capacity.
- b) TSGENCO shall demonstrate Installed capacity Test as per TSERC Regulations.



1.4 Test Results

- 1.4.1** Within five (5) Days after the completion of the installed capacity test, TSGENCO shall certify and submit a written report to TSDISCOMs/ SLDC for approval which shall contain:
- i) Details of the results of the tests including sufficient data to demonstrate that all requirements of the installed capacity test and the electrical system test have been met.
 - ii) If a generating unit has passed the installed capacity test for the purposes of COD, the date and time for commencement of commercial operation for such generating unit for the purposes of this agreement.
- 1.4.2** If TSDISCOMS disputes any or all of the results contained in the report provided by TSGENCO pursuant to paragraph **1.4.1** above then TSDISCOMs shall initiate the informal dispute and arbitration detailed in Article 8 of this agreement.
- 1.4.3 Energy generated during testing and commissioning:** At all times after the scheduled date of synchronisation of each generating unit, TSDISCOMs shall accept all electrical output produced by such generating unit during start-up, commissioning and testing performed pursuant to Article 2.1(a) of this agreement.

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Annexure – III

Computation of Variable Charges

Total Energy charge payable (Energy charge rate in Rs. /kWh) X
to the Generating Entity for = {Scheduled energy (ex-bus) for the month in
a month shall be kWh.}

Note: Net Electrical Energy (Ex-bus) for the month in kWh will be considered in the place of Scheduled energy (ex-bus) till the implementation of DSM Regulations

For coal based stations

$$ECR = \{(GSHR - SFC \times CVSF) \times LPPF/CVPF + SFC \times LPSFi + LC \times LPL\} \times 100 / (100F - AUX))$$

Where,

AUX	=	Normative Auxiliary Energy Consumption in percentage
CVPF	=	Weighted Average Gross calorific Value of coal as received, in kCal per kg for coal based stations
CVSF	=	Calorific value of secondary fuel, in kCal per ml.
ECR	=	Energy charge rate, in Rupees per kWh sent out.
GSHR	=	Gross Station Heat Rate, in kCal per kWh.
LC	=	Normative limestone consumption in kg per kWh.
LPL	=	Weighted average landed price of limestone in Rupees per kg.
LPPF	=	Weighted average landed price of primary fuel, in Rupees per kg, per litre or per standard cubic meter, as applicable, during the month. (In case of blending of fuel from different sources, the weighted average landed price of primary fuel shall be arrived in proportion to blending ratio)
SFC	=	Normative Specific fuel oil consumption, in ml per kWh.
LPSFi	=	Weighted Average Landed Price of Secondary Fuel in Rs./ml during the month

The monthly Variable Charge to be shown in the Monthly Thermal energy Bill will be the aggregate of the Variable Charge calculated i.e.,

$$\text{Monthly Variable Charge in Thermal Tariff Bill} = ECR * E$$

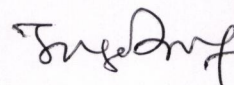
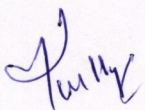
Where:

ECR	=	Energy charge rate in Rs. /kWh calculated pursuant to this article
E	=	Net Electrical Energy in kWh delivered at the Interconnecting point

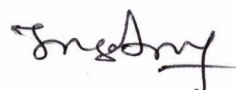
Annexure – IV

Energy Meters & Calibration

- 1.1 Installation of Energy meters:** One set of 0.2S class MRI static ABT compatible energy meters shall be installed at each point of interconnection. Each set will consist of a main meter and check meter. The main meter and standby meter will be installed and maintained by TSGENCO and the check meter by TSDISCOMs. Cost of the main meter and stand by meter charge for all types of testing and calibration will be borne by TSGENCO and those of check meters by TSDISCOMs. The meters should have provision to record parameters even if there is a potential transformer fuse failure. TSGENCO shall also ensure installation of adequate telemeter and communications equipment to transmit information on an on-line basis to TSSLDC. These meters shall be jointly calibrated, inspected and sealed by and on behalf of TSGENCO and TSDISCOMs and shall not be interfered with except in the presence of the other party on mutual consent of parties when necessity arises.
- 1.2 Inspection and Sealing:** All the meters shall be jointly inspected and sealed with a seal owned by each party and shall not be opened, calibrated or tested except in the presence of the representatives of both parties; provided that, if one party gives the other party not less than two weeks prior notice (or where, due to the requirements of this agreement or any other event or circumstances, it is necessary for such opening calibration or testing to be carried out within any shorter period, such prior notice as shall be reasonable in the circumstances) that any such meter is to be opened, calibrated or tested, and such other Party does not attend such opening, calibration or testing, then the first Party may proceed with such opening, calibration or testing without the presence of such other party.
- 1.3 Errors in Main Meters:** Whenever the monthly meter reading indicates errors in the main meters beyond the permissible limit but no such error is noticed in the check meters, billing for the month will be done on the basis of the check meters and main meters will be immediately repaired and recalibrated.
- 1.4 Errors in the Main Meters, Check Meters and standby meters:** If the monthly meter reading of the main meters and the corresponding check meters and standby meters are found to be beyond permissible limits of error, the main meters, the check meters and standby meters shall be immediately repaired and recalibrated and a correction agreed between the Parties and applied to the monthly meter reading to arrive at the correct energy for billing purposes for the period of the month up to the time of such test repairs and recalibration. Billing for the period thereafter until the next monthly meter reading shall be as per the calibrated main meter.



- 1.5 Defects:** If the main meter, stand by meter and the check meter fail to record or if any of the potential transformer fuses are blow out, then the energy will be computed on a mutually agreeable basis for that period of defect.
- 1.6 Correction of Meter Error:** For the purpose of corrections to be applied, the meter shall be tested as per the applicable standards. 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. For the purpose of test & calibration the sub-standard (SS) meter calibrated & sealed by Government Authorised meter testing house/ laboratory shall be utilised.
- 1.7 Correction of Meter:** All the periodical checks and calibration shall be conducted in the presence of authorised representatives of TSGENCO and TSDISCOMs and results/corrections implemented shall be applicable and binding on both parties. The meters shall be jointly sealed after each calibration or when the seal is broken on mutual consent of the parties.
- 1.8 Testing after Notice:** If at any time any party feels that the meter is not recording correctly it shall give notice to the other party. TSGENCO shall undertake testing and calibration (if necessary) in co-ordination with TSDISCOMs. If error on such testing is found to exceed the error limits specified in the relevant standards for the class of the meter, the meter shall be notified and calibrated. Necessary adjustments in the bills shall be made from the time of previous meter reading till the time of the calibration if the defective meter reading has been used for billing for the concerned period. The testing after notice from TSDISCOMs in respect of meters owned by TSGENCO would be done by TSGENCO and if on such testing errors are found to be within limits, TSGENCO shall be compensated by the payment of actual cost of such test by TSPCC and vice-versa.
- 1.9 Other Meters:** Points of metering if any, other than the interconnected points, where meters are to be installed for mutual benefit shall be decided in the meeting between both parties. The type of meters, accuracy class etc., shall also be decided in the meeting.
- 1.10 Records:** TSGENCO and TSDISCOMs shall each compile and maintain records respective meter readings recorded by each party for the energy generated by TSGENCO and delivered to TSDISCOMs. Such records will be made available for inspection by the other party during business hours upon reasonable advance notice.
- 1.11 General:** Regarding the metering, the guide lines issued by CEA from time to time shall be applicable and final.



Annexure - V

Computation of Delivered Cost of Coal – Thermal Plants

- 1. Weight of Coal:** The weight of coal received for the Thermal Power Station for the purpose of calculating weighted average delivered cost of coal will be the weight of coal supplied by the supplier reduced by the quantity lost in transit, windage & shrinkage etc. This loss shall be 0.8%.
- 2. Cost of Coal:** Total cost of coal delivered at each Thermal Power Station shall constitute the price paid to the coal supplier, all incidental duties and taxes paid to the State or Central Government and the cost of actual transportation including coal related cost. However, TSGENCO will take all possible steps to minimise the transportation cost of coal.
- 3. Weighted Average Cost of Coal:** The weighted average cost of coal for computation of variable charges shall be arrived based on landed cost of coal during the month and cost of coal available in ground stock as illustrated below:

Example:

Opening Stock at the project	= 100 Metric Tonne
Cost of coal (Ground stock)	= Rs. 920 per Metric Tonne
Coal supplied during the month	= 100 Metric Tonne
Landed cost of coal supplied (including coal related cost)	= Rs. 93780
Quantity lost during transportation, windage & shrinkage (@ Normative loss of 0.8 %)	= 0.8% Metric Tonne
Quantity received during the month	= 100 MT- 0.8 MT = 99.2 Metric Tonne

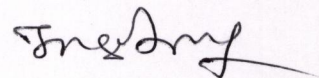
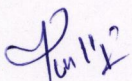
Weighted average cost of coal =

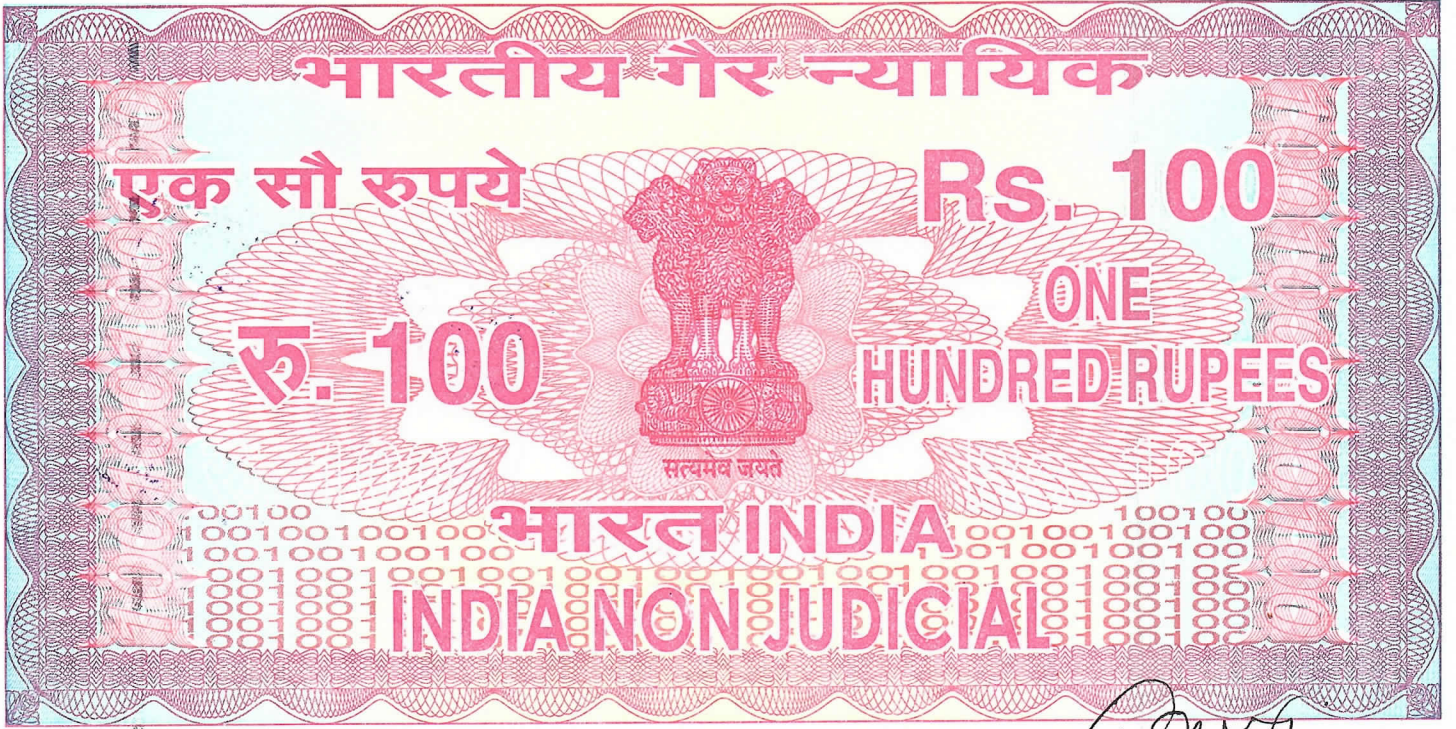
(Cost of coal received during the month + cost of coal at ground stock)

(Quantity of coal received during the month + Quantity of ground stock coal)

$$= (93780 + 100 \times 920) / (99.2 + 100)$$

$$= 932.63 \text{ Rs/ Metric Tonne.}$$





తెలంగాణ తేలంగానా TELANGANA

[Signature]
AH 184835

Sl.No. 46015 Date: 16-12-2021
SOLD TO : D.VENKATA BHASKAR
S/O. D.SATYANARAYANA, R/O. HYD
FOR WHOM: TSGENCO

KONDA KAVITHA
Licenced Stamp Vendor
L No: 16-04-06/2016
RL.NO: 16-04-022/2019
H.No. 8-2-460/64, Road No.4
Sukdev Nagar, Banjara Hills, Hyderabad
Phone No:9248325639

**AMENDMENT dated 22nd DAY OF DECEMBER, 2021
TO THE POWER PURCHASE AGREEMENT Dt.11.03.2020**

BETWEEN

**TELANGANA STATE POWER GENERATION CORPORATION LIMITED
AND
SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED**

FOR SALE OF POWER FROM

YADADRI THERMAL POWER STATION (5x800 MW)

THIS Amendment to the POWER PURCHASE AGREEMENT, hereinafter called "Amendment Agreement", entered into on this 22nd day of December Two Thousand and Twenty One

Between

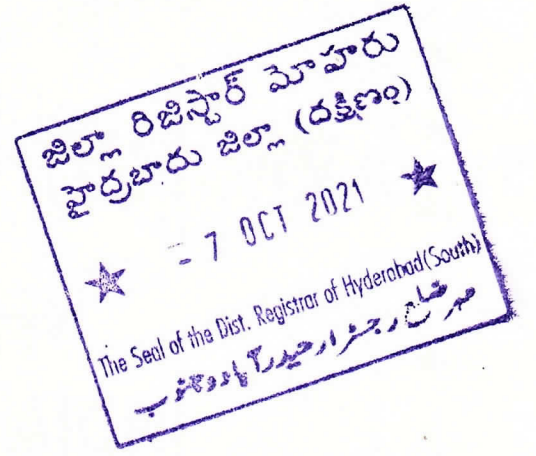
1. Southern Power Distribution Company of TELANGANA Limited, (Erstwhile APCPDCL constituted under the sub-section (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted as per provisions of AP Re-Organisation Act, 2014,

[Signature]
Chief Engineer
Coal & Commercial
TSGENCO, V.S., Hyderabad-52

[Signature]
**CHIEF GENERAL MANAGER
(IPC), TSSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500 063**

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having registered Corporate Office at H.No 6-1-50, Mint compound, Hyderabad 500063 (hereinafter referred to as "TSSPDCL") and Northern Power Distribution Company of TELANGANA Limited, (Erstwhile APNPDCL constituted under the sub-section (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted as per the provisions of AP Re-Organisation Act, 2014, having registered office at H.No.2-5-31/2, Corporate Office Vidyut Bhavan, Nakkalagutta, Hanamkonda, Warangal – 506001 ("TSNPDCL"); (hereinafter each of TSSPDCL, TSNPDCL are, as the context may require, individually referred to as "TSDISCOM" and collectively referred to as the "TSDISCOMs" which expression shall, unless it be repugnant to the context or meaning thereof include its successors and assigns), as parties of the first part, and

- 2 TELANGANA STATE POWER GENERATION CORPORATION LIMITED, (Erstwhile APGENCO constituted under the sub-section (6) of section 23 of Andhra Pradesh Electricity Reform Act, 1998) constituted under Companies Act, 2013 on 19th May 2014 and as per the provision of AP Re-Organisation Act, 2014, and commenced its operations from 02.06.2014 having its registered office at Vidyuth Soudha, Hyderabad – 500082 (hereinafter called "TSGENCO") which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns, as party of the second part and will be submitted to Hon'ble TSERC for record.
- 3 Whereas, the Original Power Purchase Agreement (PPA) dated 11th March 2020 was entered between the aforesaid parties for purchase of all the declared capacity and Energy by TSDISCOMs from the Yadadri thermal Power Station Stage (5X800MW) at Veerlapalem (Village), Damaracherla (Mandal), Nalgonda (District in the State of TELANGANA, INDIA), herein referred to as "YTPS", and generally referred to as "PROJECT". Whereas TSGENCO is a Generating Company wholly owned by the Government of TELANGANA STATE will establish YTPS and to be owned and operated by TSGENCO.
- 4 Whereas, the Hon'ble TSERC in the matter of Suo-Moto approval of PPA dated. 11th March 2020, under order dated. 06.08.2021 in O.P.No. 19 of 2021 accords the consent to the PPA subject to amendments in certain clauses and Articles of PPA and directed the TSDISCOMs to submit the PPA duly incorporating changes for the record of the Commission.
- 5 Whereas, upon execution of this Amendment Power Purchase Agreement, the Articles/Clauses relating to the evacuation of power from YTPS as provided in the original Power Purchase Agreement (PPA) dated 11th march 2020 entered between the aforesaid parties, are amended and restated as follows.


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Sl. No	Clause No.	Existing	Amendment (shall be read in place of existing clauses)
Article 1: Interpretation and Definitions			
1	1.27	Grid Code: Grid code means the Telangana State Electricity Regulatory Commission (State Grid Code) Regulations and any amendments made by TSERC there on or subsequent re-enactment thereof.	"Grid Code" means the Indian Electricity Grid Code specified by the Central Commission or the Telangana State Electricity Regulatory Commission (State Electricity Grid Code) Regulation, 2018 [Regulation No.4 of 2018] whichever is applicable as amended from time to time or subsequent re-enactment thereof;
Generation Tariff for TSGENCO Power Stations:			
Article 3: Generation Tariff			
2	3.2.4	Debt-equity ratio: For determination of Tariff, the debt-equity ratio shall be considered as 70:30 of the amount of capital cost provided that i. The equity actually deployed is less than 30% of the capital cost, actual equity shall be considered for determination of Tariff . ii. Where equity actually deployed is more than 30% of the capital cost, equity in excess of 30% shall be treated as notional loan of the Generating Entity.	Debt-equity ratio: For determination of Tariff, the debt-equity ratio shall be considered as per provisions of TSERC Regulation.
3.	3.2.5	Recovery of Fixed Charges: a) The fixed charges shall be computed on the annual basis based on norms specified in the Regulations and shall be recovered on monthly basis under capacity (fixed) charge. b) The fixed charge/capacity charge payable to a Thermal Generating Station for a calendar month shall be calculated in accordance with TSERC Regulations c) Full Capacity Charges shall be recoverable at Normative Annual Plant Availability Factor (NAPAF) of 85%. d) Recovery of Capacity Charges below the level of Normative Annual Plant Availability Factor (NAPAF) will be on a pro-rata basis.	Recovery of Fixed Charges: The fixed charges shall be computed on the annual basis based on norms specified in TSERC Regulation and shall be recovered on monthly basis as per TSERC Regulation.

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4	3.2.6	Renovation and Modernisation: Renovation and Modernisation works of any unit/station shall be carried out in accordance with the guidelines of TSERC Regulations. The R&M expenditure will be included in the Gross Fixed Assets of plant for the purpose of computation of fixed charges subject to approval by Hon'ble Commission.	Renovation and Modernisation: Renovation and Modernisation works shall be carried out in accordance with TSERC Regulation.
5	3.3	Variable Charges: For any billing month, the variable charges consist of cost of coal & oil. Landed cost of coal and oil shall include transit and handling charges (transportation by rail/road or any other means), royalty on coal, taxes, and duties as applicable. Energy charges shall be arrived after considering transit & windage losses. Variable charges shall be paid based on the computation as per the Annexure-III.	Variable Charges: For any billing month, the variable charges shall be determined as per TSERC Regulation.
6	3.5	Fuel Cost Adjustment (FCA): The FCA shall be made at the end of each quarter. The weighted average cost of coal for computation of variable charges shall be as illustrated in Annexure-V.	Fuel Cost Adjustment (FCA): The FCA shall be made as per TSERC Regulation.
7	3.6	Incentive: The Normative Annual Plant Load Factor for incentive shall be 85%. a) Computation of Incentive: Incentive shall be payable at a flat rate of 50 Paisa/Kwh for ex-bus scheduled generation in excess of ex-bus energy corresponding to scheduled generation in excess of ex-bus energy corresponding to Normative Annual Plant Load Factor (NAPLF).	Incentive: Incentive shall be as per TSERC Regulation.
8	3.12	Payment Mechanism: I a) The bills shall be presented to the designated officer of TSDISCOMs for payments. Payments by TSDISCOMs	Payment Mechanism: I Letter of Credit (LC) a) The bills shall be presented to the designated officer of TSDISCOMs for Payments. Payments by TSDISCOMs for

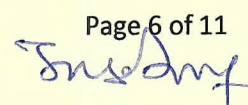
	<p>for the bills raised by TSGENCO shall be made within 60 days through Letter of Credit (LC).</p> <p>b) A revolving Letter of Credit (LC) to be opened in favour of TSGENCO to cover one-month receivable subject to review of value of bills each year on 1st April.</p> <p>c) LC shall be valid for the term of the PPA by Renewing/ Revalidating/ Opening New LC in place of existing LC.</p> <p>d) LC charges in relation to opening, operation and maintenance shall be to TSDISCOMs account.</p> <p>II</p> <p>a) In addition, TSDISCOMs shall open an Escrow account by entering Escrow Agreement with a Nationalized Bank (for the entire period of PPA) thirty days (30) prior to effective date, to cover one month receivables valid for the tenure of the PPA as a backup to the Letter of credit.</p> <p>b) TSDISCOMs shall cause all receipts of TSDISCOMs arising from Sale of Power (Both LT & HT) to be deposited in Escrow account aggregating to an amount not less than the L.C. amount.</p> <p>c) Such instruction shall be irrevocable during the term of this agreement. TSDISCOMs shall not act in any manner as may negatively affect the inflow of the revenues into this account and shall take such steps as may be necessary to assure the flow of the specified level of revenues in such account during the term of this agreement.</p> <p>d) In the event of TSDISCOMs failure to pay any sums due to TSGENCO on the due date of payment through the Letter of Credit or otherwise, when any sum is due to the TSGENCO, or in case of non-renewal of the letter of credit, the TSGENCO by notice in writing to the bank holding the Escrow account, may require such bank not to honor</p>	<p>the bills raised by TSGENCO shall be made within 60 days through Letter of Credit (LC).</p> <p>b) A revolving Letter of Credit (LC) to be opened in favour of TSGENCO to cover one-month receivables, subject to review of value of bills each year on 1st April.</p> <p>c) LC shall be valid for the term of the PPA by Renewing/ Revalidating/Opening New LC in place of existing LC.</p> <p>d) LC charges in relation to opening, operation and maintenance shall be to TSDISCOMs account.</p> <p>II Escrow Account</p> <p>a) In addition, TSDISCOMs shall open an Escrow account by entering Escrow Agreement with a Nationalized Bank (for the entire period of PPA) thirty days (30) prior to effective date, to cover one month receivables valid for the tenure of the PPA as a backup to the Letter of credit.</p> <p>b) TSDISCOMs shall cause all receipts of TSDISCOMs arising from Sale of Power (Both LT & HT) to be deposited in Escrow account aggregating to an amount not less than the L.C. amount.</p> <p>c) Such instruction shall be irrevocable during the term of this agreement. TSDISCOMs shall not act in any manner as may negatively affect the inflow of the revenues into this account and shall take such steps as may be necessary to assure the flow of the specified level of revenues in such account during the term of this agreement.</p> <p>d) In the event of TSDISCOMs failure to pay any sums due to TSGENCO on the due date of payment through the Letter of Credit or otherwise, when any sum is due to TSGENCO, or in case of non-renewal of the letter of credit, TSGENCO by notice in writing to the bank holding the Escrow account, may require such bank not to honor any of Cheques, hundies and requisition presented to it by or on behalf</p>
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		any of Cheques, hundies and requisition presented to it by or on behalf of TSDISCOMs or any other drawls on the account until after the claim of TSGENCO is first discharged. e) This arrangement shall continue parallelly with LC for the entire period of the Power Purchase Agreement.	of TSDISCOMs or any other drawls on the account until after the claim of TSGENCO is first discharged. e) This arrangement shall continue parallelly with LC for the entire period of the Power Purchase Agreement.
9	3.13	Rebate: For payment of bills of generation Tariff and charges within 7 days of presentation of bills, through Letter of Credit or through NEFT/RTGS, a rebate of 2% on billed amount, excluding taxes, cess, duties etc., shall be allowed.	Rebate: Any rebate on the bills shall be as per TSERC Regulation.
10	3.14	Delayed Payment Charges: In case the payment of bills of generation Tariff and charges by TSDISCOMs is delayed beyond a period of 60 Days from the date of billing, a delayed payment charge at the rate of 1.25% per month on the billed amount shall be levied for the period of delay by TSGENCO notwithstanding anything to the contrary as may have been stipulated in the agreement or arrangement with the TSDISCOMs. Such delayed payment charge and interest on delayed payment earned by the Generating Entity shall not be considered under its Non-Tariff Income.	Delayed Payment Charges: Delayed Payment Charges and its treatment shall be as per the provisions of TSERC Regulation.
11	3.15	Income Tax: It shall be payable as per TSERC 1 Of 2019 Regulations and subsequent amendments there on.	Income Tax: Tax liability on TSGENCO shall be allowed as per the provisions of TSERC Regulation.

Articles

Sl. No	Article No	Existing	Amendment (shall be read in place of existing clauses)
12	8	Arbitration All differences or disputes between the parties arising out of or in connection with this agreement shall be endeavored to be	Arbitration All differences or disputes between the parties arising out of or in connection with this agreement shall be endeavored to be settled




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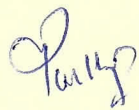
		settled amicably through negotiation between Heads of the organisations or their authorized representatives failing which shall be settled through arbitration as provided herein. In the event of any such differences or disputes between the parties, any party may by a written notice of 30 days to the other party request Telangana State Electricity Regulatory Commission (TSERC) to settle such disputes.	amicably through negotiation between Heads of the organizations or their authorised representatives failing which shall be settled through arbitration as provided herein. In the event of any such differences or disputes between the parties, any party may by a written notice of 30 days to the other party request Telangana State Electricity Regulatory Commission (TSERC) to settle such disputes; "The same shall be dealt as per the provisions of the Electricity Act, 2003."
13	10	Notice All notices required or referred 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 to the other party if delivered or served by registered post/speed post or by any other mode with an acknowledgement in terms of Article 5.	Notice All notices required or referred 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 to the other party if delivered or served by registered post/speed post or by any other mode with an acknowledgement in terms of Article 5. Provided further that the parties are not precluded from issuing a notice by a special messenger or any mode of information technology platform. In case usage of information technology platform, a simple post copy confirmation be sent by certified posting.
14	11.1	Assignment TSGENCO acknowledges and accepts that TSDISCOMs shall (with the consent of TSGENCO) be entitled to assign all its rights, duties, obligations and responsibilities under this agreement to any other successor entities, either wholly or partly and to one or more of them and in such manner as may be agreed to between TSDISCOMs and the said successor entities with the approval of TSERC and after due service of written notice of the proposed assignment to TSGENCO. Upon such assignment taking place, the corresponding rights, obligations and interests of TSDISCOMs shall in connection with this agreement or incidental thereto devolve on the	Assignment TSGENCO acknowledges and accepts that TSDISCOMs shall (with the consent of TSGENCO) be entitled to assign all its rights, duties, obligations and responsibilities under this agreement to any other successor entities, either wholly or partly and to one or more of them and in such manner as may be agreed to between TSDISCOMs and the said successor entities with the approval of TSERC and after due service of written notice of the proposed assignment to TSGENCO. Upon such assignment taking place, the corresponding rights, obligations and interest of TSDISCOMs shall in connection with this agreement or incidental thereto devolve on the successor entities: Provided that TSDISCOMs shall continue to be

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		<p>successor entities.</p> <p>Provided that TSDISCOMs shall continue to be responsible for all obligations outstanding prior to the date of assignment, until these are fully discharged by the successor entities.</p> <p>Provided that at a subsequent date, the successor entities refuses to accept any rights/obligations /liabilities as not devolving on them, these will automatically revert to TSDISCOMs, who shall discharge their obligations in respect of such rights, obligations and liabilities without any demur.</p>	<p>responsible for all obligations outstanding prior to the date of assignment, until these are fully discharged by the successor entities:</p> <p>Provided that at a subsequent date, the successor entities refuses to accept any rights/obligations/liabilities as not devolving on them, these will automatically revert to TSDISCOMs, who shall discharge their obligations in respect of such rights, obligations and liabilities without any demur:</p> <p>Provided further that, in the event of the successor assignees refuses to perform any or all obligations that have devolved on them pursuant any scheme of sale/ transfer of any of the parties, then the subsisting parties to the agreement may bring such situation to the notice of the TSERC and TSERC will be required to pass any appropriate orders requiring compliance by any other authority including but not limited to government.</p>
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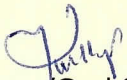


Whereas, the Amendment PPA, thus forms an integral part of the original PPA dated 11th March 2020. The rest of the other provisions in the original PPA would remain unchanged.

In witness whereof the parties have signed this Amendment Agreement on the day, month and year first written above.


For and on behalf of

TELANGANA STATE POWER GENERATION
CORPORATION LIMITED


Chief Engineer/Coal & Commercial
TSGENCO
Coal & Commercial
TSGENCO, V.S. Hyderabad-52

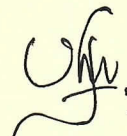
For and on behalf of

TSDISCOMS


CHIEF GENERAL MANAGER
CGM (IPC)
TSSPDCL (IPC), TSSPDCL,
Corporate Office, 6-1-50,
Mint Compound, Hyd-500 063


T. MADHUSUDHAN
CGM (IPC & RAC)
TSNPDCL
Chief General Manager
IPC & RAC TSNPDCL,
Warangal.


In the presence of

1.  22-12-21

2. Naras
DEI Comm'l

In the presence of

1.  SE/IPC/TSPE

2. 
GM/IPC & RAC/TSNPDCL

Annexures			
Sl. No	Annexure No.	Existing	Amendment (shall be read in place of existing)
15	III	<p>Computation of Variable Charges</p> <p>Total Energy charge payable to the Generating Entity for a month shall be } = (Energy charge rate in Rs. /kWh) X {Scheduled energy (ex-bus) for the month in kWh.}</p> <p><i>Note: Net Electrical Energy (Ex-bus) for the month in kWh will be considered in the place of Scheduled energy (ex-bus) till the implementation of DSM Regulations.</i></p> <p>For coal based stations</p> <p>$ECR = \{(GSHR - SFC \times CVSF) \times LPPF / CVPF + SFC \times LPSFi + LC \times LPL\} \times 100 / (100 - AUX))$</p> <p>Where,</p> <p>AUX = Normative Auxiliary Energy Consumption in percentage</p> <p>CVPF = Weighted Average Gross calorific Value of coal as received, in kCal per kg for coal based stations</p> <p>CVSF = Calorific value of secondary fuel, in kCal per ml.</p> <p>ECR = Energy charge rate, in Rupees per kWh sent out.</p> <p>GSHR = Gross Station Heat Rate, in kCal per kWh.</p> <p>LC = Normative limestone consumption in kg per kWh.</p> <p>LPL = Weighted average landed price of limestone in Rupees per kg.</p> <p>LPPF = Weighted average landed price of primary fuel, in Rupees per kg, per litre or per standard cubic meter, as applicable, during the month. (In case of blending of fuel from different sources, the weighted average landed price of primary fuel shall be arrived in proportion to blending ratio)</p> <p>SFC = Normative Specific fuel oil consumption, in ml per kWh.</p> <p>LPSFi = Weighted Average Landed Price of Secondary Fuel in Rs./ml during the month</p> <p>The monthly Variable Charge to be shown in the Monthly Thermal energy Bill will be the aggregate of the Variable Charge calculated i.e.,</p> <p>Monthly Variable Charge in Thermal Tariff Bill= ECR * E</p> <p>Where:</p> <p>ECR = Energy charge rate in Rs. /kWh calculated pursuant to this article</p> <p>E = Net Electrical Energy in kWh delivered at the Interconnecting point</p>	Deleted

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16	V	<p>Computation of Delivered Cost of Coal-Thermal Plants</p> <ol style="list-style-type: none"> Weight of Coal: The weight of coal received for the Thermal Power Station for the purpose of calculating weighted average delivered cost of coal will be the weight of coal supplied by the supplier reduced by the quantity lost in transit, windage & shrinkage etc. This loss shall be 0.8%. Cost of Coal: Total cost of coal delivered at each Thermal Power Station shall constitute the price paid to the coal supplier, all incidental duties and taxes paid to the State or Central Government and the cost of actual transportation including coal related cost. However, TSGENCO will take all possible steps to minimize the transportation cost of coal. Weighted Average Cost of Coal: The weighted average cost of coal for computation of variable charges shall be arrived based on landed cost of coal during the month and cost of coal available in ground stock as illustrated below: Example: Opening Stock at the project = 100 Metric Tonne Cost of coal (Ground stock) = Rs. 920 per Metric Tonne Coal supplied during the month = 100 Metric Tonne Landed cost of coal supplied (including coal related cost) = Rs. 93780 Quantity lost during transportation } = 0.8% Metric Tonne Windage & shrinkage } (@ Normative loss of 0.8 %) Quantity received during the month = 100 MT- 0.8 MT = 99.2 Metric Tonne Weighted average cost of coal = (Cost of coal received during the month + cost of coal at ground stock) <hr/> (Quantity of coal received during the month + Quantity of ground stock coal) = (93780 + 100 X 920)/ (99.2+100) = 932.63 Rs/ Metric Tonne. 	Deleted.
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