



Southern Power Distribution Company of Telangana Limited
 #6-1-50, Corporate Office, Mint Compound, Hyderabad 500 063
 Phone No.(040) 2343 1008, Fax Nos.(040) 2343 1395/1452,
 website www.tssouthernpower.com

From
 The Chief General Manager (IPC),
 TSSPDCL, Corporate Office,
 6-1-50, 1st Floor, Mint Compound,
 Hyderabad – 500 063.

To
 The Commission Secretary,
 TSERC, 5th Floor,
 Singareni Bhavan, Red Hills,
 Hyderabad.

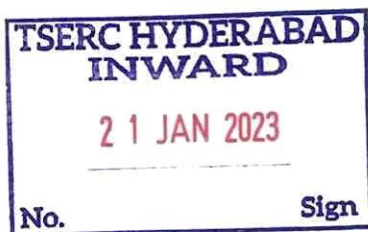
Lr No. CGM (IPC)/DE (IPC)/F.Ganapati Sugars/D. No. 1267/22, dated: 21.01.2023.
 Sir,

Sub: - TSSPDCL – IPC –Draft amendment to the PPA (entered between APTRANSCO & M/s. Ganapati Sugar Industries Limited dated 14.05.2002 and its amendment dated 30.06.2004) dated 31.12.2022 entered between TSSPDCL and M/s. Ganapati Sugar Industries Limited, a 15 MW Bagasse based power plant at Fasalwadi (V) in Sangareddy (M), Sangareddy District of erstwhile Medak District, Telangana – Consent of Commission – Requested - Reg.

It is to submit that TSSPDCL has entered a Draft amendment to the PPA (entered between APTRANSCO & M/s. Ganapati Sugar Industries Limited dated 14.05.2002 and its amendment dated 30.06.2004) dated 31.12.2022 entered between TSSPDCL and M/s. Ganapati Sugar Industries Limited for extension of PPA for further period of 5 years @ Rs.3.14/Kwh (incl. all Taxes and duties).

A copy of petition along with the “draft” Amendment to the Power Purchase Agreement is herewith submitted in 6 sets along with requisite fee of Rs. 25,000/- for placing before the Hon’ble Commission for its consent.

Encl: As above.



Yours faithfully,

Chief General Manager/IPC

Copy communicated to
 The Executive Director (Comml.), TSPCC, Vidyut Soudha, Hyderabad – 500 082.

**BEFORE THE HON'BLE TELANGANA ELECTRICITY REGULATORY COMMISSION
SINGARENI BHAVAN, RED HILLS, HYDERABAD**

Filing No. _____/2022
Case No. _____/2022
Miscellaneous Petition No. _____/2022

IN THE MATTER OF

Seeking consent u/s 62 (1) (a) & 86(1)(b) of the Electricity Act, 2003 and u/s 21 (4) of Telangana Electricity Reforms Act, 1998 for the draft Amendment dated 31.12.2022 to the Power Purchase Agreement(PPA) dated 14.05.2002 & its amendment dated 30.06.2004 between Transmission Corporation of Andhra Pradesh Limited & M/s. Ganapati Sugar Industries Limited for extension of duration of the PPA for a further period of five (5) years from 01.01.2023 to 31.12.2027.

IN THE MATTER OF

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

Rep. by its Chairman & Managing Director,
TSSPDCL, Corporate Office, Mint Compound, Hyderabad.

... PETITIONER

The Applicant respectfully submits as under: -

1. The present Petition is being filed by the Southern Power Distribution Company of Telangana Limited seeking consent u/s 62 (1) (a) & 86(1)(b) of the Electricity Act, 2003 and u/s 21 (4) of Telangana Electricity Reforms Act, 1998 for causing Amendment to the Power Purchase Agreement(PPA) dated 14.05.2002 & its amendment dated 30.06.2004 between Transmission Corporation of Andhra Pradesh Limited & M/s. Ganapati Sugar Industries Limited for extension of the duration for a further period of five (5) years from 01.01.2023 to 31.12.2027.
2. That the Power Purchase Agreement dated 14.05.2002 was entered between Transmission Corporation of Andhra Pradesh Limited & M/s. Ganapati Sugar Industries Limited for setting up the Non-conventional Energy Project i.e., the 15 MW capacity Bagasse based co-generation project at Kulubgoor/Fasalwadi Village, Sangareddy Mandal, Sangareddy District (erstwhile Medak District), Telangana State (Erstwhile

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

Andhra Pradesh) with a proposal to utilize 2.74 MW and 1.9 MW for captive consumption during season and offseason respectively and for 1.9 MW auxiliary consumption as detailed in Schedule 1 of the Agreement for sale to DISCOM for a period of 20 years from the COD, i.e., 01.01.2003 (Initially for a duration up to 30.06.2004 from the COD, subsequently it has substituted as for period of 20 years from COD by amendment dated 30.06.2004).

3. That as per Article 7 of PPA, the existing PPA may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties.


4. That M/s. Ganapati Sugar Industries Limited has requested for extension of duration of the PPA for a further period of five (5) years from 01.01.2023 to 31.12.2027. TSSPDCL having approved the request of M/s. Ganapati Sugar Industries Limited entered into a fresh renewed agreement vide draft amended/renewed agreement on 31.12.2022 with M/s. Ganapati Sugar Industries Limited extending the duration of the PPA for a further period of five (5) years from 01.01.2023 to 31.12.2027, subject to certain conditions which are incorporated in Article 1, 2, 4 and 7 and subject to the consent of the TSERC.

5. That the other terms and conditions of the original agreement (the Power Purchase Agreement (PPA) dated 14.05.2002 & its amendment dated 30.06.2004) shall remain unchanged except clause 1.4, 1.5 of the Article 1, 2.2 of the Article 2, 4.1 of the Article 4 along with incorporation of New provisions under Article 4 and the Article 7 of **PPA dated 14.05.2002** & its amendment dated 30.06.2004.

6. That M/s. Ganapati Sugar Industries Limited shall not be eligible for obtaining Renewable Energy Certificates (RECs) as per prevailing regulations issued by CERC and TSERC for energy generated from their project and supplied to TSSPDCL under the PPA.

7. That the TSERC mandated RPPO is submitted below :

FY	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Solar RPPO %	5.33	5.77	6.21	7.10	7.5	8	9	10	11
Non Solar RPPO %	0.67	0.73	0.79	0.90	1	1.25	1.5	1.75	2
Total	6.00	6.50	7.00	8.00	8.5	9.25	10.5	11.75	13


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

8. That the details of compliance of RPPO by TSSPDCL are submitted below :

Financial Year	Solar RPPO %		Non-Solar RPPO %		Total RPPO %	
	TSERC	TSSPDCL	TSERC	TSSPDCL	TSERC	TSSPDCL
2018-19	5.33	9.36	0.67	0.83	6	10.4
2019-20	5.77	9.96	0.73	0.67	6.5	10.53
2020-21	6.21	9.57	0.79	0.87	7	10.44
2021-22	7.1	8.55	0.9	1.08	8	9.63

9. As could be seen from the above table, TSSPDCL is not able to meet the RPPO targets fixed by TSERC and is only able to marginally meet the Non-Solar RPPO targets prescribed by TSERC from FY 2018-19 till FY 2021-22.

10. As such, in light of the higher RPPO targets fixed by this Hon'ble TSERC (Regulation No. 7 of 2022) and increasing load growth @ 8-9%, the present procurement of Non-Solar power helps TSSPDCL comply the same.


11. That the stated amendment agreement is enforceable from 01.01.2023, subject to obtaining consent of TSERC as per section 21 of Telangana Electricity Reform Act 1998 (Act No.30 of 1998), u/s 62 (1) (a) & 86(1)(b) of the Electricity Ac, 2003.

12. That this amendment to the Power Purchase Agreement (PPA) dated 14.05.2002 & its amendment dated 30.06.2004 is appended as **ANNEXURE** is agreed by both the parties and signed. The other clauses of Articles and Schedules of the Power Purchase Agreement dated dated 14.05.2002 & its amendment dated 30.06.2004 shall remain unaltered.

13. In view of the above, this Hon'ble Commission may be pleased to accord consent u/s 62 (1) (a) & 86(1)(b) of the Electricity Ac, 2003 and u/s 21 (4) of Telangana Electricity Reforms Act, 1998 to enter into fresh/renewed Agreement dated xx.12.2022 pursuant to the agreement to extend the period of duration of PPA by 5years i.e., up to 31.12.2027.

Place: Hyderabad

Date:


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

**BEFORE THE HON'BLE TELANGANA ELECTRICITY REGULATORY COMMISSION
SINGARENI BHAVAN, RED HILLS, HYDERABAD**

Filing No. _____/2022
Case No. _____/2022
Miscellaneous Petition No. _____/2022

IN THE MATTER OF

Seeking consent u/s 62 (1) (a) & 62(1)(b) of the Electricity Act, 2003 and u/s 21 (4) of Telangana Electricity Reforms Act, 1998 for the draft Amendment dated 31.12.2022 to the Power Purchase Agreement(PPA) dated 14.05.2002 & its amendment dated 30.06.2004 between Transmission Corporation of Andhra Pradesh Limited & M/s. Ganapati Sugar Industries Limited for extension of duration of the PPA for a further period of five (5) years from 01.01.2023 to 31.12.2027.

IN THE MATTER OF

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED

Rep.by its Chairman & Managing Director,
TSSPDCL, Corporate Office, Mint Compound, Hyderabad.

... PETITIONER

AFFIDAVIT OF APPLICANT VERIFYING THE ACCOMPANYING PETITION

I, P. Krishnaiah, S/o P. Ramulu, aged 59 years, Occupation: Chief General Manager (IPC), TSSPDCL, Hyderabad, R/o. Hyderabad do solemnly affirm and say as follows:

- 1) I am Chief General Manager (IPC)/TSSPDCL, I am competent and duly authorized by TSSPDCL to affirm, swear, execute and file this affidavit in the present proceedings.
- 2) I have read and understood the contents of the accompanying application drafted pursuant to my instructions. The statements made in the paragraphs of accompanying application now shown to me are true to my knowledge derived from the official records made available to me and are based on information and advice received which I believe to be true and correct.



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

VERIFICATION

The above named Deponent solemnly affirm at Hyderabad on this the ___ day of **January, 2023** that the contents of the above Affidavit are true to my knowledge no part of it is false and nothing material has been concealed there from.

Solemnly affirmed and signed before me.

AMENDMENT

*to the PPA dated 14.05.2002 & its amendment dated 30.06.2004 between
Transmission Corporation of Andhra Pradesh Limited & M/s. Ganpati Sugar
Industries Limited*

BETWEEN**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED****AND****M/s. GANPATI SUGAR INDUSTRIES LIMITED**

This Amended Agreement is made and executed on this **31st** day of **December**, 2022 between Southern Power Distribution Company Of Telangana Limited, a company incorporated by the Government of Telangana in accordance with the Telangana Electricity Reform Act 1998 (Act No.30 of 1998) under the provisions of The Companies Act, 1956 (1 of 1956) having registered office at 6-1-50, Mint Compound, Hyderabad - 500063, represented by its Chief General Manager (IPC) (hereinafter referred to individually, as 'TSSPDCL' or 'DISCOM', which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the first part.

AND

M/s. Ganpati Sugar Industries Limited, a company incorporated under The Companies Act, 1956 (1 of 1956) having registered office at 20-B, Abdul Hamid Street, Calcutta - 700 069, West Bengal, India represented by its Chief Financial Officer (hereinafter referred to as the 'Company', which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees) as party of the second part.


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

For Ganpati Sugar Industries Ltd.


AMRIT KUMAR CHAKRABORTY
Chief Financial Officer

2) WHEREAS Power Purchase Agreement dated 14.05.2002 was entered between Transmission Corporation of Andhra Pradesh Limited and M/s. Ganpati Sugar Industries Limited for setting up of Non-conventional Energy (Bagasse based Co-generation Project) of the capacity of 15 MW at Kulubgoor/Fasalwadi Village, Sangareddy Mandal, Sangareddy District (erstwhile Medak District) , Telangana State (erstwhile Andhra Pradesh) with a proposal to utilize 2.74 MW and 1.9 MW for captive consumption during season and offseason respectively and 1.9 MW for auxiliary consumption as detailed in Schedule 1 of the Agreement for sale to DISCOM initially for a duration up to 30.06.2004 from the COD which was later extended by amendment dated 30.06.2004 for a period of 20 years from the COD, i.e., 01.01.2003.


NOW by virtue of this amended agreement, amendment to **PPA dated 14.05.2002** & its amendment dated 30.06.2004 in the following manner is agreed to be amended which is detailed in the **APPENDIX: -**

Explanation-3 to Clause 1.4 of Article 1 is being added; Clause 1.5 of Article 1 is being deleted; Clause 2.2 of the Article 2 and Clause 4.1 of Article 4 is being amended; a new Clause i.e., 4.1(a) and 4.1(b) is being added to Article 4; and Article 7 is being amended.

The other clauses of Articles and Schedule(s) of the Power Purchase Agreement dated 14.05.2002 & its amendment dated 30.06.2004 shall remain unaltered.

for and behalf of

for and behalf

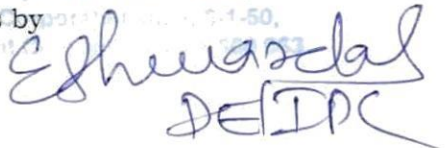

**SOUTHERN POWER DISTRIBUTION
 COMPANY OF TELANGANA LIMITED**


**M/s. GANPATI SUGAR
 INDUSTRIES LIMITED**

Witness by


Witness by

1.


 DE/IPC


AMIT KUMAR CHAKRABORTY
 Chief Financial Officer


2.


 (M. NARENDRER)
 ADE/IPC

1.


 (Ch. Shankar Rao)

2)


 (MD Liauddin)

Sl. No.	Article	Provision in force	Incorporated in/Substituted as
1	1.4	Delivered Energy	<p>“Delivered Energy” means with respect to any billing month, the Kilo Watt hours (KWh) of electrical energy generated by the project and delivered to the DISCOM at the interconnection point, as defined in clause 1.8 and as measured by the energy meters at the interconnection point during that billing month at the designated substation of TSTRANSCO or the DISCOM;</p> <p>Explanation 1: For removal of doubts, the delivered energy, excludes all energy consumed in the project, by the main plant and equipment, lighting and other loads of the project from the energy generated and as recorded by the energy meter at interconnection point.</p> <p>Explanation 2: The delivered energy in a billing month shall be limited to the energy calculated at 100% PLF of net exportable capacity that is after deducting capacities for</p>



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

For Ganpati Sugar Industries Ltd.



AMIT KUMAR CHAKRABORTY
Chief Financial Officer

			<p>auxiliary consumption and captive consumption from the installed capacity as mentioned in the schedule 1 of the agreement for sale to DISCOM, based on the contracted capacity (i.e., net exportable capacity) in KW multiplied with number of hours and fraction thereof, the project is in operation during that billing month. Whenever generation exceeds by net exportable capacity such energy delivered into the grid by the project above 100% PLF during such period will not be accounted for the purpose of payment.</p> <p>Explanation 3: The delivered energy shall be purchased by the DISCOM at a tariff stipulated in Article 2.2 of this agreement.</p> <p>If the Company is willing to avail power from TSSPDCL for their processing unit in the same premises during outages of their power plant, and desires to draw power from Grid for starting and maintenance purpose of the Generating station through the dedicated line intended</p>
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CHIEF GENERAL MANAGER
 (IPC), TSSPDCL,
 Corporate Office, S-1-50,
 Mint Compound, Hyd-500 063

For Ganpati Sugar Industries Ltd.

AMIT KUMAR CHAKRABORTY
 Chief Financial Officer


			for export of power, the following conditions will apply: i. The Company will have a separate H.T. Agreement and Contracted Maximum Demand with TSSPDCL. ii. The Gross energy and the Demand shall be billed by TSSPDCL as per the then tariff applicable to HT-II consumers.”
2	1.5	Due date of payment	To be deleted
3	2.2	The Company shall be paid the tariff for the energy delivered at the interconnection point for sale to APTRANSCO as applicable as on date of commercial operation subject to the reviews of the prices by the APERC from time to time. Notwithstanding these reviews there will be a special review of purchase price on completion of 10 years from the date of commissioning of the project, when the purchase price will be reworked on the basis of Return on Equity, O&M expenses and the variable cost.	The Company shall be paid the tariff for the Energy delivered at the interconnection point for sale to DISCOM at a fixed levelised tariff of Rs.3.14 per unit (inclusive of all taxes, duties & other levies) for the period of 5 years from 01.01.2023 to 31.12.2027. Any other additional claims for payment of MAT/IT, etc., would not be paid. The energy delivered shall be eligible for meeting the RPP0 by TSSPDCL.
4	4.1	The Company shall install Main meters of static type 0.2 class accuracy at the inter connection point and the APTRANSCO shall install check meters of static type at the same point and of the same accuracy. The Main meters and Check meters shall each consist of a pair of export and import meters with facility for recording meter readings using Meter Recording Instrument. For the purpose of uniformity, the Company shall fall metering specification as developed by APTRANSCO.	The company shall install main meters and check meter of static type 0.2s class accuracy having both ABT & trivector features and online data transfer facility (V-SAT) at the interconnection point and the company shall also install standby meter of static type at the same point and of the same accuracy. The connected metering CTs and PTs shall be of 0.2s and 0.2 class of accuracy respectively as


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AMIT KUMAR CHAKRABORTY
 Chief Financial Officer

			per the norms specified in the T.O.O. (CE-Construction-2) Ms.No.488, dated 17.03.2012, metering code by CEA or norms of TSERC and any changes made applicable from time to time. The main meters, check meters and standby meter shall each consist of a pair of export and import parameters with facility for recording meter readings using Meter Recording Instrument and configured with ToD software compatible to TSTRANSCO EBC data base. For the purpose of uniformity the company shall follow metering specification as developed by DISCOM.
5		New provision (Under Article 4)	The company shall install communication system involving latest technology on information in the project and at the designated sub-station at the cost of the company, to establish contact with the sub-station to which it is interconnected for co-ordination of the project operation. The regular maintenance of technologies on information is to be carried out by the company at its cost.
6		New provision (Under Article 4)	The company has to establish protection system, online data scheme, its allied equipment to conform with grid code from time to time. Also, the protection system shall conform with the


 CHIEF GENERAL MANAGER
 (IPC), TSC, DCL,
 Corporate Office, G-1-50,
 Mint Compound, Hyd-500 063

For Ganpati Sugar Industries Ltd.


 AMIT KUMAR CHAKRABORTY
 Chief Financial Officer

			TSTRANSCO/DISCOM norms.
7	ARTICLE 7	This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force from the commercial operation date (COD), i.e., from 01.01.2003 and until the twentieth (20 th) anniversary i.e., for a period of 20 years from the commercial operation date(COD). This Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period of 20 years, subject to the consent of APERC. Any and all incentives/conditions envisaged in the Articles of this Agreement are subject to modification from time to time as per the directions of APERC.	This Agreement shall be effective upon its execution and delivery thereof between parties hereto and shall continue in force for a further period of five (5) years from 01.01.2023 to 31.12.2027 and this Agreement may be renewed for such further period of time and on such terms and conditions as may be mutually agreed upon by the parties, 90 days prior to the expiry of the said period, subject to the approval / consent of TSERC for further renewal / extension.



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

For Ganpati Sugar Industries Ltd.


AMIT KUMAR CHAKRABORTY
Chief Financial Officer