

**MAHARASHTRA STATE
ELECTRICITY DISTRIBUTION CO. LTD.**



**BID DOCUMENT FOR PURCHASE OF 500 MW RTC POWER ON FIRM
BASIS DURING 1ST JUNE 2010 TO 30TH JUNE 2010**

**THROUGH: COMPETITIVE BIDDING
COMMERCIAL AND GENERAL CONDITIONS**

TENDER NO.CE (PP) T-2/2010

DATE: 18.02.2010

**CHIEF ENGINEER (PP)
POWER PURCHASE CELL, PRAKASHGAD, 5TH FLOOR,
STATION ROAD, BANDRA (EAST), MUMBAI -400 051,
PHONE No.022 26472131, Extn.2303 ; Fax No. 022 26580645
Email : cepp@mahadiscom.in**

BACKGROUND :

The bids are invited from Licensees, Power Traders, SEBs, IPPs, Merchant Power Plants, Power Generating Companies, Captive Power Plant Owners from all over India. The Companies already having PPAs (Long Term/Short Term) with MSEDCL cannot offer the power already committed under PPA (Long Term/Short Term).

Bidder shall bid for minimum 25 MW or above power

THE SCOPE OF WORK:

1. Procurement of power on firm basis as follows:

Month	Quantum in MW	Period
June 2010	500	00:00 hrs to 24:00 hrs

2. Bidder may procure power from more than one source subject to the condition that the power from each source shall be a minimum of 25 MW.
3. Delivery Point: To be specifically indicated.
4. The Bidder shall specify source of power Seller (LOI of Seller) and the rates including Transmission Losses and Open Access Charges up to delivery point.
5. The Bidder shall book the corridor up to the delivery point.

TERMS AND CONDITIONS FOR POWER PURCHASE:

1. ELIGIBILITY:

Bids are invited from Licensees, Power Traders, SEBs, IPPs, Merchant Power Plants, Power Generating Companies, Captive Power Plant Owners from all over India. The Companies already having PPAs with MSEDCL cannot offer the power already committed under PPA.

2. PRICE :

- (a) Bidder should quote the rates for RTC power in the Format as per Annexure-A.
- (b) The Bidder shall quote prices in Indian Rupees only.

3. SUBMISSION OF OFFER:

- (a) Bidder shall submit tender with non-refundable tender fees of Rs.1500/- (Rupees One Thousand Five Hundred only) in the form of Demand Draft drawn in favour of "**Maharashtra State Electricity Distribution Co. Ltd**" payable at Mumbai, at the time of tender submission.
- (b) The bidder shall submit the tender either by registered post or in person in the office of Chief Engineer (PP), Power Purchase Cell, 5th Floor, Prakashgad, plot No.G-9, MSEDCL, Bandra (East), Mumbai 400 051, before the time & date indicated in tender notice. Telegraphic offer or offers received in the form of telex messages, or by cable or fax or E-mail shall not be entertained and shall not be considered under any circumstances.
- (c) Offer received after the due date and time of submission shall not be accepted. Tender received in person or by post after the due date and time of submission shall not be opened and no correspondence shall be entertained in this regard.

4. EARNEST MONEY DEPOSIT (EMD):

The Bidder shall pay the Earnest Money Deposit as mentioned below along with the tender. The tender without the payment of Earnest Money Deposit shall be summarily rejected.

- (a) Unless the Bidder is exempted on account of statutory directives as enlisted in clause (d) below, Earnest Money Deposit in the form of Demand Draft of Rs.5,00,000/- (Rupees Five Lakhs Only) shall be drawn in favour of "**Maharashtra State Electricity Distribution Co. Ltd**" payable at Mumbai.
- (b) The relevant Demand Draft No. should be mentioned in the tender. No interest shall be paid on the Earnest Money Deposit.
- (c) In the event the Bidder withdraws his offer during the validity period and on fails to supply power after issue of L.O.I. the Earnest Money Deposit (EMD) shall stand forfeited.

(d) All Government and Semi Government Institutions under Government of Maharashtra and fully owned undertaking of any State Government and Government of India are exempted from payment of E.M.D.

(e) **EARNEST MONEY OF UNSUCCESSFUL TENDERER/BIDDER:**

Earnest Money Deposited (EMD) shall be returned to the unsuccessful Bidder as soon as possible after the tender has been finalized, and on submission of original money receipt of E.M.D. payment to Chief Engineer (Power Purchase), at 5th Floor, Prakashgad, Bandra (East), Mumbai 400 051.

5. SUBMISSION OF TENDER DOCUMENTS:

Date and time of submission of tender will be up to 09.03.2010 @ 13:00 hrs.

6. OPENING OF TENDER:

Date of opening of bids is on 09.03.2010 @ 14:00 hrs.

7. ACCEPTANCE OF TENDER:

MSEDCL reserves its right to accept or reject any tender whether fully or partially without assigning any reasons. It is also not binding on MSEDCL to disclose any analysis report on tender. The Bidder on the other hand binds himself to supply power from his offer in part or whole at the option of the MSEDCL.

8. AMBIGUITY IN QUOTATION:

Any ambiguity in the terms and conditions may lead to the rejection of tender. The Bidder should note that there shall be no deviation in respect of the following terms specified in the tender documents and in case of deviation if any; the tender shall be liable for rejection.

- (i) Terms of payment
- (ii) Period of validity of offer
- (iii) Jurisdiction of Court.
- (iv) Default of contract & termination thereof.

9. NOTIFICATION OF AWARD OF CONTRACT:

The notification of Award of contract shall be communicated to the successful Bidder by Letter of Award (LOA) by registered post or hand delivery or telegram or Fax or Telex or Cable as the MSEDCL deems it fit.

10. VALIDITY OF THE TENDER:

The validity of tender for the rates should be minimum for 15 days and once offer is accepted and order is placed with bidder, then rate offered shall be valid up to expiry of contract.

11. OTHER TERMS & CONDITIONS:

- i. Technical & Financial Profile of Bidder:
The Bidder should have its own arrangement for supply or have firm tie up for purchase of power from other sources. Evidence of past experience may please be submitted along with the offer (if any). This condition will not apply for direct offer from a State Electricity Board or State Owned Generating Company, IPP, CPP & Merchant generator whose offer is for sale of power directly.
- ii. The identification of source wise power supplied is to be incorporated in respective Regional Energy Accounting (REA)/Maharashtra State Energy Accounting. The billing will be done on the basis of Western Regional Energy Accounting/ MSLDC Energy Accounting.
- iii. No Payment will be made for the supply over and above schedule give by WRLDC/MSLDC.
- iv. Any issues related to Energy Accounting shall be taken up by the Bidder with the RLDC/MSLDC whose decision shall be final. Intra State Bidders who schedule power in excess of their generating capacity shall be liable for penalty as may be levied by SLDC.
- v. The Bidder should preferably supply quantum of power from one source (Generator) only. If the quantum of power is supplied from different sources, it should be indicated clearly.
- vi. The Bidder should book the source and the shortest corridor as per the order issued by MSEDCL and shall ensure supply of the contracted quantum/quantum approved in Open Access on first charge basis on a daily basis.
- vii. The Bidder should book the corridor for the shortest route once the order is issued for supply of power. MSEDCL will not bear the extra

Open Access charges due to change in corridor for power supply on Account of daily in obtaining Open Access approval. In case the corridor is not available and Bidder desires to supply the contracted quantum of power through other source/corridor, then Bidder should obtain prior permission of MSEDCL. Even if Bidder supplies contracted quantum through source/corridor different from that referred in order, then Bidder himself will be responsible for the charges over and above the agreed charges as per the order towards the change in rate, Open Access charges, Transmission loss and scheduling charges etc.

- viii. Daily schedule will be intimated 24 hrs. in advance and any revision in schedule shall be implemented only with mutual consent and the Party seeking the revision in schedule shall bear the application fees, rescheduling charges etc. .
- ix. Mode of Payment: - The Bidders shall indicate mode of payment in their offer along with Penalty/Compensation without prejudice to the provisions of force majeure.
- x. Rebate: - 2% rebate will be applicable, if bills are paid within 7 working days of MSEDCL from the next day of receipt of the bill. For example if bill is received on 9th Day of the month, then the payment date will be on the 16th day. If the due date falls on an MSEDCL holiday then payment shall be due on the next working day for MSEDCL.
- xi. Open Access: - The power shall be scheduled and dispatch as per the relevant provisions of CERC regulation dated 25th January, 2008 regarding "Open Access in Inter State Transmission" and "Procedure for Reservation of Transmission Capacity to short Term Open Access" dated 28th January 2008 or if any changes time to time declared by CERC and / as per the MERC provisions /Regulation wherever applicable.
- xii. Penalty for Short Supply:
 - a) Without prejudice to the provisions force majeure. If MSEDCL fails to schedule energy corresponding to the capacity approved for Open Access for the concerned period MSEDCL shall pay compensation @ Rs.2.00/KWH for the difference (shortage) quantity below 80%.
 - b) Without prejudice to the provisions of force majeure, the Bidder shall endeavor to supply the contracted quantum on a first charge basis to MSEDCL. In case of failure by the Bidder to schedule the requisitioned quantum on a daily basis on first charge basis, compensation at the rate of Rs.2.00/Kwh for the shortfall in the supply below 80% of the open access quantum on a monthly basis shall be payable by them.
- xiii. Cancellation of agreement/order/tender: Specify the terms and conditions of cancellation of agreement/order/tender.
- xiv. Jurisdiction of Contract: The laws applicable to this "contract" shall be the laws in force in India. The Courts of Mumbai, India shall have

exclusive jurisdiction in all matters arising under and on account of this contract.

- xv. After receipt of Letter of Award or order for supply of power, the Bidder should immediately book the corridor for contracted quantum for period of supply and acknowledge the acceptance of same, otherwise it will be treated as order is accepted and all terms and conditions of the order placed by MSEDCL and this Tender shall be applicable.
- xvi. Dispute Resolution: If any dispute or difference of any kind whatsoever (Dispute) shall arise between the Parties in connection with or arising out of this Agreement or out of breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resorting to the following in the order so mentioned.
 - (a) Parties shall attempt to decide through mutual discussions within 30 days.
 - (b) If the dispute can not be resolved by MSEDCL & the Bidder then dispute resolution will be as per Arbitration Act.
 - (c) In case both the parties are unable to resolve the issue of difference relating to REA difference and RLDC/SLDC short Term Open Access charges, the matter will be referred to Member Secretary, WRPC or Chief Engineer, MSLDC in case Seller/Generator is in intra state for adjudication. The decision of Member Secretary, WRPC/MSPC shall be binding on both parties.

Notwithstanding the existence of any dispute, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term and this Agreement.

- xvii. Force Majeure: Any event which is beyond the control of the two agencies involved which they could not foresee or with a reasonable amount of diligence could not be prevented and which substantially affected the performance by either agency such as but not limited to.
 - a) Acts of God, natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.
 - b) Acts of any Government domestic or foreign including but not limited to war declared or undeclared, hostilities, priorities, quarantines, embargoes:
 - c) Riots or Civil Commotion or sabotage.
 - d) Grid failure not attributable agencies involved.
 - e) Heavy rain/flood/storms due to which failure of evacuation/transmission system of STU (MSETCL).

Any restriction imposed by RLDC on scheduling of power supply by TRADER or MSEDCL due to Transmission /Grid constraint shall be treated as Force Majeure without any liability on either side. If seller fails to supply power due to fault in its generator/system, such event shall not be considered as Force Majeure.

Sd/-

Chief Engineer (Power Purchase)

Signature of the Bidder	
Full name & designation :	
Company :	
Date	
Seal of the Bidder	

Annexure – A

1. RATES FOR SUPPLY OF FIRM POWER ON RTC BASIS (00:00 HRS TO 24:00 Hrs) from 1st June 2010 to 30th June 2010

Supply HRs in a day	Qty in MW	Delivery Point of supply	Rate in Rs. Per Kwh

Seal and Signature of Bidder