

SHORT TERM POWER SUPPLY AGREEMENT

This SHORT TERM POWER SUPPLY AGREEMENT entered into this -----
-----day of -----2009 between / -----, TAMILNADU
ELECTRICITY BOARD a state Transmission utility and a License under the
Electricity Act, 2003 rep by its Superintending Engineer/ ----- Distribution
circle having office at ----- hereinafter referred to as "TNEB" which expression
shall include its successors and assigns.

AND

M/s. _____, HTSC No. _____
Located at _____

(Here in after to as "consumer" which expression shall include its successors
, legal representatives and assigns).

Where as the consumer has approached the TNEB for supply of power during
peak hours / other hours / both peak and other hours in order to over come the
restriction and control measures at a rate and on the terms and conditions as
determined by the TNERC.

AND WHEREAS TNEB has agreed to supply the power as requested by the consumer at the rate and in the terms and conditions as determined by the TNERC.

NOW THESE PRESENTS WITNESSTH AND THE PARTIES HERE TO AGREE AS FOLLOWS:

Definitions:

i) '**HT Consumer**' shall mean the HT consumer of TNEB who opt for availing additional power at a rate comprising **Reliability Charge**.

ii) '**Additional Power**' shall mean the power purchased additionally by TNEB and scheduled in terms of energy in units and demand in KVA to HT consumer apart from other power purchased under thirty party / CPP power/ wind power to be used along with the TNEB quota within their base demand during peak hour/other hours/both peak hour & other hours as per the procedure stipulated by TNERC in the suo-moto proceeding order 1/2009 dt:28.10.2009 issued for fix up quota (strike out which ever period the consumer don't want additional power).

iii) '**Reliability Charge**' shall mean the tariff to be collected from the HT consumer under cost sharing basis at the actual rate based on actual cost incurred towards the purchase of additional power over and above their existing applicable tariff up to the maximum of Rs. 7/-KWHr for their additional requirement. (TNEB shall schedule this additional quantum of power in energy units and demand (KVA) as per their request subject to the availability of the purchased power).

1. Quantum of Power:

_____ KVA demand and _____ units scheduled during the evening peak hours i.e. for the four hours from 18.00 to 22.00 Hrs

in a day other hours \both peak hours & other hours as per the request of the HT consumer (strike out which ever is not applicable).

2. Period

The period of availing this additional supply of power by the HT consumer is valid from the commencement date of the supply of power up to 31.05.2010.

3. Pricing:

The Reliability charge shall be collected from the HT consumers over and above the applicable existing HT Tariff (energy charges and Demand charges) at the rate based on the actual cost incurred towards the purchase of the additional power.

4. Payment:

The SE/Distribution Circle Concerned shall include the **Reliability charge** in the monthly CC bills for collecting the above charge and the E.tax and the same shall be paid on the due date of the CC bill. The Belated Payment Surcharge will be collected for non payment within the due date as per the supply code. Interest will be charged for the monthly bill amount for the peak hour consumption for the average period of 15 days at SBI PLR.

5. Energy Accounting:

The HT consumer shall avail the scheduled power on first charge basis apart from other power purchased from third party / CPP / Wind energy along with the TNEB quota up to the Base Demand of the HT consumer. (The calculation for energy / demand is annexed)

6. Obligations of the consumer/TNEB

- (i) The quantum of energy requested by the HT consumer at an additional Reliability charge shall be provisionally fixed for the entire period. However the revision in the above quantum (if any) shall be reviewed on monthly basis.
- (ii) The HT consumer shall consume the power requested shall avail the power as scheduled accordingly by TNEB on first charge basis.
- (iii) The HT consumer shall be relaxed from 20% power cut (ie up to base demand / energy) and also for peak hour restriction to the extent of the quantum the HT consumer has purchased subject to the availability of power and shall be permitted to draw the purchased power during the evening peak hours ie. from 18.00 Hrs to 22.00 Hrs or other hours or both based on the agreement signed.
- (iv) If the HT consumer consumes less power than the power intended to avail in a particular month, the HT consumer shall make payment for the entire quantum as allotted by TNEB as per the request of the HT consumer during that month.
- (v) If there is any constraint in transmission corridor and the power is curtailed to the HT consumer due to curtailment by SRLDC/ NRLDC (or) if only a lesser quantum of power is made available to TNEB then the available power shall be scheduled on pro-rata basis to the HT consumer.
- (vi) Irrespective of the above purchase of additional power, two hours scheduled load shedding will be continued to all the HT consumers.

7. Force Majeure:

Due to force majeure circumstances and events, if power is not available, the HT consumer shall coordinate with TNEB in maintaining the grid security.

Any event or circumstance, or combination of events including

- a). Explosions accidents, breakage of facilities, plant or equipment, structural collapse, chemical or radioactive contamination (other than resulting from an act of war, terrorist or sabotage) caused by a party not being the affected

- party or one of its contractors or sub contractors or any of their respective employees or agents not being due to inherent defects of the affected facility or the failure to operate the affected facility:
- b). Lighting, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, fire or other natural disaster
 - c). Epidemic or plague.
 - d). Act of god.
 - e) .Any act of war , sabotage ,terrorision or act of public energy ,gril disturbance.

8. Redressal

The agreement shall be constructed and take effect in accordance with the laws applicable in the state of Tamilnadu . In case of any dispute(s) or difference(s) between the parties, it shall be mutually settled by referring such disputes or difference(s) to the respective Chief Engineer / Distribution Region concerned .

In witness where of Thiru..... Superintending Engineer/.....EDC acting for and on behalf of and by the acts and direction of Tamil Nadu Electricity Board and Thiru acting for and in behalf of here signed this agreement on the day ,month and year first here before mentioned.

In presence of

WITNESSES:

- 1.
- 2.