

BEFORE THE HONOURABLE KERALA STATE ELECTRICITY REGULATORY COMMISSION

at its office at C.V. Raman Pillai Road, Vellayambalam. Thiruvananthapuram.

FILING NO

CASE No.

IN THE MATTER OF:

Petition under Regulation 77(3)(f) of the KSERC (Terms and Conditions for Determination of Tariff) Regulations 2018 seeking approval for entering into short term power procurement arrangement through banking transactions during the period from February 2021 to September 2021 with Tata Power Delhi Distribution Ltd. through PTC India Ltd.

Petitioner : Kerala State Electricity Board Ltd.
Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram-695 004.


Respondent : PTC India Ltd.
2nd Floor, NBCC Tower,
15, Bhikaji Cama place,
New Delhi-66.

AFFIDAVIT VERIFYING THE PETITION

I, Sri. B.Pradeep, son of Sri. P.Balachandran aged 55 years residing at Vipanchika, Anayara P.O., Thiruvananthapuram residing at Veliyathu, Peringara P.O., Thiruvalla 689108, do solemnly affirm and say as follows:

I am the Deputy Chief Engineer (Commercial & Planning) with full powers of Chief Engineer of the Kerala State Electricity Board Ltd., Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, and the Petitioner in the above matter and I am duly authorized by the Board to make this affidavit on its behalf. I solemnly affirm at Thiruvananthapuram on this the 18th day of January 2021 that the contents of the above submission are true to my information, knowledge and belief. I believe that no part of it is false and no material has been concealed there from.

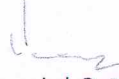
Deponent


Deputy Chief Engineer (Commercial & Planning)
With full powers of Chief Engineer
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram – 695 004.

VERIFICATION

I, the above named deponent, solemnly affirm at Thiruvananthapuram on this, the 18th day of January 2021 that the contents of the affidavit are true to my information, knowledge and belief, that no part of it is false and that no material has been concealed there from.

Deponent


Deputy Chief Engineer (Commercial & Planning)
With full powers of Chief Engineer
Kerala State Electricity Board Limited
Vidyuthi Bhavanam, Pattom
Thiruvananthapuram – 695 004.

Solemnly affirmed and signed before me.


18.1.2021
Advocate and Notary

SPECIAL
ADHESIVE

BEFORE THE HON'BLE KERALA STATE ELECTRICITY REGULATORY COMMISSION

In the matter of: **Petition under Regulation 77(3)(f) of the KSERC (Terms and Conditions for Determination of Tariff) Regulations 2018 seeking approval for entering into short term power procurement arrangement through banking transactions during the period from February 2021 to September 2021 with Tata Power Delhi Distribution Ltd. through PTC India Ltd.**

KSEBL MOST HUMBLY STATES THAT:

1. Kerala State Electricity Board Limited files the instant petition seeking approval for entering into short term power procurement arrangement through banking transactions during the period from February 2021 to September 2021 with Tata Power Delhi Distribution Ltd. through PTC India Ltd. for economically managing power shortage anticipated during the ensuing summer season.
2. Consequent to the stage by stage lifting of lockdown imposed due to covid-19 pandemic, it was noticed that the power demand scenario in the State is gradually picking up its normal pace. Under above circumstances, in view of the upcoming summer 2021 and the expected assembly elections during April 2021, the Load-Generation-Balance (LGB) for summer and monsoon 2021 was reviewed by KSEBL to ascertain the probable deficit /surplus assessment, so that early action to meet the expected power deficit during summer 2021(March 2021 to May 2021) and to manage the expected energy surplus during Monsoon 2021(Mid June 2021 to Sep-2021), can be initiated.
3. On analysis of the peak and energy availability in the State for the period from February 2021 to May 2021, considerable shortage upto around 500MW during various parts of a day is anticipated. The LGB for the period from February 2021 to May 2021 is submitted below.

Power Deficit(-) wrt Expected Maximum Demand							
Month/ Time period	00:00 to 05:00	05:00 to 08:30	08:30 to 14:00	14:00 to 17:00	17:00 to 18:30	18:30 to 22:30	22:30 to 24:00
Feb 1st half	-277	-169	-100	-41	-115	-247	-286
Feb 2nd half	-341	-189	-118	-125	-116	-341	-347
March	-561	-372	-460	-401	-307	-462	-483
April	-692	-509	-507	-460	-499	-341	-531
May	-691	-411	-398	-346	-282	-412	-439

	Feb-21(MU)		Mar-21(MU)	Apr-21(MU)	May-21(MU)
	st 1 half	nd 2 half			
Energy Requirement	75.3	78.3	85.0	85.8	86.7
Hydro	17.2	19.2	24.9	25.2	24.7
Wind+Solar	1.4	1.5	1.7	1.8	1.8
CGS Net	29.6	29.6	29.8	30.2	31.8

LTA Net	24.0	24.0	24.0	24.0	24.0
OA Consumers	1.0	1.0	0.8	0.8	0.8
Total Availability	73.2	75.3	81.2	82.0	83.1
Surplus(+)/ Deficit (-)	-2.1	-3.0	-3.8	-3.8	-3.6

Following assumptions were taken for arriving the above LGB :

1. Hydro availability is considered after factoring normal maintenance schedule and credible outage of largest capacity unit (130MW)
2. CGS availability is taken as per the latest LGBR released by SRPC with 10% credible outage
3. LTA availability factored with 10% credible outage
4. While considering the hydro schedule, the energy availability is taken leaving carryover storage of 750MU as on 1st June 2021.
5. Growth of 5% - 6% compared to summer, 2019 (Election year) in consumption and demand is considered.
6. While estimating energy availability credible outages considered under (1), (2) and (3) above are not factored, since the outages are usually for few days in a month.
7. While estimating the LGB for the months of June to September it is found that there is energy surplus to the tune of 290.45MU during the period from Mid June to September.

Month/hrs	Days	00:00 to 05:00	05:00 to 08:00	08:00 to 18:00	18:00 to 22:00	22:00 to 24:00	MU
June 2nd half	15	7.500	4.500	10.500	0	4.200	26.700
Jul-21	31	46.500	23.250	31.000	0	9.300	110.050
Aug-21	31	46.500	18.600	31.000	0	9.300	105.400
Sep-21	30	15.000	6.300	21.000	0	6.000	48.300
Total							290.45

4. Based on the above assessment, it was decided to invite offers for banking of power during the period from March 2021 to September 2021 to offset a part of the deficit i.e. 50 to 280 MW estimated during the summer months. The deficit upto mid March is to be met through day ahead market as the price is usually favourable during that period. Accordingly, banking tender was floated by KSEBL on 10-12-2020. The evaluation criteria is specified under paragraph 6 of the tender document. Wide publicity of inviting banking tender was given through 2 National Dailies and through the official web site of KSEBL. Further, the prospective bidders i.e. the Utilities and traders were also intimated directly through their email-ids. A copy of the tender document is enclosed as **Annexure-1**.

5. The supply and return quantum fixed in the banking tender along with their duration are as submitted below.

Table A:

Supply period			Return period				
Month	Duration/MW		Month	Duration/ Max MW return possible against each slot			
	RTC	14-24		00:00 to 05:00	05:00 to 08:00	08:00 to 18:00	22:00 to 24:00
Mar-21	50	100	16-06-2021 to 30-06-2021	150	100	70	100
Apr-21	150	130	Jul-21	300	250	100	150
May-21	50	130	Aug-21	300	200	100	150
			Sep-21	100	70	70	100

6. Based on the above on 04-01-2021, offers were received from Utilities through the following traders.
- (i) Manikaran Power Ltd - (Utility – BSES Rajadhani Power Ltd)
 - (ii) PTC India Ltd – (Utility – TATA Power Delhi Distribution Ltd)
 - (iii) Statkraft Markets Private Ltd (Utility- BSES Yamuna Power Ltd)

The offers received are as submitted below:

Name of the Bidder	Supply Period	Quantum MW	Duration (Hrs)	Return %	Return period	Return duration	Trading margin (ps/kwh)
Manikaran-BRPL	Mar-21	50	RTC	105%	16-06-2021 to 30-06-2021	0-5	0.86
						5-8	
						8-18	
						22-24	
PTC-TPDDL	Mar-21	50	RTC	102%	16-06-2021 to 30-09-2021	0-5	2.48
		100	14-24				
	Apr-21	50	RTC			22-24	
Statkraft-BYPL	Mar-21	50	RTC	103%	16-06-2021 to 30-09-2021	0-3	1.00
		50	14-24			14-17	
						22-24	

7. The offers received as above were evaluated based on the evaluation criteria as mentioned in the tender document floated on 10-12-2020. The detailed evaluation sheet is placed as **Annexure-2**.

The score obtained against each offer is as shown below:

Name of the trader	Net Score obtained
Manikaran Power Ltd	-62.8
PTC India Ltd	38.6
Statkraft Markets Private Ltd	23.5

As per the evaluation criteria, an offer will be evaluated based on the Net score, obtained after evaluation. Thus it is noticed that the offer submitted by PTC has the highest Netscore with the lowest return percentage. (Trading margin has to be considered for evaluation only in case of tie with respect to score and with respect to return percentage.) . Accordingly PTC India Ltd is observed to be the successful L1 bidder.

8. Considering quoted uniform return quantum of the banked power i.e. 141.9 MW from 22-24 & 0-5 hrs by the L1 bidder, during 16-06-2021 to 30-09-2021, it was noticed that during certain time blocks the same exceeds the maximum return offered by KSEBL as per table-A above, during 22-24 (Jun-21 & Sep21) and 0-5 (Sep21). However, as per the offer submitted by PTC (Utility- TPDDL) the return quantum can be adjusted to the quantum as specified in the tender document also, if required, instead of uniformly distributed pattern.
9. Accordingly PTC was asked to forward the acceptance of TPDDL to revise the return quantum from 22-24 & 0-5 during 16-06-2021 to 30-09-2021 and PTC forwarded their revised proposal as submitted below, which aligns with KSEBL's requirement.

Table B


Supply period			Return period			
Month	Duration/MW		Month	Duration/ Max MW return possible against each slot		MWh
	RTC	14-24		00:00 to 05:00	22:00 to 24:00	
Mar-21	50	100	16-06-2021 to 30-06-2021	126	100	12450
Apr-21	50		Jul-21	180	140	36580
			Aug-21	177.9	140	36254.5
			Sep-21	100	100	21000

10. As per Regulation 77(3)(f) of the KSERC (Terms and Conditions for Determination of Tariff) Regulations 2018, the distribution business licensee may enter into a short-term power procurement agreement or arrangement by way of exchange of energy under banking transactions, only with the prior approval of the Commission.

11. Therefore, the instant petition is filed seeking approval of Hon'ble Commission for issuing LoA to PTC for the banking transaction with TPDDL as above for meeting the anticipated power shortage in the coming summer. KSEBL has also provided in the Bid document that LoA will be issued to the successful bidder after getting the approval of KSERC.
12. Since the requirement of KSEBL during the months of April and May 2021 is not fully met through the proposed banking arrangement, KSEBL proposes to meet the balance quantum through short term bidding through DEEP portal and through day ahead markets. Approval for tie-ups, if any, to be made through transparent competitive process on short term basis under DEEP portal will be sought from the Hon'ble Commission as and when the same is processed.
13. It is humbly submitted that the offer submitted by PTC shall remain valid only for 45 days from the date of opening of tender i.e. upto 18-02-2021. Therefore, it is humbly requested that an early hearing of the matter and orders may kindly be issued.

Prayer

KSEBL humbly request Hon'ble Commission to grant approval for entering into banking transactions as submitted in the instant petition with M/s.Tata Power Delhi Distribution Ltd. Through M/s.PTC India Ltd. for the period from February 2021 to September 2021.


Deputy Chief Engineer (Commercial & Planning)
With full powers of Chief Engineer

- Acc: 1. Copy of Tender document.**
2. Copy of Advt. Evaluation Sheet



BID DOCUMENT

**Tender invited from Utilities and Traders for banking power
with KSEB Ltd during the period from
01-03-2021 to 30-09-2021.**

Tender No.CE(C&P)/CML/EE-2/banking tender-2/2020-21/

**Issued By
Chief Engineer (Commercial & Planning),**

8th Floor, Vidyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695004, Kerala.

Telephone: +91 471 2514366

E-mail: dce.cp@kseb.in

10th December 2020

1. Background

- 1.1 Kerala State Electricity Board Ltd, (hereinafter referred to as "KSEB Ltd") having its head office at Vidyuthi Bhavanam, Pattom, Thiruvananthapuram – 695004, is a company incorporated under the provisions of The Companies Act, 1956 (Central Act 1 of 1956), wholly owned by the Government of Kerala, is the distribution licensee for the State of Kerala, which also own generation assets.
- 1.2 The sources of power of KSEB Ltd comprises share from central generating stations, power tied up through long term contracts, internal generation including independent power producers within the state, short term contracts and collective/ contingency markets. The daily load curves and seasonal load curves of Kerala system is unique which creates seasonal surplus and deficit as well as diurnal surplus and deficit consequent to base load operation of coal-based stations.
- 1.3 KSEB Ltd proposes to bank power from other Utilities during the period from March 2021 to September 2021 shown below:

Supply period			Return period				
Month	Duration(hrs)/MW		Month	Duration(hrs) / Max MW return possible against each slot			
	RTC	14-24		00:00 to 05:00	05:00 to 08:00	08:00 to 18:00	22:00 to 24:00
Mar-21	50	100	16-06-2021 to 30-06-2021	150	100	70	100
Apr-21	150	130	Jul-21	300	250	100	150
May-21	50	130	Aug-21	300	200	100	150
			Sep-21	100	70	70	100

Bids with duration and period outside the specified duration and months during the supply period and return period will be rejected. Priority will be given to the offers submitted as per the requirement of KSEB Ltd.

- 1.4 Delivery point:

Regional periphery of the Exporting Utility during supply as well as return period .

3. General terms and Conditions:

- 3.1 The applicant can be a Trader having valid license from CERC or a Utility.
- 3.2 If the applicant is a Utility, then it must be able to bank the surplus power available with

- them at the delivery point during the supply period and off-take the banked power from the delivery point during the return period.
- 3.3 If the applicant is a trader, he shall have a confirmed Lol/LoA for the supply period from the counterpart Utility.
 - 3.4 The minimum supply quantum shall be 25 MW for a minimum continuous period of 15 days.
 - 3.5 The minimum period of return should not be less than 1 month.
 - 3.6 Sources supplying power can be from any Region i.e. NR/NER/WR/ER/ SR
 - 3.7 KSEB Ltd will not provide any payment security mechanism while absorbing power during the supply period. However, KSEB Ltd is willing to provide consent in Format II for the return period in respect of the power to be returned to the Counterpart Utility.
 - 3.8 Offers should mention the supply/ return period with exact duration indicating the required return percentage. Conditional offers will not be accepted.
 - 3.9 The minimum period of return should not be less than 1 month.
 - 3.10 KSEB Ltd will not provide any payment security mechanism while absorbing power during the supply period. However, KSEB Ltd is willing to provide consent in Format III for the return period in respect of the power to be returned to the Counterpart Utility.
 - 3.11 KSEB Ltd shall pay trading margin (in case the applicant is a trader) limited to a maximum of 3 paise per unit at the time of importing of power during the supply period of the banking arrangement.
 - 3.12 If KSEB Ltd fails to return the banked power during the normal returning period, the balance quantity shall be returned during the immediate succeeding month of return period or as per mutual agreement between both the parties. However, settlement rate for the differential energy if any, will be at the rate of Rs. 4.00/KWh.
 - 3.13 The offers shall remain valid for 45 days from the date of opening of tender.
 - 3.14 The selected bidders must be capable of making timely arrangement for securing open access approval for transmission corridor and pay the SLDC/RLDC Charges, application fee and any other charges applicable (excluding transmission corridor e bidding) for securing open access approval as per CERC regulations. In case of transmission corridor constraints during the supply or return period when the application is submitted to RLDC on advance basis, then application shall be submitted on FCFS/Day-Ahead basis or as mutually agreed.

- 3.15 All Open Access charges, transmission charges i.e. PoC injection charges and transmission losses i.e. PoC injection losses up to the delivery point (Regional Periphery) shall be to the account of exporting utility and all Open Access charges, Transmission charges i.e. PoC withdrawal charges and transmission losses i.e. PoC withdrawal losses beyond the delivery point (Regional periphery) of the exporting utility shall be to the account of importing utility. In case the selected applicant is a trader, the bills on account of Open Access charges paid on behalf of KSEB Ltd may be raised to KSEB Ltd. KSEB Ltd will reimburse these bills in full to the Trader within 5 (five) working days (excluding the date of submission of invoice) from the date of submission of invoice, which will be considered as due date. If due date of payment happens to be a holiday for Banks, then payment will be made on the next working day. No rebate is applicable on Open Access bills. Trader can levy a surcharge of 15% per annum on the Open Access payments outstanding beyond the due date of payment. This surcharge would be calculated on a day" to-day basis for each day of the delay.
- 3.16 In case of revision/cancellation of approved open access corridor, the party seeking revision/cancellation of open access corridor will bear all the open access charges as applicable under Inter-State Open Access Regulations from the Injection point till the point of drawl applicable due to such surrender/ cancellation."
- 3.17 KSEB Ltd shall pay trading margin (in case the applicant is a trader) **limited to a maximum of 3 paise per unit** at the time of importing of power during the supply period of the banking arrangement. KSEB Ltd shall not be liable to pay any trading margin (in case of traders), while exporting power to Other Utility(during return period). For the purpose of weekly trading margin bills, each month will be divided into four parts, starting from 00:00 hrs. of 1st,9th, 16th and 24th day of the month to 24:00 hrs of 8th, 15th, 23rd and last day of the month respectively. The first three weekly bills will be raised on or after 9th, 16th and 24th day of the month based on the provisional energy data downloaded from RLDC website for the energy at the delivery point. Last weekly bill will be raised on the basis of Regional monthly energy account Issued by RPC indicating energy supplied by Trader to KSEB at the delivery point, after adjustment of trading margin already billed. KSEB Ltd will make payments of these bills in full to the Trader within 7 days (including the date of submission of invoice) from the date of submission of invoice, which will be considered as due date. If due date of payment happens to be a holiday for Banks, then payment will be made on the next working day. No rebate is applicable on Trading Margin bills. Trader can levy a surcharge of 15% per annum on the payments outstanding beyond the due date of payment. This surcharge would be calculated on a day-to-day basis for each day of the delay.

3.18 Force majeure conditions:

The parties shall ensure due compliance with terms of LOI. However, no party shall be liable for any claims for any loss or damage whatsoever arising out of failure to carry out the terms of the LOI to the extent that such a failure is due to the reasons governed by Force Majeure like rebellion, mutiny, civil, commotion, riot, strike, lock out, natural calamity, Act of God and technical constraints / transmission constraints imposed by RLDC/RPC beyond the control of the parties. But any party claiming the benefit of this clause shall fully satisfy the other party within 24 hrs of such Force Majeure. Supply/drawl of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist.

4 Tender Fee and EMD

- i. The applicants are required to submit non-refundable tender fee of Rs. 15000/- plus 18% GST (GST registration number may be provided), as Demand draft drawn in favour of Secretary, Kerala State Electricity Board Limited OR through electronic mode i.e. credit card/debit card/net banking in favour of the Secretary, Kerala State Electricity Board Ltd. In case of transfer through electronic mode, the details of remittance of tender fee shall be accompanied along with the submission of Bid.

Bank details are as follows:-

Beneficiary Name	Secretary, Kerala State Electricity Board Limited
Account No	57065480137
Name of Bank	State Bank of India
Branch	KSEB Admin Complex Branch, Pattom, Thiruvananthapuram. PIN -695004
IFS Code	SBIN0070493

- ii. EMD worth Rs. 5 lakhs shall be in the form of Bank Guarantee / e Bank Guarantee issued by any Nationalized/Scheduled Bank as per the BG format provided as Annexure VI. However, Government Companies/Public Sector Undertakings/Utilities which are owned/controlled by Central or State Governments are exempted from requirement of furnishing EMD.

Bid without tender fee/EMD or tender fee/EMD less than the prescribed amount shall be rejected.

5. Submission of Bid

The following matters may be noted prior to the submission of Bid:

- 5.1 The applicants requiring any clarification on this document should mail their queries on or before 3pm on 14-12-2020 to the e-mail address dce.cp@kseb.in
- 5.2 At any time prior to the deadline for submission of Bid, KSEB Ltd may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded the official website kseb.in. All such change(s) will automatically become part of this tender and binding on all applicants. Applicants should regularly visit the KSEB Ltd website www.kseb.in and keep themselves updated regarding clarifications/ amendments/ time-extensions, if any.
- 5.3 Request for extension of date for submission of bids will not be entertained. However, KSEB Ltd at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment/changes, if any into account.
- 5.4 The applicant shall submit their Bid by post or personally, duly signed by authorized signatory on each page of this Bid Document, in sealed envelopes Part A and Part B separately as follows:

Technical Bid Part-A

- a. Acceptance of General Terms and Conditions in the prescribed format attached as Annex. -I of this Document.
- b. Particulars of the Applicant as per Annexure II attached along with this Bid.
- c. Confirmed LoI (with proper validity) for the supply period from the Counterpart Utility, in case the applicant is a trader.
- d. Details of remittance of EMD and Tender fee as prescribed in item no.4(ii) above.
- e. If the applicant is a trader, then the trading company should be granted and holding valid Trading License for inter-state/intra-state trading of electricity issued by Central Electricity Regulatory Commission (CERC) and the Copy of trading license shall be furnished.

Financial Bid Part -B

- a. Return % (Only one value for the entire return period and duration) furnished in the format as Annex-III
- b. Details of Trading Margin required during the supply period to KSEB Ltd (*in case of traders*) as furnished in the format as Annex-IV subject to the ceiling prescribed under Clause 3.17.

The last date of submission of Bid is 04-01-2021, 2 pm. The opening of Bid is scheduled on 04-01-2021 3 pm. Both Technical Bid and Financial Bid shall be kept in separate envelopes duly marked as Part A and Part B respectively and shall be put together in one envelope marked "Tender for banking power with KSEB Ltd during the period from 01-03-2021 to 30-09-2021" accompanying the requisites as mentioned above, shall be sent/ submitted to:-

The Chief Engineer (Commercial & Planning)

8th Floor, Vidyuthi Bhavanam, Pattom,

Thiruvananthapuram - 695 004, Kerala.

Telephone: +91 471 2514473, E-mail: dce.cp@kseb.in,

The representative of the applicants may be present at the time of opening of the Bid, if they so desire.

6. Evaluation Criteria:

The offers received from Traders/Utilities who have submitted required documents will be evaluated by a Committee and applicants will be shortlisted by assigning scores to each offers, based on the 3 (three years) Av.IEX price of S3 region prevailed from March 2018 to September 2020 for the respective month and duration offered during the supply period (Xs) and return period (Xr) and by applying a Multiplication factor(MF) for each month and duration during the supply period and return period. Return percentage (R%) and factor of D/30 where D is the number of days in the return period will also be considered while evaluating an offer.

Supply period			Return period		
Month/ duration		MF	Month/ duration		MF
March/ April / May	S1	2	June (starting from 16-06-2021)	R1	3
			July, August & September		1
18-22 hrs or 14-24hrs	S2	4	05-08hrs & 8-18 hrs & 22-24 hrs or part	R2	1
14-18 hrs & 22-24 hrs or part	S3	3			
Uniform RTC	S4	1.5	Any duration from or between 00.00-05.00 hrs	R3	0.5
Any duration from or between 00.00-05.00 hrs (not being part of RTC)	S5	0.5			

- i. In all cases exact duration to be specified.
- ii. The minimum supply quantum shall be 25 MW for a minimum continuous period of 15 days.
- iii. Offers with supply or return months/part of a month, other than that specified above shall be rejected.
- iv. The return quantum has to be limited to the quantum specified against each time slot specified under return period.
- v. For all other duration (not specified above) during the specified supply period and the specified return period the multiplication factor considered will be 1. However, for offers with non uniform RTC and non RTC supply, the duration overlapping with that specified in the table above, a prorated multiplication factor S5 (derived based on S2, S3 and S4) during supply period and R5 (derived based on R2, R3 and R4) during return period will be arrived at.
- vi. Each month will be considered separately and the monthly scores during supply months as well as return months will be added separately to get the score during the entire supply and return period respectively.
- vii. The minimum period of return should not be less than 1 month

$$\text{Monthly Score Supply period} = X_s \times S1 \times (S2 \text{ or } S3 \text{ or } S4 \text{ or } S5)$$

$$\text{Total Score Supply period} = \sum \text{Monthly Score Supply period}$$

$$\text{Monthly Score Return period} = X_r \times R1 \times (R2 \text{ or } R3)$$

$$\text{Total Score Return period} = \left[\frac{\sum \text{Monthly Score Return period}}{(D/30)} \right] \times \frac{R}{100}$$

An offer will be evaluated based on the Net score, where

$$\text{Net Score (S)} = \text{Total Score supply period (Minus) Total Score Return period}$$

- viii. In case of tie in the score obtained after this evaluation, the offers having lower return percentage will be considered for the selection of an offer. In case of further tie, then the offer having the lower trading margin will be considered..
- ix. In case of further tie in the final selection process, then the successful bidder will be selected through a lot.
- x. The bids submitted shall strictly conform to the supply and return period and duration. Bids with duration and period outside the specified duration and months during the supply period and return period will be rejected. Priority will be given to the offers submitted as per the requirement of KSEB Ltd.
- xi. Initially the Part-A envelope comprising of Technical Bid will be opened.
- xii. Part B envelope, i.e. financial bid of the bidders who are qualified in the technical bid only will be opened.

- 6.1 If required, KSEB Ltd may seek clarifications on any aspect of bid submitted by the successful bidder. If a written response is requested, it must be provided within two (2) days. The response(s) received beyond two days, if any, will not be considered. The decision of KSEB Ltd in this regard will be final.
- 6.2 KSEB Ltd will not be responsible for non-receipt of bids within the specified date and time due to any reason or holidays in between.
- 6.3 The bidder shall bear all costs associated with submission of bid and KSEB Ltd will not be responsible or liable for any cost thereof, regardless of the outcome of the process.
- 6.4 Applicants must inform KSEB Ltd immediately in writing of any material change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For successful bidder, this requirement applies until a contract is awarded.
- 6.5 The applicant should be a reputable organization and the applicant or its parent Company should not be blacklisted by any Government or regulatory agency/body or by a Public sector entity.

7. Offer validity period

The offers shall remain valid for 45 days from the date of opening of bid. The offers shall have to extend the period of validity for a specified additional period, if KSEB Ltd request for the same, based on mutual agreement.

8. KSEB Ltd right to accept and reject any Offer

- 8.1 The applicants are advised to ensure that the offer is fully complied with the requirements specified and terms and conditions contained in this Bid document. KSEB Ltd reserves the right, at any time, to waive any of the requirements of this document if it is deemed in the interest of KSEB Ltd.
- 8.2 KSEB Ltd, in its own discretion, has the right to reject all offers and drop inviting tender at any stage without assigning any reason and no claim on any account in this regard shall be entertained.

9. Confidentiality

The applicant shall have to treat this bid document and contents therein, strictly confidential. No disclosure of the document together with all its annexure and schedules should be made to any third person.

10. Issue of Letter of Award

10.1 Subject to the clause 6.5 above, KSEB Ltd shall intimate the acceptance of offer for banking of power to the successful bidder(s) (whose offer has been accepted) through a Letter of Award (LoA), which shall be unconditionally accepted and returned within two days, failing which KSEB Ltd reserves the right to select the next eligible applicant.

10.2 In case the LOA is issued, but the Selected Bidder(s) is/are not in a position to fulfil the requirement, their EMD shall be forfeited as the case may be.

10.3 The quantum of power during the contractual period may be increased / decreased subsequent to issuance of LoA or signing of the banking agreement on mutual consent on same terms and conditions. The contract shall become effective to the extent and periods for which open access is granted under STOA by POSOCO/concerned RLDCs.

11. Governing Law

All matters arising out of or in conjunction with this Bid document and/or the bidding process shall be governed by and construed in accordance with Indian laws and courts of Thiruvananthapuram shall have exclusive jurisdiction.

12. Disclaimer

Neither KSEB Ltd nor its employees or consultants shall be liable to any applicant or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the offer, or any matter that may be deemed to form part of the Bid document or any other information supplied by or on behalf of KSEB Ltd or its employees or consultants.

13. Address for Communication

In case of any clarifications please contact the office of the undersigned in the details given below and no request regarding giving relaxation or for overlooking any mistake committed by the Applicant after the submission of Bid will be entertained.

The Chief Engineer (Commercial & Planning)

8th Floor, Vidyuthi Bhavanam, Pattom,

Thiruvananthapuram - 695 004, Kerala.

Telephone: +91 471 2514366 E-mail: dce.cp@kseb.in;

Sd/-

Dy. Chief Engineer (Commercial & Planning)
with full powers of Chief Engineer.

Annexure I

Acceptance of General Terms and Conditions

We have carefully gone through the document of Tender No.....dated..... and satisfied ourselves and hereby confirm that our/my offer strictly conform to the requirement of the bid document and all the terms and conditions are acceptable to us.

Signature of authorized person: Name:

Designation: Date:

Place:

Note: In case of company, enclose copy of Power of Attorney in favour of the authorized person to sign this Bid to be submitted. In case of Partnership it must be signed by a partner (copy of partnership deed should be enclosed) and in the absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, certified copies of which shall be enclosed.

Annexure II

PARTICULARS OF THE APPLICANT

Sl.No.	Particulars	Details
1	Name of the firm	
2	Postal address Telephone No. Email id	
3	Type of Organization	
4	Date of commencement of business	
5	List of clients along with their addresses and contact telephone. Fax Nos. and type of services offered and/or being offered to them.	
6	Copies of latest partnership deed / ownership deed, Memorandum of Association/ Articles of Association, Certificate of Incorporation, as applicable	

Signature by Authorized Person:

Name:

Designation:

Date:

Contact Person:

Designation:

e-mail id / Mobile number:

Annexure III

A. Supply period to KSEB Ltd (As per the Confirmed Lol)

Supply Period	Duration hrs	MW
Mar-2021	RTC	
	14-24	
Apr-2021	RTC	
	14-24	
May-2021	RTC	
	14-24	

B. Return of power from KSEB Ltd (Please refer to clause 5.4)

Return period					
Duration hrs	16-06-2021 to 30-06-2021	July 2021	August 2021	September 2021	% Return
0-5					
5-8					
8-18					
22-24					

NAME AND SIGNATURE OF AUTHORIZED PERSON

Designation

Place

Date:

Company Seal:

Annexure IV

TRADING MARGIN

The trading margin while importing power to KSEB Ltd under the banking arrangements during the supply period specified in the Bid document shall be __ paise/kwh.

NAME AND SIGNATURE OF AUTHORIZED PERSON

Designation

Place

Date:

Company Seal:

Annexure V

Time table

Sl. No.	Event	Date
1.	Publication of tender	10-12-2020
2.	Receipt of Clarification on queries	14-12-2020 (3 pm)
3.	Publishing of Response to queries	16-12-2020
4.	Last date of Submission of Bid	04-01-2021 (2 pm)
5.	Opening of technical bid followed by opening of financial bid	04-01-2021 (3 pm)
6.	Clarification, if any, sought from Applicants	06-01-2021
7.	Issuing of LoA to the successful bidder(s)	After getting approval from KSERC

Annexure VI
Format of EMD

EVALUATION OF BANKING TENDER -04-01-2021

Name of the Bidder	Supply Period	Quantum	Duration	Return %	Units to be supplied	Return period	Units to be returned	Return duration	MW to be returned	Trading margin (ps/kwh)	Trading Margin Amount	Score Received
Manikaran-BRPL	Mar-21	50	RTC	105%	37200	16-06-2021 to 30-06-2021	39060	0-5	130.2	0.86	319920	-62.80
								5-8	130.2			
								8-18	130.2			
								22-24	130.2			
PTC- TPDDL	Mar-21	50	RTC	102%	104200	16-06-2021 to 30-09-2021	106284	0-5	141.90	2.48	2584160	38.60
		100	14-24					141.90				
	Apr-21	50	RTC					22-24	141.90			
		Statkraft-BYPL	50					14-24	103%			
14-17	63.41											
22-24	63.41											

Note: As per PTC bid (Utility- TPDDL) the return quantum can be adjusted to quantum as specified in the tender document also, if required, instead of uniformly distributed pattern (please see 22-24(Jun-21 & Sep21) and 0-5 (Sep21)

Annexure-2

Evaluation of Bid submitted by PTC

Supply period

Supply Period	Duration	MF Month (S1)	MF duration (S2/S3/S4/S5)	Av IEX price (Xs)	Supply Score
Mar-20	RTC	2	1.50	3.33	10.00
	14-24	2	4.00	3.58	28.67
Apr-20	RTC	2	1.50	3.29	9.86
	14-24	0	0.00	3.58	0.00
May-20	RTC	0	0.00	3.50	0.00
	14-24	0	0.00	3.95	0.00
					48.53

Return period

Return period	Duration	MF Month (R1)	MF duration (R2/R3/R4/R5)	Av IEX price (Xr)	Return Score
16-06-2020 to 30-06-2020	0-5	3	0.5	3.206	4.8095
	5-8	3		2.801	0
	8-18	3		2.745	0
	22-24	3	1.00	4.990	14.97
01-07-2020 to 31-07-2020	0-5	1	0.5	2.752	1.38
	5-8	1		2.729	0.00
	8-18	1		2.656	0.00
	22-24	1	1.00	4.132	4.13
01-08-2020 to 31-08-2020	0-5	1	0.5	2.667	1.33
	5-8	1		2.796	0.00
	8-18	1		2.628	0.00
	22-24	1	1.00	3.567	3.57
01-09-2020 to 30-09-2020	0-5	1	0.5	2.921	1.46
	5-8	1		3.108	0.00
	8-18	1		3.031	0.00
	22-24	1	1.00	3.814	3.81
					9.9428

NET SCORE 38.6

Evaluation of Bid submitted by Manikaran

Supply period

Supply Period	Duration	MF Month (S1)	MF duration (S2/S3/S4/S5)	Av IEX price (Xs)	Supply Score
Mar-20	RTC	2	1.50	3.33	10.00
	14-24	0	0.00	3.58	0.00
Apr-20	RTC	0	0.00	3.29	0.00
	14-24	0	0.00	3.58	0.00
May-20	RTC	0	0.00	3.50	0.00
	14-24	0	0.00	3.95	0.00
					10.00

Return period

Return period	Duration	MF Month (R1)	MF duration (R2/R3/R4/R5)	Av IEX price (Xr)	Return Score
16-06-2020 to 30-06-2020	0-5	3	0.5	3.206	4.8095
	5-8	3	1	2.801	8.402
	8-18	3	1	2.745	8.235
	22-24	3	1.00	4.990	14.97
01-07-2020 to 31-07-2020	0-5	0	0	2.752	0.00
	5-8	0	0	2.729	0.00
	8-18	0	0	2.656	0.00
	22-24	0	0	4.132	0.00
01-08-2020 to 31-08-2020	0-5	0	0	2.667	0.00
	5-8	0	0	2.796	0.00
	8-18	0	0	2.628	0.00
	22-24	0	0	3.567	0.00
01-09-2020 to 30-09-2020	0-5	0	0	2.921	0.00
	5-8	0	0	3.108	0.00
	8-18	0	0	3.031	0.00
	22-24	0	0	3.814	0.00

72.8330

NET SCORE -62.8

Evaluation of Bid submitted by Statkraft

Supply period						
Supply Period	Duration	MF Month (S1)	MF duration (S2/S3/S4/S5)	Av IEX price (Xs)	Supply Score	
Mar-20	RTC	2	1.50	3.33	10.00	
	14-24	2	4.00	3.58	28.67	
Apr-20	RTC	0	0.00	3.29	0.00	
	14-24	0	0.00	3.58	0.00	
	RTC	0	0.00	3.50	0.00	
May-20	14-24	0	0.00	3.95	0.00	
						38.67

Return period						
Return period	Duration	MF Month (R1)	MF duration (R2/R3/R4/R5)	Av IEX price (Xr)	Return Score	
16-06-2020 to	0-3	3	0.5	3.510	5.2655	
	5-8			2.801	0	
30-06-2020	14-17	3	1	3.095	9.284	
	22-24	3	1.00	4.990	14.97	
01-07-2020 to	0-5	1	0.5	2.971	1.49	
	5-8			2.729	0.00	
31-07-2020	8-18	1	1	2.771	2.77	
	22-24	1	1.00	4.132	4.13	
01-08-2020 to	0-5	1	0.5	2.834	1.42	
	5-8			2.796	0.00	
31-08-	8-18	1	1	2.669	2.67	

2020	22-24	1	1.00	3.567	3.57
01-09-2020 to 30-09-2020	0-5	1	0.5	3.072	1.54
	5-8	1		3.108	0.00
	8-18	1	1	3.191	3.19
2020	22-24	1	1.00	3.814	3.81

15.1689

NET SCORE 23.50