

TENDER SPECIFICATION**For****Procurement of NRSE Power for PUNJAB****By****PUNJAB STATE POWER CORPORATION LTD.****This Document Contains:**

1. NIT
2. General Terms and Conditions

(Specification No : PPR 08/2014)**Chief Engineer /Power Purchase & Regulation,
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This complete document consists of the following;

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It outlines the terms and conditions subject to which Punjab State Power Corporation Ltd. ("PSPCL") is inviting offers for procurement of NRSE 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.

Office of CHIEF ENGINEER /PP&R
D-3 Shed, SHAKTI VIHAR, PSPCL, PATIALA 147001
NOTICE INVITING TENDER FOR SHORT TERM PURCHASE OF ENERGY FROM NEW &
RENEWABLE SOURCES OF ENERGY (NRSE) PROJECTS LOCATED OUTSIDE PUNJAB
TENDER SPECIFICATION NO. PPR 08/2014

PSPCL invites sealed tenders in the prescribed format for supply of energy from NRSE Projects from interstate sources (outside State of Punjab) i.e. from traders having valid Inter State Trading License issued by CERC for interstate trading of energy, State Electricity Utilities, States, Generators, IPPs & CPPs as per table given below:

Period	Source of energy	Quantum in MU at Punjab Periphery
1 st November 2014 to 31 st March 2015	Non-Solar	700

Note: - only sources situated outside state of Punjab shall be considered.

1.	Last date and time of downloading of tender document	27.10.2014 at 10.00 AM
2.	Last date and time of submission of tender document	27.10.2014 at 12.00 noon
3.	Date and time of opening of tender document	27.10.2014 at 12.30 PM
4.	Earnest money Deposit (in case of demand draft, draft should be in favour of AO/ISB, PSPCL, Patiala)	Rs. 10,00,000/- (Rs. Ten lakh) in the form of PSPCL cash receipt or Demand Draft or pay order or through RTGS.*
5	Cost of Specification (Demand Draft in favour of AO/ISB, PSPCL, Patiala)	Rs. 5,000/- (should be separate).

* PSPCL RTGS account no. =55124744511

The tender (containing envelopes for EMD and Bid) shall be accepted only if the cost of specification i.e. *Rs. 5000/- (Rs. Five Thousand only) is submitted in this office before/ at the time of submitting the tender.

In case, above date 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 time will remain the same.

Tender received without Earnest Money and Seller's LOI / certificate of state nodal agency regarding NRSE Power offered shall be rejected. The representative(s) of bidder present at the time of opening of the bid should be fully authorized for any clarification at the time of opening, if required.

The prospective bidders are requested to be extra cautions in filling the tender and to get in touch with this office in case of any difficulty. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.

PSPCL reserves the right to reject any or all tenders or to accept any tender in full or part as may be considered advantageous to PSPCL, without assigning any reason what so ever.

E-mail /Telex/faxed bids shall not be accepted.

Tender specifications can be downloaded from PSPCL web site www.pspcl.in.

Dy. CE/IPC,
for CE/PP&R,

PSPCL, Patiala .

**GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF Energy
From NRSE Projects**

1. INTRODUCTION

PSPCL is soliciting bids for supply of energy from New & Renewable Sources of Energy (NRSE) Projects from Inter State Sources (outside Punjab) through Traders who have been given interstate energy trading license by the CERC, State Electricity Utilities, States, Generators, and IPPs & CPPs to enable PSPCL to meet Renewable Purchase Obligation for FY 2014-15 in the state of Punjab.

2. TERMS & CONDITIONS FOR SUPPLY OF ENERGY:

Interested parties are requested to submit their bids specifying quantum in MUs on monthly basis for the following:

Period	Source of energy	Quantum in MU at Punjab periphery*
1 st November 2014 to 31 st March 2015	Non-Solar	700

*Traders should specify corresponding MWs also.

Note: - Offers from traders carrying LOI of the respective source(s) will be considered.

Developers/Traders can submit bid for supply of solar & non-solar power on monthly basis at Punjab periphery (Delivery point) taking into account all the charges/losses including open access, injection plus drawl losses/ charges, transmission losses etc. NRSE power source shall be duly certified by the nodal agency of State of origin for NRSE Power.

Bidder can bid for supply of NRSE power 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 CERC for inter State trading of Electricity. The trader shall also attach a photocopy of the same along with the bid.

4. BID QUANTITIES:

The Bidders shall indicate quantum (MUs) at Punjab periphery which he is ready to supply to PSPCL.

5. PRICE:

The Bidder shall quote the price (Rs./ Kwh) at which he is prepared to deliver the energy at the delivery point (Punjab Periphery). Rates of NRSE Power fixed by PSERC for Punjab for FY *2014-15 shall be taken into account while processing the tenders.

The price should be on the following basis:

- a) The prices shall be **firm** throughout the contractual period.
- b) The delivery point shall be clearly specified.
- c) Successful bidder(s) shall be applying for the short term open access booking as per the latest open access 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 except for the charges of energy delivered at delivery point on the basis of the Regional Energy Accounts (REAs) of the exporting region and the open access charges beyond delivery point as per the latest open access regulations applicable.
- e) The transmission charges, transmission losses, RLDC charges, application/ concurrence charges or any other charges covered in 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. The transmission charges, transmission losses, load dispatch center charges, application/ concurrence charges or any other charges for purchase of energy beyond the delivery point shall be borne by PSPCL i.e, Punjab SLDC charges and Losses only if applicable.

6. OPEN ACCESS:

6.1 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) as applicable for NRSE Power.

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.

6.2 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 fails to schedule the power to the extent of 100% of the booked Open Access corridor, PSPCL shall bear the Open Access Charges up to delivery point proportionate to the extent of shortfall of the booked Open Access Corridor. Similarly, in case Seller fails to schedule the power to the extent of 100% of the booked Open Access corridor, he shall bear the Open Access Charges up to Punjab State Periphery proportionate to the extent of shortfall of the booked Open Access Corridor. It is further added that the refund of these charges shall be independent of compensation clause.

The extent of cancellation of booked Open Access advance Scheduling shall be treated as non-availability w. r. t. initially booked corridor and cost of such cancellation shall be to the account of the party seeking cancellation.

7. BILLING AND PAYMENT PROCEDURE FOR ENERGY SUPPLIED:

7.1 Energy Charges.

For the energy supplies made during the month, the successful bidder(s) will be raising bills on monthly basis. The relevant bill shall be raised based on the provisional monthly energy data (based on the provisional REA issued by Nodal Agency). After receipt of the Final REA for the previous month issued by exporting 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 exporting RPC for the previous month minus provisional bill 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 March-2014

for final adjustment, so as to enable PSPCL to refund the EMD deposited by the successful bidder(s) as Performance Guarantee.

7.2 PAYMENT

PSPCL shall make all payments (open access and 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 17:00 hrs otherwise the day of receipt of bill will be considered as next working day. However, hard copies of the bill in triplicate shall invariably be sent to the PSPCL through courier. In case the seventh day is a holiday, the next working day would be the **due day for the payment**.

7.3 REBATE ON BILLED AMOUNT

Success full 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.(No rebate shall be applicable on payment of open access charges). Cheque shall be collected by the bidder or its authorized representative from the office of SE/ISB, T-1, Thermal (D) Sheds, Shakti Vihar, PSPCL, Patiala, on due date. A surcharge of 15 % per annum shall be applied on all payments outstanding after 30 days from receipt of invoice from successful bidder. 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.

7.4 PAYMENT SECURITY MECHANISM

PSPCL shall provide, as payment Security Mechanism, a weekly revolving letter of credit equivalent to 18 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.

8 SCHEDULING PROCEDURE:

The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s) as per provisions of IEGC, 2010 and its upto date amendments for NRSE power.

9 COMPENSATION FOR DEFAULT IN SCHEDULING.

In case Successful bidder(s) fails to schedule 100% of the MUs offered at Punjab Periphery by the trader as per the PSPCL's LOI accepted by bidder(s) / agreement executed, Successful bidder(s) shall pay @ forbearance price of RECs for non-solar energy, for the difference in contracted energy and energy scheduled (as per REA issued by exporting RPC). Alternately, trader may supply RECs to PSPCL for balance quantum of energy from market by 31.03.2015.

10 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 will only be liable to pay application fee for one application/ single source). The bidder shall state the transmission path that will be used and whether the bidder has transmission rights or other transmission mechanism in place.

11 TENDER

The Tender should be submitted in Two Parts. The tenders shall be in triplicate, clearly mentioning original, first copy and second copy.

Part 'A' shall contain: -

- (a) Earnest Money Deposit (EMD) duly sealed in an envelope & Rs.5000 as cost of bid documents.

Part B shall contain:-

- (b) Copy of valid inter-state Energy Trading License issued by CERC to deal in inter-state trading of energy.(In case of bid by trader)
- (c) Brief proposal /offer for supply of energy to PSPCL as per Annexure B.
- (d) Deviations if any, as per Annexure C, from these General Terms and Conditions and provisions of Power Purchase Agreement.
- (e) LOI of Seller(s).
- (f) 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.
- (g) Certificate for being NRSE Power from the State Nodal Agency for NRSE power.

The aforesaid tender in two parts shall be submitted in separate sealed envelopes duly super- scribed as:-

Part 'A' – “Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated on the envelope itself.

Part 'B' — Tender specification Number should be indicated on the envelope

The above two envelopes duly sealed are to be kept again in one sealed envelope called the “Main Envelope”. This envelope should be super-scribed with “Tender for supply of electrical energy– Tender specification No PPR 08/2014 due date of opening 27.10.2014”.

Bidder may enclose and supply any additional information/documents, which he feels is relevant for this tender. However, PSPCL reserves the right to consider or reject this information at its sole discretion.

NOTE: Envelope containing EMD will be opened first, if it is in order, only then the second envelope will be opened.

12 EARNEST MONEY DEPOSIT (EMD):

The bidder shall be required to submit EMD for an amount of Rs. 10,00,000/- (Rupees Ten Lac only) in the form of cash Receipt/ Demand Draft / pay order in favour of AO/ISB, PSPCL, Patiala or through RTGS along with the tender.

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 paid within 15 days of the No Dues Certificate issued by the successful bidder (s) to PSPCL.

If the successful bidder(s) with draws 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).

13 . FORCE MAJEURE

None of the parties herein shall be liable to each other for failure or delay, which is caused by an event of “Force Majeure”

1) An event (mentioned in below clause) of “Force Majeure” shall mean any event or circumstance not within the reasonable control of the affected party, but only if such event or circumstance despite the exercise of reasonable diligence could not be prevented, avoided or removed and such event or circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement and the affected party

had taken all reasonable precautions, due care and measures in order to avoid the effect of such an event on the party's ability to perform its obligations.

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 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: - it is duty of the trader/seller (CPP/IPP) to take requisite permissions from the Nodal Agency of State of origin for the entire contractual period for which power will be sold to PSPCL before the submission of bid. Any restriction imposed by government authority i.e. Section 11 covered under Electricity Act-2003 for sale of Power (outside the state or to PSPCL) after the execution of Agreement shall be treated as non-availability of power as per the clause 9 and shall not be considered in Force Majeure.

14 VALIDITY OF BID

Bids shall remain valid and shall be irrevocable for a period of 30 days from the date of opening.

15 PREFERENCE TO UNCONDITIONAL OFFER

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

16 RESPONSE DATE AND DATE OF OPENING:

Bids complete in all respects must be submitted by 12.00 Noon on 27.10.2014 in the office of Chief Engineer /PP&R, D-3 Shed, Shakti Vihar , PSPCL, Patiala. The bids shall be opened on the same day at 12.30 PM in presence of the representatives of the Bidders. 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 times will remain the same.

17 SUBMISSION OF BIDS:

- i) 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)

- ii) The tender shall contain the name, residence and place of business of person or persons submitting the tender.
- iii) In the event of tender being submitted by other than a firm, it must be signed by a partner (copy of partnership deed should be enclosed) and in the event of absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.
- iv) Tender submitted on behalf of Companies registered with the Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the tender on behalf of the Company and shall be accompanied by certified true copies of the resolutions, extracts of Articles of Registration, Special or General Power of Attorney etc. to show clearly the title, authority and designation of persons signing the tender on behalf of the Company, copies of which shall also be enclosed with tender.
- v) All the Annexure from A to C shall be dully filled and signed.

18 ISSUE OF LETTER OF INTENT (LOI)

PSPCL shall issue LOI to the successful bidder(s) as soon as the decision on the bids is taken. The bidder shall have to convey acceptance of LOI with in two days through fax. **The successful bidder shall sign Power Purchase Agreement with in 15 days of acceptance of LOI.**

19 POWER PURCHASE AGREEMENT:

The successful bidder (s) has to enter into a power purchase agreement within fifteen days from the date of confirmation of award i.e. date of issue of LOI.

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 PREPRATION 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 vis a vis the information required to be submitted as per this 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 expressly reserves the right to modify or withdraw from the process initiated. 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.

-sd-

Dy. CE/IPC,
for CE/PP&R,
PSPCL, Patiala.

Annexure A

Energy offered against Specification No PPR 08 /2014

BIDDERS COMPANY DATA:

- a) Name:
- b) Name/ Mobile No. of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Details about the bidder (General/Technical/Financial Information for last three years supported by unabridged Annual Financial Statements, assets and liabilities statements and other financial statements duly certified.)
- h) Inter state Trading license (copy enclosed)
 - a. Category of License (incase of traders alone)
 - b. Validity
- i) Details of litigation and penalties

Signature of the authorized representative

Annexure B

i).Energy offered against Specification No PPR 08/2014 (Non-Solar)

	Nov, 2014 (Non-Solar Energy)	Dec-2014 (Non-Solar Energy)	Jan-2015 (Non-Solar Energy)	Feb-2015 (Non-Solar Energy)	March-2015 (Non -Solar Energy)
MUs per month					
MW per month					
Source of energy					
Transmission Route					
Delivery point					
Rate Rs/Kwh at delivery point.					
Rebate for timely payment.					

* **MUs of non-solar energy indicating fuel used i.e. bio-mass/ hydel / Co-Gen may be indicated.**

II)

- a. **Cost of energy at supplier's bus.**
- b. Open access charges.
- c. Trader margin
- d. Total

III)

(i) I hereby accept the General terms and Conditions of Specification No PPR 08/2014 on behalf of the Company and there are no deviations.

Or

(ii) I hereby accept the General terms and Conditions of Specification No PPR 08/2014 on behalf of the Company except the deviations which have been indicated in Annexure C attached.

Signature of the authorized representative

(alongwith seal of the firm)

Annexure C

Energy offered against Specification No PPR 08/2014

Schedule of Deviations from general terms and conditions

Sr. no	Clause no of specification	Deviations

Except for the above deviations in General terms and Conditions of Specification No PPR 08 /2014, all other terms and provisions are acceptable.

Signature of the authorized representative

AFFIDAVIT

(Purchase Of RECs)

I,M/s.....do hereby solemnly state and affirm as under:-

1. That the company M/s..... having offered NRSE Power to PSPCL against specification no. PPR-08 /2014 to supply MW/ MU Solar/ Biomass /Co-Gen / Hydro Power from..... Project in village.....Tehsil.....Distt.....
2. That the company has not availed/ applied for RECs from the notified agency/ against the offered power.
3. That the company will not avail /apply for RECs from the notified agency against the contracted power against Specification no. PPR08 /2014.
4. In case of any default by our company to the above we further agree to abide by the actions taken by PSPCL as deemed fit and PSPCL have full rights to recover the amount paid and damages as deemed fit as per terms of the PPA signed / to be signed with PSPCL.

Deponent

Verification:-

Verified that the contents stated above in this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:

Dated

Deponent.