



UTTARAKHAND POWER CORPORATION LTD.

BID DOCUMENT FOR PURCHASE OF POWER

COMMERCIAL AND GENERAL CONDITIONS

SPECIFICATION No. UPCL/CGM-05/10-11 (POWER PURCHASE) Dated 25.08.10

Bid Document Available on the UPCL's web-site (www.upcl.org)

<p>Chief General Manager(Commercial), Uttarakhand Power Corporation Ltd., Urja Bhawan, Kanwali Road, Dehradun</p>	<p>Phone No.: 0135-2763552 Fax No.: 0135-2762444</p>
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Technical and Price Bid Submission..... 15:00 Hrs on 27th Sep-2010

Technical Bid Opening 16:00 Hrs on 27th Sep-2010

Issued by

**Chief General Manager (Commercial)
Uttarakhand Power Corporation Limited
Urja Bhawan, Kanwali Road,
Dehradun - 248001**

GENERAL TERMS & CONDITIONS

1.0 SCOPE OF WORK:

The scope of work under this Specification is for purchase of power by UPCL RTC in a day at delivery point during following month:

Sl. No.	Period	Quantum
1.	Apr-2011	250 MW
2	May-2011	
3	Jun-2011	
4	Oct-2011	
5	Nov-2011	
6	Dec-2011	
7	Jan-2012	
8	Feb-2012	
9	Mar-2012	

The above mentioned Quantum may vary before signing of agreement between UPCL and the successful bidder.

Note: No Deviation is allowed under following conditions and shall not be considered for evaluation:

- (i) If the offer is less than 50 MW from single source of generation.
- (i) If the power is offered for the timings other than mentioned (00:00 to 24:00 Hrs) Round the Clock (RTC).

2.0 SALE OF BIDS:

The tender documents may be purchased during working hours from the office of Chief General Manager (Commercial), Urja Bhawan, Kanwali Road, Dehradun Upto 12:00 Noon of 27.09.10 only after depositing a non refundable fee of Rs. 5000+12.5% Trade Tax in shape of demand draft of any scheduled bank payable at Dehradun in favour of Executive Engineer (HQ), UPCL, Urja Bhawan, Dehradun along with request for purchase of tender document. UPCL shall not be responsible for any postal delay. If the tender document is downloaded from the official website of UPCL (www.upcl.org), the cost of tender specification must be deposited in shape of D.D in favour of Executive Engineer (HQ), UPCL, Urja Bhawan, Dehradun along with Part-I. In case the above date is holiday tender be received on the next working day up to 12:00 Noon.

3.0 REQUIREMENT FROM TRADERS / UTILITIES

a) Cost of Bid Document

In case Bid Document is downloaded, demand draft of schedule bank of Rs. 5625.00 (Rs. 5000.00+plus 12.5% T.Tax) in favour of *Executive Engineer (HQ), UPCL, Urja Bhawan, Dehradun*, as cost of bid document shall be enclosed along with Part I (Technical Bid).

Or

In case the Bid Document is purchased, receipt issued by UPCL towards the tender document fee shall be enclosed along with Part I (Technical Bid).

b) Earnest Money

The Bidders shall submit Earnest money in the form of demand draft of **Rs. 45.0 Lacs in favour of Executive Engineer (HQ), UPCL, Urja Bhawan, Dehradun**. The earnest money shall be valid for a period of not less than 18 months. The Earnest money of Bidders other than of the Successful Bidder will be returned with in a one month from the date of issue of Letter of Intent to the Successful Bidder.

UPCL shall en-cash the earnest money as furnished by Bidder as full and final settlement of claim between Bidder and UPCL in the following events:-

- (i) The Bidder withdraws its Bid during the Bid Validity Period.
- (ii) The Successful Bidder fails to sign the PPA within 02 Days from the issue of LOI by UPCL.

c) Experience Certificate

The Bidders shall submit the details of Energy Traded in past in Performa as under

Utility	MW supply	Period	Duration during the day	Average MU/day	Total MUs	Source of energy

A certificate from the utility to whom energy supplied to the effect that they have executed the agreement satisfactorily.

d) Trading License

If Bidder is a Trader, it should submit a copy of valid Category Trading License issued from CERC.

e) Financial Documents

Bidder shall provide audited annual accounts of last one year.

f) VALIDITY OF OFFER

The bidder shall keep the offer valid for minimum 30 **days** from the date of opening of the bid (Part-I). The declaration/certificate in this regard shall be submitted by the bidder.

4.0 SUBMISSION & OPENING OF BID DOCUMENT:

. Bids will be received and opened as per **Time Schedule** given below:-

Technical and Price Bid Submission..... 15:00 Hrs on 27th Sep-2010

Part - I - Technical Bid Opening 16:00 Hrs on 27th Sep-2010

Part - II -Date and time of Opening of Price Bid of the qualified bidders shall be intimated through Fax/e-mail after the technical bid evaluation

In case, any of the above date is holiday, the corresponding activities shall be done on the next working day at same time.

5.0 AUTHORITY OF TENDERER:

The bid document would be signed on each page by an authorized signatory on behalf of the Bidder, duly authorized with the rubber stamp of the bidding company, and a copy of the authorization granted to the person signing bid documents would be attached

6.0 FORMAT/SIGNING OF BIDS:

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

- i) **Part - I:** Acceptance of General Terms and conditions”, Tender Specification No UPCL/CGM-05/10-11 (Power Purchase) and due date of opening should be indicated on the envelop itself. The part-I shall contain following documents:
 - (a) The information / documents as required under clause 3.0 (Requirement from Traders/ Utilities) **and** Annexure ‘A’ & ‘B’ duly filled.
- ii) **Part - II:** Price Bid – Tender specification Number should be indicated on the envelope containing price bid. The Part-II shall contain Price bid in the Annexure ‘C’.

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 Purchase of electrical energy by UPCL – Tender Specification No. UPCL/CGM-05/10-11. (Power Purchase), **due date of opening 27.09.10**

- iii) All pages of the bid document 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.
- iv) The bid shall contain the name, residence and place of business of person or persons submitting the tender.
- v) In the event of bid 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.
- vi) Bid 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 bid on behalf of the Company and shall be accompanied by the 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.
- vii) All the Annexure from A to C shall be duly filled and signed.

7.0 TIMELY SUBMISSION OF BID:

- (a) All bids completed in all respect must be submitted in the office of Chief General Manager (Commercial), Urja Bhawan, Kanwali Road, Dehradun before the time and date indicated at clause 3.0. The Bids shall be opened on the scheduled date & time in presence of the representatives of the Bidders who wishes to be present at the time of opening.
- (b) Telegraphic offer or offers received in the form of telex messages or by cable or fax or E-mail shall not be entertained and considered under any circumstances.
- (c) The Corporation shall not be responsible for the postal delay in receipt of offer of the Bidders.
- (d) Offer received after the schedule date and time of submission shall not be accepted.

8.0 VALIDITY OF OFFER:

The bidder shall keep the offer valid for 30 **days** from the date of opening of the bid. **The same shall be mentioned separately along with the Part I.**

9.0 ACCEPTANCE OF TENDER:

The Corporation reserves the right to reject any or all the bids without assigning any reasons. It is also not binding on the Corporation to disclose any analysis report on bids. Once the acceptance of the offer is conveyed, the Bidder(s) would be bound to supply the power as per the contract. UPCL reserves the right to enter into PPA with one or more of the Bidder.

10.0 NOTIFICATION OF AWARD OF CONTRACT:

The notification of Award of Contract shall be communicated to the successful Bidder by Letter of Intent (LOI) by registered post or hand delivery or telegram or Fax which shall be followed by PPA.

11.0 PPA:

The successful bidder(s) has to enter into a power purchase agreement with in two days from the date of issue of LOI.

12.0 PERFORMANCE GUARANTEE CUM SECURITY:

The Earnest money of the successful bidder shall be converted into the performance guarantee cum security. The same shall be returned after one month from the date of completion of energy transaction satisfactorily

13.0 DELIVERY POINT:

The delivery point of Energy shall be Seller State periphery i.e interconnection of CTU with Seller State in respective region. All transmission losses open access charges beyond delivery point shall be borne by the UPCL in full. **Transmission losses on the date of submission of bids from delivery point to the NR periphery shall be mentioned along with Part II.**

14.0 OPEN ACCESS:

The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations currently applicable (inclusive of all the amendments till date) and current Procedures for reservation of Transmission Corridor for short term open access customers. The supplier shall book the Transmission Corridor after making advance payment to the nodal RLDC towards open access charges in full. The UPCL shall reimburse the open charges beyond delivery point in full to Supplier as per the amount paid to nodal RLDC within 7 Days of submission of bill by Supplier. In case of cancellation of corridor by RLDC due to system constraint, the refund received from RLDC if any against open access charges shall be refunded to UPCL by the Supplier.

15.0 SCHEDULING PROCEDURE:

The bidders should confirm that the power so contracted would be scheduled strictly as per the provisions contained in IEGC/Uttarakhand State Grid Code. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations currently applicable (inclusive of all the amendments till date) and current procedures for reservation of Transmission Capacity for short term open access customers.

The supplier shall be responsible to schedule quantum of energy for a complete month as per agreement and at such times as will be indicated by UPCL in the monthly supply schedules to be advised to the selected bidder at least Five days before the commencement of each month. The scheduling and dispatch of the energy shall be coordinated with respective RLDC by the Supplier

16.0 FORCE MAJEURE:

The parties shall ensure the due compliance with the terms of the Agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the Agreement to the extent that such a failure is due to Grid failure and the restrictions imposed by the RLDCs due to Transmission constraints in the Regional and Inter-regional links. Any party claiming the benefit of a Force Majeure Events shall satisfy the other party of the existence of such an event by documentary proof from competent authority and give written notice within 48 hours from the time of occurrence of such event to the other party. Supply/acceptance of delivery of energy shall be resumed as soon as practicable by the parties concerned after such eventually has come to an end or cease to exist. However, these events shall not prevent any party in fulfilling the obligations of making payment.

17.0 COMPENSATION FOR DEFAULT IN SUPPLY:

In case the seller fails to schedule the supply as per agreement, then seller shall pay compensation @ of Rs. 2.00/Kwh for the quantum which falls short of 80 % of the contracted quantum. Seller shall also pay to UPCL the corresponding open access charges proportionally. Similarly, If the power scheduled by UPCL is less then the quantum as per agreement. UPCL shall pay compensation @ Rs. 2.00/Kwh for the quantum which falls short of 80 % of the contracted quantum.

18.0 BILLING

For the supply of power during a month, Supplier will be raising weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hours (or any other time decided by NRPC/NRLDC) of 1st, 9th, 16th and 24th day of the month to 24:00 hours (or any other time decided by NRPC/NRLDC) of 8th, 15th, 23rd and last day of the month respectively. The first three weekly bills will be raised on or after 9th, 16th and 24th day of the month based on the implemented schedule energy data downloaded from NRLDC website for the energy at the delivery point. Last weekly bill will be raised on the basis of Regional monthly energy account issued by NRLDC/NRPC indicating energy supplied to UPCL at delivery point, after adjustment of energy already billed.

The Supplier shall be responsible for reconciliation of the Regional Energy Accounts (REAs). Difference, if any, in REA accounts would be got reconciled by Supplier within 30 days from the issue of REA, failing which the quantum of power as per REA of the Northern Region would be the basis for payment of bills

19.0 PAYMENT TERMS:**19.1 Payment:**

The payment for the weekly bill raised during the month and at the end month for the energy traded shall be made in full through Demand Draft /RTGS with in 7 days from the date of receipt of bills.

19.2 Rebate:

For the timely payment of the weekly bills raised during the month and at the end of the month for the energy traded, UPCL shall be allowed a rebate of 2.0% (Two Percent) on the each billed amount by the Supplier.

19.3 Surcharge for late Payment:

For the energy supplied during the month, a surcharge of 15% (Fifteen Percent) per annum shall be applied on outstanding amount from next date after due date as specified above. This surcharge would be calculated on a day to day basis for each day of the delay. In case after receipt of Regional Energy Account, it is found that excess amount has been claimed by Supplier and the same has been paid, the Supplier will have to refund the same with 15% interest per annum calculated on day to day basis.

19.4 Payment Security Mechanism

Weekly revolving irrevocable Letter of Credit (LC) for an amount equivalent 105% to the cost of 8 days of contracted power shall be established in favour of Supplier. The LC opening charges shall be fully borne by the UPCL. The LC value shall be periodically reviewed and changed with each increase or decrease in quantum of power. However the Supplier acknowledge and accepts that it has the right to invoke the LC only in the event if UPCL neglects to pay the undisputed amount of the invoice by Due Date.

20.0 ARBITRATION:

If any dispute/difference or controversy shall at any time arise between the selected bidder on the one hand and the Uttarakhand Power Corporation Ltd., and the Engineer of the contract on the other touching the contract, or as to the true construction meaning and intent or any part or condition of the same or as to the manner of execution, or as to the quality or description of the payment for the same or as to the true intent, meaning, interpretation construction or effect of the clauses of the contract specifications or drawings or any of them, or as to anything to be done omitted or suffered pursuant of the contract or specification, or as to the mode of carrying the contract into effect or as to the breach or alleged breach, of the contract, or as to any claims on account of such breach or alleged breach, or as to obviating or compensating for the commission of any such breach, or as to and whether before or during the progress or after the completion of the contract, such question difference or dispute shall be referred for adjudication to the Managing Director, UPCL or to any other person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1940 or any statutory modification thereof. The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.

Upon every or any such reference the cost of an incidental to the reference and award respectively shall be in discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and to direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the contract shall, if reasonably possible, continue during the arbitration proceedings no payments due or payable by the UPCL shall be withheld on account of such proceedings. In case of refusal/neglect by such nominee, MD, UPCL may nominate another person in his place.

Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the Court of competent jurisdiction under the High Court at Nainital.

21.0 JURISDICTION:

The High Courts in Nainital (Uttarakhand) shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

ANNEXURE- A

Technical Bid against Specification no UPCL/CGM-05/10-11 (Power Purchase) dated 25.08.10

COMPANY DATA

- b) Name of the Bidding Company
- c) Details of Contact Person
- Name
 - Designation
 - E-mail Address
 - Postal Address
 - Telephone
 - Fax No.
- d) Type/Category of bidding Co.
- Captive Genco
 - Independent Genco
 - Central/State Govt. owned Genco
 - Power Traders
 - State Electricity Boards
 - Distribution Licensee
 - Any other eligible entity (To be defined)
- In case the Bidder is a Trading Co. the Bidder should submit the copy of trading licensee issued by CERC.
- d) Whether all the terms & conditions of tender are acceptable (Yes/No).
In case of deviation the same be brought out in Annexure-'B' otherwise it will be assumed that all the terms and condition as per specification are acceptable.

Signature of the authorized representative
For

Bidder's Rubber Seal and full Address

ANNEXURE -B

Technical Bid against Specification no UPCL/CGM-05/10-11 (Power Purchase) dated 25.08.10

Schedule of Deviations from general terms and conditions

Sr. no.	Clause no of spec.	Deviations

Note: No Deviation is allowed under following conditions and shall not be considered for evaluation:

- (i) If the offer is less than 50 MW from single source of generation.
- (ii) If the power is offered for the timings other than mentioned (00:00 to 24:00 Hrs) Round the Clock (RTC).

Signature of the authorized representative
For

Bidder's Rubber Seal and full Address

ANNEXURE -C

Specification No UPCL/CGM-05/10-11 (Purchase of power) dated 25.08.2010

Sl. No.	Period	Source of Supply	Quantum	Price at delivery point (Rs./Kwh)
1.	Apr-2011		250 MW	
2	May-2011			
3	Jun-2011			
4	Oct-2011			
5	Nov-2011			
6	Dec-2011			
7	Jan-2012			
8	Feb-2012			
9	Mar-2012			

Transmission losses on the date of submission of bids from delivery point to the NR periphery shall be mentioned in a separate sheet

Signature of the authorized representative
For

Bidder's Rubber Seal and full Address