

REQUEST FOR PROPOSAL

FOR

**PROCUREMENT OF RTC Firm POWER
FOR**

'MEDIUM TERM'

**For the period from 1st August 2013 to 30th June 2015
Under Case – 1 Bidding Procedure**

THROUGH

**TARIFF BASED COMPETITIVE BIDDING PROCESS
(As per Bidding Guidelines, issued by the Government of India, for
Determination of Tariff by Bidding Process for Procurement of Power by
Distribution Licensees)**

FOR MEETING THE BASE LOAD REQUIREMENT

OF

BESCOM, HESCOM, MESCOM, GESCOM and CESC, Mysore

**Issued by
POWER COMPANY OF KARNATAKA LIMITED**

04.12.2012

POWER COMPANY OF KARNATAKA LIMITED, 5TH FLOOR, KPTCL BUILDING, KAVERI BHAVAN, BANGALORE 560 009

Request for Proposal (hereinafter referred to as RFP) for MEDIUM term procurement of power under Case – 1 bidding procedure through tariff based competitive bidding (as per Bidding Guidelines, issued by the Government of India, for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees) for meeting the base load requirement of BESCOM, HESCOM, MESCOM, GESCOM and CESC, Mysore (ESCOMs) in the State of Karnataka.

Issued by:

Name: SRI. N.LAKSHMAN

Designation: ADDITIONAL DIRECTOR (PROJECTS)

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Date: 04.12.2012

REQUEST FOR PROPOSAL NOTIFICATION FOR SUPPLY OF POWER

POWER COMPANY OF KARNATAKA LIMITED

1. The POWER COMPANY OF KARNATAKA LIMITED hereinafter referred to as "Authorized Representative", on behalf of BESCOM, HESCOM, MESCOM, GESCOM and CESC, Mysore (ESCOMs) hereinafter referred to as "Procurer(s)" hereby invites interested companies and/or Bidding Consortium and or any Consortium Member thereof ("Bidders") to download the Request for Proposal (RFP) to participate in the bidding process for the selection of Successful Bidder(s) for procurement of power for medium term through tariff based competitive bidding process under Case – 1 bidding procedure for meeting the base load power requirements of the Procurers on the basis of international competitive bidding in accordance with the "Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees" issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder(s) would be to supply power to the Procurer(s) as per the terms and conditions of the RFP Documents.

2. Bidding Process:

The Authorized Representative seeks to qualify and select Successful Bidder(s) for supply of power as aforesaid through this bidding process. For the purpose of selection of the Successful Bidder(s), Bidders shall be required to submit both Non-Financial Bid and Financial Bid simultaneously in a single stage bidding process as per the timelines mentioned in Para 10 of this notification. Bidders who meet the Qualification Requirement as specified in Clause 2.1 of the RFP will be Qualified Bidders and the Financial Bids of all such Qualified Bidders shall be opened and evaluated as per provisions of Clause 3.4 of the RFP for the purpose of selection of Successful Bidder(s).

3. Procurement of power

Procurer(s) intend(s) to procure 1500 MW power at the Delivery Point for a period commencing from **1st August 2012 to 30th June 2015** in accordance with the terms of the Power Purchase Agreement (PPA). This procurement of power is being done under Case – 1 bidding procedure.

4. **Technology:** The Bidder is free to choose any power generation technology, including but not limited to sub-critical / supercritical, open / combined cycle, etc.

5. **Fuel:** The choice of fuel, including but not limited to coal or gas, it's sourcing and transportation is left entirely to the discretion of the Bidder. The Successful Bidder(s) shall bear complete responsibility to tie up the fuel

linkage and the infrastructural requirements for fuel transportation, handling and storage.

6. Power generation source: Bidders are free to supply from any source of power generation including but not limited to hydel power. In case supply of power is proposed from a hydel source, the hydrology risk shall be entirely borne by the Bidders. However, if the available capacity of the Seller from a generating station is in excess of the total Contracted Capacity of the Seller, then this excess capacity shall be at the disposal of the Seller.

7. Commencement of supply of power:

The Successful Bidder(s) shall have to commence the supply of power on the Scheduled Delivery Date in accordance with the provisions of the PPA.

8. Tariff:

The tariff shall be payable by the Procurer(s) in Indian Rupees, as per provisions of the PPA. Bidders shall quote the tariff as per the pre-specified structure mentioned in the RFP.

9. Issue of RFP:

The Bidders who wish to participate in the Bid are requested to download the RFP and PPA Documents from www.kptcl.com and www.pckl.co.in. The Bidders should submit the Bid along with (i) DD for Tender fee (Non-refundable) for **Rs. 30,000/- (Rupees. Thirty Thousand)** (inclusive of VAT) (ii) Bid Security (EMD) for Rs. 20,000/- (Rupees. Twenty Thousand only) per MW.

The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the RFP.

10. Receipt and Opening of Bid:

Along with the Bid, DD for Bid Security (EMD) **of Rs. 20,000/- (Rupees. Twenty Thousand only) per MW**, DD towards non-refundable tender fee of **Rs. 30,000/- (Rupees. Thirty Thousand)** (inclusive of VAT) drawn in favour of Additional Director (Projects), PCKL, Bangalore also shall be enclosed.

Bid must be delivered to the address as given in para 11 of this notification on or before **24.12.2012 at 12 Noon** (last date of submission of Bid) and the Non- Financial Bid will be opened on the same day at 03:00 PM (15:00 hours) (IST), in the presence of Bidder's representatives who wish to attend. If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on the next working day at the place of submission of Bid, on which day the Non-Financial Bid received shall be opened. The Financial Bid shall be opened as per the time schedule given in Clause 2.14.1 of the RFP.

11. Nodal Person for enquiries and clarifications

All correspondence, clarifications in respect of the RFP and submission of the Bid shall be addressed to:

Name: Sri. N.Lakshman

Designation: Additional Director (Projects)

Address: Room No. 503, 5th Floor,
KPTCL Building,
Kaveri Bhavan,
Banaglore 56 0009

Tel.: 080 – 22210685

Fax: 080 – 22218930

Email: ddp_trading@yahoo.com, adp2pckl@gmail.com

- 12.** All capitalized words and expressions used in this notification but not defined herein shall have the same meaning as ascribed to them in the RFP.

DISCLAIMER

1. This Request for Proposal (RFP) document is not an agreement or offer by the Power Company of Karnataka Limited to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.
2. This RFP, along with its Formats, is not transferable. The RFP and the information contained therein is to be used only by the person to whom it is issued. Save and except as provided in Clause 2.18 of the RFP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RFP, this RFP must be kept confidential.
3. While this RFP has been prepared in good faith, neither the Procurer/ Authorized Representative or its employees or advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP.
4. Neither the Procurer/ Authorized Representative, its employees nor its advisors / consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award for supply of power, the information supplied by or on behalf of Procurer/ Authorized Representative or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said supply of power.

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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents, or the Bidding Guidelines, in that order. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Electricity Act 2003, the CERC (Terms and Conditions of Tariff) Regulations 2009, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

The following terms are defined for use in this RFP:

“Affiliate” shall mean a company that either directly or indirectly

- i. controls or
- ii. is controlled by or
- iii. is under common control with

a Bidding Company (in the case of a single company) or a Member (in the case of a Consortium) and **“control”** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.;

“Appropriate Commission” shall mean the CERC, or the SERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be;

“Authorized Representative” shall mean the body corporate authorized by the Procurer(s) to carry out the bidding process for the selection of the Successful Bidder(s) on their behalf as defined in Clause 1.1 of this RFP;

“Base Load” shall mean the required quantum of power as specified by the Procurer / Authorized Representative at Sr. No. 4 of Clause 1.3.1 of this RFP;

“Bid” shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder in response to this RFP, in accordance with the terms and conditions hereof.

“Bidder” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require”;

“Bidding Company” shall refer to such single company that has submitted the Bid in accordance with the provisions of this RFP;

“Bidding Consortium” or “Consortium” shall refer to a group of companies that has collectively submitted the Bid in accordance with the provisions of this RFP;

“Bid Security (EMD)” shall mean the Demand draft to be submitted along with the Bid by the Bidder under Clause 2.12 of this RFP, as per the details prescribed in Format 4.9;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP as specified in Clause 2.8 of this RFP;

“Bidding Guidelines” shall mean the “Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees” issued by Government of India, Ministry of Power dated 19th Jan 2005 under Section – 63 of Electricity Act and as amended from time to time till the Bid Deadline;

“Case -1 Bidding Procedure” shall have the meaning as ascribed thereto in the Bidding Guidelines;

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company, that puts them in a position to have access to information about or influence the Bid of another Bidder;

“Consents, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/or supply of power;

“Contracted Capacity” shall mean the net capacity of power (in MW) contracted between the Seller and the Procurer(s) at the Interconnection Point as provided in the Selected Bid as per Format 4.10 of this RFP. During the tenure of contract, the **Contracted Capacity** shall have the meaning ascribed thereto in the PPA.

“Contract Performance Guarantee (CPG)” shall have the meaning as per Clause 2.13 of this RFP;

“Contract Year” shall mean the period beginning on the Scheduled Delivery Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year shall end on the last day of the term of the PPA;

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“CTU Interface” shall mean the point where

- i. the power from the power station switchyard bus of the Seller shall be injected into the interstate transmission system OR
- ii. the dedicated transmission line of the Seller shall connect the power station of the Seller to the interstate transmission system OR
- iii. the intrastate transmission system of the Seller’s state shall connect to the interstate transmission system for the purpose of transmitting power from the Seller’s power station;

“Delivery Point” shall mean the STU Interface(s) within the region of the Procurer(s), where power is delivered to the Procurer(s) after it is injected by the Seller at the Interconnection Point;

“Effective Date” shall mean the date from which the PPA becomes effective;

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

“Financial Bid” shall mean Envelope II of the Bid, containing the Bidder’s Quoted Tariff as per the Format 4.10 of this RFP;

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Injection Point” in relation to each Financial Bid by a Bidder, shall mean either the CTU Interface or the Delivery Point as specified by the Bidder in Format 4.10 of this RFP;

“Interconnection Point” shall mean the point where the power from the power station switchyard bus of the Seller is injected into the interstate/intrastate transmission system(including the dedicated transmission line connecting the power station with the interstate/intrastate transmission system);

“Law” shall have the same meaning as ascribed thereto in the PPA;

“Letter of Intent” or “LOI” shall mean the letter to be issued by the Procurer/ Authorized Representative to the Successful Bidder(s) for supply of power pursuant to Clause 3.5 of the RFP;

“Minimum Bid Capacity” shall mean the minimum capacity in MW specified by the Authorized Representative / Procurer in Clause 1.3.1, for which the Bidder is required to submit its Bid;

“Non Financial Bid” shall mean Envelope I of the Bid containing the documents as specified in Clause 2.4.1.1 of the RFP;

“Normative Availability” shall carry the same meaning as defined in the PPA;

“PPA” shall mean the agreement to be entered into between the Procurer(s) and the Seller pursuant to which the Seller shall supply power to the Procurer(s) as per the terms and conditions specified therein and a draft of which is attached hereto and marked as Enclosure 1 of Format 5.5 of this RFP, including all its schedules, annexures, and all amendments or modifications;

“Procurer(s)” shall mean the entity (ies) as specified in Clause 5.1 of this RFP;

“Project Company” shall mean the company, incorporated by the Bidder as per Indian laws;

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 2.1 of this RFP;

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Non Financial Bid as per Clauses 3.2 and 3.3, stand qualified for opening and evaluation of their Financial Bid;

“Quoted Tariff” shall mean the sum total of Charges quoted by the Bidder as per the prescribed Format 4.10 and shall be construed to be at the Interconnection Point as mentioned in its Bid;

“Requisitioned Capacity” means the total aggregate power of **1500 MW** proposed to be contracted by the Procurer(s) with the Successful Bidder(s) through this bidding process for supply at the Delivery Point for the term of the PPA as per the terms and conditions specified therein in accordance with clause 1.3.1;

“RFP” shall mean this Request for Proposal dated **04.12.2012** along with all formats and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“RFP Documents” shall mean the PPA to be entered into by the parties to the respective agreements in connection with the supply of power:

“Scheduled Delivery Date” shall mean as specified in clause 1.3.1 on which the Seller is required to start delivering the power at the Delivery Point as per the terms and conditions of the PPA;

“Seller” shall mean the Successful Bidder /or the Project Company , as the case may be who submit the Contract Performance Guarantee and executes the PPA and other RFP Documents with the Procurer(s) and who shall be responsible for supplying power to the Procurer(s) at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

“SERC” shall mean the State Electricity Regulatory Commission of any state in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

“Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

“STU” or **“State Transmission Utility”** shall mean the board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“STU Interface(s)” shall mean the point(s) at which the CTU network is connected to the intrastate transmission system of the Procurer(s)'s State(s), and at which the Procurer(s) agree to receive power up to the Requisitioned Capacity;

For generation source in the same state as that of the Procurer(s), the STU Interface shall be the bus-bar of the generating station from which power is contracted to be supplied, at an appropriate voltage level as specified by the STU.

“Successful Bidder(s)” shall mean the Bidder(s) selected by the Procurer/ Authorized Representative, as applicable pursuant to this RFP for supply of power by itself or through the Project Company as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;

“Tariff” shall mean the tariff as computed in accordance with Schedule 4 of the PPA;

“Trading Licensee” shall mean the Bidder which is an Electricity Trader and submits its Bid on the basis of an exclusive power purchase agreement

executed with the entity developing the generation source from where the power is proposed to be supplied by the Bidder;

SECTION - 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

1.1 The Procurer(s) have authorized Power Company of Karnataka Limited as its Authorized Representative to carry out the bidding process for the selection of Successful Bidder(s) for supply of power under Case-1 Bidding Procedure. Accordingly the Authorized Representative, on behalf of BESCO, HESCO, MESCOM, GESCOM AND CESC, MYSORE (ESCOMS) hereinafter referred to as the Authorized Representative, acting through Sri. N.Lakshman, Additional Director (Projects), Power Company of Karnataka Limited, Room No. 503, 5th Floor, KPTCL Building, Kaveri Bhavan, Bangalore -560 009, which expression shall also include the successors and permitted assigns of the Authorized Representative, hereby invites interested Bidders to participate in the bidding process for the selection of Successful Bidder(s) for procurement of power for medium term through tariff based competitive bidding process under Case – 1 bidding procedure for meeting the base load power requirements of the Procurers on the basis of international competitive bidding in accordance with the “Guidelines for Determination of Tariff by Bidding Process for Procurement of Power by Distribution Licensees” issued by Government of India, Ministry of Power under Section – 63 of the Electricity Act, 2003 and as amended from time to time. The responsibility of the Successful Bidder(s) shall be to supply power to the Procurer(s) as per the terms and conditions of the RFP Documents.

1.2 The Procurer/ Authorized Representative propose to select the Bidder(s) having the prescribed qualifications and whose Quoted Tariff is determined to be acceptable as per the provisions of Clause 3.5 to become Seller(s). The Seller(s) shall supply power to the Procurer(s) pursuant to and as per the terms and conditions of the PPA to be signed between the Procurer(s) and the Seller. The Procurer(s) shall pay to the Seller(s), the Quoted Tariff of the Successful Bidder(s) which has been adopted by the Karnataka Electricity Regulatory Commission as per the terms and conditions of the PPA.

1.3 Power Procurement

1.3.1 Scope

This bidding process is being carried out under Case – 1 bidding procedure as mentioned in the Bidding Guidelines, according to which the Bidder is free to choose any power generation source, any power generation technology and fuel type for supply of power. Further, all Bidders shall indicate the source of power generation from where the Contracted Capacity would be delivered and the type of fuel which shall be used. Supply of power is permitted from operational power

plants or from power plants proposed to be commissioned on or before the Scheduled Delivery Date, subject to availability of reliable power over the term of the PPA.

Brief scope of power procurement is given as under:

Sr. No	Scope	Details
1.	Contract Period (in years)	(a) 23 months commencing from <u>1st August 2013 to 30th June 2015</u>
2.	Requisitioned Capacity (MW)	1500 MW for base load supply of power. During the evaluation of Bids and based on the competitiveness of the bid process, the Procurer/Authorized Representative retains the right to increase or decrease the Requisitioned Capacity by a quantum of twenty percent (20%) of the quantum indicated herein.
3.	Minimum Bid Capacity at Interconnection Point through out the Contract Period	50 MW for Generators located outside Karnataka State from a single Generation Source. AND 10 MW for Generators located in Karnataka State from a single Generation Source.
4.	Load Requirement	Base Load
5.	Duration of Power Procurement	<i>Round the Clock on Firm Basis over the Contract Period</i>
6.	Scheduled Delivery Date	<u>1st August 2013.</u>
7.	Interconnection Point	Bidders shall submit their Quoted Tariff at the Interconnection Point and specify the same in the Financial Bid as per Format 4.10 of this RFP; The PPA shall be signed between the Successful Bidder / Project Company and the Procurer(s) for the Contracted Capacity at the Interconnection Point.
8.	Injection Point	Bidders shall specify in their Financial Bid, the Injection Point nearest to their generation source which shall be used for evaluation purpose.;
		<ul style="list-style-type: none"> In case of Injection Point being a CTU Interface, applicable transmission charges and transmission losses up to the Delivery Point shall be considered along with the Quoted

Sr. No	Scope	Details
		<p>Tariff for evaluation. The transmission charges for any intrastate transmission link connecting the Interconnection Point to the Injection Point shall be borne by the Seller and no transmission charges for such intrastate transmission link shall be payable by the Procurer(s). However percentage loss level of such intrastate transmission link shall be specified by the Bidder in its Financial Bid and shall be considered for evaluation.</p> <ul style="list-style-type: none"> • In case of Injection Point being a Delivery Point, no transmission charges or losses shall be considered for evaluation.
9.	Transmission Losses	The transmission losses from the Interconnection Point to the Delivery Point shall be borne by the Procurer(s).
10.	Arranging Transmission Access	<p>Seller(s) shall be responsible for arranging transmission access from the Injection Point to the Delivery Point. Such arrangement shall be as per the regulations specified by the Appropriate Commission, as amended from time to time.</p> <p>The Sellers(s) shall initiate action for development of the requisite transmission system from Injection Point to the Delivery Point by co-coordinating with the CTU and concerned STU in accordance with the relevant regulations of the Appropriate Commission.</p> <p>➤ The Seller shall be wholly responsible to arrange transmission access from the Interconnection Point to the Injection Point.</p> <p>Seller shall apply for medium term open access for full quantity of LOI within 7 days of fax/Email copy of LOI from PCKL/ESCOM or date of signing of PPA whichever is later upto end of Contract Period, failing which , CPG shall be forfeited.</p> <p>The Procurer(s) shall be wholly responsible to arrange transmission access from the station switchyard of the generation source in case of the generating source being in the same state as that of the Procurer(s).</p> <p>In case, granted capacity under MTOA is revised/relinquished by seller without the</p>

Sr. No	Scope	Details
		permission of procurer(s), then compensation is payable as per schedule 4 of PPA for the difference between the granted MTOA quantum and revised MTOA quantum.
11.	Transmission Charges	<p>“For transmission of power from the Injection Point to the Delivery Point, the Seller(s) shall be responsible to enter into a commercial arrangement with the CTU/STU, as the case may be, to bear the transmission charges as notified by the CERC/SERC, as the case may be, from time to time. Further, the Seller(s) shall then claim the reimbursement of such Transmission Charges from the Procurer(s).”</p> <p>Transmission Charges, if any, for transmitting power from the Interconnection Point to the Injection Point shall be borne by the Seller and shall not be reimbursed by the Procurer(s).</p>

1.3.2 Evacuation of Power

The responsibility for evacuation of power beyond the Delivery Point will be of the Procurer(s), who shall ensure the interconnectivity of STU Interface(s) for evacuation of power.

1.3.3 Allocation of Requisitioned Capacity

The tentative allocation of Requisitioned Capacity amongst the Procurers is as per the following table.

Name of the Procurer	Percentage of Requisitioned Capacity (%)
BESCOM	70.62%
HESCOM	5.54%
GESCOM	16.21%
CESC, Mysore	1.16%
MESCOM	6.47%
Total	100%

The Authorized Representative reserves the right to modify the above allocation among the Procurers as notified by Government of Karnataka from time to time.

The total Contracted Capacity of the Successful Bidder(s) shall be allocated and apportioned to the Procurers in the same proportion as mentioned above.

1.3.4 deleted;

1.3.5 In accordance with Para 3.1 (i) of the Bidding Guidelines, the Procurer/ Authorized Representative has already sent an intimation to the Appropriate Commission about the initiation of the bidding process.

SECTION - 2

INFORMATION AND INSTRUCTIONS FOR BIDDERS

SECTION – 2

2. INFORMATION AND INSTRUCTIONS FOR BIDDERS

2.1 Qualification Requirements

2.1.1 A bidding company can be a generation company, a transmission licensee (owning generation facilities), a distribution company, a Trading Licensee or any other corporate entity which is willing to participate in the bidding process for providing supply of power to the Procurer(s).

Minimum Bid capacity at Interconnection Point: 50 MW for Generators located outside Karnataka State from a single Generation Source, and 10 MW for Generators located in Karnataka State from a single Generation Source.

2.1.2 The Bidder must fulfill the following Qualification Requirements specified in Clause 2.1.2.2:

2.1.2.1 deleted

2.1.2.2 Consents, Clearances and Permits: In case the Bidder is a Trading Licensee, the Bidder shall submit documentary evidence with regards to Trading License from Central Electricity Regulatory Commission/Karnataka Electricity Regulatory Commission. It shall have executed exclusive power purchase agreement(s) for the quantity of power offered in its Bid and shall provide a copy of the Trading License along with the copy of the Agreement entered into with the Generator from whom the Bidder intends to supply power. , The Bidder shall ensure that the entity developing the power station has obtained such Consents, Clearances and Permits and the Bidder shall submit documentary evidence regarding the same in its Bid:

If the identified generation source is an existing power station, the Bidder shall submit the documentary evidence regarding commissioning of the power station by competent authority

The documentary evidence as per Format 4.6 (B) shall be duly certified by Managing Director / Chief Executive Officer / Director/Manager, being a full time director on the Board of the Company in support of the above Consents, Clearances and Permits and other requirements.

2.1.2.3 deleted.

2.1.2.4 The Bidder shall undertake (as per Format 4.7) not to submit any other bid, on the basis of the same generation source and quantum of power

from such source as mentioned in its Bid, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, which ever is earlier subject to a maximum period of Ninety (90) days from the Bid Deadline. If the Bidder is a Trading Licensee, it shall undertake (as per Format 4.7) not to submit any bid, on the basis of power purchase agreement submitted along with its Bid for the same quantum of power and generation source specified therein, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, which ever is earlier subject to a maximum of period of Ninety (90) days from the Bid Deadline.

Bidders shall furnish the undertaking as per Format 4.7, duly certified by Managing Director / Chief Executive Officer / Director/Manager, being a full time director on the Board of the Company.

2.1.3 deleted.

2.1.4 deleted.

2.1.5 deleted.

2.1.6 deleted

2.1.7 Notwithstanding anything stated above, the Procurer/ Authorized Representative reserves the right to verify the authenticity of the documents submitted and may request for any additional information / documents. The Procurer/ Authorized Representative reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

2.1.8 (a) If at any stage of the bidding process, any order /ruling is found to have been passed in the **last one (1) year** preceding the Bid Deadline by an Appropriate Commission or a Competent Court of Law against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India, Bids from such Bidders shall be liable to be rejected. All Bidders shall confirm in accordance with Format 4.1 that no such order(s) / ruling(s) have been passed by an Appropriate Commission or a Competent Court of Law against it or its Affiliates.

(b) If the bid security submitted by the Bidder or its Affiliates has been forfeited either partly or wholly in any bid process under Case-1 or Case - 2 bidding procedure in the **last one (1) year** preceding the Bid Deadline, the Bids of such Bidders shall be liable for rejection. The Bidder shall confirm in accordance with Format 4.1 that the bid security submitted by the Bidder or its Affiliates has not been forfeited.

Provided that this clause of disqualification shall be applicable with regard to Bids submitted after the issuance of Standard Bid Document - Case 1 on 27.03.2009.

Provided further that after Bid Deadline, if any such ruling is passed against any Bidder or its Affiliates for its material breach of any contract for supply of power having duration of contract in excess of one (1) year to any licensee in India or bid security mentioned at 2.1.8 (b) above is forfeited, at any time prior to issuance of Lol, the Bid of such Bidder shall be liable to be rejected and the consequences of clause 2.5 (b) shall apply.

It shall be the responsibility of the Bidder to inform the Procurers/ Authorised Representative regarding the passing of such order or forfeiture of bid security, failing which consequences of clause 2.5(a) shall apply.

- 2.1.9 The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.2 Submission of Bid by the Bidder

- 2.2.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in Section 4 (Formats for RFP) of this document.

2.2.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized person of the Bidder.

- 2.2.3 The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements to the satisfaction of the Procurer/ Authorized Representative.

2.2.4 deleted

2.2.4.1 deleted.

2.2.4.2 deleted.

2.2.4.3 deleted

2.2.4.4 deleted

2.2.5 **Bid submitted by a Bidding Company**

2.2.5.1 The Bidding Company should designate one person to represent the Bidding Company in its dealings with the Procurer / Authorized Representative. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid etc. The Bidding Company should submit, along with Bid, Letter of Authorization in original (as per Format 4.2 (a)), authorizing the person of the Bid.

2.2.6 **Clarifications and Pre-bid Meeting**

2.2.6.1 The Procurer / Authorized Representative will not enter into any correspondence with the Bidders, except to furnish clarifications on the RFP and RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP and RFP Documents in writing, through a letter or by fax (and also soft copy by e-mail) to reach the Procurer / Authorized Representative at the address, date and time mentioned in Clause 2.8. For any such clarifications or amendments, the Bidder should adhere to the Format 5.6 of the RFP. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought in accordance with this Clause 2.2.6..

2.2.6.2 The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Clause 2.8 , or any such other date as notified by the Procurer / Authorized Representative. The time and venue of such meeting would be intimated at a later stage, if required.

2.2.6.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders as per the provisions of Clause 2.2.6.1.

2.2.6.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.2.6.5 The Procurer/ Authorized Representative is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

2.2.7 The draft of the PPA as per Format 5.5 Enclosure -1 has been attached to this RFP;

Upon finalization of the RFP Documents after the amendments as envisaged in Clause 2.3, the Authorised Representative shall initial all the pages of the PPA and the other RFP Documents and deliver copies of the same to the Bidders at least Seven (7) days prior to the Bid Deadline.

The RFP Documents shall be signed in required number of originals so as to ensure that one original is retained by each party to the agreement(s).

2.2.8 deleted

2.2.8.1 deleted.

2.2.8.2 The Bidder shall execute the RFP Documents and be responsible for supply of power to the Procurer(s) as per the provisions of the PPA.

2.2.9 Within Seven (7) days of the issue of the Letter of Intent, the Successful Bidder shall:

- a. Provide a valid Contract Performance Guarantee as per the provisions of Clause 2.13 of this RFP; and thereafter.
- b. Execute the PPA in required number of originals so as to ensure that one original is retained by each party to the agreement(s).

Provided that, if for any reason attributable to the Procurer(s), the above activities are not completed by the Successful Bidder(s) within the above period of Seven (7) days of the issue of Letter of Intent as mentioned in this Clause, such period of Seven (7) days shall be extended, on a day for day basis till the end of the Bid validity period. If the generation source of the Successful Bidder is in the same state as that of the Procurer or the Successful Bidder intends to connect its generation source to the STU Interface through a dedicated transmission line, then within Seven (7) days of the issue of the Letter of Intent, the Procurer(s) and the Successful Bidder shall be jointly responsible for agreement on the Delivery Point(s) for supplying power to the Procurer(s) and for incorporating the same in the PPA.

2.2.10 All stamp duties payable for executing the RFP Documents shall be borne by the Successful Bidder. The processing fee payable, if any to the Karnataka Electricity Regulatory commission for approval of the PPA shall be borne by the Successful Bidder.

2.2.11 If the Successful Bidder(s) fails or refuses to comply with any of its obligations under Clause 2.2.9, and provided that the Procurer (s) and / or other parties to the respective RFP Documents are willing to

execute the said documents, such failure or refusal on the part of the Successful Bidder shall constitute sufficient grounds for cancellation of the Letter of Intent. In such cases, the Procurer/ Authorized Representative shall be entitled to forfeit the Bid Security of the Successful Bidder(s).

2.3 Amendment of RFP

2.3.1 The Procurer/ Authorized Representative, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines specified in Clause 2.8.2, by issuance of addendum / modification / errata and / or a revised document. Revisions or amendments in the Bidding Guidelines may cause the Procurer/ Authorized Representative to modify, amend or supplement this RFP, including the RFP Documents to be in conformance with the Bidding Guidelines. Such document shall be notified in writing through a letter or fax or e-mail to all the entities to which the RFP has been issued and shall be binding on them. Such documents shall also be made available on the same website, www.kptcl.com and www.pckl.co.in. The Procurer/Authorized Representative shall not be responsible for any delay in receipt of the addendum / modification / errata and / or revised document and receipt of the same by the Bidders shall be presumed by the Procurer(s) upon taking all reasonable steps to notify the Bidders in accordance with the means mentioned in the preceding sentence. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, the Procurer/ Authorized Representative may, at its discretion, extend the Bid Deadline. Late receipt of any addendum / modification / errata and / or revised document will not relieve the Bidder from being bound by that modification or the Bid Deadline. All such amendments/modifications shall be issued at least Four (4) days prior to the Bid Deadline. No further clarifications shall be entertained.

2.3.2 deleted.

2.4 Bidding Process

2.4.1 Bid Formats

2.4.1.1 The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 2.10. The Bid shall comprise of the following:

(A) Envelope I – Non- Financial Bid comprising of:

- i. Covering Letter as per prescribed Format 4.1
- ii. Letter of authorisation issued by the Bidding Company in favor of the authorized person signing the Bid, in the form attached hereto as Format 4.2;
- iii. Details for meeting Qualification Requirement as per the prescribed Format 4.6 along with documentary evidence for the same as specified in Clause 2.1
- iv. Bidders' Undertaking as per the prescribed Format 4.7 (A);
- v. Bid Security (EMD) of **Rs. 20,000/- (Rupees. Twenty Thousand only)** per MW in the form of Crossed Demand Draft of any Nationalized Bank/Scheduled bank drawn in favour of Additional Director (Projects), PCKL, payable at Bangalore as a security deposit (EMD) .
- vi. A non-refundable tender fee of **Rs. 30,000/- (Rupees Thirty Thousand only/-) (inclusive of VAT)** drawn in favour of Additional Director (Projects), PCKL, Bangalore.
- vii Check list for Bid Submission requirements as prescribed in Format 4.11
- viii. Disclosure as per Format 4.12 regarding participation of any related companies in this bidding process;
- ix. Details of generation source and Quantum as prescribed in Format 4.13;
- x. Initialed RFP Documents as per Format 5.5.

(B) Envelope II – Financial Bid as per Format 4.10

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid as per the prescribed Format 4.10, duly signed by an authorized person.

- i. The Bidder shall submit their Quoted Tariff at the Interconnection Point for the period commencing from **1st August 2013 to 30th June 2015** and shall specify the same in its Financial Bid as prescribed in Format 4.10 of this RFP;
- ii. More than one Bid can be submitted by the Bidder for supply of power provided that not more than one Bid from a Bidder is from the

- same generation source . For these purposes, more than one unit at the same plant location but using different fuel/different fuel source shall be considered as the same generation source.
- iii. The Bidder may quote for any quantum of power up to the Requisitioned Capacity for the term of the PPA , subject to the Minimum Bid Capacity.
 - iv. The Quoted Tariff, as in Format 4.10 shall be an all inclusive Tariff up to the Interconnection Point and no exclusions shall be allowed. The Bidder shall take into account all costs including capital and operating costs, statutory taxes, levies, duties while quoting such Tariff. It shall also include any applicable transmission costs and Transmission losses from the generation source up to the Interconnection Point. Availability of the inputs necessary for supply of power shall be ensured by the Seller and all costs involved in procuring the inputs (including statutory taxes, duties, levies thereof) at the plant location must be reflected in the Quoted Tariff. Appropriate transmission charges from the Injection Point to the Delivery Point as per Format 5.10 and Transmission losses from Interconnection Point to the Delivery Point as per Format 5.11 shall be added for Bid evaluation purpose.

2.4.1.2 Commencement of Supply of Power to Procurer(s)

The Seller shall at all times be responsible, at its own cost and risk for the commencement of supply power to the Procurer(s) as per the terms of the PPA.

- #### 2.4.1.3
- Wherever information has been sought in specified formats, the Bidders shall furnish the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

2.5 The Bidder should note that:

- (a) If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Procurer/ Authorized Representative reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.
- (b) If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, the Procurer/ Authorized Representative may:

- i. Consider the next lowest Financial Bid from other than the Successful Bidder(s) whose Bids are responsive and valid; or
 - ii. Annul the bid process; or
 - iii. Take any such measure as may be deemed fit in the sole discretion of the Procurer/ Authorized Representative, as applicable.
- (c) The Procurer/ Authorized Representative reserves the right to accept the offer of the Bidder for any quantum of power up to the quantum offered by it, subject to the Minimum Bid Capacity, and considering the balance Requisitioned Capacity (after considering the quantum of power offered by Successful Bidder(s) in Clause 3.5.3).
- (d) Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the Procurer/ Authorized Representative and shall not be returned to the Bidders;
- (e) Language of the Bid shall be English only;
- (f) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter as per Format 4.1;
- (g) The Procurer/ Authorized Representative may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the Procurer/ Authorized Representative.
- (h) Non submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of the Procurer/ Authorized Representative of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- (i) The Procurer/ Authorized Representative may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary
- (j) The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to the Procurer / Authorized Representative at the address provided in para 11 of the notification to this RFP

immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of this RFP or from the date on which it was made available on www.kptcl.com and www.pckl.co.in , it shall be considered that the issued document, complete in all respects, has been received by the Bidder.

- (k) This RFP document includes statements, which reflect the various assumptions arrived at by the Procurer/ Authorized Representative in order to give a reflection of the current status in the RFP. These assumptions may not be entirely relied upon by the Bidders in making their own assessments. This RFP does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

2.6 Bidder to inform itself fully

- 2.6.1 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.
- 2.6.2 The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India. Information regarding grid parameters such as voltage and frequency is readily available on the websites of Regional Load Dispatch Centres. The protection trip setting of the generation on under frequency df/dt and defense plan are coordinated at the RPC forum in consultation with all stakeholders duly taking into account the design parameters of the various machines.

In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, the Foreign Exchange Management Act

1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Procurer/ Authorized Representative shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

2.6.3 The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Procurer(s). The Procurer(s) shall have no liability to obtain any of the Consents, Clearances and Permits required for setting up of the generation facilities and/ or supply of power.

2.7 Minimum Equity holding/Equity Lock-In ~~deleted~~

2.7.1 ~~deleted~~

2.7.2 ~~deleted.~~

2.7.3 ~~deleted~~

2.7.4 ~~deleted~~

2.7.5 ~~deleted.~~

2.7.6 ~~deleted~~

2.7.7 ~~deleted.~~

2.7.8 ~~deleted.~~

2.8 Due Dates

2.8.1 The Bidders should submit the Bids so as to reach the address specified below by **12 Noon on 24.12.2012.**

ADDITIONAL DIRECTOR (PROJECTS)
POWER COMPANY OF KARNATAKA LIMITED,
ROOM NO. 503, 5TH FLOOR, KPTCL BUILDING,
KAVERI BHAVAN, BANGALORE - 560 009

2.8.2 The following shall be the time schedule for completion of the bidding process

Event	Schedule
<u>Issue of RFP Documents</u>	04 th December 2012
Last date for receipt of written clarification/amendments if any, on the RFP Documents from the Bidders.	10 th December 2012
Pre-Bid Meeting(s) (if required) at 3 rd Floor, Conference Hall, KPTCL Building, Kaveri Bhavan, Bangalore-09	12 th December 2012 at 11 A.M
Bid submission	24 th December 2012 at 12 Noon
Opening of Non Financial Bids at 3 rd Floor, Conference Hall, KPTCL Building, Kaveri Bhavan, Bangalore-09	24 th December 2012 at 03.00 PM
Opening of Financial Bid of Qualified Bidders at 3 rd Floor, Conference Hall, KPTCL Building, Kaveri Bhavan, Bangalore-09	28 th December 2012 at 03.00 PM
Short-listing of Successful Bidder(s) and issue of LOI	10 th January 2013
Signing of PPA	16 th January 2013

2.8.3 The duration for a Bid process shall not exceed a maximum duration of 195 days, irrespective of any modification/ amendment to the RFP and/or RFP Documents. In the event that the Bid process has not been completed in such time limit, the Procurer/ Authorized Representative shall obtain approval from the Appropriate Commission for extension or the cancellation of the same.

2.9 Validity of the Bid

2.9.1 The Bidder shall submit the Bid which shall remain valid up to Ninety (90) days after the Bid Deadline ("**Bid Validity**"). The Procurer/ Authorized

Representative reserve the right to reject any Bid which does not meet the aforementioned validity requirement.

2.9.2 The Procurer/ Authorized Representative may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the Procurer/ Authorized Representative, the Procurer/ Authorized Representative shall not be entitled to invoke the Bid Security (EMD). A Bidder accepting the Procurer/ Authorized Representative request for validity extension shall not be permitted to modify its Bid as requested by the Procurer/ Authorized Representative and further undertake not to participate in any bid process as per Clause 2.1.2.4 within seven (7) days of such request, failing which the Bid shall not be considered as valid.

2.10 Method of Submission

2.10.1 Bids are to be submitted in a single closed cover envelope (as mentioned in Clause 2.10.2) containing Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) each one duly closed separately. Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) should be transcript in the following way;

Envelope I (Non-Financial Bid)

superscript -

"Bid for selection of Seller(s) for procurement of **1500 MW** RTC firm power from **1st August 2013 to 30th June 2015**

Name of the Bidder -

.....

Due for opening on

Envelope I: Non Financial Bid"

Envelope II (Financial Bid)

superscript -

"Bid for selection of Seller(s) for procurement of **1500 MW** RTC firm power from **1st August 2013 to 30th June 2015**

Name of the Bidder

.....

Due for opening on:

Envelope II: Financial Bid "

2.10.2 Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) (mentioned in Clause 2.10.1 for the Bid to be submitted by Bidders should be packed in a single closed cover envelope, with the following superscript:

“Bid for selection of Seller(s) for procurement of **1500 MW** RTC firm power from **1st August 2013 to 30th June 2015**”.

Due for opening on _____ [*Insert date of opening of Non-Financial Bid*]

Additional Director (Projects), Power Company of Karnataka Limited,
Room No. 503, 5th Floor, KPTCL Building, Kaveri Bhavan, Bangalore -560
009

“Name of the Bidder”
[*Insert name of Bidder*]

2.10.3 The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach the Procurer/ Authorized Representative by the Bid Deadline. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. The Procurer/ Authorized Representative shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened.

2.10.4 It may be noted that Non-Financial Bid (Envelope I) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, the Procurer/ Authorized Representative shall not be responsible for premature opening of the Financial Bid.

2.10.5 All pages of the Bid, , and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized person on behalf of the Bidder. It is clarified that the same authorized person shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized person at least on the first and last page of such document.

2.10.6 Bidders shall submit the Bid one (1) original plus one (1) copy, duly signed by the authorized person of the Bidder. The original Bid shall be clearly marked “ORIGINAL”, and all other copies are to be clearly marked “COPY OF BID”. In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.

2.10.7 No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the Procurer/ Authorized Representative as per Clause 2.5(g).

Provided that a Bidder shall always have the right to withdraw or modify its Bid before the Bid Deadline. In cases where the Bid is withdrawn by the Bidder before the Bid Deadline, then such Bid shall be returned unopened.

2.10.8 If the outer cover envelope or Envelope I (Non-Financial Bid) or Envelope II (Financial Bid) is not closed and not transcribed as per the specified requirement, the Procurer/ Authorized Representative will assume no responsibility for the Bid's misplacement or premature opening.

2.11 Preparation Cost

2.11.1 The Bidder shall be responsible for all the costs associated with the preparation of the Bid and participation in discussions and attending Pre-bid meetings, and finalization and execution of the RFP Documents, etc., the Procurer/ Authorized Representative shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Bid process.

2.11.2 The RFP and RFP Documents can be downloaded from www.kptcl.com and www.pckl.co.in. However, in such case the Bidder can submit the Bid only on submission of (i) DD for non refundable Tender fee for **Rs. 30,000/- (Rupees. Thirty Thousand)** (inclusive of VAT) (ii) Bid Security (EMD) for Rs. 20,000/- (Rupees. Twenty Thousand only) per MW.

2.12 Bid Security (EMD)

2.12.1 Each Bidder shall submit the Bid accompanied by Demand Draft for Rs. 20,000/- (Rupees. Twenty Thousand only) per MW in the form of Crossed Demand Draft of any Nationalized Bank/Scheduled bank drawn in favour of Additional Director (Projects), PCKL, payable at Bangalore as a security deposit (EMD) .

2.12.2 The Bid Security, shall be forfeited by the Procurer/ Authorized Representative, without any notice, demure, or any other legal process upon occurrence of any of the following:

- Failure to furnish the Contract Performance Guarantee as per Clause

- 2.13; or
 - Failure to execute the RFP Documents subject to the provisions of Clause 2.2.11; or
 - Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.5.
- 2.12.3 The Bid Security of all Bidders, whose Bids are declared non-responsive, shall be returned and released by the Procurer/ Authorized Representative within thirty (30) days after the date on which the Financial Bids are opened.
- 2.12.4 The Bid Security (EMD) of all unsuccessful Bidders shall be returned by the Procurer/ Authorized Representative within a period of thirty (30) days of the occurrence of the earlier of the following
- a) submission of the Contract Performance Guarantee as per Clause 2.13 of the RFP and the execution of the RFP Documents (as applicable) by the Successful Bidder(s); or
 - b) Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders; or
- 2.12.5 The Bid Security (EMD) of all Bidders shall be returned by the Procurer/ Authorized Representative within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by the Procurer/Authorised Representative.
- 2.12.6 The Bid Security (EMD) of the Successful Bidder(s) shall be returned on the submission of Contract Performance Guarantee as per Clause 2.13 of the RFP and the provisions of the PPA.

2.13 Contract Performance Guarantee (CPG)

2.13.1 Within Seven (7) days of issue of Letter of Intent, the Successful Bidder(s) either on his/their own behalf or on behalf of the Seller, shall provide *separately to each of the Procurers*, the Contract Performance Guarantee calculated on the basis of **Rs. 7.50 lakhs/MW** of the total Contracted Capacity of the Successful Bidder and as prescribed in Format 5.7. *"In case of joint procurement, the CPG provided to the Procurers shall be allocated in proportion to their respective Contracted Capacity..* The Contract Performance Guarantee shall be initially valid for a period of three (3) months after the Scheduled Delivery Date and thereafter shall be dealt with in accordance with the provisions of the PPA. The Contract Performance Guarantee shall be issued by any of the banks.

2.13.2 In case the Successful Bidder is unable to obtain the Contract Performance Guarantee for the total amount from any one Nationalized bank, the Successful Bidder may obtain the same from not more than three (3) Nationalized banks.

2.13.3 Non submission of the CPG by the Successful Bidder(s) as per the provisions of Clause 2.13 may lead to the invocation of the Bid Security, cancellation of the Letter of Intent of such Successful Bidder(s) by the Procurer/ Authorized Representative, and thereafter, the provisions of Clause 2.5 (b) shall be applicable.

2.13.4 deleted.

2.13.5 deleted.

2.13.6 deleted.

2.14 Opening of Bids

2.14.1 Envelope I (Non-Financial Bid) and Envelope II (Financial Bid) shall be opened as per the following time schedule and at the venue where the Bids are required to be submitted, as specified in Clause 2.8, in the presence of one representative from each of such Bidders who wish to be present:

Opening of Envelope I (Non-Financial Bid): at 03.00 PM (IST) on **24th December 2012**

Opening of Envelope II (Financial Bid): at 03.00 PM (IST) on **28th December 2012**

or such other dates as may be intimated by the Procurer/ Authorized Representative to the Bidders.

In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.

2.14.2 The following information from each Bid shall be read out to all the Bidders at the time of opening of Envelope I (Non-Financial Bid) and Envelope II (Financial Bid):

- Name of the Bidder
- Details of the Bid Security (EMD) and Tender fee (applicable only for Envelope I)
- Quantum of power offered and its source (applicable only for Envelope II)
- Quoted Tariff (applicable only for Envelope II)

2.15 Right to withdraw the RFP and to reject any Bid

2.15.1 This RFP may be withdrawn or cancelled by the Procurer / Authorized Representative at any time without assigning any reasons thereof. The Procurer / Authorized Representative further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

2.16 Enquiries

2.16.1 Written clarifications on the RFP and RFP Documents as per Clause 2.2.6 may be sought from:

Sri. N. Lakhshman, Additional Director (Projects), Power Company of Karnataka Limited, Kaveri Bhavan, KPTCL Building, Bangalore – 560 009.

Telephone: 94484 - 00133
94808 -13533

Fax: 080-22218930

E-mail: ddp_trading@yahoo.com, adp2pckl@gmail.com

2.17 The Procurer / Authorized Representative reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard the Procurer / Authorized Representative shall have no liability towards any Bidder and no Bidder shall have any recourse to the Procurer / Authorized Representative with respect to the selection

process. The Procurer / Authorized Representative shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. The Procurer's/ Authorized Representative's decision in this regard shall be final and binding on the Bidders.

2.18 Confidentiality

2.18.1 The parties undertake to hold in confidence this RFP and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
 - b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
 - c) disclosures required under applicable Law,
- without the prior written consent of the other parties of the concerned agreements.

Provided that the Successful Bidder(s) agrees and acknowledges that any of the Procurers may at any time, disclose the terms and conditions of the RFP and RFP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

2.19 Fraudulent and Corrupt Practices

2.19.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LOI. Notwithstanding anything to the contrary contained herein, or in the LOI, the Procurer / Authorized Representative shall reject a Bid, withdraw the LOI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Procurer / Authorized Representative shall forfeit the Bid Security, without prejudice to any other right or remedy that may be available to the Procurer / Authorized Representative hereunder or otherwise.

2.19.2 Without prejudice to the rights of the Procurer / Authorized Representative under Clause 2.19 hereinabove and the rights and remedies which the Procurer / Authorized Representative may have under the LOI, if a Bidder is found by the Procurer / Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the

Bid process, or after the issue of the LOI, such Bidder shall not be eligible to participate in any tender or RFP issued by the Procurer / Authorized Representative, during a period of two (2) years from the date such Bidder is found by the Procurer / Authorized Representative to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.19.3 For the purposes of this Clause 2.19, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Procurer / Authorized Representative who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LOI or has dealt with matters concerning the PPA or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Procurer/Authorized Representative, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LOI or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the project or the LOI or the PPA, who at any time has been or is a legal, financial or technical adviser of the Procurer / Authorized Representative in relation to any matter concerning the Project;

(b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

(d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Procurer/Authorized Representative with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;

SECTION - 3

EVALUATION CRITERIA

SECTION 3

3. EVALUATION CRITERIA

3.1 Bid Evaluation

The evaluation process comprises the following four steps:

- Step I – Responsiveness check of Non Financial Bid
- Step II – Evaluation of Bidder's fulfillment of Qualification Requirements as per Clause 2.1
- Step III - Evaluation of Financial Bid
- Step IV – Successful Bidder(s) selection

3.2STEP I – Responsiveness check of Non Financial Bid

The Non Financial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Subject to Clause 2.5 (g), any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of Procurer / Authorized Representative:

- Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, Letter of Authorisation , applicable undertakings, format for disclosure, details of Bid Security (EMD).;
- Bid not accompanied by DD's for EMD and non-refundable Tender fee.
- Bid not signed by authorized person and / or stamped in the manner indicated in this RFP;
- Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;
- Information not submitted in the formats specified in this RFP;
- A Bidder submitting more than one Bid from the same generation source
- Bid validity being less than that required as per Clause 2.9 of this RFP;
- Bid being conditional in nature;
- Bid not received by the Bid Deadline;
- Bid having Conflict of Interest;
- Bidder delaying in submission of additional information or clarifications sought by Procurer/ Authorized Representative as applicable;
- Bidder makes any misrepresentation as specified in Clause 2.5.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's

fulfillment of Qualification Requirement is taken up. Format 4.11 shall be used to check whether each Bidder meets the stipulated requirements.

3.3 STEP II– Evaluation of Bidder’s fulfillment of Qualification Requirements

3.3.1 Evaluation of Bidder’s Qualification will be carried out based on the information furnished by the Bidder as per the prescribed Format 4.6 and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 2.1. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

3.4 Step III - Evaluation of Financial Bid

3.4.1 Financial Bids (Envelope II) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, as per the timelines indicated in Clause 2.14, or such other date as may be intimated by Procurer/ Authorized Representative to the Bidders. The evaluation of Financial Bid shall be carried out based on the information furnished in Envelope II (Financial Bid).

Provided however, in case Envelope II of only one Qualified Bidder OR two Qualified Bidders having any affiliate company or companies of the Procurer(s) remain(s) after the responsiveness check (Step I), the Envelope II of such Bidder(s) shall not be opened and the matter shall be referred to Appropriate Commission and the selection of the Successful Bidder shall then be at the sole discretion of the Appropriate Commission.

3.4.2 The Financial Bids submitted by the Bidders shall be scrutinized to ensure conformity with the provisions of Clause 2.4.1.1 (B) of this RFP. Any Bid not meeting any of the requirements as per Clause 2.4.1.1 (B) of this RFP may cause the Bid to be considered “Non-responsive” at the sole decision of the Procurer/ Authorized Representative. Financial Bid not in conformity with the requirement of Sl. No. (iii) of Clause 2.4.1.1 (B) of this RFP shall be rejected.

3.4.3 The Bidders shall quote single tariff for the entire period commencing from **1st August 2013 to 30th June 2015** as specified in Format 4.10.

3.4.4 deleted

3.4.5 Applicable transmission charges shall be added to Quoted Tariff as described below.

3.4.6 Transmission Charges (POC Charges)

The Injection Point specified by the Bidder in its Financial Bid shall be used to add the applicable transmission charges.

- a) In case of Injection Point being a CTU Interface, applicable transmission charges of injection State (Generator/Home State injection POC charges) and Karnataka withdrawal POC charges as specified by CERC vide notification dated 30.11.2012 and as amended from time to time, as specified in Format 5.10 from such CTU Interface up to the Delivery Point shall be added to the Quoted Tariff.
- b) Transmission Charges, if any, for transmitting power from the Interconnection Point to the Injection Point shall be borne by the Seller and no transmission charges for such intrastate transmission link shall neither be added for evaluation nor shall be payable by the Procurer(s) during the term of the PPA.
- c) In case of Injection Point being a Delivery Point, no transmission charges shall be added.

[Note: Procurer(s) to note that in case of transmission charge matrix being given on Rs./MW/day basis, appropriate conversion of transmission charges on per kWh based on Normative Availability shall be carried out before adding up the same for evaluation purpose]

3.4.7 Transmission Loss (POC Loss)

The Quoted Tariffs (Rs./kWh) of each of the Bidders for the term of the PPA, calculated after adding applicable transmission charges (POC Rates), shall then be adjusted for the applicable transmission losses in the following manner:

Adjusted Quoted Tariff (in Rs/ kWh) = Quoted Tariff (in Rs/ kWh after adding applicable transmission charges) * Aggregate Adjustment Factor (AAF):

where,

Aggregate Adjustment Factor (AAF) = (AF)1 * (AF)2 * (AF)3 and

Adjustment Factor (AF) 1 = 1 / ((1-applicable Transmission Loss of STU system (Generator Home State) (in %))/100), if STU system is used to transmit power between Interconnection Point & Injection Point

Adjustment Factor (AF) 2**= 1 / ((1-applicable Transmission Loss of injection zone of the Generator /Home State region corresponding to the respective Tier (in %))/100)

Adjustment Factor (AF) 3** = 1 / ((1-applicable Transmission Loss of Tier-II(Normal) of Southern Region (in %))/100)

The applicable transmission loss (in %) shall comprise of

- a) the transmission loss (in %) for the intrastate transmission link connecting the Interconnection Point to the Injection Point, if applicable and specified by the Bidder in Format 4.10; and
- b) the applicable transmission loss (in %) from the Injection Point to the Delivery Point for the regions involved and as provided in Format 5.11 of this RFP

3.4.8 The Tariff at the Delivery Point shall be evaluated by assuming uniformly for all Bidders that power shall get delivered on the Scheduled Delivery Date.

3.4.9 For the ease of submission and clarity of Bidders, the methodology of computation of Tariff is presented in the Format 5.9 of this RFP. Bidders are required to go through this illustration carefully and seek clarifications if required.

3.5STEP IV – Successful Bidder(s) Selection

3.5.1 Bids qualifying in Step III shall only be evaluated in this stage.

- 3.5.2 The Tariff calculated as per Clause 3.4.7 for all Financial Bids of Qualified Bidders shall be ranked from the lowest to the highest.
- 3.5.3 The Bidder with the lowest Tariff shall be declared as the Successful Bidder for the quantum of power (in MW) offered by such Bidder in its Financial Bid.
- 3.5.4 The selection process of the Successful Bidder as mentioned above in Clause 3.5.3 shall be repeated for all the remaining Financial Bids of Qualified Bidders until the entire Requisitioned Capacity is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.
- 3.5.5 At any step in the process in Clause 3.5.4, in case the Requisitioned Capacity has not been achieved and the offered capacity of the Bidder with the lowest Tariff amongst the remaining Financial Bids is larger than the balance Requisitioned Capacity, any fraction or combination of fractions offered by such Bidder shall be considered for selection, towards meeting the Requisitioned Capacity.
- 3.5.6 The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.
- Provided however in case only one Bidder remains at any step of the selection process and the balance Requisitioned Capacity exceeds the Minimum Bid Capacity, Financial Bid(s) of such Bidder shall be referred to Appropriate Commission and the selection of the Bidder shall then be at the sole discretion of the Appropriate Commission.
- 3.5.7 At any step during the selection of Successful Bidder(s) in accordance with Clauses 3.5.2 to 3.5.6, the Procurer / Authorized Representative reserves the right to increase / decrease the Requisitioned Capacity by up to twenty percent (20%) of the quantum indicated in Clause 1.3.1 to achieve the balance Requisitioned Capacity and select the Successful Bidder with the lowest Tariff amongst the remaining Bids. Any increase / decrease in the Requisitioned Capacity exceeding twenty percent (20%) of the quantum in Clause 1.3.1, can be made only with the approval of the Appropriate Commission.
- 3.5.8 The Letter(s) of Intent shall be issued to all such Successful Bidder(s) selected as per the provisions of this Clause 3.5.
- 3.5.9 There shall be no negotiation on the Quoted Tariff between the Authorized Representative/ Procurer and the Bidder(s) during the process of evaluation.

- 3.5.10 Each Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, "Accepted Unconditionally", under the signature of the authorized person of the Successful Bidder and return such copy to the Procurer/ Authorized Representative within seven (7) days of issue of LOI.
- 3.5.11 If the Successful Bidder, to whom the Letter of Intent has been issued does not fulfill any of the conditions specified in Clause 2.2.9, the Procurer / Authorized Representative reserves the right to annul the award of the Letter of Intent of such Successful Bidder. Further, in such a case, the provisions of Clause 2.5(b) shall apply.
- 3.5.12 The Procurer / Authorized Representative, in its own discretion, has the right to reject all Bids if the Quoted Tariff are not aligned to the prevailing market prices.

SECTION - 4

FORMATS FOR BID SUBMISSION

SECTION – 4

4. FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 2.1 of Section 2 and other Bid submission requirements specified in the RFP.

- i) Format of Covering Letter (Envelope I)
- ii) Format for Qualification Requirement (Envelope I)
- iii) Bid Security (EMD) (Envelope I)
- iv) Non-refundable Tender fee (Envelope I)
- v) Format for Financial Bid (Envelope II)
- vi) Format of checklist for Bid submission requirements (Envelope I)
- vii) Format for Disclosure (Envelope I)
- viii) Details of source of power (Envelope I)

A Bidder may use additional sheets to submit the information for its detailed response.

4.1 Format of Covering Letter

(The covering letter should be on the Letter Head of the Bidder)

Date: _____

From : _____ **(Insert name and address of Bidder)**

Tel.#:

Fax#:

E-mail address#

To

**Additional Director (Projects)
Power Company of Karnataka Limited,
5th Floor, KPTCL Building, Kaveri Bhavan,
Banaglore – 560 009**

Sub: **Bid for supply of power on medium term basis through tariff based competitive bidding process under Case-1 bidding procedure in response to RFP dated 04.12.2012**

Dear Sir,

We, the undersigned [*insert name of the 'Bidder'*] having read, examined and understood in detail the RFP and RFP Documents for supply of power on medium term basis through tariff based competitive bidding process for meeting the requirements of the Procurer(s) hereby submit our Bid comprising of Financial Bid and Non-Financial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the RFP, dated **04.12.2012** [*Insert date in dd/mm/yyyy*] and RFP Documents attached thereto, issued by the Procurer/ Authorized Representative, as amended. In token of our acceptance to the RFP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that the Seller shall execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us.

2. Bid Security (EMD)

We have enclosed a Bid Security (EMD) **of Rs. 20,000/- (Rupees. Twenty Thousand only) per MW** in the form of Demand draft of any Nationalized Bank/Scheduled bank drawn in favour of Additional Director (Projects), PCKL, payable at Bangalore bearing DD no.----- dated from (Insert name of bank) in Format 4.9 in terms of Clause 2.12 of this

RFP. The offered quantum of power by us is MW (Insert total capacity offered)

3. We have submitted our Financial Bid strictly as per Format 4.10 of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the Procurer/ Authorized Representative in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power.

5. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Clause 2.6 of RFP have been fully examined and considered while submitting the Bid.

6. Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company:
Address :
Phone Nos. :
Fax Nos. :
E-mail address:

7. We are enclosing herewith the Non Financial Bid (Envelope I) and Financial Bid (Envelope II) containing duly signed formats, each one duly closed separately, in one (1) original + One (1)] copies (duly attested) as desired by you in the RFP for your consideration.
8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Procurer/ Authorized Representative.

9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of **Ninety (90)** days from the Bid Deadline.
11. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in Clause 2.4.1, of this RFP.
12. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding **one (1)** year from the Bid Deadline for breach of any contract for supply of power having duration of contract in excess of one (1) year and that the bid security submitted by the us or any of our Affiliates has not been forfeited, either partly or wholly, in any bid process under Case-1 or case -2 bidding procedure for procurement of power, in the preceding **one (1)** year from the Bid Deadline to any licensee in India as per the provisions of Clause 2.1.8.

Dated the _____ day of _____ , 20...

Thanking you,
We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Letter of Authorization

4.2 Format for Letter of Authorization

LETTER OF AUTHORISATION (To be on the letterhead of the Bidder)

a) Letter of Authorization to be provided by the Bidder as evidence of authorized person's authority .

Know all men by these presents, We(name and address of the registered office of the Bidding Company or Lead Member of the Bidding Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for supply of power on medium term basis through tariff based competitive bidding process for meeting the requirements of BESCO, HESCO, MESCOM, GESCO AND CESC, MYSORE (ESCOMS) in the country of India in response to the RFP dated **04.12.2012** issued by Power Company of Karnataka Limited, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Procurer/Authorized Representative may require us to submit. Further authorized for making representations to the Power Company of Karnataka Limited and providing information / responses to Power Company of Karnataka Limited, representing us in all matters before Power Company of Karnataka Limited, and generally dealing with Power Company of Karnataka Limited in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said Authorised Person pursuant to this Letter of Authorisation and that all acts, deeds and things done by our aforesaid Authorised Person shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

.....[Insert the name of the executant company]

through the hand of

Mr.

duly authorized by the Principal Officer of the Bidder (where Principal Officer is Managing Director/CEO/Director)

Dated this day of

Accepted

.....
Signature of Authorised Person
(Name, designation and address of the Authorised Person)

WITNESS

1.
(Signature)

Name

Designation.....

2.
(Signature)

Name

Designation.....

b) Power of Attorney to be provided by each of the Members of the Consortium (other than the Lead Member) in favor of the Lead Member - deleted

4.3 Format for the Consortium Agreement – deleted

4.4 Format for Letter of Consent from Consortium Members - deleted

4.5 Format for Bidder's composition and ownership structure – deleted

Annexure A

List of Bankers - deleted

4.6 A : FORMAT FOR QUALIFICATION REQUIREMENT (AS PER CLAUSE 2.1)

To,

**ADDITIONAL DIRECTOR (PROJECTS)
POWER COMPANY OF KARNATAKA LIMITED,
ROOM NO. 503, 5TH FLOOR, KPTCL BUILDING,
KAVERI BHAVAN,
BANGALORE 560 009**

Dear Sir,

Sub: Bid for procurement of power on medium term basis through tariff based competitive bidding process in response to the RFP dated 04.12.2012

We submit our Bid / Bids for the total capacity of MW [Insert total offered capacity in MW; for Bids from multiple Generation Source / Utility, mention sum total of offered capacity across all offers] for which we submit details of our Qualification Requirements. The Minimum Bid capacity at Interconnection Point shall be 50 MW for Generators located outside Karnataka State from a single Generation Source and 10 MW for Generators located in Karnataka State from a single Generation Source.

Generation Source/Utility	Offered Capacity in MW
1	..... MW
2	.....MW
...	
Total of all Generation Sources	.....MW

[Note: Applicable in case of Bidding Company]

Yours faithfully

(Signature and stamp (on each page) of Managing Director /Chief Executive Officer /Manager [refer Notes 1 and 2 below] of Bidding Company/ Member of Consortium)

Name:

Date:

Place:

Please also affix common seal of Bidder

.....

(Signature)

Name:

Designation:

WITNESS:

1.
(Signature)

Name

Designation.....

Date:

2.
(Signature)

Name

Designation.....

Date:

Notes:

1. Managing Director/ Chief Executive Officer, being a full time director on the Board of the Bidding Company/ Member in case of a Consortium.
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as appointed under Section 269 of the Companies Act, for the purpose in question. The Company Secretary shall also certify that the Company does not have a Managing Director or Chief Executive Officer. In case of the Bidding Company/Member being a foreign company, the same shall be signed by a person of equivalent position.

4.6 B FORMAT FOR QUALIFICATION REQUIREMENT (AS PER CLAUSE 2.1)

(This format should be on the Letter Head of the Bidder)

To,
ADDITIONAL DIRECTOR (PROJECTS)
POWER COMPANY OF KARNATAKA LIMITED,
5TH FLOOR, KPTCL BUILDING,
KAVERI BHAVAN,
BANGALORE 560 009

Dear Sir,

Sub: Bid for procurement of power on medium term basis through tariff based competitive bidding process in response to the RFP dated 04.12.2012.

We hereby submit following details/documents in support of meeting the Qualification Requirements prescribed in Clause 2.1.2.2 [In Case the Bidder is a Trading Licensee, the Bidder shall ensure that the entity developing the power station has obtained the Consents, Clearances and Permits and the Bidder shall submit documentary evidence regarding the same in its Bid.]

In case of existing power station: Documentary evidence regarding commissioning of the power station by competent authority.

(Insert in case of Bidder being a Trading Licensee: (Enclose copy attested by the authorized person of the Bid): Copy of the exclusive power purchase agreement executed by the Trading Licensee with the supplier of power along with the Trading License issued by Central Electricity Regulatory Commission/Karnataka Electricity Regulatory Commission.)

Yours faithfully

(Signature and stamp (on each page) of Managing Director /Chief Executive Officer /Manager [refer Notes 1 and 2 below] of Bidding Company/ Member of Consortium)

Name:

Date:

Place:

WITNESS:

1.
(Signature)

Name

Designation.....

Date:

2.
(Signature)

Name

Designation.....

Date:

Notes:

1. Managing Director/ Chief Executive Officer, being a full time director on the Board of the Bidding Company/ Member in case of a Consortium.

2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as appointed under Section 269 of the Companies Act, for the purpose in question. The Company Secretary shall also certify that the Company does not have a Managing Director or Chief Executive Officer. In case of the Bidding Company/Member being a foreign company, the same shall be signed by a person of equivalent position

4.7 Format of Undertaking

(A) Bidder's Undertaking

[On the Letter Head of the Bidding Company/Lead Member of Bidding Consortium]

To,

**ADDITIONAL DIRECTOR (PROJECTS)
POWER COMPANY OF KARNATAKA LIMITED,
ROOM NO. 503, 5TH FLOOR, KPTCL BUILDING,
KAVERI BHAVAN,
BANGALORE 560 009**

Dear Sir,

Sub: **Bidders' Undertakings for Bid for supply of power to Procurer(s) in response to the RFP dated 04.12.2012**

1. We give our unconditional acceptance to the RFP and RFP Documents issued by Procurer/Authorized Representative as a part of the RFP dated **04.12.2012** [*Insert date*], and as amended. We shall ensure that the Seller shall execute such RFP Documents as per the provisions of the RFP.
2. We have submitted our Financial Bid(s) strictly as per Format 4.10 of the RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.
3. We have submitted the Bid on the terms and conditions contained in the RFP.
4. Our Bid (including Financial Bid) is valid up to the period required under Clause 2.9 of the RFP.
5. Our Bid (including Financial Bid) has been duly signed by authorised person and closed in the manner and to the extent indicated in the RFP in requisite format has been enclosed in original with this undertaking.
6. (*Insert in case the Bidder is not a Trading Licensee*) "We undertake that we shall not submit any bid, on the basis of the same generation source and quantum of power from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, which ever is earlier, subject to a maximum of period of **Ninety (90)** days from the Bid Deadline."

(Insert in case the Bidder is a Trading Licensee) “We undertake that we shall not submit any bid, on the basis of power purchase agreement submitted along with our Bid for the same quantum of power and generation source specified therein, for any other bid process till the selection of the Successful Bidder(s) and issue of LOI, or till the termination of the process, which ever is earlier, subject to a maximum of period of Ninety (90) days from the Bid Deadline.

7. (Insert in case the Bidder is a Trading Licensee) We undertake that the power purchase agreement submitted by us as part of the Non Financial Bid is for the exclusive purpose of supplying power to the Procurer(s) under this bid process.
8. We confirm that our Bid meets the following conditions:
 - a) The Scheduled Delivery Date is not later than the date specified in the RFP, subject to the provisions of the PPA.
 - b) The quantum of power offered in our Bid is equal to or greater than the Minimum Bid Capacity and is for the following offered capacity.

Generation Source/Utility	Offered Capacity in MW
1	..... MW
2	.....MW
...	
Total of all Generation Sources	.....MW

9. We confirm that the Financial Bid(s) conform(s) to all the conditions in the RFP including:
 - a) Financial Bid(s) is/are in the prescribed Format 4.10, and is submitted duly signed by the authorised person
 - b) Financial Bid(s) is/are unconditional
10. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.

.....
Signature and name of authorised person in whose name Letter of Authorisation is issued.

Rubber stamp of the Bidder to be affixed.

4.7 (B) -deleted

4.8 Format for Board Resolution - deleted

4.9 Details of Bid Security (EMD)

Bid Security (EMD) of Rs. 20,000/- (Rupees. Twenty Thousand only) per MW in the form of Demand draft of any Nationalized Bank/Scheduled bank drawn in favour of Additional Director (Projects), PCKL, payable at Bangalore bearing DD no.----- dated from (Insert name of bank

4.10 Format for Financial Bid

(To be submitted in sealed Envelope II (Financial Bid))

- **Total capacity of power (in MW) offered by the Bidder: MW (..... MW) [To be inserted both in words and figures].**

Minimum Bid capacity at Interconnection Point shall be 50 MW for Generators located outside Karnataka State from a single Generation Source and 10 MW for Generators located in Karnataka State from a single Generation Source.

	Generation Source/Utility				Total of all Generation Sources/Utility
	1	2	3	4	
Name of the Generation Source/Utility					
Offered Capacity in MW	.....MW	.....MW	.....MW	.....MW	.....MW
Name of the Interconnection Point (To be inserted by the Bidder)					
Name of the Injection Point (To be inserted by the Bidder)**					
Region and State in which the Injection Point is located (To be inserted by the Bidder)					
Whether the STU system be used to transmit power between the Interconnection Point and the Injection Point?: (Insert "Yes" or "No")					
Details of proposed Delivery Point(s).....(To be inserted by the Bidder only in case the generation source of the Bidder is in the same state as that of the Procurer(s) or the Bidder					

intends to connect its generation source to the STU Interface through a dedicated transmission line)					
% Transmission loss in STU system*** (To be inserted by the Bidder only if STU system is involved at Bidder's end)					
Name(s) of the regional ISTS to be involved in transmission of power between the Injection Point and the Delivery Point: (To be inserted by the Bidder)					
Quoted Tariff in Rs/Kwh at Interconnection Point upto three (3) decimals					

The Procurer(s) can contract the total capacity of power offered by the Bidder or any combination of the fractions of the offered total capacity.

** Injection Point would be either a CTU Interface or the Delivery Point, at which the Bidder shall supply power to the Procurer(s)

*** Losses to be considered as mentioned in the relevant tariff orders of the Appropriate Commission as on seven (7) days prior to Bid Deadline.

Signature of authorized Person Name and designation of authorized Person :
.....

Place:
Date:

Instructions:

- a) The Bidder may quote for any quantum of power up to the Requisitioned Capacity for the full contract period but not less than the Minimum Bid Capacity.

- b) The Bidder shall quote tariff at Injection Point, if bidder is supplying power from State Utilities.
- c) All pages of this Format shall be signed by the authorized Person
- d) The Bidder shall not be allowed to submit different Quoted Tariffs for power proposed to be supplied from the same generation source for the entire period commencing from **1st August 2013 to 30th June 2015.**
- e) The contents of this format shall be clearly typed.
- f) The numerical mentioned in this format shall be both in figures and words.

4.11 Format of checklist for submission of Bid

Submission of Bid requirements	Response (Yes/No)
Covering Letter as per Format 4.1 Letter of Authorisation as per Format 4.2 Details of meeting Qualification Requirement. as per Format 4.6 (A) and (B) Documentary evidence for meeting the Qualification Requirement as per Format 4.6 (A) and (B) Bidder's Undertaking as per Format 4.7 (A) Bid Security (EMD) details as per Format 4.9 Non-refundable Tender fee Financial Bid as per Format 4.10 Checklist of submission of Bid as per this Format 4.11 Disclosure as per Format 4.12 Details of source of power and quantum as per Format 4.13 Initialing of all pages of Bid by authorized Person.	

Signature of authorized person

Name and designation of authorized person :

Place:

Date:

4.12 Format for Disclosure

(On the Letter Head of Bidder)

Disclosure

To:

**ADDITIONAL DIRECTOR (PROJECTS)
POWER COMPANY OF KARNATAKA LIMITED,
ROOM NO. 503, 5TH FLOOR, KPTCL BUILDING,
KAVERI BHAVAN,
BANGALORE 560 009**

Sub: Bidders' Disclosure for Bid for supply of power to Procurer(s) in response to the RFP dated **04.12.2012**.

We hereby declare that the following companies with which we have direct or indirect relationship are also separately participating in this bidding process as per following details

Sl. No.	Name of the Company	Relationship
1.		
2.		
3.		

Further we confirm that we don't have any Conflict of Interest with any other Bidder participating in this bid process.

.....
Signature of Chief Executive Officer / Managing Director / Manager

Notes:

1. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the

purpose in question. The Company Secretary shall also certify that the Company does not have a Managing Director or Chief Executive Officer.

3. In case there is no such company please fill in the column "Name of the Company" as Nil and under column of Relationship as "Not Applicable".

4.13 Details of the generation source/Utility

(Note: In case of Bidder being a Trading Licensee, details in this format is to be furnished by the Bidder in relation to the supplier of power with whom the power purchase agreement has been executed by the Trading Licensee)

A. Details of generation sources/Utility (to be furnished by the Bidder)

Sl. No	Particulars	
	Location of power station (Specify place, district and state)	Quantum of power contracted with other purchasers, if any (in MW)
Generation source 1		
Generation source 2		

Signature:
Name:
Designation:
Date:
Place:

.....
Signature of Chief Executive Officer / Managing Director / Manager

Notes:

1. Managing Director/ Chief Executive Officer, being a full time director in the Board of the Bidding Company/ Lead Member in case of a Consortium.
2. In case of Manager, the Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as appointed under Section 269 of the Companies

Act, 1956 for the purpose in question. The Company Secretary shall also certify that the Company does not have a Managing Director or Chief Executive Officer. In case of the Bidding Company/Member being a foreign company, the same shall be signed by a person of equivalent position.

4.14 Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member - deleted.

SECTION - 5

**FORMATS FOR
BIDDER'S INFORMATION
AND REFERENCE**

SECTION 5

5. FORMATS FOR BIDDER'S INFORMATION AND REFERENCE

The following formats and enclosures are provided for Bidder's information and reference and also to provide assistance in preparation of its Bid.

- i. List of Procurers [Insert if applicable]
- ii. RFP Documents
- iii. Format for clarifications/ amendments on the RFP/RFP Documents
- iv. Format for Contract Performance Guarantee
- v. Illustration for Bid evaluation and computation of Tariff
- vi. Transmission charges matrix
- vii. Transmission loss matrix

5.1 List of Procurers

Sl. No.	Name of Procurer(s)	Address of the Procurer(s)	% Share of Power Procurement by the Procurer <u>notified by time to time</u>
1	BESCOM	BESCOM, K. R. Circle, Bangalore.	70.62%
2	MESCOM	MESCOM, Corporate Office, Paradigm Plaza, A. B. Shetty Circle, Mangalore 575 001.	5.54%
3	HESCOM	HESCOM, Navanagar, P. B Road, Hubli.	16.21%
4	GESCOM	GESCOM, Station Main Road, Gulbarga.	1.16%
5.	CESC, Mysore	No. 927, L. J. Avenue, CESC Mysore New Kantharaja urs Road, Saraswathipuram, Mysore.	6.47%

5.2 Procurer(s) Information - deleted

5.3 Letter of Consent from the Procurer(s) - deleted

5.4 deleted

5.5 Formats for RFP Documents

ENCLOSURE 1:- Power Purchase Agreement (PPA)

5.6 Format for Clarifications/ Amendments on the RFP/RFP Documents

Sl. No.	Name of the Document	Clause No. and Existing provision	Clarification required	Suggested text for the amendment	Rationale for the Clarification or Amendment

This format shall be used for submission of request for clarifications/amendments on the draft RFP Documents as per the provisions of Clause 2.2.6.1 of this RFP.

Clarifications/ Amendments on the RFP/RFP Documents shall also be sent through Email: ddp_trading@yahoo.com, adp2pckl@gmail.com

.....
 (Signature and stamp of Chief Executive/Company Secretary of Bidder)

Name:

Date:

Place:

Signature of Authorized Person of the Bidder:

Date:

(Please also affix Bidder's stamp)

5.7 Format for Contract Performance Guarantee

(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 BESCOM, HESCOM, MESCOM, GESCOM AND CESC, MYSORE (ESCOMS) in proportion to Contracted Capacity)

In consideration of the[Insert name of the Successful Bidder with address] agreeing to undertake the obligations under the PPA and the other RFP Documents and BESCOM, HESCOM, MESCOM, GESCOM AND CESC, MYSORE (ESCOMS) (herein after referred to as Procurer(s)), agreeing to execute the RFP Documents with the Successful Bidder for **procurement of power on medium term basis through tariff based competitive bidding process for meeting the requirements of the Procurer(s)**, the [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer(s) at[Insert address of Procurer(s)] forthwith on demand in writing from the Procurer(s) 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 computed on the basis of Seven point Five (7.5) lakhs/MW with respect to the Contracted Capacity of each procurer as per the terms of PPA] on behalf of M/s. [Insert name of the Successful Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including[Insert date of validity of CPG] and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the PPA 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.

Our liability under this Guarantee is restricted to Rs. (Rs. only). Our Guarantee shall remain in force until [Insert the date of validity of the Guarantee as per Clause 2.13 of the RFP]. The Procurer(s) shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee by issuance of a written demand to invoke this guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Procurer(s), made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer(s) .

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by,

..... [Insert name of the Successful Bidder] and/or any other person. The Guarantor Bank shall not require the Procurer(s) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer(s) in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at [Location to be inserted by Procurer/Authorized Representative] shall have exclusive jurisdiction.

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.

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.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer(s) shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder/Seller, to make any claim against or any demand on the Successful Bidder/Seller or to give any notice to the Successful Bidder/Seller or to enforce any security held by the Procurer(s) or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder/Seller.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the Procurer(s) to any entity to whom it is entitled to assign its rights and obligations under the PPA.

The Guarantor Bank hereby agrees and acknowledges that the Procurer(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. crores (Rs. crores only) and it shall remain in force until[Date to be inserted on the basis of Articleof PPA], 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 Successful Bidder/Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer(s) serves upon us a written claim or demand.

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

Witness:

1.
Name and Address.
2.
Name and Address

Signature

Name:
Designation with Bank Stamp

Attorney as per power of attorney No.

.....

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

- i. The Stamp Paper should be in the name of the Executing Bank. This date shall be one (1) month after the Bid Validity.

5.8 List of Banks - deleted

5.9 Illustration for Bid Evaluation and Computation of Tariff

Methodology of computation of tariff at Delivery Point (KPTCL periphery)			
Selling Utility	Generator outside Karnataka connected to STU	Generator outside Karnataka connected to CTU	Generator located within Karnataka connected to STU
Interconnection Point	Generator connected to STU	Generator connected to CTU	Generator connected to STU
Injection Point	STU connected with CTU in WR	Generator connected to CTU in WR	Generator connected to STU
Delivery Point	KPTCL Periphery	KPTCL Periphery	KPTCL Periphery
Duration	00:00 to 24:00 Hrs	00:00 to 24:00 Hrs	00:00 to 24:00 Hrs
Contract Period	<u>1st August 2013 to 30th June 2015</u>	<u>1st August 2013 to 30th June 2015</u>	<u>1st August 2013 to 30th June 2015</u>
Quoted Tariff in Rs/unit at Interconnection Point	X	X	X
Transmission charges of Injection State (Generator/Home State injection POC charges)	Y= WPOC	Y= WPOC	Y=Zero
Karnataka withdrawal POC charges	Z= KPOC	Z= KPOC	Z=Zero
Quoted Tariff incl. Transmission Charges	Z1=X+Y+Z	Z1=X+Y+Z	Z1=X+Y+Z
Aggregate Adjustment Factor (AAF)	$Z2=1/(1-STU\ Loss\%/100)*1/(1-WR\ inj\ loss\%/100)*1/(1-Kar\ withdrawal\ loss\%/100)$	$Z2=1/(1-WR\ inj\ loss\%/100)*1/(1-Kar\ withdrawal\ loss\%/100)$	Z2= 1
Adjusted Quoted Tariff in Rs/Kwh	Z3=Z1*Z2	Z3=Z1*Z2	Z3=Z1*Z2
Total tariff at KPTCL periphery in Rs/unit	Z3=Z1*Z2	Z3=Z1*Z2	Z3=Z1*Z2

5.10 Transmission Charges Matrix**[To be provided by CERC and to be inserted by Procurer/Authorized Representative]**

Slabs for POC rates as notified by CERC vide its notification dated **30th November 2012** as per Format 5.10 of the RFP of Standard Bidding Document of Case-1 applicable for the period between **01.10.2012 and 31.03.2013**.

Slabs for POC Rates – Northern Region (Oct'12 – Mar'13)			
Sl.No.	Name of Entity	Slab Rate (Rs/MW/Month)	Slab Rate (Paisa/Unit)
1	Haryana W	109968	15.19
2	Jammu & Kashmir W	109968	15.19
3	RAAP C	109968	15.19
4	Rajasthan W	109968	15.19
5	Rihand	109968	15.19
6	Uttar Pradesh W	109968	15.19
7	Punjab W	94968	13.19
8	Singrauli	94968	13.19
9	Uttar Pradesh Inj	94968	13.19
10	Uttarakhand W	94968	13.19
11	Chamera I	79968	11.19
12	Chamera II	79968	11.19
13	Chamera Pooling Point	79968	11.19
14	Chandigarh Inj	79968	11.19
15	Chandigarh W	79968	11.19
16	Dadri	79968	11.19
17	Delhi Inj	79968	11.19
18	Delhi W	79968	11.19
19	Dulhasti	79968	11.19
20	Haryana Inj	79968	11.19
21	Himachal Pradesh Inj	79968	11.19
22	Himachal Pradesh W	79968	11.19
23	Jammu & Kashmir Inj	79968	11.19
24	Karcham Wangtoo	79968	11.19
25	Koteshwar	79968	11.19
26	Nathpa Jhakri	79968	11.19
27	Punjab Inj	79968	11.19
28	Rajasthan Inj	79968	11.19
29	Sree Cement	79968	11.19
30	Tehri	79968	11.19
31	Uri I	79968	11.19
32	Uttarakhand Inj	79968	11.19

Slabs for POC Rates – Eastern Region (Oct'12 – Mar'13)			
Sl.No.	Name of Entity	Slab Rate (Rs/MW/Month)	Slab Rate (Paisa/Unit)
1	Bihar W	109968	15.19
2	DVC Inj	109968	15.19
3	Kahalgaon	109968	15.19
4	Maithon Power Limited	109968	15.19
5	Orissa Inj	109968	15.19
6	Teesta	109968	15.19
7	Farakka	94968	13.19
8	Orissa W	94968	13.19
9	Sikkim W	94968	13.19
10	Aadhunik Power	79968	11.19
11	Bihar Inj	79968	11.19
12	Corporate Power	79968	11.19
13	DVC W	79968	11.19
14	Injection from Bhutan	79968	11.19
15	Jharkhand Inj	79968	11.19
16	Jharkhand W	79968	11.19
17	Sikkim Inj	79968	11.19
18	Sterlite	79968	11.19
19	Talcher	79968	11.19
20	West Bengal Inj	79968	11.19
21	West Bengal W	79968	11.19

Slabs for POC Rates – North Eastern Region (Oct'12 – Mar'13)			
Sl.No.	Name of Entity	Slab Rate (Rs/MW/Month)	Slab Rate (Paisa/Unit)
1	Arunachal Pradesh W	109968	15.19
2	Assam W	109968	15.19
3	Meghalaya W	109968	15.19
4	Mizoram W	109968	15.19
5	Nagaland W	109968	15.19
6	Tripura Inj	109968	15.19
7	Arunachal Pradesh Inj	7996	11.19
8	Assam Inj	79968	11.19
9	Manipur Inj	79968	11.19
10	Manipur W	79968	11.19
11	Meghalaya Inj	79968	11.19
12	Mizoram Inj	79968	11.19
13	Nagaland Inj	79968	11.19
14	Palatana	79968	11.19
15	Ranganadi	79968	11.19
16	Tripura W	79968	11.19

Slabs for POC Rates – Western Region (Oct'12 – Mar'13)			
Sl.No.	Name of Entity	Slab Rate (Rs/MW/Month)	Slab Rate (Paisa/Unit)
1	Chattisgarh Inj	109968	15.19
2	Korba	109968	15.19
3	Madhya Pradesh W	109968	15.19
4	Maharashtra Inj	109968	15.19
5	Maharashtra W	109968	15.19
6	NSPCL, Bhilai	109968	15.19
7	Sipat	109968	15.19
8	Vindhyachal	109968	15.19
9	Goa-WR W	94968	13.19
10	Jindal Power Limited + Jindal Steel Power Limited	94968	13.19
11	Lanco	94968	13.19
12	ACB+Spectrum Coal & Power Limited	79968	11.19
13	Balco	79968	11.19
14	Coastal Gujarat Power Limited	79968	11.19
15	Chattisgarh W	79968	11.19
16	D&D Inj	79968	11.19
17	D&D W	79968	11.19
18	DNH Inj	79968	11.19
19	DNH W	79968	11.19
20	Goa-WR Inj	79968	11.19
21	Gujarat Inj	79968	11.19
22	Gujarat W	79968	11.19
23	Madhya Pradesh Inj	79968	11.19
24	Mahan	79968	11.19
25	Mauda	79968	11.19
26	Sardar Sarovar Project	79968	11.19
27	Tarapur Atomic Power Station 3&4	79968	11.19

Slabs for POC Rates – Southern Region (Oct'12 – Mar'13)			
Sl.No.	Name of Entity	Slab Rate (Rs/MW/Month)	Slab Rate (Paisa/Unit)
1	Andhra Pradesh W	89520	12.35
2	Kerala W	89520	12.35
3	Kudankulam	89520	12.35
4	Tamil Nadu W	89520	12.35
5	Andhra Pradesh Inj	74520	10.35
6	Goa-SR W	74520	10.35

7	Karnataka W	74520	10.35
8	Goa-SR Inj	59520	8.35
9	Injection from Talcher	59520	8.35
10	Kaiga	59520	8.35
11	Karnataka Inj	59520	8.35
12	Kerala Inj	59520	8.35
13	Lanco-Kondapalli	59520	8.35
14	NLC	59520	8.35
15	Pondicherry Inj	59520	8.35
16	Pondicherry W	59520	8.35
17	Ramagundam	59520	8.35
18	SEPL+MEPL	59520	8.35
19	Simhadri 2	59520	8.35
20	Tamil Nadu Inj	59520	8.35
21	Vallur	59520	8.35

Slabs for PoC Losses - Northern Region (Oct'12 - Mar'13)		
Sl.No.	Zone	Slab
1	Rihand	High
2	Singrauli	High
3	Uttar Pradesh W	High
4	Uttarakhand W	High
5	Delhi W	Normal
6	Jammu & Kashmir W	Normal
7	Punjab W	Normal
8	Rajasthan W	Normal
9	RAPP	Normal
10	Uttar Pradesh Inj	Normal
11	Chamera I	Low
12	Chamera II	Low
13	Chamera Pooling Point	Low
14	Chandigarh Inj	Low
15	Chandigarh W	Low
16	Dadri	Low
17	Delhi Inj	Low
18	Dulhasti	Low
19	Haryana Inj	Low
20	Haryana W	Low
21	Himachal Pradesh Inj	Low
22	Himachal Pradesh W	Low
23	Jammu & Kashmir Inj	Low
24	Karcham Wangtoo	Low
25	Koteshwar	Low
26	Nathpa Jhakri	Low
27	Punjab Inj	Low

28	Rajasthan Inj	Low
29	Shree Cement	Low
30	Tehri	Low
31	Uri I	Low
32	Uttarakhand Inj	Low

Slabs for PoC Losses - Eastern Region (Oct'12 - Mar'13)		
Sl.No.	Zone	Slab
1	Corporate Power	High
2	DVC Inj	High
3	Kahalgaon	High
4	Maithon Power Limited	High
5	Sterlite	High
6	Aadhunik Power	Normal
7	Bihar W	Normal
8	DVC W	Normal
9	Farakka	Normal
10	Injection from Bhutan	Normal
11	Orissa W	Normal
12	Teesta	Normal
13	West Bengal Inj	Normal
14	West Bengal W	Normal
15	Bihar Inj	Low
16	Jharkhand Inj	Low
17	Jharkhand W	Low
18	Orissa Inj	Low
19	Sikkim Inj	Low
20	Sikkim W	Low
21	Talcher	Low

Slabs for PoC Losses – North Eastern Region (Oct'12 - Mar'13)		
Sl.No.	Zone	Slab
1	Meghalaya Inj	High
2	Meghalaya W	High
3	Mizoram W	High
4	Palatana	High
5	Assam Inj	Normal
6	Assam W	Normal
7	Nagaland W	Normal
8	Ranganadi	Normal
9	Tripura Inj	Normal
10	Arunachal Pradesh Inj	Low
11	Arunachal Pradesh W	Low
12	Manipur Inj	Low

13	Manipur W	Low
14	Mizoram Inj	Low
15	Nagaland Inj	Low
16	Tripura W	Low

Slabs for PoC Losses –Western Region (Oct'12 - Mar'13)		
Sl.No.	Zone	Slab
1	ACB+Spectrum Coal & Power Ltd.	High
2	Chattisgarh Inj	High
3	Goa W	High
4	Jindal Power Limited + Jindal Steel Power Limited	High
5	Lanco	High
6	Mahan	High
7	Maharashtra W	High
8	Sipat	High
9	Balco	Normal
10	D&D W	Normal
11	DNH W	Normal
12	Korba	Normal
13	Maharashtra Inj	Normal
14	Mauda	Normal
15	NSPCL Bhilai	Normal
16	Sardar Sarovar Project	Normal
17	Chhatisgarh W	Low
18	D&D Inj	Low
19	DNH Inj	Low
20	Goa Inj	Low
21	Gujarat Inj	Low
22	Gujarat W	Low
23	Madhya Pradesh Inj	Low
24	Madhya Pradesh W	Low
25	Coastal Gujarat Power Limited	Low
26	Tarapur Atomic Power Station 3&4	Low
27	Vindhyachal	Low

Slabs for PoC Losses – Southern Region (Oct'12 - Mar'13)		
Sl.No.	Zone	Slab
1	Andhra Pradesh Inj	High
2	Injection at Kolar*	High
3	Kerala W	High
4	Lanco-Kondapalli	High
5	Puducherry W	High

6	Simhadri 2	High
7	Tamilnadu W	High
8	Andhra Pradesh W	Normal
9	Karnataka Inj	Normal
10	Karnataka W	Normal
11	Ramagundam	Normal
12	Goa Inj	Low
13	Goa W	Low
14	Kaiga	Low
15	Kerala Inj	Low
16	Kudakulam Inj	Low
17	NLC	Low
18	Puducherry Inj	Low
19	SEPL+MEPL	Low
20	Taminadu Inj	Low
21	Vallur	Low

5.11 Transmission Loss Matrix (POC Loss Matrix)

The POC loss Slabs as notified by CERC vide its notification dated **08-10-2012** as per Format 5.11 of the RFP of Standard Bidding Document of Case-1 applicable for the period between **01.10.2012 and 31.03.2013**.

III-B(ii): Transmission Loss Matrix: Loss Figure in Percentage				
Sl.No	Region	Low Loss Category (%)	Normal Loss Category (%)	High Loss Category (%)
1	Northern	1.47	1.77	2.07
2	Western	1.51	1.81	2.11
3	Eastern	1.04	1.34	1.64
4	North-East	1.66	1.96	2.26
5	Southern	2.13	2.43	2.73

5.12 Format for illustration of Affiliates - deleted

5.13 Illustration for meeting the requirement of land criteria– deleted