



GRIDCO LIMITED

Regd. Office, Janpath, Bhubaneswar -751022

Notice Inviting Tender (NIT)

For Sale of Power (Medium Term) during
the period from 01.05.15 to 31.05.16

For further details, please visit the
website www.gridco.co.in

GRIDCO LIMITED

Regd. Office, Janpath, Bhubaneswar -751022

Notice Inviting Tender(NIT)

NIT No.

2035

Dtd. 18/12/14

GRIDCO Limited invites bid from Power Traders having Category-I Trading License for sale of power during 00:00 to 24:00 hrs. for the period from 01.05.15 to 31.05.16 on firm basis as per the terms & conditions of the tender.

Earnest Money Deposit (EMD) (In Rupees)	Last Date/Time for submission of Bids	Date and Time of opening of Bid	Venue of the Bid Opening.
1	2	3	4
Rs.50, 00,000/- (Rupees Fifty Lakh) only to be submitted in shape of Demand Draft or through RTGS in the designated account of GRIDCO.	26 th Dec'2014 by 12:00 hrs.	26 th Dec'2014 at 12:30 hrs.	CONFERENCE HALL, GRIDCO LIMITED, JANPATH, BHOINAGAR, BHUBANESWAR-751022, PH: 0674- 2540877/2541494.

Tender documents can be downloaded from the GRIDCO's website:
www.gridco.co.in

The authority reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

Note: Bidders are requested to regularly visit official website of GRIDCO "www.gridco.co.in" for amendment/errata/corrigendum (if any) and any other information relating to this tender.

---- (Authorised Signatory) ----

GRIDCO Limited, a wholly owned Undertaking of Government of Odisha, was established in the year 1995. It is a deemed trading licensee under the 5th provision of section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). GRIDCO procures power from various Generators (both Central and State generating stations including IPPs etc.) for supply of the same to the DISCOMs. GRIDCO also supplies emergency power to CGPs and trades the surplus power available if any from time to time. The supplies to the DISCOMs are made at regulated price determined by the Odisha Electricity Regulatory Commission, whereas the surplus power, if any, after meeting the requirement of the State is sold at market determined price to different Utilities outside the State through Intra-State traders and Power exchanges.

GRIDCO intends to sale power (medium term) during 00:00 to 24:00 hrs. for the period from 01.05.15 to 31.05.16 on firm basis through Power Traders having Category-I Trading License. The quantum of power and detailed terms & conditions are given here under:-

1. Quantum & Duration:

1.1

Period	Duration (Hrs.)	Quantum (in MW)
01.05.15 to 31.05.16	RTC	150

1.2 The offers will be accepted for a minimum of 50 MW for any of specified duration. The offers for less than 50 MW shall not be accepted.

1.3 The offers received for delivery at Odisha periphery will only be considered. If any bidder submits his offer indicating rates other than Odisha periphery, the same shall not be considered and summarily rejected.

1.4 The bidder must submit necessary LoI of the buyer. Bid without LoI will be rejected.

- 1.5 The quantum of power required indicated in the above table, is only 'tentative' & may alter based on the requirement.
2. **Delivery Point:** - The delivery point shall be the Odisha periphery i.e. the point of interconnection between CTU network of ER and Odisha State Transmission System.
3. **Tariff:** - The interested buyer shall quote the rate in Rs/Kwh at delivery point. The quoted rates should be limited upto two decimal points. The rates at the delivery point shall be exclusive of trading margin, all taxes & duties etc. In other words, the net price payable to GRIDCO at delivery point shall be quoted by the bidder
4. **Conditional Offer:** - If the offer is conditional, GRIDCO reserves the right to accept or reject the same without assigning any reason.
5. **Submission of Bid:** - The bidder shall submit their bids in 2 (two) parts, duly signed by authorized signatory on each page of Bid Document, in sealed envelopes.
- 5.1 **"Part-A"** shall consist of acceptance of General Terms and Conditions for sale of power in the prescribed format attached at **"Annexure-I"** of the Bid Document, copy of LoI from prospective buyer and Bid Security (EMD) as prescribed in **Clause-6** & shall be put together in one sealed envelope.
- 5.2 **"Part-B"** shall comprise of Price and Quantum of Bid in the prescribed format attached at **"Annexure-II"** & shall be kept in another sealed envelope.
- 5.3 Both Part A and Part B shall be put together in one sealed envelope and marked "Bid for Sale of Power by GRIDCO" and shall be submitted to the Chief General Manager (PP), GRIDCO Ltd. in the following address.
- Chief General Manager (PP)
GRIDCO Limited,
Janpath, Bhubaneswar-22
Phone-0674-2545308
Fax - 0674-2547180
- 5.4 The Bid may be submitted on or before 26.12.2014 by 12.00 hrs. and the same will be opened on the same day at 12.30 hrs. The offer received after 12.00 hrs. shall not be accepted. The representative 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 English Language.

- 6 Earnest Money Deposit:** -The offer shall be accompanied with earnest money deposit in shape of Bank Draft drawn in favour of GRIDCO Ltd. amounting to Rs.50, 00,000/-(Fifty Lakh Only).Offers will be summararily rejected if the earnest money of the stipulated amount is not accompanied with the offer. The earnest money deposited by the bidder will be forfeited if the bidder cannot off-take at least 80% of the contracted power within 15 days of the order placed with them. Thereafter the earnest money deposited by the successful buyer will be converted to Performance Guarantee which is liable for forfeiture in case of unsatisfactory performance in trading with reference to the stipulated terms and conditions of contract. No interest shall be paid on the same. The same will be refunded to successful buyer after receipt of the final bill. The earnest money deposit of the unsuccessful bidders will be refunded after finalization of contract for sale of power.

Exemption: - The Government Companies/Undertakings /Utilities which are owned and /or controlled by the Central or the State Governments, are exempted from requirement of giving EMD.

7 Open Access:

- 7.1** The power shall be scheduled and dispatched as per the relevant provisions of CERC (Open Access in Inter-state Transmission) Regulation 2008 and "Procedure for Reservation of Transmission Capacity to Short Term Open Access" dated 28.01.2008 and any amendment thereof from time to time.

The trader shall have the responsibilities for arranging open access to the nodal agency for transaction of above power.

- 7.2** GRIDCO shall not be responsible for any Unscheduled Interchange/Deviation (UI) liability, if any. Once the Open Access is approved by Nodal Agency, the same will be final, and subject to any revision/change only after mutual consent.
- 7.3** GRIDCO shall have the right to surrender /cancel Open Access at any time due to any unforeseen circumstances. The Power Traders shall have to respond immediately on the request of GRIDCO and arrange to

surrender/cancel Open Access. In case of surrender of corridor, the Open Access charges and other charges as per CERC Regulations in force, shall be payable by the party who has requested for surrender/cancellation of corridor. However, the open access charges shall be refunded back to the concerned party within 3 days from receipt of the same from the concerned RLDC. Non-performance of contract will be dealt as per the provision of Clause-17 & Clause-18.

8 Transmission Charges and Losses:- All POC charges i.e. injection & withdrawal charges and all POC losses (i.e. injection & withdrawal losses) will be borne by receiving utility except Open Access Charges, transmission charges & transmission losses of Odisha STU.

9 Billing Cycle:

For supply of power during a month GRIDCO will raise weekly bills on provisional basis, for the period from 1st-8th, 9th-15th, 16th-23rd & 24th to end of the month. Provisional Weekly bills will be raised on 9th, 16th, 24th of the current month & 1st of the next month towards supply of energy for any particular month based on energy data released by concerned RLDC in their web site. Final Bill for the month shall be raised on receipt of Bilateral REA issued by ERPC for that month.

10. Payment:- Payment will be deposited by the buyer in the designated account of GRIDCO within 7 (Seven) days(due date) from the date of receipt of the bill through fax/e-mail. The RTGS details shall be indicated by the Finance & Accounts wing of GRIDCO while issuing the bills.

11. Rebate: For timely payment of full amount of the bill on or before due date i.e. 7 days from the date of receipt of bill (i.e. including the date of receipt of bill)through fax/e-mail, a rebate of 2% shall be allowed by GRIDCO.

12. Surcharge: - A surcharge of 1.5% per month shall be applied to all the payments outstanding after the 30th day from the date of issue of the bill. Surcharge shall be calculated on day-to-day basis & the surcharge bill will be raised monthly.

- 13 Payment Security Mechanism:** - Weekly revolving irrevocable Letter of Credit (LC) for an amount equivalent to cost of 22 days contracted power shall be established in favour of GRIDCO prior to commencement of sale of power as stipulated in the order by the successful bidder in the format to be furnished by GRIDCO. The LC opening, negotiation & all other charges shall be borne by the Trader. Gridco shall have full authority to adjust any default amount under the Agreement from the LC.

GRIDCO will not commence flow of power in absence of adequate payment security mechanism. In the event of failure to provide "payment security mechanism" before the start of flow of power, GRIDCO shall reserve the right to cancel the award or not to schedule the power at its sole discretion. The LC will be used only as a back-up mechanism.

14. Compensation for default: -

- a) Compensation for low off-take/supply :- subject to the provisions of force majeure, as mentioned below, if Gridco fails to supply 85% of the contracted power as per agreement, Gridco shall pay compensation @ 100 paise per Kwh to the trader for the quantum of power that falls short of 85% of contracted power. On the other hand if the trader fails to draw 85% of the contracted power as per the agreement, the trader shall pay compensation @ 100 paise per Kwh to Gridco for the quantum of off take that fall short of 85% of contracted power.
- b) If the Open Access approval is less than 85 % of the contracted power, the compensation will be applicable on the shortfall in drawl/supply from the quantum of Open Access Approval. However in such case the trader has to furnish documentary evidence to the effect that the Open Access is sought for the contacted quantum of Power from respective RLDCs in due time and the approval is granted for lower quantity.
- c) Either party will raise separate bills to claim such compensation on monthly basis which shall be paid within 15 days from the date of issue of the bill. A surcharge of 1.5% per month shall be applied to all the payment of compensation outstanding beyond 15th day from the date of issue of bill. Surcharge shall be calculated on day-to-day basis.

15. Contract Performance Guarantee:

GRIDCO shall not provide any performance guarantee in any form.

- 16. Past Experience:** - The Power Trader shall furnish the following information in the offer failing which the offer will not be accepted:

- (i) Copy of recent License issued by Central Electricity Regulatory Commission for inter state trading.
- (ii) Name of buyers and Quantum of power traded with rate during the last year.

17. Force majeure and technical constraints/transmission constraints: The parties shall ensure 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 the failure to carry out the terms of the agreement to the extent that such a failure is due to force majeure events like

- (i) Acts of God;
- (ii) Typhoons, floods, lightening, cyclone, hurricane, drought, famine, epidemic, plague Earthquakes, explosions, accidents; landslides or other natural calamities;
- (iii) Strikes, work stoppages, work slowdowns or any other labour dispute which affects a Party's ability to perform under this Agreement;
- (iv) Acts of war (whether declared or undeclared), invasion or civil unrest;
- (v) Any legal or regulatory intervention pursuant to a judgment or order of any court of judicial authority in India which makes this agreement fully or partially unworkable or which makes the transaction at the contracted rate un-implementable.
- (vi) Denial of Open Access by NLDC/RLDCs/SLDCs etc.

But any party claiming the benefit of this clause shall fully satisfy the other party of the existence of such an event and give written information to the other party within 2 days of such force majeure. Supply/drawal of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist.

18. Dispute Resolution: All differences or disputes between the parties arising out of or in connection with this matter shall be referred to the Appropriate Commission (OERC) under Electricity Act, 2003.

19. Right to reject the offer:

GRIDCO may reject any or all offers received against above tender enquiry or accept any offer in part or full as considered advantageous to GRIDCO, whether it is the lowest offer or not. GRIDCO may split the quantities against the enquiry amongst more than one selected power trader for the same duration and period. The decision of GRIDCO shall be final and binding on the traders.

20. Any order issued by CERC /Appellate Authority /High Court / Supreme Court regarding sale of power by the Generator/Distribution Company either directly or through a Trading Company shall also be applicable as per order.

21. Court Jurisdiction: Dispute of any nature that may arise in connection with this Tender Enquiry, which may fall beyond the scope of appropriate Commission under Electricity Act,2003, shall be governed by the law of India and subject to the jurisdiction of Courts situated in Bhubaneswar only.

22. Validity of Offer: All offers shall remain valid for 30 **days** from the date of the price bid and the bidders shall have no right to withdraw the offer or change/amend or revise any terms thereof during the said period of validity. Further, GRIDCO shall be entitled to keep in reserve the offers of any of the bidders while considering/accepting the offers of other bidders during the above period of validity. In the event the bidders under consideration fail to take steps to implement the agreement to off take power, GRIDCO reserve the right to accept the offer made by any other bidder during the above period.

It is requested to kindly quote your rate at the delivery point mentioned in Clause-2 above in the prescribed formats. Your offer along with the documents must reach this office latest by 26.12.14 by 12.00 Hrs.

The offers will be opened at 12.30 Hrs. on the same day. The envelopes must be confidential and supper scribed with the "Offer for Sale of power by GRIDCO for the period 01.05.15 to 31.05.16 , enquiry number and its date.

After finalisation of the enquiry, LoI will be placed and subsequently an agreement would be executed.

Qerhm
18/12/17
Chief General Manager (PP)

Acceptance of General Terms and Conditions

We have carefully gone through the bid document and satisfied ourselves /myself and hereby confirm that our/my offer strictly conforms to the requirement of the bid document and all the terms and conditions are acceptable to us.

Signature:

Name:

Status:

Whether Authorized:

Yes/No

ANNEXURE-II

PRICE AND QUANTUM OF BID

Period	Duration (Hrs.)	Quantum of power offered (MW)	Delivery Point	Rate (in Rs./kWh)
			Odisha Periphery	

Note:

1. The offers will be accepted for a minimum of 50 MW for any specified duration. The offers for less than 50 MW shall not be accepted.
2. The rate offered in (Rs/Kwh) should be in two decimal point. Offer made in Rs./kWh beyond two decimal point shall be ignored.

SIGNATURE OF PERSON AUTHORIZED
NAME OF THE PERSON

OFFICIAL STATUS

SEAL/RUBBER STAMP

Date