

1.0 INTRODUCTION AND BACKGROUND

UTTARAKHAND POWER CORPORATION LTD., VCV GABAR SINGH URJA BHAWAN, KANWALI ROAD DEHRADUN, a Company incorporated under the Companies Act, 1956 and as per provision of the Electricity Act, 2003 (herein after referred to as 'UPCL') is inviting bids for purchase of power under Short Term Open Access arrangement (STOA).

2.0 e-BIDDING FEE

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 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 PFC Consulting Limited (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 Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3.0 GENERAL TERMS AND CONDITIONS

Terms and conditions for the purchase of power from bidders shall be as under:-

3.1 QUANTUM

UTTARAKHAND POWER CORPORATION LTD invites bid through e-tender for purchase of power under Short Term Open Access arrangement.

The Bidder(s) shall be capable of supplying power to UTTARAKHAND POWER CORPORATION LTD., at the delivery point for the period mentioned below at a single rate.

Month	Timings (non-RTC)		Quantum of Power (MW)	Minimum Bid Quantity (MW)	Delivery Point
	From	To			
Oct-24	17:00	21:00	200	20	CTU Periphery
Nov-24	17:00	21:00	200	20	
Dec-24	17:00	21:00	200	20	

Note: (1) If any deviation is found in the bid, then such bid shall be liable to be rejected and part II (Financial Bid) shall not be opened.

(2) Hard copies of all supporting documents are mandatory to submit physically along with bid/BG/fee (to be deposited) in the office of SE (Commercial), UPCL prior to the date of submission or opening of technical part (Part-1).

3.2 Qualification Criteria

The qualifying requirements for a bidder to bid for this tender are as follows:

1. The bidder must quote not less than 20 MW quantum of power from single source of generation.
2. The quantum of power offered by the bidder shall be firm power for the duration mentioned above.
3. The bidder must submit the details of Bidder Company as per **Annexure 'A'** of tender specification for consideration of their bid. Bidder shall ensure submission of (General/Technical/Financial Information for last three years supported by unabridged Annual Financial Statements, assets and liabilities statements and other financial statements duly certified.)

4. If Bidder is a Trader, it should submit a copy of valid Category license or equivalent Trading License issued by CERC/Appropriate Commission.
5. If Bidder is a Trader, it should submit a copy of at least one number executed power purchase agreement or an equivalent arrangement for supply of power/Letter of intent.
6. The consultancy/Joint Venture firm deputed by UPCL as a consultant shall not be eligible for participating in aforesaid tender.
7. The bidder has to submit a self declaration on Rs. 100/- non judicial stamp paper declaring that the bidder has cleared all his dues/liabilities and has no outstanding net financial liability/net dues towards UPCL on the last date of submission of bid.
8. UPCL being a distribution licensee is having Long Term Access. Accordingly, no Short Term Open Access charges shall be payable for inter-state transmission system as per the Regulation dated 04.05.2020.
9. Power will be scheduled under GNA. If GNA is not available, then power will be scheduled under T-GNA and charge of T-GNA will be borne by buyer. It is also being clarify the delivery point will remain same i.e. Central Transmission Utility.
UPCL reserve the right to unilaterally reject the bid at any stage of the processing of the tender if any declaration submitted by the bidder is found false/incorrect/misrepresented.

4.0 TARIFF STRUCTURE

- 4.1. UPCL based on its requirement may invite the bids for different time slots. Procurer may also provide flexibility to the Bidder(s) to bid for a part of the tendered quantity, subject to a given minimum quantity. Bid capacity offered by the Bidder shall have to be constant for the entire contract period.
- 4.2. The Bidder shall quote the single tariff at the Delivery Point up to three (3) decimals which shall include capacity charge, energy charge, transmission charges, wheeling charges, open access charges & losses and trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges up to 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 delivery point shall be CTU periphery. Power will be scheduled under GNA. If GNA is not available then power will be scheduled under T-GNA and charge of T-GNA will be borne by buyer. It is also be clarify the delivery point will remain same i.e. CTU periphery.**
- 4.3. 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.
- 4.4. If power is 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.

5.0 BIDDING PROCESS

Uttarakhand Power Corporation Limited has issued RfP for procurement of power on short term basis as per the details mentioned in clause 3 above and the RfP has been uploaded on the DEEP e-Bidding portal.

5.1 **Standard documentation.**

1. Definition of Procurer(s), requirements including Quantum, minimum quantity, time slot, duration for supply of power and delivery point, Financial Bid i.e. Initial Price Offer (IPO) to include required quantity, minimum quantity, bid quantity, source of supply, Tariff and Bidder's acceptable quantity.
2. The procedures and criteria to be used to evaluate bids and select the Bidder for award of contract.

5.2 **Earnest Money Deposit (EMD)/ Bank Guarantee (BG)**

1. The Bidders are required to submit **EMD valid for 90 days + 15 days of claim period from the date of opening of part-I 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 issued by any Nationalized/Scheduled Bank in favour of Executive Engineer (CM), UPCL, VCV Gabar Singh Urja Bhawan, Dehradun.**

For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days/30 days) x (4 hrs /24 hrs) = Rs. 2,500/-

2. The original EMD needs to be submitted before the opening of the Non-Financial Technical bid.
3. The EMD shall be forfeited:
 - If Bidder withdraws bid during Bid Validity Period except as provided in the guidelines.
 - For non-submission of Contract Performance Guarantee by Successful Bidder(s).
4. The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.
5. The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

5.3 **Contract Performance Guarantee (CPG)**

1. 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.
2. 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.
3. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
4. The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG will be released within 30 days after completion of Contract Period.
5. Validity period of offer of Bidder shall be 30 days from the date of conducting of e-Reverse Auction (e-RA).

6.0 PPA proposed to be entered with the Selected Bidder(s) shall include necessary details on:

6.1. Risk allocation between parties;

6.2 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.
- 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.
- UPCL would return the CPG in case of non availability of transmission corridor during the contract period.

Note: The corridor constraints considered as detailed above shall be considered covered under Force majeure only when bidder will successfully demonstrate through verifiable evidence that it has put all efforts to book corridor as envisaged in clause no. 4.5 of this document.

6.3. Change in 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/bidder.

6.4 Consequences on Sale of Contracted Power to Third Party without consent of the Procurer

- In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of :(a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per clause 8 of the tender documents, for failure to supply the Instructed Capacity.
- On a complaint to this effect by the Procurer to the concerned load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/medium term/ long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default."

7.0 BILLING CYCLE

Bidders may raise bills on fortnightly basis or at the end of the contract period for the energy scheduled.

8.0 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%. In case the power is scheduled beyond the permissible limits of deviation, the open access charges will be reimbursed to the seller for the quantum of power deviated beyond the permissible limit of deviation.
- 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 regulation on sharing of Transmission Charges & Loss 2020 dated 05th May-2020 stipulates that DISCOM having LTA/MTOA shall not pay Transmission charges for STOA. RLDC while granting STOA approvals consider if a DISCOM has LTA/MTOA as any deviation on real time w.r.t. LTA/MTOA is considered in Transmission Deviation. Hence, STOA Transmission Charges shall not be applicable and if levied by NRLDC/RLDC on account of change of regulation shall be reimbursed by UPCL.
- GST will be applicable as per IT Act/GST Act.

9.0 BILLING

1. Bidders will raise bills on fortnightly basis or at the end of the contract period to The Superintending Engineer (Commercial) Uttarakhand Power Corporation Limited for the energy scheduled at the delivery point during a calendar month or as informed otherwise based on data of concerned 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.
2. Any revision request by CGPs/IPPs/Traders/Uttarakhand Power Corporation Limited for the next day shall be intimated to SLDC by 16:00 hrs and shall be effective earliest from the 00:00 hrs of the next scheduled date.
3. Final monthly adjustment bill will be raised based on REA issued by the concerned RPC/Energy Account issued by SLDC/STU.
4. The bills for liquidated Damages for the month shall be raised only after end of that month.

10.0 PAYMENT TERM/PAYMENT SECURITY TO BE MADE AVAILABLE BY THE PROCURER

- The Procurer(s) may be required to provide revolving Letter of Credit (LC) equivalent to 100% of the fortnightly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.
- Uttarakhand Power Corporation Limited will make the payment to Selected Bidder within 7 working days from the date of receipt of the energy bills (Excluding the date of receipt of bill) in the office of Superintending Engineer (Commercial) or through emails and with intimation via phone to the concerned officer/officials also. In the event of the due date of payment being a Bank/State holiday, the next working day shall be considered as the due date of payment. In case of timely payment by Uttarakhand Power Corporation Limited, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.
- Selected Bidder will have to furnish LoA received by them from the Supplier of power along with the first bill for timely processing of the bill(s).

11.0 REBATE ON PAYMENT

A rebate @ 2% shall be applicable on payment of Energy bill within due date of payment.

12.0 LATE PAYMENT SURCHARGE

A surcharge of 1.25% (One Point Two Five Percent) per month 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. Any disputes raised by the Discom on the energy bills shall not be treated as outstanding.

The RfP shall provide the maximum period within which the Selected Bidder(s) must commence supplies after the PPA becomes effective, subject to the obligations of UPCL being met.

13.0 BID SUBMISSION AND EVALUATION

- 13.1 Tenders are to be submitted online through the DEEP e-Bidding portal. All the Documents uploaded by the Uttarakhand Power Corporation Limited form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 13.2 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RfP and upload the latest documents as part of the Bid.
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.
- 13.4 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 places). 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.
- 13.5 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 have the option to bid multiple bids from separate logins either from same or different sources.
- 13.6 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 specified in the Bid document. 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.

- 13.7 Bidders shall be required to submit separate non financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-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). 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 Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP. UPCL or its authorised representative 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
- 13.8 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.
- 13.9 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.

14.0 ELEMINATION OF BIDDERS

The elimination of the Bidders shall be done by the following method:

1. 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.
2. The Elimination process will be done for each of the requisition separately. One event may have more than one requisition.

15.0 E-REVERSE AUCTION (ERA)

- 15.1 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 paisa 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.
- 15.2 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.

16.0 ISSUANCE OF LETTER OF AWARD

- 16.1 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, 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). UPCL shall 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.

- 16.2 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 fulfill its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event UPCL rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case UPCL fails to issue the LoA within a period of 30 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- 16.3 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.
- 16.4 In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- 16.5 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by UPCL to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy 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, UPCL 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.

17.0 CONTRACT AWARD AND CONCLUSION

After acknowledgement of the LOA by the Selected Bidder(s), UPCL shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document i.e. within 30 days from the close of the e-Reverse Auction or after approval of PPA from Hon'ble UERC. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. UPCL would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case UPCL 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.

18.0 RIGHT TO ACCEPT THE BID

- 18.1 PPA will be signed after issuance of LoA with the selected Bidders after the approval of Hon'ble Uttarakhand Electricity Regulatory Commission.
- 18.2 The Procurer, in its own discretion, has the right to reject all Bids if the quoted Tariffs are not aligned to the prevailing market prices.

19.0 COMMUNICATION

All parties shall rely on written communication only.

1. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.
2. Uttarakhand Power Corporation Limited reserves the right to ask for the additional information from the Bidder through e-mail only. The e-mail id cecommercialupcl@gmail.com will be used.

20.0 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 law and the Courts in the State in which Uttarakhand Power Corporation Limited has its headquarters shall have exclusive jurisdiction.

21.0 DISCLAIMER

Neither Uttarakhand Power Corporation Limited nor its employees 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 other information supplied by or on behalf of Uttarakhand Power Corporation Limited or its employees. For the avoidance of doubt, it is expressly clarified that this Bid Document is an offer to bid and its subject to the award of LoA/PPA by Uttarakhand Power Corporation Limited and acceptance of the LoA/PPA by the selected Bidder will be construed as acceptance of Terms and Conditions.

22.0 DISPUTE RESOLUTION

- 22.1 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. 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.
- 22.2 All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 2015.
- 22.3 Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under power purchase agreement.

23.0 POWER PURCHASE AGREEMENT:

The successful bidder(s) shall enter into a Power Purchase Agreement subsequent of issuance of LoA from UPCL side. Power Purchase Agreement (PPA) shall be signed after the approval of Hon'ble UERC. **For the approval of PPA, UPCL shall file petition before the Hon'ble Commission. However, the requisite fee against total MW offered by bidder in the bid {(Rs. 2,000/- per MW subject to a minimum amount of Rs. 10,000/-) and maximum of Rs. 2,00,000/- Rs. Two Lac Only} for filing the petition shall be borne by the successful bidder/trader/ utility.**

Annexure "A"

Energy offered against (**Specification No. 18/CE(COMM)/UPCL-18/2024(Non-RTC)**).

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 (in case of traders alone)
 - b. Validity
- i) Details of litigation and penalties

Signature of the Authorized Representative.