

## **General Terms and conditions (KSEB Ltd- RfP/e- Tender Notice -10/2022-23)**

Terms and conditions for the purchase of solar power on short term basis for the period from 15-06-2022 to 31-03-2023 on firm and short term basis from solar Sources, through e-bidding portal (DEEP).

### **1. Quantum**

Details of the required quantum are as below:

Requisition No	Period		Required quantity MW	Minimum Bid quantity MW
	From	To		
1	15.06.2022	31.03.2023	150	10

### **2. Delivery Point**

KSEBL interconnection with CTU in Southern Region, ie. Kerala Periphery shall be taken as Delivery Point for inter-state transmission and pooling substation shall be taken as Delivery Point for intra-state transmission of power.

### **3. Transmission Charges & Losses:**

As per MoP, Government of India, Order No.23/12/2016-R&R Dtd 23.11.2021, there is waiver on inter-state transmission charges of the electricity generated from solar sources for projects commissioned upto 30.06.2025 , thus interstate transmission charges need not be factored in the bid price. However, all charges payable to SLDC, RLDC, by the open access applicant, shall be borne by the successful bidder himself.

All intra-state open access charges, transmission (inter & intra state) losses, SLDC /RLDC Fees and Charges, and all application fees, taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies upto and including delivery point i.e. Kerala periphery, shall be borne by Seller.

In case the successful bidder is a trader or DISCOM with LTA then the application for open access shall be punched by the successful bidder on behalf of KSEBL. If the successful bidder is a Generator/DISCOM without LTA/ embedded intrastate entity Generator, then KSEBL will apply for open access. In such cases all charges payable to SLDC/RLDC charges shall be reimbursed to KSEBL without any rebate within 3 working days on receipt of the bill from KSEBL, beyond which Late Payment Surcharge @ 15% (Fifteen Percent) per annum shall be applicable.

#### **4. Scheduling:**

Scheduling of power shall be as per Indian Electricity Grid code (IEGC) and its amendments.

The power scheduled at the delivery point by the Bidder as per the implemented schedule of the concerned RLDC/SLDC, shall be treated as power delivered to KSEB Ltd and any variation between schedule and actual power injection shall be to the account of such Seller to be settled as per relevant orders/Regulations of CERC/Appropriate Regulatory Commission.

Multiple sellers from single generator shall not be allowed to participate in the Bid and the generator will be treated as one unit as a whole. The scheduling and dispatch of power shall be as per the relevant provisions of CERC (open access in interstate transmission regulations 2008) and "procedure for reservation of transmission capacity to short term access" dated 28.1.2008 as amended from time to time and as per relevant Orders/Regulations of CERC/SERC. Final Energy accounting will be as per the monthly REA issued by SRPC.

The seller shall be responsible to seek open access approval from the competent authority, up to delivery point i.e. Kerala periphery. Successful bidders must utilize all opportunities/windows (excluding transmission corridor e-bidding) available for applying for Short Term Open Access until the same is granted for the entire contracted quantum (Seller shall apply for open access based on change in availability of transmission corridor and / or as directed by the buyer from time to time). Any subsequent application for change in approved Open Access quantum or supply from alternate source, shall be only with prior written consent of KSEBL. Any consequences towards delay in application shall also be made to the account of bidder. All applicable charge in above cases shall be to the account of bidder. If the solar power is being supplied through alternate source, any 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. Tariff:**

The Bidder shall quote the single tariff at the Delivery Point i.e at Kerala Periphery for interstate transmission and at pooling substation for intra-state transmission of power, upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), intra-state open access charges, transmission (inter & intra state) losses, SLDC Fees and Charges, and all application fees, taxes, duties, cess etc. Imposed by Central Govt. / State Govt. / Local bodies upto and including the Delivery Point. Tariffs shall be designated in Indian Rupees only.

The tariff should be constant and there shall be no escalation during the

contractual period.

## **6. Billing:**

Sellers will raise bills on weekly basis based on implemented schedule of concerned RLDC/ 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. For the purpose of weekly billing, each month shall be divided into four parts, starting from 00:00 hrs of 1<sup>st</sup>, 9<sup>th</sup>, 16<sup>th</sup>, and 24<sup>th</sup> day of the month to 24:00 hrs of 8<sup>th</sup>, 15<sup>th</sup>, 23<sup>rd</sup> and last day of the month respectively. Final monthly adjustment bill will be raised based on REA issued by the SRPC and on the applicable losses. The energy scheduled at Kerala periphery as certified by Kerala SLDC will be considered for final settlement. The bills of compensation (as stipulated in Clause 11 hereunder) for a month shall be included in the final monthly adjustment bill.

## **7. Payment:**

KSEB Ltd will make the payment to seller through RTGS / electronic mode on 7<sup>th</sup> working day from the date of receipt of the energy bills by e-mail / fax. In the event of the due date of payment being a Bank/KSEB Ltd holiday, the next working day shall be considered as the due date of payment. In case of timely payment by KSEB Ltd, adjustment for the admissible rebate as per Clause No. 8 hereinafter shall be made while making the payment against the energy bills.

## **8. Rebate for Prompt Payment by KSEB Ltd**

Sellers shall allow 2% rebate on energy bill(s) amount, if KSEB Ltd make payment within due date of payment.

## **9. Surcharge for Late Payment**

A surcharge of 15% (Fifteen Percent) per annum 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. In case of disputes, the particular bills shall not be treated as outstanding.

## **10. Payment Security Mechanism:**

KSEB Ltd may provide revolving letter of Credit (LC) /Bank Guarantee equivalent to 100% of the weekly energy (7 days) corresponding to contracted capacity at the tariff indicated in PPA. LC / Bank Guarantee may be provided prior to commencement of supply of power.

The LC / Bank Guarantee will be used only as a Payment Security mechanism. In the event payment is not made even after expiry of 30 days, then the seller will have the right to realize the payment through Letter of Credit / Bank Guarantee.

## **11. Compensation Clause:**

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% while continuing to pay open access charges as per the contract.
- 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 request of Sellers for reduction of supply quantity citing the machine breakdowns or unforeseen conditions of generating companies (except force majeure condition) will not be accepted.
- In case seller fails to apply for Open Access in stipulated time as per RLDC's guidelines in force, then compensation shall be levied at the rate mentioned in compensation clause and for the entire contracted quantum. Open access once approved cannot be cancelled or revised without mutual consent.
- The Seller shall agree to indemnify and hold KSEB Ltd against any loss / damage/extra expenditure incurred by KSEB Ltd resulting from any negligent act or omission of the Seller/non fulfillment of obligations under this RfP.
- Compensation will be calculated separately for each requisition on monthly basis.

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 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.

## **12. Force Majeure:**

Neither party shall be in breach of its obligations if the performance of such obligation was prevented, hindered or delayed due to a Force Majeure Event.

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 and prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent that
  - (i) Such events and circumstances are not within the reasonable control of the affected party and
  - (ii) Such events or circumstances could not have been prevented through employment of prudent Utility Practices.
  - (iii) 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.
  - (iv) The procurer would return the CPG in case of non availability of transmission corridor during the contract period.

## **13. Termination & Risk Allocation:**

KSEB Ltd and Seller reserve the full right to terminate the contract after giving due notice to the other party, if the other party fails to abide by the terms and conditions as stipulated for selling the power without prejudice to the rights to recover the amounts due. The Seller shall have to apply for open access for the contracted power up to delivery point i.e Kerala periphery/ pooling substation as the case may be, failing which the Contract Performance Guarantee (CPG) on pro rata basis shall be forfeited.

## **14. Dispute resolution**

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.

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

#### **15. Change of 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

In case of change of 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.

Sd/-

**Chief Engineer (Commercial & Tariff)**

## Annexure II

Proforma of Bank Guarantee towards Bid Security (To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. To be provided separately in the name of each of the Procurer(s), in proportion to their Contracted Capacity)

(To be used by approved scheduled banks)

To

The Secretary,  
Kerala State Electricity Board Ltd,  
Vydyuthi Bhavanam, Pattom, Thiruvananthapuram, 695 004

Guarantee No _____	Date _____	Place _____
Amount of Guarantee	Rs _____	
Guarantee Cover	From _____ To _____	
Last date of lodgment of claim		
Address for communication / raising claim		
Phone No	Fax No	e-mail:

### 1. Whereas

**a. Kerala State Electricity Board Ltd**, a company incorporated under the provisions of the Companies Act, 1956 (Central Act 1 of 1956), wholly owned by the Government of Kerala, in which the Government has re-vested the functions, properties interests, rights, liabilities proceedings and personnel of the erstwhile Kerala State Electricity Board in accordance with Sub Section (2) of Section 131 and Section 133 of Electricity Act, 2003 and Kerala Electricity Second Transfer(Re-vesting) Scheme, 2013 and having registered office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram 695 004 (hereinafter referred to as KSEB Ltd which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has issued a Tender (No ..... ) vide Tender/e-Tender Notice No ..... dated ..... for Request for Proposal (RfP) for purchase of up to ..... MW Power on firm and short term basis from the Generators /State Utilities /CPPs /Distribution Licenses /SEBs and trading licensees having valid trading license from Appropriate Commission for the period ..... to ..... and

**b. M/s.....**, a company within the meaning of the Companies Act, 1956 and having its registered office at .....(hereinafter referred to as the '**Bidder**' which expression shall unless repugnant to the context or

meaning thereof include its successors, administrators, executors and assigns), has agreed to participate in the above tender and bid for the supply of electricity to KSEB and

- c. Clause 7 of the tender/e-tender document (RfP) (viz. Earnest Money Deposit(EMD)/ Bank Guarantee(BG)) stipulates that The bidder shall be required to submit EMD for the maximum capacity offered calculated @ Rs 30,000/- per MW per month on RTC (30 days, 24 hours)basis and same shall be calculated on hourly basis in case bid invited is on hourly basis, in the form of Bank Guarantee/eBank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal. The Bank Guarantee so produced should remain valid for at least one month from the date of bid opening, and should have an additional one month as claim period and that the EMD shall be forfeited if Bidder withdraws or modifies bid during Bid Validity Period except as provided in the Guidelines for Short Term Procurement of Power notified by Ministry of Power vide resolution dated 30.03.2016 or if Successful Bidder does not submit Contract Performance Guarantee
- d. The **Bidder** has expressed willingness to offer power and accordingly supposed to furnish Bid Security as mentioned below:

Period	No of days with hours	Quantum (MW)	Amount (Rs / MW/ month)	BG Amount (Rs)

- 2 In consideration of the aforementioned, we the .....(insert the name of the bank), a bank incorporated under .....Act..... and having its Registered office at.....and among other places and branch at..... (hereinafter referred to as "**Guarantor Bank**") hereby agrees unequivocally, irrevocably and unconditionally to pay to **KSEB** in favour of The Secretary, Kerala State Electricity Board Ltd, Vydyuthi Bhavanam, Pattom, Thiruvananthapuram forthwith on demand in writing from KSEB Ltd or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ only (insert the amount of the Bank guarantee as per the terms of LoI), on behalf of M/s (insert name of the **Bidder**).

**The guarantor bank hereby undertake:**

1. That this guarantee shall be valid and binding on the Guarantor Bank up to and including .....[Insert date of validity of BG] and shall in no event be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective



agreement. KSEB Ltd shall be entitled to invoke this Guarantee up to thirty (30) days from the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

2. To pay the amount due and payable under this guarantee without any demur merely on demand from **KSEB Ltd** stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by **KSEB Ltd** by reason of any breach by the said **Bidder** of any of the terms or conditions contained in the said tender document. Any such, demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. The Guarantor Bank shall not require any proof in addition to the written demand from **KSEB Ltd**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to **KSEB Ltd**. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Indian Rupees ..... only).
3. That the Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by, ..... [Insert name of the **Bidder**] and/or any other person. The Guarantor Bank shall not require **KSEB Ltd** to justify the invocation of this **Bank Guarantee**, nor shall the Guarantor Bank have any recourse against **KSEB Ltd** in respect of any payment made hereunder.
4. This **Bank Guarantee** shall be interpreted in accordance with the laws of India and the courts at Thiruvananthapuram shall have exclusive jurisdiction.
5. The Guarantor Bank represents that this **Bank Guarantee** has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
6. That this **Bank Guarantee** shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the **Guarantor Bank** or the **Bidder**.
7. That this **Bank Guarantee** shall be a primary obligation of the Guarantor Bank and accordingly **KSEB Ltd** shall not be obliged before enforcing this **Bank Guarantee** to take any action in any court or arbitral proceedings against the **Bidder**, to make any claim against or any demand on the **Bidder** or to give any notice to the **Bidder** or to enforce any security held by **KSEB Ltd** or to exercise, levy or enforce any distress, diligence or other process against the **Bidder**.
8. That this **Bank Guarantee** is not personal to **KSEB Ltd** and may be assigned, in whole or in part, (whether absolutely or by way of security) by **KSEB Ltd**, or its successors, to any entity to whom it is entitled to assign its rights and obligations.

9. **KSEB Ltd** shall have a right to invoke this **Bank Guarantee** either in part or in full, as it may deem fit.
10. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. .... (Rs. .... only) and it shall remain in force until .....[Date to be inserted on the basis of LoI], with an additional claim period of thirty (30) days thereafter. This **Bank Guarantee** shall be extended from time to time for such period, as may be desired by ..... [Insert name of the **Bidder**]. We are liable to pay the guaranteed amount or any part thereof under this **Bank Guarantee** only if **KSEB Ltd** serves upon us a written claim or demand **via e- mail/post**.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at .....

For \_\_\_bank ltd.

**Witness:**

**Signature.**

1 .....

Name:

Name and Address

2 .....

Name and Address

Designation with Bank Stamp

### **Annexure -III**

#### **Acceptance of terms and Conditions of Bid Document**

(To be signed by the authorized person of the bidder and uploaded in DEEP portal)

I have carefully gone through the Bid Document and satisfied myself and hereby confirm that 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 Authorized:

Power of Attorney of Bidding Company  
Authorising the signatory to sign the bid.

**Annexure IV****CUF of Solar Power**

(To be signed by the authorized person of the bidder and uploaded in DEEP portal in line with Clause 3.6 to 3.10)

Sl No	Particulars	Requirement Condition	Specifications offered by Bidder
<b>1</b>	<b>Offered Quantity (in MW)</b>	<b>Min 10 MW Max 150 MW</b>	
<b>2</b>	<b>Declared CUF</b>	<b>Min CUF = -20% of declared CUF Max CUF = +10% of declared CUF</b>	