

**NOTICE INVITING TENDER FOR SALE OF RENEWABLE POWER FROM NALCO'S 50.4 MW WIND POWER PLANT AT JATH SITE IN SANGLI DISTRICT OF MAHARASHTRA STATE ON MEDIUM / SHORT-TERM BASIS THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS**

**INVITATION FOR BIDS**

**[Tender Specification No. NVVN/NALCO/NIT/SALE/RE POWER/002]**

S. No.	Event	Date & Time
1.	Publication of Request for Proposal (RfP) (www.nvvn.co.in / www.nalcoindia.com)	16.08.2018
2.	Last date of submission of Bids	30.08.2018 at 13:00Hrs
3.	Opening of non-financial technical Bids	30.08.2018 at 14:30 Hrs.
4.	Opening of Financial Bid	31.08.2018 at 11:00 Hrs.
5.	Issue of LOI	Latest by 15.09.2018

<b>Bids submission</b>	<b>Bid to be submitted at NTPC Mumbai Office in Sealed Envelopes (either physically or by post).</b>
<b>Office inviting bids &amp; Place of submission of EMD</b>	Name: Shri P. K. Jena Designation: Addl. General Manager (BD), NVVN Address: C/o NTPC limited, Samruddhi Venture Park, 2 <sup>nd</sup> Floor, MIDC, Marol, Andheri (East), Mumbai, Maharashtra - 400093 Contact No. 011-24368219/24387066/9650990836 Fax: 011-24362009, 24367021/022-28251352 E-mail: pkjena@ntpc.co.in / nvvnei@gmail.com

1. NTPC VIDYUT VYAPAR NIGAM LIMITED (NVVN), a limited company incorporated under the Companies Act 1956 has been established with an objective, inter alia, to carry on the business of Purchase/Sale of all forms of electrical power including surplus power from NTPC stations for sale to SEBs, Power Distribution Companies, other organizations and bulk power consumers etc., in India and abroad.
2. NVVN wishes to invite tender for sale of renewable power (Wind) sourced from National Aluminium Company Limited (NALCO) from the Inter State Trading Licensees, Industrial Consumers, Open access consumer and Power Utilities authorized for purchase of electricity under the Electricity Act 2003 on Firm basis for the period commencing from 1<sup>st</sup> November, 2018 to 31<sup>st</sup> March,2020 as per the schedules given in **Annexure-I**. The sale of renewable power shall be governed as per the general terms and conditions specified in **Annexure-II**.
3. The power shall be sourced from NALCO's 50.4 MW Wind Power Plant at Jath in Sangli District of Maharashtra state. This plant consists of 24 nos. of WTGs (Wind Turbine Generators) of 2.1 MW capacity each. All the WTGs are connected to 33 / 220 KV Pooling Sub-station at Mendhigiri, which is connected presently to the LILO (Line-In-Line-Out) arrangement of 220 KV transmission line between Jath-Mhaisal Grid Sub-Station. The SLD of Mendhigiri Pooling Sub-station and SLD of Jath Wind Farm Grid Connectivity are attached with the tender document for reference & understanding purpose as **Annexure -V & Annexure-VI** respectively. NALCO WTGs are connected to Feeder-3 (12 Nos.), Feeder-4 (10 Nos.) & Feeder-1 (02 nos.). It may be noted that the said power plant shall be connected to Alkud SS of MSETCL, in near future.
4. The bidder(s) shall submit their bid(s) in sealed envelopes in the following two parts;
  - Part-A:
    - a. Covering Letter.
    - b. Tender fee of Rs.20,000/- plus applicable taxes in the form of Demand Draft in favour of NVVN Limited payable at New Delhi.
    - c. EMD, calculated @ Rs. 1,00,000 per MW of the offered capacity in the form of Demand Draft/Bank Guarantee issued by any Nationalized Bank in favour of "NVVN" payable at NEW

DELHI as a security deposit (EMD) as per BG format enclosed herewith

- d. Authorization Certificate / LOI (Letter of Intent) of Buying Utility (ies)/ Consumer.
- e. Copy of valid Intra-state Energy Trading License issued by CERC to deal in Intra-state trading of energy. (In case of bid by Trader).
- f. Acceptance of General Terms and Conditions and provisions of Tender Documents. (Entire tender document duly stamped & signed by the bidder, needs to be submitted as a proof of acceptance of all conditions / provisions of tender document).

- **Part-B:**

- a. Part B" shall comprise of 'Price and Quantum Bid' in the prescribed format enclosed as Annexure-IV

Both part A & B shall be put together in one sealed envelope super scribed with words "Tender for purchase of renewable power from NALCO 50.4 MW Wind Power Plant at Jath, Maharashtra " with Due Date of Opening and shall be sent to:

Shri P. K. Jena

Addl. General Manager (BD), NVVN  
C/o NTPC Limited, Samruddhi Venture  
Park, 2nd Floor, MIDC, Marol, Andheri  
(East), Mumbai, Maharashtra - 400093

The bid(s) submitted by the bidder(s) and all correspondence and documents relating to the bid(s) shall be written in the English Language. This notice of tender together with the Annexures shall hereinafter be referred to as the "Bid Document".

## **5. Contract Documents:**

NVVN shall intimate the award of the contract to the successful bidder(s) through a Letter of Intent (Lol). Successful bidder(s) shall convey their acceptance of Lol within 2 days from the date of issuance of Lol. Acceptance of Lol shall be construed as a binding contract and failure to comply with this requirement within the stipulated period will be construed to be the unwillingness on part of the successful bidder and Lol issued by the NVVN shall stand automatically withdrawn along with forfeiture of Earnest Money Deposit.

## **6. Compliance to the Terms and Conditions:**

The Bidder(s) is/are advised to ensure that the bid is fully complied with the requirements specified, terms and conditions contained in the Bid Document. No deviation(s) against the tender document clauses shall be taken by the bidders and bid shall be accompanied with "No Deviation Certificate" on the prescribed format as per **Annexure-III**. Any bid not accompanied with "No Deviation Certificate" shall be summarily rejected.

## **7. Tender Fee:**

The bidders shall have to deposit Non-refundable Tender fee of Rs.20,000/- plus applicable taxes(i.e Rs. 23,600/- including taxes) in the form of Demand Draft in favour of NVVN Limited payable at New Delhi, towards cost of purchase of tender documents. If Part 'A' of the bid is not submitted or, if on opening Part 'A' of the bid, it is observed that the Tender Fee 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.

## **8. Bid Security:**

- a) The bidder shall have to submit EMD @ Rs. 1,00,000 per MW of the offered capacity in the form of Demand Draft/Bank Guarantee issued by any Nationalized Bank in favour of "NVVN" payable at NEW DELHI as a security deposit (EMD) as per BG format enclosed herewith. If Part 'A' of the bid is not submitted or, if on opening Part 'A' of the bid, it is observed that the EMD amount is not enclosed or is for 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.
- b) The EMD shall be forfeited in favour of NVVN, if a bidder(s) withdraws or modifies its bid(s) during Bid Validity Period and if a successful bidder fails to submit the Contract Performance Guarantee within 10 days after issuance of Lol.
- c) The EMD shall be refunded to the unsuccessful bidder within 10 days of expiry of the bid validity period.
- d) The EMD of the successful bidder shall be refunded after furnishing the Contract Performance Guarantee.

**No interest shall be paid on the Earnest Money Deposit (EMD).**

## **9. Contract Performance Guarantee (CPG):**

- a) The successful bidder shall furnish CPG within 10 days of issuance of Lol for an amount of Rs. One Lakh (Rs.1,00,000/-) per MW for maximum quantum of bid.
- b) The CPG shall be in the form of Bank Guarantee issued by any Nationalized/Scheduled Bank and valid for the period of contract with a claim period of one month after the expiry of contract period as per BG format enclosed herewith.
- c) In the event, the CPG is not furnished within the stipulated date the Bid Security submitted against the bid shall be forfeited.
- d) The CPG provided by the successful bidder shall be forfeited for non-performing the contractual obligations.
- e) The CPG shall be released to the successful bidder(s) within 30 days after completion of Contract Period.

**No interest shall be paid on the Contract Performance Guarantee (CPG).**

## **10. NVVN's Right to Accept/Reject the Bid:**

NVVN 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 reason whatsoever thereof. For the avoidance of doubt, it is clarified that NVVN also reserves the right to alter the quantities of power/split the quantities of power, amongst more than one selected bidder for the same month/period of supply. The decision of NVVN shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by NVVN in this regard.

## **11. Modification of the Bid Documents:**

NVVN reserves the right to modify any part of the terms and conditions of the Bid Documents by issuing in writing one or more amendments prior to the submission of the bid by the bidder. Any amendment shall form part of the bid documents, and will be provided to all bidders and shall be binding on them.

## **12. Execution of Power Purchase Agreement:**

As per MERC regulation, for applying to the concerned authority for obtaining Open Access Permission, the PPA needs to be executed between the Consumer & NALCO, the generator. However, the responsibilities & accountabilities of signing lies with the bidder, with

respect to scope defined as per tender. In this respect, the successful bidder shall execute an indemnity bond to safeguard the generator against any risk of non-performance by the consumer towards their obligations as per PPA terms / conditions for the entire PPA period.

The successful bidder shall have to execute the Power Purchase Facilitation Agreement with NVVN within 15 days of acceptance of Lol failing which Lol shall be liable to be terminated and EMD shall be forfeited.

The Power Purchase Agreements with the successful bidder shall be exclusive and shall have no correlation/linkage whatsoever with any other contract executed by the parties or to be executed by the parties.

### **13. Termination of Power Purchase Agreement:**

NVVN reserves full right to terminate the Power Purchase Agreement in case the successful bidder(s) fail(s) to abide by the stipulated terms and conditions. In case of any eventuality NVVN shall neither be responsible nor liable for any loss suffered by the successful bidder.

### **14. Bid Validity Period:**

The offer shall remain valid for a period of 60 days from the date of opening of bid and the Bidder(s) 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 alters any terms and conditions during the period of validity, EMD submitted by the bidder shall be forfeited.

### **15. Minimum Bid quantum**

Minimum bid quantum shall be 2.1 MW.

### **16. Submission of the Bid:**

The Bid(s) shall be submitted on or before **30.08.2018 by 13:00 Hrs** either by post or by hand at NTPC Mumbai Office. Offers submitted after stipulated period shall not be considered. Offers submitted through Fax, e-mail etc. will not be entertained. The offers shall be opened for evaluation on the same day at 12:00 hrs. The bidder(s) or their authorized representatives may be present at the time of opening of the bid(s), if they so desire.

**Incomplete & conditional Bid(s) shall not be considered for evaluation.**

### **Methodology of Bid Evaluation:**

Financial bids shall be evaluated on the basis of tariff quoted at the delivery point for supply of power. The bidder who has quoted highest tariff shall be declared as successful bidder for the quantum of power. NVVN in its

own discretion has a right to reject all bids if the quoted Tariffs are not aligned to the prevailing market prices.

Bids should clearly specify RPO (REC benefit to be availed by consumer) / Non-RPO (REC benefit to be availed by Generator) status. In case of Non-RPO bid, additional Rs. 1.0 shall be added to the quoted tariff in order to reach the final evaluated figure.

Further Bidder has to quote a single tariff for the entire duration of contract period at Annexure-IV.

**17. Governing Law:**

All matters arising out of or in conjunction with the Bid Documents and/or the bidding process shall be governed by and construed in accordance with Indian law and the courts at Mumbai shall have exclusive jurisdiction.

Yours faithfully,

Shri P. K. Jena  
Addl. General Manager (BD), NVVN  
C/o NTPC Limited, Samruddhi Venture  
Park, 2nd Floor, MIDC, Marol, Andheri  
(East), Mumbai, Maharashtra - 400093

**Encl: Annexure Ito IV.**

**ANNEXURE-I**

**Quantum of Renewable Power (Non-Solar) for Sale from NALCO Jath WPP**

<b>Month</b>	<b>Estimated Generation in MUs</b>
Nov-18	5.0
Dec-18	4.0
Jan-19	4.0
Feb-19	5.0
Mar-19	6.0
Apr-19	7.0
May-19	9.0
Jun-19	10.0
Jul-19	13.0
Aug-19	11.0
Sep-19	9.0
Oct-19	7.0
Nov-19	5.0
Dec-19	4.0
Jan-20	4.0
Feb-20	5.0
Mar-20	6.0

**Note:**

1. The quantum of power on monthly basis, indicated above, is purely tentative and this should not be considered as a basis for bidding. However, banking of any excess energy beyond the contracted quantity, shall be governed by as per prevailing MERC regulation and as amended from time to time.
2. Power will be scheduled on monthly basis as per the prevailing regulations of MERC.
3. The contract period can be extended, with mutual consent of NVVN & Buyer.



General Terms and Conditions

NVVN shall sell quantum of energy on Firm Basis as specified in **Annexure-I** which hereinafter shall be referred as "**Contracted energy**" on the following terms and conditions:

**1. Delivery Point:**

The delivery point for supply of power shall be the metering point (billing meter) at 33 KV feeder line.

**2. Transmission Charges & Losses:**

All losses up to delivery point including SLDC charges, if any, shall be borne by the generator.

All charges and losses beyond delivery point shall be borne by successful bidder(s) which shall include but not limited to the following:

All mandatory Open Access/Transmission charges and losses, SLDC(s)/charge and Losses, and any other charges applicable beyond Delivery Point shall be borne by the successful bidder(s).

The bidder, to the best of their knowledge shall state clearly all the charges, fees etc. to be paid by the generator, till the delivery point, while quoting the rate at delivery point.

**3. Scheduling:**

Successful bidder shall schedule the power in full, except in case of Force Majeure conditions specified in Clause 12 hereinafter. The scheduling and Dispatch of the power shall be coordinated with MSLDC.

- a) The Power shall be scheduled and dispatched as per the prevailing relevant provisions of MERC.
- b) The Successful bidder shall obtain the concurrence of MSLDC required for short term / medium term open access. The successful bidder shall apply for STOA as per short term scheduling procedures along with the SLDC consent and pay the open access charges as per rules as well as application fees.

**4. Rate per kWh:**

The bidder(s) shall offer rate for purchase of RE power from NALCO at Delivery Point i.e. Ex-Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) in Rupees per kWh as per **Annexure-IV**. Bids quoted other than delivery point shall not be considered.

## **5. Billing Cycle:**

NVVN shall be raising monthly bills on actual basis for the energy supplied at Ex –Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) based on the credit note received from MSEDCL. Any lapse or mismatch in energy generated as per credit note / bill of Generator vis-à-vis the DISCOM bill of Consumer, shall be on account of bidder.

## **6. Payment:**

The "Due Date" for payment of the billed amount as per provisions contained in Clause No. 5 above would be the fifth day commencing from the date of fax / e-mail of bill by NVVN. The payment of bills will be made in a scheduled Bank through RTGS on or before the "Due Date". If "Due Date" happens to be a holiday, next working day shall be considered as "Due Date".

## **7. Rebate for Prompt Payment:**

For timely payment of full amount of the bill on or before Due date, a rebate of 2% shall be allowed by NVVN.

No rebate shall be applicable on bills raised for Compensation amount for default in scheduling, Transmission Charges, Wheeling Charges, Application Fees, Open Access Payment etc.

## **8. Surcharge for Late Payment:**

A late payment surcharge of 1.5% per month shall be applicable on all outstanding payments after 15 days of receiving relevant bill. This surcharge would be calculated on a day-to-day basis for each day of the delay beyond 15th day (including the date of fax/ e-mail of bill). This will also equally apply to payments to be made by the either party in accordance with provisions contained in Clause No. 10 read with sub para 5.2 of Clause No. 5.

## **9. Open Access:**

The power shall be scheduled and dispatched as per the relevant provisions of MERC (Distribution Open Access,) Regulations, 2016, as amended from time to time. Once the open access is approved by MSLDC, the same will be final and would be subject to any revision/ change only after mutual consent. NVVN shall not be responsible for any unscheduled interchange (UI) liability if any.

The responsibility to obtain necessary Open Access shall solely be of the successful bidder and shall not be considered as Force Majeure. Any change in law with respect to open access permission, is on account of the bidder. Upon issuance of Letter of Intent (LoI) by NVVN and acceptance thereto conveyed by the successful bidder within the period stipulated under Clause 3 of the NIT, the successful bidder shall apply and obtain 'Open Access' for the quantum of power indicated in

Annexure-1. Failure to do so shall make Lol liable to be terminated along with forfeiture of the EMD/Contract Performance Guarantee (CPG).

Any further liability on account of Open Access/clarification on Open Access or change/ UI liability / amendment in the Regulations beyond delivery point shall be paid by successful bidder.

#### **10. Compensation for Reduced Supply / Offtake:**

Without prejudice to the provisions of Force Majeure, if the successful bidder fails to draw 100% of the Contracted Power, successful bidder shall pay a compensation at 20% of the tariff per kWh at which successful bidder shall be purchasing power against this bid document from NRVN for the quantum of power that falls short of 100% of the Contracted Power. On the other hand, if NRVN fails to supply 70% of the Contracted Power, NRVN shall pay compensation at the same rate i.e. 20% of the tariff per kWh to the successful bidder for the quantum of offtake that falls short of 70% of Contracted Power. The quantum of power for calculation of compensation amount shall be undertaken on monthly basis. Reconciliation for compensation shall be on yearly basis.

#### **11. Payment Security Mechanism:**

The successful bidder will provide Payment Security cover in form of suitable Bank Guarantee in a format to be furnished by NRVN from any nationalized bank/scheduled commercial bank for an amount equivalent to 90 (Ninety) days billing based on maximum MW quantum as per LOI for entire duration of contract.

In case of non-payment of any fortnightly invoice amount by successful bidder to NRVN within 15 days from the Invoice date, NRVN will encash the provided Bank Guarantee in full on 16<sup>th</sup> day from the invoice date. However, the excess amount (=BG amount -NRVN due amount), if any, realised from BG encashment by NRVN, would be remitted back to the designated bank account of the successful bidder within three (03) working days. In case of such encashment of the BG NRVN reserve the right to terminate the contract. In such an event the contract performance guarantee will also be forfeited.

The validity of BG should be 45 days beyond the invoice date of the last Provisional bill of contract period raised by NRVN.

NRVN 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, NRVN shall reserve the right to cancel the award or not to schedule the power. The BG will be used only as back-up mechanism.

## **12. Force Majeure:**

Both the parties shall ensure compliance of the terms and conditions of the Power Purchase Agreement that would be executed pursuant to provisions contained in this bid document. 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 this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riots, strike, lock out, epidemic, plague, fire, explosion, flood, drought, cyclone, lightning, earth-quake, war or other forces, accident or act of God, terrorism, malicious act, landslide, sabotage, communal violence and kidnapping. Any party claiming the benefit of this clause shall satisfy the other Party of existence of such an event(s). Any restriction imposed by POWERGRID / RLDC/ MSLDC / MSEDCL on scheduling of power supply due to constraint(s) in transmission / Grid shall be treated as Force Majeure without any liability on either side.

## **13. Dispute Resolution Mechanism:**

All differences or disputes between the parties arising out of or in connection with the bid documents shall be settled by both the parties amicably. In the event such disputes are not settled amicably through mutual discussions amongst parties concerned within two months, then dispute shall be referred to, arbitration as provided herein.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto. Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

## **14. Change in 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

## **15. Jurisdiction:**

Dispute of any nature that may arise in connection with this tender enquiry, which falls under Electricity Act, 2003, shall be filed and forwarded to the Court(s) located at Mumbai alone. The courts at Mumbai shall have exclusive jurisdiction to entertain and try all matters arising out of this Bid Document.

**ANNEXURE-III**

**NO DEVIATION CERTIFICATE**

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

We / I have carefully gone through the Bid Document (i.e. Tender Specification No. NVVN/NALCO/NIT/SALE/RE/POWER/002) 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/me.

SIGNATURE:

DATE:

NAME:

PLACE:

STATUS:

Whether Authorized Yes/No

NAME OF BIDDING COMPANY:

**ANNEXURE-IV**

**PRICE AND QUANTUM BID**

<b>Month</b>	<b>Quantum in MW</b>	<b>Rate (Rs./kWh)</b>
Nov-18	5.0	
Dec-18	4.0	
Jan-19	4.0	
Feb-19	5.0	
Mar-19	6.0	
Apr-19	7.0	
May-19	9.0	
Jun-19	10.0	
Jul-19	13.0	
Aug-19	11.0	
Sep-19	9.0	
Oct-19	7.0	
Nov-19	5.0	
Dec-19	4.0	
Jan-20	4.0	
Feb-20	5.0	
Mar-20	6.0	

**SIGNATURE:**

**DATE:**

**NAME:**

**PLACE:**

**STATUS:**

**Whether Authorized Yes/No**

**Name of Bidding Company:**