

പതിനാലാം കേരള നിയമസഭ

പത്തൊമ്പതാം സമ്മേളനം

നക്ഷത്രചിഹ്നമിടാത്ത ചോദ്യം നമ്പർ.2170

11/03/2020-ൽ മറുപടിക്ക്

സ്വകാര്യ സ്ഥാപനങ്ങളിൽ നിന്നും വൈദ്യുതി

	<u>ചോദ്യം</u>		<u>മറുപടി</u>
	<p align="center">ശ്രീ.പി.സി. ജോർജ്ജ്</p> <p>(എ) സംസ്ഥാന വൈദ്യുതി ബോർഡ് ഏതെങ്കിലും സ്വകാര്യ സ്ഥാപനങ്ങളിൽ നിന്നും വൈദ്യുതി വാങ്ങുന്നുണ്ടോ; ഉണ്ടെങ്കിൽ ഏതെല്ലാം സ്ഥാപനങ്ങളിൽ നിന്നാണ് വൈദ്യുതി വാങ്ങുന്നതെന്ന് വെളിപ്പെടുത്തുമോ;</p>		<p align="center">ശ്രീ. എം.എം.മണി (വൈദ്യുതി വകുപ്പു മന്ത്രി)</p> <p>(എ) സംസ്ഥാനത്തിന്റെ ഊർജ്ജ ഉപഭോഗത്തിന്റെ ഏകദേശം 30 ശതമാനം മാത്രമേ ആഭ്യന്തര ഉത്പാദനത്തിലൂടെ നിറവേറ്റാൻ സാധിക്കുന്നുള്ളൂ. ശേഷിച്ച ഉപഭോഗം കെ.എസ്.ഇ.ബോർഡ് ലിമിറ്റഡ് നിറവേറ്റുന്നത് കേന്ദ്രനിലയങ്ങളിൽ നിന്നും കണക്കാക്കിയിട്ടുള്ള വൈദ്യുതിയും, ദീർഘകാലകരാറുകളുടെ അടിസ്ഥാനത്തിൽ അന്യ സംസ്ഥാനങ്ങളിലെ താപവൈദ്യുത നിലയങ്ങളിൽ നിന്നു വാങ്ങുന്ന വൈദ്യുതിയും, സംസ്ഥാനത്തിനകത്തുള്ള സ്വകാര്യ കാറ്റാടി/ചെറുകിട ജലവൈദ്യുത/സോളാർ ഉല്പാദകരിൽ നിന്ന് ദീർഘകാലകരാറുകൾ മുഖേനയുമാണ്. ഇപ്രകാരം ദീർഘകാലകരാറുകൾ മുഖേന വാങ്ങുന്ന സ്വകാര്യ വൈദ്യുതി ഉത്പാദകരുടെ വിവരങ്ങൾ അനുബന്ധം - 1 ആയി ചേർത്തിരിക്കുന്നു.</p>
	<p>(ബി) ഇങ്ങനെ സ്വകാര്യ സ്ഥാപനങ്ങളിൽ നിന്നും വൈദ്യുതി വാങ്ങിയ വകയിൽ വൈദ്യുതി ബോർഡിനുണ്ടായ നഷ്ടം എത്രയെന്ന് വെളിപ്പെടുത്തുമോ;</p>	<p>(ബി) & (ഡി)</p>	<p>ഇപ്രകാരം വാങ്ങുന്ന വൈദ്യുതി Electricity Act, 2003-ൽ നിഷ്കർഷിച്ചിരിക്കുന്ന പ്രകാരം റെഗുലേറ്ററി കമ്മീഷൻ തീരുമാനിക്കുന്ന നിരക്കിലോ (Sec.62) മത്സരാധിഷ്ഠിത ടെൻഡർ മുഖേന റെഗുലേറ്ററി കമ്മീഷന്റെ അംഗീകാരത്തോടെയാണ് (Sec.63) വാങ്ങുന്നത്. ഇങ്ങനെ വൈദ്യുതി വാങ്ങിയ വകയിൽ കെ.എസ്.ഇ.ബോർഡ് ലിമിറ്റഡിന് നഷ്ടം ഉണ്ടായിട്ടില്ല.</p>
	<p>(ഡി) ഈ നഷ്ടം നികത്തുന്നതിന് സർചാർജ്ജ് ഈടാക്കുന്നതിനുള്ള നടപടി ഒഴിവാക്കി വൈദ്യുതി കടിശ്ശിക പിരിച്ചെടുക്കുന്ന കാര്യം പരിഗണിക്കുമോ; വിശദമാക്കുമോ?</p>		
	<p>(സി) ഇതുമായി ബന്ധപ്പെട്ട ടെൻഡർ നടപടികളുടെ പകർപ്പുകൾ ലഭ്യമാക്കുമോ;</p>	<p>(സി)</p>	<p>വിവിധ കാലയളവിൽ കേന്ദ്ര ഊർജ്ജ മന്ത്രാലയം നിഷ്കർഷിച്ചിരിക്കുന്ന ടെൻഡർ നടപടികളിലൂടെയാണ് കെ.എസ്.ഇ.ബോർഡ് ലിമിറ്റഡ് സംസ്ഥാനത്തിന് പുറത്ത് നിന്ന് വൈദ്യുതി വാങ്ങി സംസ്ഥാനത്തിന്റെ വൈദ്യുതി ഉപഭോഗം നിയന്ത്രണങ്ങളേർപ്പെടുത്താതെ നിറവേറ്റുന്നത്. ഇതിന് വിവിധ</p>

	<p>ദീർഘകാല (12 വർഷത്തിന് മുകളിൽ)/മദ്ധ്യകാല (ഒരു വർഷം മുതൽ 5 വർഷം വരെ)/ഹ്രസ്വകാല (ഒരു വർഷം വരെ) കരാറുകളിൽ കാലാകാലങ്ങളിൽ കെ.എസ്.ഇ.ബോർഡ് ലിമിറ്റഡ് നിരവധി ടെണ്ടർ നടപടികളിലൂടെ ഏർപ്പെട്ടിട്ടുണ്ട്. ഈ സർക്കാർ അധികാരത്തിൽ വന്ന ശേഷം വിവിധ സമയങ്ങളിൽ ആവശ്യാനുസരണം വൈദ്യുതി വാങ്ങുന്നതിന് വിവിധ ഹ്രസ്വകാല കരാറുകൾക്കാണ് ടെണ്ടർ വിളിച്ചിട്ടുള്ളത്. ഇങ്ങനെ വാങ്ങുന്ന വൈദ്യുതിയുടെ നിഷ്കർഷിച്ചിട്ടുള്ള Deep Portal (Discovery of Efficient Electricity Price) മുഖേന മത്സരാധിഷ്ഠിത ടെൻഡർ വഴി e-reverse auction - ലൂടെയാണ് നിരക്കുകൾ തീരുമാനിക്കുന്നത്. ഇതിന്റെ ടെൻഡർ നടപടികളുടെ മാതൃക അനുബന്ധം - 2 ആയി ചേർത്തിരിക്കുന്നു.</p>
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സെക്ഷൻ ഓഫീസർ

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	LONG TERM CONTRACTS	Capacity MW
1	Maithon power-1. ER	150
2	Maithon power-2 ,ER	150
3	JPL STAGE2 -(PSA1)DBFOO	200
4	Jhabhua (PSA1) DBFOO	115
5	Jhabhua (PSA-2) DBFOO	100
6	JPL STAGE2 (PSA-2)DBFOO	150
7	JITPL	100
8	BALCO	100
	TOTAL LTA	1065
Independent Power Producers- within the State		
1	WIND ENERGY	
a.	M/s Suzlon Global Service Ltd (Agali)	13.8
b.	M/s Suzlon Global Service Ltd (Koundikkali)	4.8
c.	M/s Vestas Wind Technologies (Ramakkalmedu)	14.25
d.	M/s Ahalya Alternate Energy Pvt Ltd.	8.4
e.	M/s Inox renewables Ltd	16
f.	M/s Kosamattom Finance Ltd.	1
	Wind Total	58.25
2	SMALL HYDRO - SHEP	
a.	Ullunkal(M/s EDCL)	7
b.	*Iruttukanam -Stage I (M/s VIYYAT)	3
c.	*Iruttukanam Stage-II	1.5
d.	Karikkayam (M/s AHPL)	15
e.	Meenvallom (M/s PSHCL)	3
f.	**Pathamkayam (M/s MREPPL)	8
g.	Kallar Micro HEP	0.05
h.	Pambumkayam Micro HEP	0.11
	SHEP Total	37.66

மாணவ் 03/20/2017

KSEB Ltd- RfP/ e- Tender Notice - /2019- 20

(DEEP portal reference no.KSEBL/Short/19-20/ET- / dtd)

Request for Proposal

1. Introduction and Background

Kerala State Electricity Board Ltd, having its head office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram - 695004, a company wholly owned by the Government of Kerala, incorporated under the provisions of the Companies Act, 1956 (Central Act 1 of 1956), having distribution license for the entire State of Kerala (herein after referred to as "KSEB Ltd") is inviting bids for procuring power on short term basis for the period from 01-04-2020 to 31-05-2020 on firm and short term basis from any Sources, through e-bidding portal (DEEP) only .

The bidder should be capable for providing power at the delivery point (as defined in the revised guidelines notified by the Ministry of Power (MoP) on 30.03.2016) i.e at Kerala Periphery. The Bidder shall quote the single tariff at the Delivery Point upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a trader), applicable Point of Connection (POC) charges including injection and withdrawal charges at Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.

2. Qualification and Requirement.

a. All the generators /State Utilities /CPPs /Distribution Licensees /SEBs and trading licensees having valid trading license from Appropriate Commission are qualified to participate in the bidding process.

b. Requirement:

Requisition No	Period		Required quantity MW	Duration hrs	Minimum Bid quantity MW
	From	To			
1					
2					
3					
4					

c. The Bidders shall submit the tender through e-bidding portal (DEEP)

only, before the time & date indicated in BFP document.

d. Non Financial Technical Bid shall consists of

- i. Acceptance of General Terms & Conditions of the Tender.
- ii. LOI from the selling utility who intent to sale this power (in case of Trader)
- iii. The Electricity Trading Companies are required to submit their attested copy of valid license issued by SERC along with Bid Document.

Note: No extension of time for submission of bids shall be allowed for any technical issues like non availability of web site, delay in uploading of document, etc

e. All the Bidders would be able to participate in the e Bidding events on making payment of the requisite fees of Rupees 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non selected bidders will also be refunded by PFCCL within Seven (7) working days of completion of the event without any interest.

The bidders may upload Acceptance of Terms and Conditions as per the Annexure III attached herewith and will also have to accept it with their digital signatures in DEEP portal.

3. Tariff Structure

- 3.1 The Bidder(s) have flexibility to bid for a part of the tendered quantity, subject to the given minimum quantity. Bid capacity offered by the Bidder shall have to be constant for the entire contract period.
- 3.2 The Bidder shall quote the single tariff at the Delivery Point i.e at Kerala Periphery, upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges including injection and withdrawal charges at Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.
- 3.3 For inter-State transmission of power, KSEBL interconnection with CTU in Southern Region, ie. Kerala Periphery shall be taken as Delivery Point.
- 3.4 All open access charges (injection as well as withdrawal)/Transmission charges and losses injection losses and withdrawal losses upto and including delivery point i.e. Kerala periphery, shall be borne by Seller. All such Open Access/ transmission charges including scheduling and other charges of RLDC/ SLDC, including application fees of RLDC/SLDC, operating charge

Bid and Financial Bids i.e. Initial Price Offer (IPO) through the Bidding Portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s), subject to the minimum bid quantity. The non financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guaranteed along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP. The Procurer can seek clarifications/documents required in connection with technical bid. After acceptance of the non financial technical Bids, the Financial Bids shall be opened as per the procedures specified in the Bid document

- 4.7 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.
- 4.8 In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.
- 4.9 The elimination of the Bidders shall be done by the following method:
 - i) After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder(H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.
 - ii) The Elimination process will be done for each of the requisition separately.
- 4.10 The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes without any extension (automatic or otherwise). During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paise or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.
- 4.11 The Bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e-Reverse Auction process.
- 4.12 The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name,

of RLDC/SLDC and losses or any other charges upto and including delivery point i.e. Kerala periphery shall be borne by Seller/trading Licensee(s).

- 3.5 The tariff should be constant and there shall be no escalation during the contractual period. If Bids are invited for different time slots then tariff may be different for each time slot.
- 3.6 If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.

4. Bid submission and evaluation

- 4.1 To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and Procurer still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Appropriate Commission.
- 4.2 The Procurer shall constitute a Standing Committee for evaluation of the Bids.
- 4.3 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. An event may have multiple requisitions (i.e. independent requirements of power at different time or place). To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.
- 4.4 The Bidder shall use one Digital Signature to submit bid through one login and for each login the Bidder may submit only one price bid from one source. However, against each requisition the bidder shall have the option to bid multiple bids from separate logins either from same or different sources.

An event may have one or more requisitions and bidders may bid as notified in para 7.4 of MoP guidelines issued on 30-03-2016

- 4.5 The process of bidding shall be conducted electronically. For this purpose, provisions like registration, log in, downloading and uploading etc. in the e-Bidding portal shall be as notified in the MoP guidelines issued on 30-03-2016. An event involves both e-Tender and e-Reverse auction process. Each event of the auction would require independent Digital Signature of the Bidder. An event may have requirement of power at different time and period.
- 4.6 Bidders shall be required to submit separate non financial technical

quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s). The Procurer may procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.

- 4.13 The Procurers shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Procurer rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case the Procurer fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- 4.14 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- 4.15 In case the LOA is issued, but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- 4.16 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Procurer to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the of the LOA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Procurer may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.
- 4.17 After acknowledgement of the LOA by the Selected Bidder(s), the Procurer shall cause the Selected Bidder(s) to execute the PPA within 15 days from the close of the e-Reverse Auction. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. The Procurer would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case the Procurer fails to sign the PPA within the period prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiting the EMD/CPG as the case may be.

5. Contract Documents.

Power Purchase Agreement (PPA) will have to be signed by the Bidder. The Selected Bidder must commence supply of power with effect from 01-04-2020 or date of commencement of supply as per LoA whichever is later.

6. Compliance to the terms and conditions.

The Bidders are advised to ensure that the bid is fully complied with the requirements specified and terms and conditions contained in the Bid document. No deviation from these conditions is permissible and a bid with any deviation shall summarily be rejected.

7. Earnest Money Deposit (EMD)/ Bank Guarantee (BG)

- a. The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of Bank Guarantee / e Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal.
For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. $30,000 \times (15 \text{ days} / 30 \text{ days}) \times (4 \text{ hrs} / 24 \text{ hrs}) = \text{Rs. } 2,500/-$

The last date of submission of original EMD(Hard Copy) in the office of the Chief Engineer (Commercial & Planning) is before the IPO opening date.

- b. The EMD shall be forfeited:
- If Bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
 - For non-submission of Contract Performance Guarantee by Successful Bidder(s).
- c. The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.
- d. The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee(CPG).

The Bidder shall submit the Bid Security in favour of The Secretary, Kerala State Electricity Board Ltd. If Non Financial Technical Bid is not submitted or if on opening Non Financial Technical Bid, it is observed that Bid Security is not enclosed or is less than the above amount, the bid may be rejected out rightly and Financial Bid submitted by such rejected Bidder will not be opened.

In case of furnishing EMD through electronic transfer:

Bank details are as follows:-

Beneficiary Name	Secretary, Kerala State Electricity Board Limited
Account No	
Name of Bank	State Bank of India
Branch	KSEB Admin Complex Branch, Pattom, Thiruvananthapuram. PIN -695004
IFS Code	SBIN0070493

In case of furnishing e BG, the following details may please be noted:
SFMS for E BG : STATE BANK OF INDIA - COMMERCIAL BRANCH ERNAKULAM
IFS code: SBIN0004062

8. Contract Performance Guarantee (CPG)

- a. The Successful Bidder(s) may be required to furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at **Rs. 2 lac** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- b. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- c. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- d. The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

9. KSEB Ltd 's right to accept / reject the bid

KSEB Ltd in its own discretion has the right to reject all Bids if the quoted tariffs are not aligned with the prevailing market prices and also to drop the tender initiation at any stage without assigning any reason and no claim on any account in this regard shall be entertained.

10. Modification of the Bid Documents

KSEB Ltd reserves the right to modify any part of the terms and conditions of the Bid Document by issuing one or more amendments prior to the last date of submission of the bid ("Amendment"). Any Amendment shall form part of the Bid Document, and shall be binding.

12. Confidentiality

For the purpose of transparency, KSEB Ltd shall make the bids public by indicating the tariff quoted by all the bidders, after signing of the PPA or the PPA becoming effective, whichever is later. While doing so, only the name of the successful bidders shall be made public and tariff quoted by other bidders shall be made public anonymously.

13. Bid Validity Period

The offer shall remain valid for a period of 30 days from the date of e Reverse Auction and the bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of the validity.

14. Governing Law

All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian laws and courts of Kerala shall have exclusive jurisdiction.

15. Disclaimer

Neither KSEB Ltd nor its employees or consultants shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any matter that may be deemed to form part of the Bid document or any other information supplied by or on behalf of KSEB Ltd or its employees or consultants. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and is subject to the award of Letter of Intent (LoI) by KSEB Ltd and subsequent signing of PPA.

16. Clarifications:

In case of any clarifications please contact the office of the undersigned in the details given below and no request regarding giving relaxation or for overlooking any mistake committed by the bidder after the submission of Bid will be entertained.

The Chief Engineer (Commercial & Planning)
8th Floor, Vidyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695 004, Kerala.

Telephone: +

E-mail:

Chief Engineer (Commercial & Planning),

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Time table for short term Procurement bid process

Sl. No.	Event	Date
1	Publication of RfP/Activation of Event	
2	Submission of RFP (on line digitally signed non financial technical Bid and IPOs)	
3	Opening of non financial technical Bids	
4	Clarification, if any, sought from Bidder(s)	
5	In case of no clarification, evaluation of nonfinancial technical Bids	
6	Opening of IPOs (upto 1300 hrs)	
7	Start of e-RA	

General Terms and conditions (KSEB Ltd- RfP/e- Tender Notice -/2019-20)

Terms and conditions for the purchase of power on short term basis for the period from to on firm and short term basis from any Sources, through e-bidding portal (DEEP)

1. Quantum

Details of the required quantum are as below:

Requisition No	Period		Required quantity MW	Duration hrs	Minimum Bid quantity MW
	From	To			

2. Delivery Point

For inter-State transmission of power, KSEBL interconnection with CTU in Southern Region, ie. Kerala Periphery shall be taken as Delivery Point.

3. Transmission Charges & Losses:

All open access charges (injection as well as withdrawal)/Transmission charges and losses injection losses and withdrawal losses upto and including delivery point i.e. Kerala periphery, shall be borne by Seller. All such Open Access/ transmission charges including scheduling and other charges of RLDC/ SLDC, including application fees of RLDC/SLDC, operating charge of RLDC/SLDC and losses or any other charges upto and including delivery point i.e. Kerala periphery shall be borne by Seller/trading Licensee(s).

4. Scheduling:

Scheduling of power shall be as per Indian Electricity Grid code (IEGC) and its amendments.

The power scheduled at the delivery point by the Bidder as per the implemented schedule of the concerned RLDC/SLDC, shall be treated as power delivered to KSEB Ltd and any variation between schedule and actual power injection shall be to the account of such Seller to be settled as per relevant orders/Regulations of CERC/Appropriate Regulatory Commission.

Multiple sellers from single generator shall not be allowed to participate in the Bid and the generator will be treated as one unit as a whole. The scheduling and dispatch of power shall be as per the relevant provisions of CERC (open access in interstate transmission regulations 2008) and "procedure for

reservation of transmission capacity to short term access" dated 28.1.2008, as amended from time to time and as per relevant Orders/Regulations of CERC/SERC. Final Energy accounting will be as per the monthly REA issued by SRPC.

The seller shall be responsible to seek open access approval from the competent authority, up to delivery point i.e. Kerala periphery. **Successful bidders must utilize all opportunities/windows (excluding transmission corridor e-bidding) available for applying for Short Term Open Access until the same is granted for the entire contracted quantum** (Seller shall apply for open access based on change in availability of transmission corridor and / or as directed by the buyer from time to time). If the power is being supplied through alternate source, any additional charges and losses, if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.

5. Tariff:

The Bidder shall quote the single tariff at the Delivery Point upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges at Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.

The tariff should be constant and there shall be no escalation during the contractual period. If Bids are invited for different time slots / period then tariff may be different for each time slot / period.

If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.

6. Billing:

Sellers will raise bills on weekly basis based on implemented schedule of concerned RLDC/ SLDC along with complete details of the power scheduled at the delivery point and/or other documents/ information as may be required for bill verification. For the purpose of weekly billing, 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. Final monthly adjustment bill will be raised based on REA issued by the SRPC. The bills of compensation (as stipulated in Clause 11 hereunder) for a month shall be included in the final monthly adjustment bill.

7. Payment:

KSEB Ltd will make the payment to seller through RTGS / electronic mode on 7th working day from the date of receipt of the energy bills by e-mail / fax. In the event of the due date of payment being a Bank/KSEB Ltd holiday, the next working day shall be considered as the due date of payment.

In case of timely payment by KSEB Ltd, adjustment for the admissible rebate as per Clause No. 8 hereinafter shall be made while making the payment against the energy bills.

8. Rebate for Prompt Payment by KSEB Ltd

Sellers shall allow 2% rebate on energy bill(s) amount, if KSEB Ltd make payment within due date of payment.

9. Surcharge for Late Payment

A surcharge of 15% (Fifteen Percent) per annum shall be applied on all payments, outstanding after 30 days for the period of non-payment beyond the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay. In case of disputes, the particular bills shall not be treated as outstanding.

10. Payment Security Mechanism:

KSEB Ltd may provide revolving letter of Credit (LC) / Bank Guarantee equivalent to 100% of the weekly energy (7 days) corresponding to contracted capacity at the tariff indicated in PPA. LC / Bank Guarantee may be provided prior to commencement of supply of power.

The LC / Bank Guarantee will be used only as a Payment Security mechanism. In the event payment is not made even after expiry of 30 days, then the seller will have the right to realize the payment through Letter of Credit / Bank Guarantee.

11. Compensation Clause:

Payment of Liquidated Damages for failure to supply the Instructed Capacity:

- Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.
- In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
- In case deviation from Seller side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the Procurer.
- The request of Sellers for reduction of supply quantity citing the machine breakdowns or unforeseen conditions of generating companies (except force majeure condition) will not be accepted.
- In case seller fails to apply for Open Access in stipulated time as per RLDC's guidelines in force, then compensation shall be levied at the rate mentioned in compensation clause and for the entire contracted quantum. Open access once approved cannot be cancelled or revised without mutual consent.
- The Seller shall agree to indemnify and hold KSEB Ltd against any loss / damage/extra expenditure incurred by KSEB Ltd resulting from any

negligent act or omission of the Seller/non fulfillment of obligations under this RFP.

12. Force Majeure:

Neither party shall be in breach of its obligations if the performance of such obligation was prevented, hindered or delayed due to a Force Majeure Event.

Force Majeure Events shall mean the occurrence of any of the following events:-

- Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system and prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent that
 - (i) Such events and circumstances are not within the reasonable control of the affected party and
 - (ii) Such events or circumstances could not have been prevented through employment of prudent Utility Practices.
 - (iii) The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
 - (iv) The procurer would return the CPG in case of non availability of transmission corridor during the contract period.

13. Termination & Risk Allocation:

KSEB Ltd and Seller reserve the full right to terminate the contract after giving due notice to the other party, if the other party fails to abide by the terms and conditions as stipulated for selling the power without prejudice to the rights to recover the amounts due. The Seller shall have to apply for open access for the contracted power up to delivery point i.e Kerala periphery, failing which the Contract Performance Guarantee (CPG) on pro rata basis shall be forfeited.

14. Dispute resolution

Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission. All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003

15. Change of Law:

Change in Law shall include

- Any change in transmission charges and open access charges
- Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller

In case of change of law or restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of sale or purchase of power, the same shall be binding on both the parties.

Chief Engineer (Commercial & Planning),

Annexure II

Proforma of Bank Guarantee towards Bid Security (To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. To be provided separately in the name of each of the Procurer(s), in proportion to their Contracted Capacity)

(To be used by approved scheduled banks)

To

The Secretary,
Kerala State Electricity Board Ltd,
Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, 695 004

Guarantee No _____	Date _____	Place _____
Amount of Guarantee	Rs _____	
Guarantee Cover	From _____ To _____	
Last date of lodgment of claim		
Address for communication / raising claim		
Phone No _____	Fax No _____	e-mail: _____

1. Whereas

a. Kerala State Electricity Board Ltd, a company incorporated under the provisions of the Companies Act, 1956 (Central Act 1 of 1956), wholly owned by the Government of Kerala, in which the Government has re-vested the functions, properties interests, rights, liabilities proceedings and personnel of the erstwhile Kerala State Electricity Board in accordance with Sub Section (2) of Section 131 and Section 133 of Electricity Act, 2003 and Kerala Electricity Second Transfer(Re-vesting) Scheme, 2018 and having registered office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004 (hereinafter referred to as KSEB Ltd which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has issued a Tender (No) vide Tender/e-Tender Notice No dated for Request for Proposal (RfP) for purchase of up to MW Power on firm and short term basis from the Generators /State Utilities /CPPs /Distribution Licenses /SEBs and trading licensees having valid trading license from Appropriate Commission for the period to and

b. M/s....., a company within the meaning of the Companies Act, 1956 and having its registered office at(hereinafter referred to as the '**Bidder**' which expression shall unless repugnant to the context

or meaning thereof include its successors, administrators, executors and assigns), has agreed to participate in the above tender and bid for the supply of electricity to KSEB and

c. Clause 7 of the tender/e-tender document (RfP) (viz. Earnest Money Deposit(EMD)/ Bank Guarantee(BG)) stipulates that The bidder shall be required to submit EMD for the maximum capacity offered calculated @ Rs 30,000/- per MW per month on RTC (30 days, 24 hours)basis and same shall be calculated on hourly basis in case bid invited is on hourly basis, in the form of Bank Guarantee/eBank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal. The Bank Guarantee so produced should remain valid for at least one month from the date of bid opening, and should have an additional one month as claim period and that the EMD shall be forfeited if Bidder withdraws or modifies bid during Bid Validity Period except as provided in the Guidelines for Short Term Procurement of Power notified by Ministry of Power vide resolution dated 30.03.2016 or if Successful Bidder does not submit Contract Performance Guarantee

d. The **Bidder** has expressed willingness to offer power and accordingly supposed to furnish Bid Security as mentioned below:

Period	No of days with hours	Quantum (MW)	Amount (Rs / MW/ month)	BG Amount (Rs)

2 In consideration of the aforementioned, we the(insert the name of the bank), a bank incorporated underAct..... and having its Registered office at.....and among other places and branch at..... (hereinafter referred to as "**Guarantor Bank**") hereby agrees unequivocally, irrevocably and unconditionally to pay to **KSEB** in favour of The Secretary, Kerala State Electricity Board Ltd, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram forthwith on demand in writing from KSEB Ltd or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees only (insert the amount of the Bank guarantee as per the terms of LoI), on behalf of M/s (insert name of the **Bidder**).

The guarantor bank hereby undertake:

1. That this guarantee shall be valid and binding on the Guarantor Bank up to and including[Insert date of validity of BG] and shall in no event be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective

agreement. KSEB Ltd shall be entitled to invoke this Guarantee up to thirty (30) days from the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

2. To pay the amount due and payable under this guarantee without any demur merely on demand from **KSEB Ltd** stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by **KSEB Ltd** by reason of any breach by the said **Bidder** of any of the terms or conditions contained in the said tender document. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. The Guarantor Bank shall not require any proof in addition to the written demand from **KSEB Ltd**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to **KSEB Ltd**. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Indian Rupees only).
3. That the Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, [Insert name of the **Bidder**] and/or any other person. The Guarantor Bank shall not require **KSEB Ltd** to justify the invocation of this **Bank Guarantee**, nor shall the Guarantor Bank have any recourse against **KSEB Ltd** in respect of any payment made hereunder.
4. This **Bank Guarantee** shall be interpreted in accordance with the laws of India and the courts at Thiruvananthapuram shall have exclusive jurisdiction.
5. The Guarantor Bank represents that this **Bank Guarantee** has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
6. That this **Bank Guarantee** shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the **Guarantor Bank** or the **Bidder**.
7. That this **Bank Guarantee** shall be a primary obligation of the Guarantor Bank and accordingly **KSEB Ltd** shall not be obliged before enforcing this **Bank Guarantee** to take any action in any court or arbitral proceedings against the **Bidder**, to make any claim against or any demand on the **Bidder** or to give any notice to the **Bidder** or to enforce any security held by **KSEB Ltd** or to exercise, levy or enforce any distress, diligence or other process against the **Bidder**.
8. That this **Bank Guarantee** is not personal to **KSEB Ltd** and may be assigned, in whole or in part, (whether absolutely or by way of security) by **KSEB Ltd**, or its successors, to any entity to whom it is entitled to assign its rights and obligations.

9. **KSEB Ltd** shall have a right to invoke this **Bank Guarantee** either in part or in full, as it may deem fit.

10. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. only) and it shall remain in force until [Date to be inserted on the basis of LoI], with an additional claim period of thirty (30) days thereafter. This **Bank Guarantee** shall be extended from time to time for such period, as may be desired by [Insert name of the **Bidder**]. We are liable to pay the guaranteed amount or any part thereof under this **Bank Guarantee** only if **KSEB Ltd** serves upon us a written claim or demand **via e-mail/post**.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

For ___bank ltd.

Witness:

1
Name and Address

2
Name and Address

Signature.

Name:

Designation with Bank Stamp

Annexure -III

Acceptance of terms and Conditions of Bid Document

(To be signed by the authorized person of the bidder and uploaded in DEEP portal)

I have carefully gone through the Bid Document and satisfied myself and hereby confirm that my offer strictly conforms to the requirements of the Bid Document and all the terms and conditions are acceptable to us.

Signature:

Name:

Status:

Whether Authorized:

Power of Attorney of Bidding Company
Authorising the signatory to sign the bid.



Handwritten signature and name in Hindi: अमल शर्मा