

TENDER SPECIFICATION

For

Procurement of Energy for PUNJAB

on

Short Term Basis

By

PUNJAB STATE POWER CORPORATION LTD.

This Document Contains:

1. NIT
2. General Terms and Conditions
3. BIDDERS COMPANY DATA (Annexure-A)
4. PERFORMA FOR PRICE BID (Annexure-B)
5. SCHEDULE OF DEVIATIONS (Annexure-C)

(Specification No : PPR-3/2015)

**Chief Engineer /PP&R,
D-3, Shakti Vihar,
PSPCL, Patiala-147001**

**Ph. No. 0175- 2300534
Fax No. 0175- 2308698 / 2200872**

Mobile:

**Chief Engineer / PP&R: 096461-21888
Dy. Chief Engineer / PR: 096461-23323**

e-mail:

**ce-ppr@pspcl.in
se-pr-ppr@pspcl.in**

CONTENTS

1. NOTICE INVITING TENDER	Page 2-3
2. GENERAL TERMS AND CONDITIONS	Page 4-14
3. BIDDERS COMPANY DATA (Annexure-A)	Page 15
4. PERFORMA FOR PRICE BID (Annexure-B)	Page 16
5. SCHEDULE OF DEVIATIONS (Annexure-C)	Page 17

NOTE:- It outlines the terms and conditions subject to which Punjab State Power Corporation Ltd. (PSPCL) is inviting offers for procurement of energy and provides the template of bid and the details as to the information to be provided by the Bidder while submitting the bids. It also briefly outlines the process that will be followed by PSPCL for evaluation of the bids.



PUNJAB STATE POWER CORPORATION LIMITED

(Regd. Office: PSEB Head Office, The Mall Patiala. Website: www.pspcl.in)

OFFICE OF CHIEF ENGINEER/ PP&R,

D-3, Shakti Vihar, PATIALA -147001

Tele Fax: 0175-2200872 email: ce-ppr@pspcpl.in

Corporate Identification Number (CIN): U40109PB2010SGC033813 Registration Number: 33813

**NOTICE INVITING TENDER FOR SHORT TERM PURCHASE OF ENERGY
TENDER SPECIFICATION NO. PPR 3/2015**

PSPCL invites tender under three part bid system for supply of electrical energy from interstate/intrastate sources viz. Generators, Traders having valid Inter State Trading License issued by CERC for interstate trading of energy, intrastate trading license issued by PSERC for intrastate trading of energy, State Electricity Boards, State Electricity Utilities, States, IPPs & CPPs as per table given below:

Period	Duration (Hrs)	Quantum in MW at NR Periphery
10 th June to 30 th June 2015	00:00-24:00	1400
1 st July to 31 st July 2015	00:00-24:00	1600
1 st Aug to 31 st Aug 2015	00:00-24:00	950

1.	Venue	O/O Dy. CE/PR, Building No. T-1A, Thermal Design Office complex, Shakti Vihar, PSPCL, Patiala-147001
2.	Last Date and Time for Bid Submission	11.30 Hrs of 21.5.2015
3.	Date and time of opening of tender documents	12.00 Hrs of 21.5.2015
4.	Date and time of opening of Price Bid	14.00 Hrs of 21.5.2015
5.	Requisite Earnest money Deposit (in the shape of Demand Draft in favour of PSPCL, payable at Patiala)	Rs. 50,00,000/- (Rs. Fifty lacs only)
6.	Cost of Specification (in the shape of Demand Draft in favour of PSPCL, payable at Patiala)	Rs. 5,000/- (Apart from EMD).

Note: -

1. PSPCL reserves the right to increase / decrease the quantum mentioned in the above table as per its requirement before placing the LOA/LOI to the successful bidders. The minimum quantum offered by any bidder should not be less than 20 MW (and for minimum of 10 days), otherwise their offer shall be rejected.

2. In case, date of opening happens to be a holiday, then the date of submission and opening of tenders will automatically get shifted to the next working day, but the scheduled timings will remain the same.
3. The prospective bidders are requested to be extra cautious in filling their bids and to get in touch with this office in case of any difficulty. Once the bids are opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder shall be entertained.
4. Tender specifications can be downloaded from PSPCL website i.e. <https://pspcl.in>. Expression of Interest (EOI). All bids must be accompanied by Cost of Specification and 'Earnest Money Deposit' at the rates prescribed in the tender documents. Bids received without Cost of Specification & Earnest Money and Seller's LOI shall be rejected.
5. Blacklisted and debarred firms by any government owned utility shall not be eligible for participation in the tender.
6. PSPCL reserves the right to reject any or all bids or to accept any bid in full or in part, as may be advantageous to PSPCL, without assigning any reason what so ever.

Dy. Chief Engineer/PR
PSPCL, Patiala

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF ENERGY

1. INTRODUCTION

PSPCL is soliciting bids for supply of energy from Inter State/intra state Generators, Traders having interstate trading license issued by CERC or Intra State sources through traders having intrastate trading license issued by PSERC, State Electricity Boards, State Electricity Utilities, States, and IPPs & CPPs to enable PSPCL to meet demand/requirement of power in the state of Punjab during the period 10.06.2015 to 31.08.2015.

2. TERMS & CONDITIONS FOR SUPPLY OF ENERGY:

Interested parties are requested to submit bids for the following:

Period	Duration (Hrs)	Quantum in MW at NR Periphery
10 th June to 30 th June 2015	00:00-24:00	1400
1 st July to 31 st July 2015	00:00-24:00	1600
1 st Aug to 31 st Aug 2015	00:00-24:00	950

Note: - Offers from traders duly accompanied by LOI of the respective source(s) will only be considered.

Bidder can bid only Round-the-Clock quantum, as per the format annexed to this specification, subject to the terms and conditions as provided in subsequent paras.

3. TRADING LICENSE

The Traders submitting bids should have a valid license from the Central Electricity Regulatory Commission (CERC)/Punjab State Electricity Regulatory Commission (PSERC) for Inter-State/Intra-State trading of Electricity. The trader is also required to submit the photocopy of the same along with the bid.

4. BID QUANTITIES:

The Bidders shall indicate the capacity (MW) and quantum (MUs), which he is ready to supply at delivery point. The bidder is required to bid for a minimum of 20 (Twenty) MW and for a minimum period of 10 (Ten) days otherwise his bid will be rejected. Bidder is required to quote a fixed quantum not less than 20 MW from each source for each period mentioned above..

5. Sources:

The bidder shall provide the details of source(s) of supply i.e. whether the energy will be supplied from a specific generating source or portfolio of sources (subject to the condition that PSPCL shall be liable to pay the fee for only one application/ single source). The bidder shall specify the transmission path that will be used and further whether the bidder has transmission rights or other transmission mechanism in place or not.

6. PRICE:

The Bidder shall quote the price (Rs. / Kwh) at which he is prepared to deliver the energy at the delivery point. The price should be on the following basis:

- a) The delivery point shall be the **Punjab Periphery** only i.e. the point of interconnection between CTU network of NR and Punjab State Transmission System. If the power supplier is located in the State of Punjab then the delivery point shall be the interconnection point of supplier terminal with STU terminal of Punjab.
- b) The rate of offered power (in Rs/kwh) should be quoted at the delivery point (i.e. Punjab Periphery) and shall be inclusive of all taxes, duties, cess etc. imposed by Central Govt. / State Govt./ Local Bodies as applicable on the date of opening of tender enquiry and should be limited to 3 (three) decimal points. The Price/rate quoted should be on **FIRM** basis only and there shall be no change during the contractual period. The source of supply of power and trading margin is also required to be mentioned separately.
- c) Successful bidder(s) shall be applying for the short term open access booking as per the latest open access Regulations / Guidelines in vogue. The successful bidder(s) shall be responsible for the delivery of power at Punjab periphery.
- d) PSPCL will in no way be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the Regional Energy Accounts (REAs) of the Northern regional power committee as per the latest open access regulations applicable.
- e) Bidder shall only offer Round-the-Clock (0000-2400hrs) powers to PSPCL and their rates.
- f) The transmission charges (Injection and Withdrawal charges), transmission losses (Injection and Withdrawal losses), RLDC charges, application/ concurrence charges or any other charges covered under Open Access

Regulations notified by Central Electricity Regulatory Commission (CERC) and the procedure for Open Access stipulated by the Central Transmission Utility (CTU) (as amended up to date) for supply of energy up to the delivery point shall be included in the sale price i.e. all the transmission charges, transmission losses, load dispatch center charges, application/ concurrence charges or any other charges for purchase of energy up to the delivery point shall be borne by Seller/bidder, if applicable.

- g) If the offer is conditional, PSPCL reserves the right to accept or reject the same without assigning any reason.

7. OPEN ACCESS:

7.1 Booking of Transmission Corridors

The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC. He shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for short-term open access customers (Inclusive of all the amendments till date).

The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.

The successful bidder(s) shall have to book the transmission corridor after making advance payment in full to the Nodal RLDC. The open access booking charges as payable by PSPCL shall be reimbursed to the successful bidder(s) within 7 days of the receipt of the bill raised by bidder(s) if any.

7.2 REFUNDS TOWARDS OPEN ACCESS CHARGES IN CASE PSPCL / SELLER DOES NOT SCHEDULE POWER TO THE EXTENT OF 100% OF BOOKED OA CORRIDOR

In case PSPCL surrenders the already booked Open Access corridor, PSPCL shall bear the Open Access Charges, to be deducted by NRLDC for such surrender of booked corridor as per the prevailing open access regulations.

In case if the transmission corridor booked on advance reservation basis, is surrendered/cancelled by the trader / seller, then all the transmission charges will be borne by Trader/Seller.

8 BILLING AND PAYMENT PROCEDURE FOR ENERGY SUPPLIED:

8.1 Energy Charges

For the energy supplies made during the month, the successful bidder(s) will raise weekly bills. For the purpose of the weekly bills, each month shall be divided into four parts, starting from 00:00 hrs of 1st, 9th, 16th and 24th day of the month to 24:00 hrs of 8th, 15th, 23rd and last day of the month respectively. The relevant bill shall be raised based on the provisional weekly energy data (based on the NRLDC data) certified by the successful bidder(s) for the energy delivered at the delivery point. After receipt of the Provisional / Final REA for the previous month issued by Northern Regional Power Committee, the final bill shall be raised by the successful bidder(s). In the final bill the adjustment will be made towards the difference in the actual bill on the basis of REA issued by NRPC for the previous month minus provisional bills issued for the month. The adjustment will also be made towards the rebate already made. This bill shall indicate the energy (as per REA), rate, the total amount due as per this Agreement, rebate for prompt payment and adjustment if any, for the previous period. Accordingly a No Dues Certificate will be issued by the successful bidder(s) to PSPCL within a month of issue of final REA (for contractual Period) for final adjustment, so as to enable PSPCL to refund the EMD deposited by the successful bidder(s) as Performance Guarantee.

In case, energy indicated in REA is more than the schedules approved by Nodal RLDC, then the amount payable will be as per approved schedules for the month.

Note: In case the break-up of different energies (for different tariff) is not available in the implemented schedule and/or REA, the energy shall be divided proportionally on the basis of day ahead schedule issued by successful bidder(s) (on the basis of delivery schedule issued by PSPCL (Buyer)), which is fully concurred by buyer & seller and implemented by RLDC.

8.2 PAYMENT

PSPCL shall make all payments (open access charges as well as energy charges) within 7 days from the receipt of Fax bill (excluding the day of receipt of bill) from successful bidder. The bill must be faxed on any working day before 15:00 hrs otherwise the date of receipt of bill will be considered as the next working day. However, hard copies of the bill in triplicate shall invariably be sent to PSPCL through courier. In case the seventh day is a holiday, the next working day would be the due day for the payment.

8.3 REBATE ON BILLED AMOUNT

Successful bidder(s) shall allow 2 % rebate on the billed amount of energy charges including trading margin, if PSPCL makes payment of the bill through Cheque payable at Patiala or through RTGS by due day of payment as per provision of Clause 8.2 (No rebate shall be applicable on payment of open access charges). In case the payment is made through Cheque, the same shall be collected by the bidder or its authorized representative from the office of Dy.CE/ISB, Building No. T-1A, Thermal Design Office complex, Shakti Vihar, PSPCL, Patiala on due date. A surcharge of 15 % per annum shall be applied on all payments outstanding after 30 days from due date of payment. Rebate will be allowed only if PSPCL pays the full amount of the Bill. Thereafter surcharge shall be calculated on day-to-day basis for each day of delay.

8.4 PAYMENT SECURITY MECHANISM

PSPCL shall provide, as Payment Security Mechanism, a weekly revolving letter of credit equivalent to 15 days of billing. All charges in this regard shall be borne by PSPCL. The LC shall be operated only in case PSPCL fails to make payment by Due date.

Note: No deviation to the clause 8.2, 8.3 & 8.4 shall be acceptable in case, the bidder offers any deviation to the above referred Clauses, its bid is liable to be rejected.

9 SCHEDULING PROCEDURE:

The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s) as per provisions of IEGC and framework of ABT and decisions of RLDC and REB.

10 COMPENSATION FOR DEFAULT IN SCHEDULING.

In case PSPCL / Successful bidder(s) fail to schedule 90% of the monthly quantum at Northern Region (NR) periphery as approved by NRLDC as per the PSPCL's LOI/LOA accepted by bidder(s) / agreement executed, PSPCL / Successful bidder(s) shall pay an amount @ Rs. 1.00 (One Rupee) per Kwh for the difference in the quantum between monthly quantum at NR periphery of energy actually scheduled (as per REA issued by NRPC) and 90% of the monthly quantum approved by NRLDC as per the PSPCL's LOI/LOA accepted by bidder(s) / agreement executed. (Traders claiming no trading Margin in case of compensation bills shall be preferred).

The above provision shall be applicable on quantities of supplies below 90% on monthly energy terms. No compensation is applicable for quantities of supplies up to 90 % on monthly energy basis.

Note: - One way compensation clause for Non-scheduling of power will not be accepted.

11 TERM OF SUPPLY

The term of supply will be for a minimum 10 days or more. The term of supply can be revised / extended on mutual consent.

12 SUBMISSION OF BIDS

All the Tender documents required to be submitted in triplicate shall be submitted in three different envelopes (Information outside envelope should be written clearly indicating the Tender enquiry no., date of opening of tender) as mentioned below:-

The tenders shall be submitted in three parts i.e. Part-I, Part-II & Part-III.

(a) **Part-I: Earnest Money and Cost of Specifications:** The first part will, consist of earnest money deposit i.e. Rs. 50, 00,000 (Rs. Fifty lacs only) along with the cost of Specifications i.e. Rs. 5,000 (Rs. Five thousand only) in the form of demand draft/pay order separately in favour of PSPCL, payable at Patiala.

(b) **Part-II: Technical/Commercial Bids:** The second part will consist of:

(i) Copy of valid inter-state/intra-state Energy Trading License issued by CERC/PSERC to deal in inter-state/intra-state trading of energy. (In case of bid by trader).

(ii) LOI (**Letter of Intent**) of Seller(s).

(iii) Deviations, if any, from these General terms and conditions and provisions of Power Purchase Agreement, as per Annexure C.

(iv) Certificate that the firm has not been blacklisted/ debarred from business dealing by a government owned utility.

(v) Complete details of any suit pending against/filed by Bidder in CERC / SERC / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.

(c) **Part-III Price Bids:** Price bid for supply of energy to PSPCL as per Annexure B.

Note: If the bidder fails to provide the Letter of Intent (LOI) of seller(s), its bid is likely to be rejected by PSPCL.

All pages of the tender documents shall be signed in full at the lower right hand corner with ink only by the bidder or any person holding Power of Attorney authorizing him to sign on behalf of the bidder (Copy of Power of Attorney to be enclosed). All the Annexure from A to C shall be dully filled and signed.

The following procedure will be adopted for opening of tenders:

Firstly the envelopes containing the Demand Drafts towards Cost of Specifications and EMD will be opened. If the above referred Demand drafts against Cost of specification and the EMDs are found to be as per the requirement of the specifications, only then Part-II of the tender shall be opened. The bids without Cost of Specifications and/or earnest money deposit shall be outrightly rejected.

After opening Part-II (technical/commercial) of the bids, the same will be evaluated technically & commercially by PSPCL. The third part of the bids (Price bid) shall be opened in case of only those firms whose part-II of the bids after evaluation is found to be conforming to the requirements of the specifications.

The bids will be opened in the presence of the representatives of the qualifying bidders who choose to attend.

All the bidders should submit their tenders complete in all respects. Bidder may submit any additional information/documents, which he feels is relevant to this tender. However, PSPCL reserves the right to accept or reject this information at its sole discretion.

13 EARNEST MONEY DEPOSIT (EMD):

The bidder shall be required to submit EMD of **Rs. 50,00,000/-** (Rupees Fifty Lacs only) in the form of demand draft **in favour of PSPCL, Patiala, payable at Patiala.**

The EMD shall be refunded to the unsuccessful bidders within 30 days of the placement of order on successful bidder(s). EMD of the successful bidder shall be converted to **performance guarantee**. No interest shall be paid on the EMD amount. This Performance Guarantee shall be released within 30 days of the No Dues Certificate issued by the successful bidder(s) to PSPCL.

If the successful bidder(s) withdraws his offer within validity period or fails to implement the agreement with PSPCL, the PSPCL shall have the right to encash / forfeit the EMD given by the Successful Bidder(s).

14 FORCE MAJEURE

None of the parties herein shall be liable to each other on account of failure or delay, which is caused by an event of "Force Majeure", defined as follows:

During the pendency of the Contract / Order, if the performance in whole /part by either party or any obligation there under is prevented / delayed by causes arising out of any war, hostility, civil commotion, acts of the public enemy, Sabotage, fire, floods, explosions, epidemics or non-availability of Government controlled raw-material under order/Instructions of Central/State Government regulations, strikes, lockouts, embargo, acts of Civil/Military authorities or any other causes beyond their reasonable control, neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 30 days from the date of the occurrence.

2. Events of Force Majeure shall include the following:

- a. Fire, chemical or radioactive contamination, earthquakes, lightning, flood, drought, plague, epidemic, other natural calamities and acts of God resulting in the supply of power under this agreement being disrupted;
- b. Explosion, accident, breakage of transmission facilities transmitting power, Grid failure;
- c. Acts of war, invasion, riots, blockade, public disorder, civil commotion / unrest, civil riots, and sabotage making the performance of obligations herein impossible;
- d. None or part availability of open access, congestion/curtailment of transmission corridor.

Note: - Occurrence of Force Majeure conditions must be intimated immediately on their occurrence and in no case later than 24 Hrs from the time of occurrence.

15 VALIDITY OF BID

The bid/offer should be valid for at least **30 days** from the date of opening and any withdrawal or modification of the offer thereafter shall not be permitted.

16 PREFERENCE TO UNCONDITIONAL OFFER

PSPCL reserves the right to give preference to the unconditional bid submitted at the first instance.

17 RESPONSE DATE AND DATE OF OPENING:

Bids complete in all respects must be submitted by 11.30 hrs on 21.5.2015 in the O/O Dy. CE/PR, Building No.T-1A, Thermal Design Office complex, Shakti Vihar, PSPCL, Patiala-147001. The date and time for opening of the Part-I & Part-II of the tender will be 12.00 hrs on 21.05.2015 and Price bid shall be opened on 14.00 hrs on 21.05.2015 in the presence of the representatives of those Bidders, who wish to be present during the tender opening. In case, above date happens to be a holiday, then the date of submission and opening of bids will automatically get shifted to the next working day, but the scheduled timings will remain the same.

18 ISSUE OF LETTER OF AWARD (LOA) /LETTER OF INTENT (LOI)

PSPCL shall issue a LOA/LOI to the successful bidder(s) as soon tender is decided. The bidder shall be required to convey its acceptance of the same within two days through fax/e-mail.

19 POWER PURCHASE AGREEMENT:

The successful bidder (s) shall have to enter into a power purchase agreement within 15 (fifteen) days from the date of LOA or confirmation of Letter of Intent by the bidder.

20 ADDITIONAL INFORMATION:

All the information shall be comprehensive as far as possible to help PSPCL in properly assessing the capability of the bidder. PSPCL reserves the right to obtain additional information from the bidders including, but not limited to, affiliated entities and joint ventures of the bidders, bidder's financial strength, litigation and penalties, as PSPCL may deem necessary to evaluate the bidder(s) and the bids.

21 BID PREPARATION COST

The bidder shall be responsible for all the costs associated with the preparation of its bid and participation in the negotiation process. PSPCL will not be responsible or in any way liable for such costs regardless of the conduct or outcome of this process.

22 INCOMPLETE / AMBIGUOUS BIDS

PSPCL reserves the right to reject any bid which is incomplete or ambiguous with respect to the information required to be submitted as per this tender document.

23 LANGUAGE OF DOCUMENTS

All information and documents submitted must be in English language.

24 JURISDICTION

All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at Patiala only.

25 DISCLAIMER AND PSPCL RIGHTS:

This NIT shall not be construed as an offer and PSPCL is not bound to purchase energy from any bidder pursuant to this NIT. PSPCL reserves the right to modify or withdraw from the process initiated by it. PSPCL reserves the right to reject any or all bids, or any portion of a specific bid for any reason. PSPCL reserves the right to enter into PPA with one or more of the bidders. PSPCL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.

PSPCL reserves the right to cancel the order as a whole or in part at any time or in the event of default on the part of the trader.

Telegraphic / Telex / faxed bids shall not be accepted.

DY.CE/PR
PSPCL, Patiala

BIDDER'S COMPANY DATA:

- a) Name of the firm:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Mobile No:-
- g) Fax Number:
- h) Inter/Intra state Trading license (copy to be enclosed)
 - i. Category of License (in case of traders only)
 - ii. Validity
- i) Whether LOI of each Source Submitted (Copy to be enclosed)
- j) Details of litigation and penalties if any:
- k) Other Information, if any.

Signature of the Authorized Representative.

PRICE BID

Period	Source	Transmission Route	Duration	MW at NR Periphery	Delivery point	Rate including trading margin (Rs per Kwh) at delivery point.	Trader Margin (Rs per Kwh)
			RTC		Punjab		
			RTC		Punjab		
			RTC		Punjab		

Note: - Rates at delivery point includes trader margin and Open access charges up to Punjab Periphery.

Signature of the Authorized Representative.

Name: _____

Designation: _____

SCHEDULE OF DEVIATIONS

(To be filled by bidder)

Sr. no	Clause no of specification	Deviations

We hereby certify that the above mentioned are the only deviations from Purchaser's aforesaid specifications and general conditions. Except for the above deviations in General terms and Conditions of Specification No PPR 3/ 2015 all other terms and provisions are hereby accepted

Signature of Authorized Signatory

Dated.

Name: _____

Designation: _____