



KERALA STATE ELECTRICITY BOARD LIMITED

Incorporated under the Companies Act, 1956

Corporate identity Number: U40100KL2011SGC027424

Regd Office: Vidyuthi Bhavanam, Pattom, Thiruvananthapuram – 695004

Phone (O) +91 471 2514617, 2514317, 2514650

E-mail: trac@kseb.in, web: www.kseb.in

ABSTRACT

Enhancement of contract demand from 600kVA to 1000kVA for supply of power at KINFRA Mega Food Park, Kanjikode, Palakkad - Initialing of supplementary Power Purchase Agreement -Sanction accorded – Orders issued.

CORPORATE OFFICE (Commercial & Tariff)

B.O(FTD) No.750 /2022(KSEB/TRAC/AE2/Mega Food Park/22-23) dated, Tvpmm 02.09.2022

- Read: 1. Connection Agreement No.01/2018-19 dated 13.11.2018
2. Power Purchase Agreement dated 26-04-2019
3. Supplementary Power Purchase Agreement dated 25-02-2022
4. Letter No KINESCO/KSEBL/KMFP/2022-23/080 dated 25.07.2022 of M/s KPUPL
5. Note No. KSEB/TRAC/AE2/Mega Food Park/22-23 dt 22-08-2022 of the Chief Engineer(Commercial & Tariff) to the Full Time Directors(Agenda No.82/8/22)

ORDER

M/s Kinesco Power and Utilities Private Limited (KPUPL) is a distribution licensee supplying power at 4 licence areas located at Kakkanad, Kalamassery and 2 areas in Palakkad.

M/s KPUPL had entered into a PPA on 26 -04-2019 for purchase of power for 300kVA at 22kV for the KINFRA Mega Food Park, Palakkad on obtaining license from KSERC for supply of power at that area. Later the contract demand was enhanced to 600kVA. Amendment to the PPA dated 26-04-2019 was executed for the enhanced contract demand on 25-02-2022 with validity upto 25.04.2024.

As per letter read as 4th above, KPUPL requested for enhancement of contract demand from 600kVA to 1000kVA at 22kV for KINFRA Mega Food Park, Palakkad. Connection agreement read as 1st above was executed with Chief Engineer (Distribution North) for 1000kVA.

As per the procedure, the draft supplementary PPA shall be initialed by KSEBL and KPUPL shall submit the same before KSERC for approval. Based on the initialed PPA by both the parties, the change in contract demand can be implemented and billing can be started from the date of initialing the draft supplementary PPA in anticipation of the approval by

The article 3.6 and the article 8.6 of the PPA dated 26-04-2019 mentions about average power factor to be maintained and power factor charges. The power factor charges has been revised by KSERC vide tariff order dated 25.06.2022. Therefore, the revised power factor incentive / disincentive charges are also included in the supplementary agreement.

The Chief Engineer (Commercial and Tariff) as per note read as 5th above recommended to enhance the contract demand and to initial the draft supplementary PPA for submission before KSERC for approval.

Having considered the note of the Chief Engineer (Commercial and Tariff), the Full Time Directors in its meeting held on 26-08-2022 resolved to accord sanction to enhance the contract demand of M/s KPUPL at KINFRA Mega Food Park, Palakkad to 1000kVA from 600kVA.

Further resolved to approve the draft supplementary PPA to the PPA dated 26-04-2019 for enhanced contract demand of 1000kVA at 22kV for supply of power at KINFRA Mega Food Park, Palakkad attached as annexure for initialling on behalf of KSEBL and KPUPL.

Further resolved to request KPUPL to seek approval of KSERC for the same.

Further resolved to authorize Chief Engineer (Commercial & Tariff) to initial the draft supplementary PPA on behalf of KSEBL.

Orders are issued accordingly

By Order of Full Time Directors

Sd/-

Lekha G

Company Secretary

To

1. The Chief Engineer (Commercial & Tariff).
2. The Special Officer Revenue

Copy to:

The Financial Advisor/ Deputy Chief Engineer (Commercial & TRAC)/ The Chief Internal Auditor/ TA to (CMD)/ PA to Director (Finance & HRM)/ TA to Director (Distribution, SCM & IT)/ TA to Director(GC)/ TA to Director(T, SO, Planning & Safety)/TA to Director(GE)/ TA to Director(R,S,S&W)/CA to Company Secretary/ Sr.CA to Secretary (Administration)/ CA to IGP (CVO, KSEBL)/ Chief PRO/ FCS/ Library.

Forwarded by order



Assistant Engineer

Annexure to B.O(FTD) No.750/2022(KSEB/TRAC/AE2/Mega Food Park/22-23) dt,Tvpm 02.9.22

**SUPPLEMENTARY POWER PURCHASE AGREEMENT TO THE POWER PURCHASE AGREEMENT
ENTERED ON 26.04.2019 BETWEEN KINESCO POWER AND UTILITIES PRIVATE LIMITED AND
KERALA STATE ELECTRICITY BOARD LIMITED**

THIS SUPPLEMENTARY POWER PURCHASE AGREEMENT (SPPA) entered into on this
day of, 2022 at Thiruvananthapuram

BETWEEN

the Chief Engineer (Commercial & Tariff) for and on behalf of the **KERALA STATE ELECTRICITY BOARD LIMITED**, (CIN No. U40100KL2011SGC027424), a deemed licensee and State Transmission Utility, as per the transfer scheme notified by Government of Kerala vide G.O (P) No. 46/ 2013/PD dated 31.10.2013 as per section 131 and 133 of Electricity Act 2003 and a company constituted under the Companies Act, 1956, having its head office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram (hereinafter referred to as "KSEBL" which expression shall wherever the context so admits or implies, be deemed to include its successors or assignees as well) as a party on the one part

AND

the Chief Executive Officer for and on behalf of the **M/s. KINESCO Power and Utilities Private Limited (KPUPL)**, a Joint Venture Company constituted under the Companies Act, 1956, having its registered office at KINFRA HOUSE, TC 31/2312, Sasthamangalam, Trivandrum – 695010 and having its head office at Room Nos 302-306, 2nd Floor, CFC Building, KINFRA Park Office, Kusumagiri P.O., Kakkanad, Kochi – 682030 (address for communication) (hereinafter referred to as "KPUPL" which expression shall wherever the context so admits or implies, be deemed to include its successors or assignees as well) as a party of the other part. Each of the parties of the first and second above is individually referred to as "Party" and collectively as the "Parties"

AND WHEREAS KPUPL is a distribution licensee having PPA with KSEBL for purchase of power for supplying power to 3 industrial parks in Kerala viz Kakkanad (18MVA), Kalamassery (1 MVA) and Palakkad (Kanjikode) (1MVA)

AND WHEREAS KSERC as per order dated 11.09.2018 in OP4/2018 has issued distribution license to KPUPL for an additional area of 72.42 acres of land at Kinfra Mega Food Park, Kanjikode, Palakkad to the existing 3 parcels of land by amending the order dated 30.11.2009 of KSERC.

AND WHEREAS KPUPL desires to meet the entire power requirements of the new licensed area at Kinfra Mega Food Park, Kanjikode, Palakkad from KSEBL.

AND WHEREAS, KPUPL had entered into a Power Purchase Agreement (PPA) with KSEB on **26.04.2019** for a contract demand of 300 kVA at **22 kV** for a period of five years from the date of signing of the agreement and signed connection agreement on 13.11.2018

AND WHEREAS, as per amendment dated **25.02.2022** to the Power Purchase Agreement dated 26.04.2019 the contract demand for Kinfra Mega Food Park, Palakkad was enhanced to 600kVA at 22kV

AND WHEREAS, KPUPL has requested for change in contract demand from 600kVA at 22 kV to 1000kVA at 22 kV and KSEB had agreed to enhancement of contract demand from 600kVA to **1000kVA** with effect from the date of initialing of PPA.

AND THEREFORE, this agreement is signed supplemental to the principal PPA executed on 26.04.2019 and its amendment dated 25.02.2022.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties to amend PPA dated 26.04.2019, its amendment dated 25.02.2022 as follows:

1. The Article 3.2 of the PPA dated 26-04-2019 is amended as ;

KSEBL shall supply to KPUPL at the point of supply at Kinfra Mega Food Park, Kanjikode, Palakkad and KPUPL shall take from KSEBL power up to a total quantity of **1000kVA at 22kV** at KINFRA Mega Food Park, for its own use and for the purpose of supply to the consumers within in the area of supply as provided in the license of distribution of electricity.

2. The Article 3.6 of the PPA dated 26-04-2019 shall be modified as

KPUPL agrees to maintain the average power factor of the intake electricity supply at each point of supply at not less than 0.95 lag by suitable power factor correction equipment's at its cost. Should the average power factor drop below 0.9 and so remain for a period of two consecutive months it must be brought to not less than 0.95 within a further period of six months by KPUPL, failing which without prejudice to the right of KSEBL to collect the extra charges and without prejudice to such other rights as having accrued to KSEBL or any other rights, the supply to KPUPL is liable to be discontinued after giving notice and opportunity of being heard and subject to the provisions of applicable regulations notified/to be notified by KSERC.

3. The Article 8.6 of the PPA dated 26-04-2019 shall be modified as

If the power factor drops below 0.95 lag, the following extra charge or charges for the entire reactive energy as determined by the commission shall be payable by KPUPL.

Below 0.95 lag and upto 0.90 lag - 0.50% of the energy charges for every reduction of 0.01 fall in power factor below 0.95 and upto 0.90.

Below 0.90 - 1% of the energy charge for every reduction of 0.01 fall in power factor from 0.90.

Or as notified by the Commission from time to time

The power factor incentive / disincentive shall be applicable as decided by KSERC in the prevailing tariff order and as amended from time to time.

4. In Schedule II, the 3rd row is amended as "Rate for supply shall be at the tariff approved by the Commission from time to time."
5. In Schedule II, the 4th row is amended as "Maximum output required by KPUPL, Mega Food Park, Palakkad, is 1000kVA at 22kV"
6. All the terms and conditions specified in the Articles of the PPA entered by the parties on 26-04-2019 and its amendment dated 25-02-2022 shall hold good in respect of this SUPPLEMENTARY PPA executed for the purpose for change in contract demand from 600kVA at 22kV to 1000kVA at 22kV also, except for those specified herein above.

IN WITNESS thereof Shri, Jayaraj V, the Chief Engineer (Commercial & Tariff) for and on behalf of the Kerala State Electricity Board Limited and Shri., (Designation) for and on behalf of M/s.KPUPL have set their hands and seals on the first above written.

Signature of the
Chief Engineer (Commercial & Tariff)
KSEBL

Signature of the
Chief Executive Officer
KPUPL

Witnesses:

1.

2.

Witnesses:

1.

2.

