

NIB No. RDPPC/TN-3

Notice Inviting Bids for Purchase of Power For Short Term (one year) commencing from 01.07.2009 to 30.06.2010 by Rajasthan Discoms, from Captive Power Plants (CPPs) / Independent Power Producers (IPPs) located in Rajasthan.

1. Introduction and Background

Jaipur Vidyut Vitran Nigam Ltd. (JVVNL), Ajmer Vidyut Vitran Nigam Ltd. (AVVNL), Jodhpur Vidyut Vitran Nigam Ltd. (JdVVNL) are Government of Rajasthan undertakings, incorporated under the Companies Act, 1956 and have been formed with an objective to carry on the business of distribution and supply of electricity in the area of supply mentioned in its license.

RAJASTHAN DISCOMS POWER PROCUREMENT CENTRE (RDPPC) as a Nodal Agency is inviting bids on behalf of JVVNL, AVVNL and JdVVNL for purchase of power from Captive Power Plants (CPPs) / Independent Power Producers (IPPs) located in Rajasthan

RDPPC wishes to invite offers from the eligible bidders for purchase of up to 300 MW Round the Clock (RTC) power on firm basis for short term (one year) commencing from 1.07.2009 to 30.06.2010. Bidders shall quote uniform fixed price, taking into account the risk of variation in prices of fuels used by them in generation of power. The bidders shall indicate period and minimum quantum of Round the Clock (RTC) power for sale to Rajasthan Discoms during this period of one year. However the bidders shall give intimation of the exact quantum (which may exceed such minimum quantum indicated in the Bid) on monthly basis at least 10 days in advance before start of a month, depending upon their schedule of production and shut down, which will be considered as contracted power for that month. This intimation shall be given to concerned SE (RDPPC), Discoms, Heerapura, RDPPC Control Room, Heerapura and State Load Despatch Centre, Heerapura. The offer should be for a continuous period of at least 15 days at a time in a month and offer would be for a minimum quantum of 1 MW on firm basis.

Based on the monthly intimation of the quantum of power for sale to Rajasthan Discoms, the CPPs/IPPs shall be allowed by State Load Despatch Centre, Heerapura to sell up to 40% power, outside the State and at least 60% to Rajasthan Discoms, out of their total sale of power, after fully meeting requirement of their Captive Units/Auxiliary consumption. CPPs would provide details of their Captive Consumption and sale of energy.

The CPPs will have the option of sale of electricity after meeting requirement of captive use by its Industrial Unit (s) and meeting commitment for sale of power to Rajasthan Discoms. The Captive Power Plant will not be eligible for sale of power if CPP/Industrial Unit(s) is drawing net electricity from the grid i.e. the power exported to the grid should be more than the power drawn from the grid at any instant during the contracted period. However CPPs who are not having or not availing /utilizing open access for wheeling of power to their other units/sister concerns at different locations, need not adjust / account for, the power drawn by such other units/sister concerns from the power injected by the CPP. The consumption of such other units/sister concerns shall be regarded as power drawn from their normal HT connection of Discoms.

The Captive use of generation by the Captive Power Plant has to be more than 51% in any case in a year. This includes power utilization of the sister concern of the same CPP located adjoining the Industrial unit where CPP is located and elsewhere also where the CPP has entered into wheeling agreement with the Discoms/RVPL.

CPPs/IPPs shall also be allowed to sell RTC power to Rajasthan Discoms on “Day ahead” basis which will be paid @ 90% of the rate discovered/decided through bidding process. Rajasthan Discoms shall accept entire power so offered on “Day ahead” basis.

The Sellers shall schedule power as per SLDC guidelines / practice. Such schedule shall not be in any case more than the contracted power. However, sellers shall be allowed to inject power over and above the scheduled power. The accounting of energy shall be on 15 minute block basis. All the energy supplied in such blocks from 95% to 105% of the scheduled power and upto 105%, in case, it is above 105% of the scheduled power, shall only be considered as power supplied under the contract. Any power supplied other than this, shall be governed as per the Policy Directives issued by GoR vide No. F.12 (17)/Energy/93/pt. dated 12.09.2008.

Seller shall be allowed revision of schedules as per provisions in the State Grid Code, in case of force outage.

Seller must supply energy corresponding to at least 80% of contracted power on weekly basis during the contracted period subject to force majeure; otherwise the payable amount shall be reduced prorata. In case of Day ahead power, the original “Day ahead schedule” given by the seller shall be considered as contracted power for that day and seller must supply energy corresponding to at least 80% of contracted power on that day subject to force majeure; otherwise the payable amount shall be reduced prorata.

The seller should be capable to supply power to RDPPC/Discoms, from 1.07.2009 at the delivery point (as defined in Annexure-I “General Terms and Conditions”), for which the responsibility will be of the seller. He may therefore ensure necessary infrastructure / ground work in this regard, while participating in the Bid.

Supply of power on same terms and conditions by the seller to Rajasthan Discoms may be extended beyond 30.06.2010 as may be mutually agreed.

2. Submission of Bid

The Bidders shall submit their bids, duly signed by authorized signatory on each page of the Bid Document, in sealed envelopes in the following two parts;

- I. "Part A" shall consist of the acceptance of "General Terms and Conditions for sale of power" as set out in Annexure-I in the prescribed format attached as **Annexure-II** of Bid Document & **Annexure-IV** “Details of Captive Power Plants” and **Bid Security (EMD)** as prescribed in clause No. 6.
- II. "Part B" shall comprise of "price and quantum Bid" in the prescribed format enclosed as **Annexure-III**.
- III. Both part A&B shall be put together in one sealed envelope marked "**Bid for purchase of power by Rajasthan Discoms**" and shall be sent to:

Chief Engineer (RDPPC),
Room No. 224, Vidyut Bhawan,
Janpath, Jyoti Nagar, Jaipur 302005.

Bidders who are found qualified in Part A shall only be considered for opening “Part B” of the Bid.

The bids may be submitted in CE (RDPPC) office on or before 16.06.2009 by 14:30 hours and the same will be opened on the same day at 15:00 hours. The offers received

after 14:30 hours of 16.06.2009 shall not be accepted. The representatives of the bidders may be present at the time of opening of the bid, if they so desire. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in the English Language.

This notice of tender together with the Annexures and Schedules herein shall be hereinafter referred to as the "Bid Document"

3. Methodology of Bid Evaluation

Bid evaluation will be done for the period of one year commencing from 1.07.2009 and finalized accordingly. Bidders are required to quote uniform fixed rate for this entire period. Rate shall be quoted in the manner as per Annexure-III.

4. Contract Documents

RDPPC shall intimate the award of supply of power to the Bidder's whose bid has been accepted through Letter of Intent (LoI). Successful Bidders shall convey their acceptance of LoI, within 3 days of issue of LoI, failing which LoI shall be liable to be terminated and EMD forfeited. Acceptance of the LoI shall be construed as a binding contract.

5. Compliance to the terms and conditions.

The Bidders are advised to ensure that the bid is fully compliant 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 be summarily rejected. The acceptance of general terms and conditions attached as Annexure-II will be submitted in Part A of the bid.

6. Bid Security

The Bidder shall have to deposit earnest money of **Rs 5 lac (Rs. Five lac)** in the form of **Crossed Demand Draft** of any nationalized Bank/Scheduled bank drawn in favour of Accounts Officer (CPC), JVVNL, Jaipur payable at Jaipur as a security deposit (EMD). If Part A of the bid is not submitted or if on opening Part A of the bid, it is observed that EMD amount is not enclosed or is less than the above amount, the bid shall be out rightly rejected and Part-B of the bid submitted by such a Bidder shall not be opened.

The EMD shall be forfeited if a bidder withdraws or modifies its bid during Bid Validity Period.

The EMD shall be refunded to the bidders whose offers are not accepted after 15 days of opening of "Price and Quantum bids". No interest shall be paid on the EMD amount.

The EMD of the Bidders whose offers are accepted shall be converted into "Performance Guarantee" and shall be refunded only after the said bidder(s) have fulfilled his obligations under the contract failing which EMD shall be forfeited. No interest shall be paid on this Performance Guarantee amount.

7. RDPPC's right to accept/reject the bid

RDPPC reserves the right to reject any or all bids or to accept any bid in full or part, at its sole discretion, without assigning any reasons whatsoever thereof. For the avoidance of doubt, it is clarified that RDPPC also reserves the right to alter the quantities of power/split the quantities of power as fully described in clause 1, amongst more than one selected bidder for the same period. The decision of RDPPC shall be final and binding on the bidders in this regard.

Such acceptance/rejection of any or all bids or alteration of the quantities of power/splitting of power as fully described in Clause 1, amongst more than one selected bidder for the same period will not make RDPPC liable to any claim or action of whatever nature, including but not limited to, a claim for reimbursement of costs incurred by any such bidder in preparation of the bid.

8. Modification of the Bid Documents

RDPPC reserves the right to modify any part of the terms and conditions of the Bid Document by issuing in writing one or more amendments prior to the submission of the bid by the bidder ("Amendment"). Any Amendment shall form part of the Bid Document, and will be provided to all Bidders and shall be binding on them. The bidder will be required to acknowledge the receipt in writing of each such Amendment promptly. The Bidder shall send this acknowledgement by hand delivery, registered post, air courier or fax at the address provided in clause 2 above. An acknowledgement sent by fax should be reconfirmed by Registered post, air courier or hand delivery.

9. Confidentiality

Bidders shall treat the Bid Documents and contents therein as strictly confidential. It is clarified that for a period of 3 years no disclosures of the Bid Document should be made about the contents of this offer/Letter/NIB together with all its Annexures and Schedules by the Bidder(s) to any third person.

10. Bid Validity Period

The offer shall remain valid for a period of 30 days from the date of opening of "Price and Quantum bid" ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alter any terms and conditions during the validity period, EMD submitted by the bidder shall be forfeited.

11. 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 of Jaipur, Rajasthan shall have exclusive jurisdiction.

12. Disclaimer

Neither RDPPC 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 NIB or any other information supplied by or on behalf of RDPPC 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 RDPPC and acceptance of the Letter of Intent (LoI) by the selected bidder.

General Terms and Conditions

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

1. Quantum

RDPPC wishes to invite offers from the eligible bidders for purchase of up to 300 MW Round the Clock (RTC) power on firm basis for short term (one year) commencing from 1.07.2009 to 30.06.2010. Bidders shall quote uniform fixed price, taking into account the risk of variation in prices of fuels used by them in generation of power. The bidders shall indicate period and minimum quantum of Round the Clock (RTC) power for sale to Rajasthan Discoms during this period of one year. However the bidders shall give intimation of the exact quantum (which may exceed such minimum quantum indicated in the Bid) on monthly basis at least 10 days in advance before start of a month, depending upon their schedule of production and shut down, which will be considered as contracted power for that month. This intimation shall be given to concerned SE (RDPPC), Discoms, Heerapura, RDPPC Control Room, Heerapura and State Load Despatch Centre, Heerapura. The offer should be for a continuous period of at least 15 days at a time in a month and offer would be for a minimum quantum of 1 MW on firm basis.

Based on the monthly intimation of the quantum of power for sale to Rajasthan Discoms, the CPPs/IPPs shall be allowed by State Load Despatch Centre, Heerapura to sell up to 40% power, outside the State and at least 60% to Rajasthan Discoms, out of their total sale of power, after fully meeting requirement of their Captive Units/Auxiliary consumption. CPPs would provide details of their Captive Consumption and sale of energy.

The CPPs will have the option of sale of electricity after meeting requirement of captive use by its Industrial Unit (s) and meeting commitment for sale of power to Rajasthan Discoms. The Captive Power Plant will not be eligible for sale of power if CPP/Industrial Unit(s) is drawing net electricity from the grid i.e. the power exported to the grid should be more than the power drawn from the grid at any instant during the contracted period. However CPPs who are not having or not availing /utilizing open access for wheeling of power to their other units/sister concerns at different locations, need not adjust / account for, the power drawn by such other units/sister concerns from the power injected by the CPP. The consumption of such other units/sister concerns shall be regarded as power drawn from their normal HT connection of Discoms.

The Captive use of generation by the Captive Power Plant has to be more than 51% in any case in a year. This includes power utilization of the sister concern of the same CPP located adjoining the Industrial unit where CPP is located and elsewhere also where the CPP has entered into wheeling agreement with the Discoms/RVPNL.

CPPs/IPPs shall also be allowed to sell RTC power to Rajasthan Discoms on "Day ahead" basis which will be paid @ 90% of the rate discovered/decided through bidding process. Rajasthan Discoms shall accept entire power so offered on "Day ahead" basis.

The Sellers shall schedule power as per SLDC guidelines / practice. Such schedule shall not be in any case more than the contracted power. However, sellers shall be allowed to inject power over and above the scheduled power. The accounting of energy shall be on 15 minute block basis. All the energy supplied in such blocks from 95% to 105% of the scheduled power and upto 105%, in case, it is above 105% of the scheduled power, shall only be considered as power supplied under the contract. Any power supplied other than this, shall be

governed as per the Policy Directives issued by GoR vide No. F.12 (17)/Energy/93/pt. dated 12.09.2008.

Seller shall be allowed revision of schedules as per provisions in the State Grid Code, in case of force outage.

Seller must supply energy corresponding to at least 80% of contracted power on weekly basis during the contracted period subject to force majeure; otherwise the payable amount shall be reduced prorata. In case of Day ahead power, the original "Day ahead schedule" given by the seller shall be considered as contracted power for that day and seller must supply energy corresponding to at least 80% of contracted power on that day subject to force majeure; otherwise the payable amount shall be reduced prorata e.g. if the amount of the energy so supplied works out to Rs. X and such energy supplied corresponds to say 70% of the contracted power, then the amount payable by RDPPC/Discoms will be Rs. $X * 70/80$.

The seller should be capable to supply power to RDPPC/Discoms, from 1.07.2009 at the delivery point (as defined in Annexure-I "General Terms and Conditions"), for which the responsibility will be of the seller. He may therefore ensure necessary infrastructure / ground work in this regard, while participating in the Bid.

The seller should be capable to supply power to RDPPC/Discoms, from 1.07.2009 at the delivery point (as defined in Annexure-I "General Terms and Conditions"), for which the responsibility will be of the seller. He may therefore ensure necessary infrastructure / ground work in this regard, while participating in the Bid.

Supply of power on same terms and conditions by the seller to Rajasthan Discoms may be extended beyond 30.06.2010 as may be mutually agreed.

2. Delivery Point:

For purchase of power by RDPPC/Discoms, Delivery Point shall be point of interconnection of the CPP/IPP system with RVPN/Discom system where metering system is installed.

3. Scheduling:

The Sellers shall schedule power to SEs (RDPPC), Discoms, Heerapura, RDPPC Control Room, Heerapura and State Load Despatch Centre, Heerapura as per SLDC guidelines / practice and the same shall be finalized by SLDC as per the practice in vogue. The schedule shall not be in any case more than the contracted power.

Seller shall be allowed revision of schedules as per provisions in the State Grid Code, in case of force outage.

4. Tariff:

Tariff for the offered power shall be quoted by bidder in the manner as per Annexure-III "Price and Quantum Bid". The bidder shall quote the tariff at the delivery point. Transmission charges, all open access charges i.e. STU charges, SLDC charges, open access application fee including SLDC consent fee, any other charges and transmission losses up to the delivery point, if any, shall be borne by the seller. The seller shall be responsible to seek open access approval from the competent authority, wherever necessary.

5. Metering, Protection & Energy Accounting

(i) Metering and Protection system of the CPP shall be as under: -

- a. Metering system at point of injection shall be provided by the seller at his cost as per provisions of RERC (Metering) Regulations and Rajasthan Electricity Grid Code (REGC). Metering system shall be ABT complaint/ToD main meters of 0.2 class accuracy recording energy on every 15 minutes time block basis and separate CTs & PTs of 0.2 class accuracy having two cores each for main metering.
- b. Meters should be able to communicate the requisite data to SLDC through data collecting device (DCD) and compatible with RVPN/Discom system.
- c. Both the parties agree that the provisions relating to metering, joint meter reading, sealing and settlement etc shall be governed by RERC (Metering) Regulations and Rajasthan Electricity Grid Code (REGC).
- d. Protection and interlock schemes for parallel operation of Seller shall be as approved by RVPN /Discoms (if not already running parallel) or its authorized officer for which the required data shall be made available and no change therein shall be made without approval of RVPN / Discom(s).
- e. Further metering arrangement shall be to the satisfaction of Metering/ Protection wing of RVPN/ Discoms. Seller will ensure separate accounting of export of energy to the grid and import of power from Discoms as an HT consumer, if so. Meter Reading shall be taken by the officers of RVPN/Discoms as authorized by SEs (RDPPC) Discoms and also by the representative of Seller.
- f. In case the seller is a CPP of Rajasthan, then the Provisions of Grid Code as well as RERC (CPP) Regulations including eligibility criteria / conditions for CPPs, specified therein, are required to be followed by the CPP. The CPP shall, therefore, provide an undertaking to the effect that their CPP is complying with and shall fulfill the criteria / conditions of the eligibility as laid down in clause No. 3 of the RERC (CPP) Regulations along with the first bill as also with the last bill of the Financial Year(s), so as to enable Rajasthan Discoms to process the bill (s).

(ii) Seller shall be required to indicate separate schedule for the power, in case, power is supplied under different modes/time periods simultaneously. Segregation of such energy shall be made in proportion to quantum of power scheduled. Energy accounting will be as per the Energy Accounts issued by Superintending Engineer (EA), RVPN, Jaipur.

6. Billing and Payment:

Sellers will raise weekly bill to the concerned SE (RDPPC) Discom on behalf of all Discoms for the energy supplied during a week along with complete details of the Meter readings and/or other documents/ information, as may be required for bill verification. The concerned SE (RDPPC) Discom will take necessary action for making internal adjustment of energy purchased in the ratio of 36:36:28 for JVVNL, AVVNL and JdVVNL respectively. For the purpose of weekly billing, each month will be divided into four parts, starting from 0000 hrs of 1st, 8th, 15th and 22nd day of the month up to 2400 hrs of 7th, 14th, 21st and last day of the month respectively.

Final Energy accounting will be as per the Energy Accounts issued by the office of Superintending Engineer (EA), RVPN, Jaipur.

RDPPC/Discom will make the payment to Seller on 7th day from the date of receipt of the energy bills in the office of the concerned SE (RDPPC) Discom. In the event of the due date of payment being a Bank/Discoms holiday, the next working day shall be considered as the due date of payment. In case of timely payment by RDPPC, adjustment for the admissible rebate as per Clause No. 7 hereinafter shall be made while making the payment against the bills.

7. Rebate for Prompt Payment by RDPPC/Discoms:

Sellers would allow 2% rebate only on energy bill(s) amount, if RDPPC/Discoms make full payment to Sellers on 7th day or the next working day in case of such day being Bank/Discoms holiday from the date of receipt of bill in SE (RDPPC) Discom's office. In case the seller wish to receive payment without deduction of rebate, the payment shall be made on 15th day from receipt of the bill(s).

8. Surcharge for late Payment by RDPPC/DISCOMS:

In case of payment of the bill for energy charges, is delayed beyond a period of 30 days from date of receipt of the bill, a surcharge of 15% (Fifteen Percent) per annum shall be levied, if the seller opt for receiving payment on 7th day. If the seller wishes to receive payment without deduction of rebate, i.e. on 15th day from receipt of the bill, surcharge of 15% (Fifteen Percent) per annum shall be applied on all payments, outstanding after 15 days from date of receipt of the bill(s). This surcharge would be calculated on a day-to-day basis for each day of the delay. Any disputes raised by RDPPC/Discoms on the bills shall not be treated as outstanding.

9. Force Majeure:

Any restriction imposed by SLDC/Discoms in scheduling of power due to Transmission/Grid constraint and/or Discom's inability to receive power into RVPN/Discoms system due to events beyond its reasonable control, shall be treated as Force Majeure without any liability on either side.

10. Termination Clause:

RDPPC/Discoms reserve the full right to terminate the contract if the seller fails to abide by the terms and conditions as stipulated for selling the power.

11. Dispute Resolution Mechanism:

Except where expressly provided to the contrary in the Letter of Intent / Bid Document, any matter or dispute or difference of whatsoever nature, howsoever arising under, out of or in connection with the Letter of Intent / Bid Document (collectively called 'Disputes') between the parties herein shall be resolved by mutual consent and if the matter is not resolved within 30 days or such extended period as mutually agreed upon, then such Dispute shall be submitted for adjudication by the RERC as provided under section 86 of the Electricity Act, 2003 and the RERC may either adjudicate itself or refer the matter for Arbitration."

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

12. Change of Law

In case of change in 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.

13. Jurisdiction

The courts at Jaipur in Rajasthan shall have exclusive jurisdiction to entertain and try all matters arising out of this Bid Document.

(To be given on the official letter head of the Bidder's)

Acceptance of General terms and Conditions

(To be signed by the authorized person of the bidder)

We/I have carefully gone through the Bid Document and satisfied ourselves/myself and hereby confirm that our/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 Authorised

Yes/No

Power of Attorney of Bidding Company
Authorizing the signatory to sign the bid

Name & Seal of Bidding Company

Price and Quantum Bid**Minimum Quantum of Round the Clock (RTC) power on 'Firm' basis for the period of one year commencing from 1.07.2009 to 30.06.2010**

Item No.	Minimum Quantum in MW offered by the bidder	Period of supply	Price Quoted by the bidder at Delivery Point (uniform fixed price) in Rs./kWh
(a)	(b)	(c)	(d)
1.			

We/I have noted that:

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Supply of power on same terms and conditions by the seller to Rajasthan Discoms may be extended beyond 30.06.2010 as may be mutually agreed.

RDPPC reserves the right to reject any or all bids or to accept any bid in full or part, at its sole discretion, without assigning any reasons whatsoever thereof.

Bids shall be evaluated on the basis of lowest rate quoted by the respective bidders in the above table.

Name & Seal of Bidding Company

Details of Captive Power Plants

Name of Firm	Location	Installed Capacity (MW)		Capacity parallel to the Grid (MW)	Details of Captive consumption		Maximum Surplus capacity in MW for sale to (at least 60% to Rajasthan Discoms out of the total sale)	
		Coal based	Liquid based		Name & place of Captive Unit	Consumption (MW)	Rajasthan Discoms	Outside the State

Name & Seal of Bidding Company