

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 04/2014)

**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**

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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

NOTICE INVITING TENDER FOR SHORT TERM PURCHASE OF ENERGY
TENDER SPECIFICATION NO. PPR 04/2014

PSPCL invites tender under two 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
1 st Aug-2014 to 31 th Aug-2014	00:00-24:00	1400

1	Last date and time of downloading of tender document	10/07/2014 up to 10:00 AM
2	Last date and time of submission of tender document	10/07/2014 at 11:30 AM
3	Date and time of opening of tender document	10/07/2014 at 12:00 PM
4	Earnest money Deposit (in the form of demand draft in Favour of PSPCL, Patiala)	Rs. 50,000,00/- (Rupees Fifty Lac only)
5	Cost of Specification (in the form of demand draft in Favour of PSPCL, Patiala)	Rs. 5,000/- (Rupees Five Thousand only.)

PSPCL reserves the right to increase / decrease the quantum mentioned in the above table as per its requirement before placing the 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.

Bidder is required to quote fixed quantum from each source for each period mentioned above. In case, different quantum is offered, then Minimum offered quantum during the period will be considered.

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.

All tenders must be accompanied by Cost of Specification and Earnest Money Deposit at the rates prescribed in the tender documents. Tender received without Cost of Specification & Earnest Money and Seller's LOI shall be rejected.

The prospective bidders are requested to be extra cautious 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.

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

Dy. CE/PR
For CE/PP&R
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 licensee 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 1st Aug-2014 to 31st Aug-2014.

2. TERMS & CONDITIONS FOR SUPPLY OF ENERGY:

Interested parties are requested to submit bids for the following:

Period	Duration(Hrs)	Quantum in MW
1 st Aug-2014 to 31 th Aug-2014	00:00-24:00	1400

Note: - Offers from traders not accompanied by LOI of the respective source(s) will not 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 CERC/PSERC for inter State/intra 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 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 days otherwise his bid will be rejected. Bidder is required to quote fixed quantum from each source for each period mentioned above. In case, different quantum is offered, then Minimum offered quantum during the period will be considered.

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 will only be liable to pay application fee for one application/ single source). In case of portfolio of sources (i.e. Quantum offered from each source is less than 20 MW) then total quantum offered should not be less than 50 MW and billing to these sources shall be fortnightly i.e. on 16th of the month and 1st day of the next month. The bidder shall state the transmission path that will be used and whether the bidder has transmission rights or other transmission mechanism in place.

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 should be firm and there shall be no escalation during the contractual period. The source of supply of power and trading margin 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 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 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 be raising weekly bills on monthly basis. 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 subdivision of different energy (different tariff) is not available in the implemented schedule and/or REA, the energy shall be bifurcated 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 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.

8.3 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 Dy.CE/ISB, T-1 (A) Thermal 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 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.

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 approved by NRLDC as per the PSPCL's LOI accepted by bidder(s) / agreement executed, PSPCL / Successful bidder(s) shall pay @ Re. 1.00 (One Rupee) per Kwh for the difference in the quantum between monthly quantum 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 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 TENDER

The Tender should be submitted in Two Parts. The following procedure will be adopted for the opening of tenders.

- (a) **Part-I-Earnest Money**: The first part will, consist of earnest money deposit in the form of demand draft in favour of PSPCL, Patiala, payable at Patiala. "Earnest Money Deposit, Tender Specification No. and due date of opening should be indicated on the envelope itself.
- (b) **Part-II-Technical/Commercial and Price 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) Price bid for supply of energy to PSPCL as per Annexure B.
 - (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.

Note: - The Demand Draft against Cost of specification shall be submitted along with a & b above.

Firstly the envelopes containing the Demand Drafts towards Tender Document Cost and the EMD will be opened in the presence of the bidder's representatives who choose to be present at the prescribed time, date and address. If the Tender Document Cost and the EMD is found to be as per the requirement of the specifications, only then the tender i.e. Part-II shall be opened. The bids without Tender Document Cost and/or earnest money shall be out rightly rejected. The price bids will be opened in the presence of the representative of the qualifying bidders who choose to attend.

All the bidders should submit their tenders with all the annexure duly filled & complete in all respects. 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:** 1. Envelopes containing EMD and Cost of specification will be opened first, if they are in order, only then the second envelope will be opened.
2. Hard Copy of valid inter-state/intra-state Energy Trading License issued by CERC/PSERC to deal with inter-state/intra-state trading of energy (In case of bid by trader) as well as hard copy of LOI (Letter of Intent) of Seller(s) duly sealed in a single envelope may also be supplied at the time of submission of tender.

13 EARNEST MONEY DEPOSIT (EMD):

The bidder shall be required to submit EMD for an amount of **Rs. 50,00,000/-** (Rupees Fifty Lac only) in the form of demand draft in favour of PSPCL, Patiala, payable at Patiala 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 released within 30 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).

14 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 sub 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: - Occurrence of Force Majeure conditions must be intimated immediately on their occurrence but in no case later than 24 hrs.

15 VALIDITY OF BID

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

16 PREFERENCE TO UNCONDITIONAL OFFER

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

17 RESPONSE DATE AND DATE OF OPENING:

Bids complete in all respects must be submitted in duplicate by 11:30 AM on 10/07/2014 in the office of Chief Engineer / PP&R, D-3, Shakti Vihar, , PSPCL, Patiala. The bids shall be opened on the same day at 12:00 PM in 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 times will remain the same.

18 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.

19 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 convey acceptance of LOI with in two days through fax.

20 POWER PURCHASE AGREEMENT:

The successful bidder (s) has to enter into a power purchase agreement within 15 (fifteen) days from the date of confirmation of award i.e. date of issue of LOI.

21 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.

22 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 out come of this process.

23 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.

24 LANGUAGE OF DOCUMENTS

All information and documents submitted must be in English language.

25 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.

26 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. 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.

Chief Engineer/ PP&R
PSPCL, Patiala

BIDDERS COMPANY DATA:

- a) Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Inter/Intra state Trading license (Scanned copy enclosed)
 - i. Category of License (incase of traders alone)
 - ii. Validity
- h) LOI of each Source (Scanned Copy enclosed)
- i) Details of litigation and penalties
- j) Other Information, if any.

Signature of the Authorized Representative.

PRICE BID

Period	Source	Transmission Route	Duration	MW	Delivery point	Trader Margin (Rs per Kwh)	Rate including trading margin (Rs per Kwh) at delivery point.
1 st Aug-2014 to 31st Aug-2014			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 04/2014, all other terms and provisions are hereby accepted

Signature of Authorized Signatory

Dated.

Name: _____

Designation: _____