KERALA STATE ELECTRICITY BOARD LIMITED
(Incorporated under the Indian Companies Act, 1956)
Tariff & Regulatory Affairs Cell
Vydyuthi Bhavanam Pattom Thiruvananthapuram 695 004 India
Phone (O) +91 471 2514554, 2514319
Fax: +91 471 2448213 E-mail: trac@ksebnet.com

KSEB/TRAC/KSERC/ 2020-21/ 713
-~~1-2021~~

dtd. 15.2.2022

To

The Secretary,
Kerala State Electricity Regulatory Commission,
KPFC Bhavanam,
Vellayambalam.

Sir,

Sub: Petition seeking approval for entering into short term power procurement arrangement through banking transactions during the period from March 2022 to September 2022 – reg:

KSEBL humbly submit herewith a petition seeking approval for entering into short term power procurement arrangement through banking transactions during the period from March 2022 to September 2022 for kind consideration.

Yours faithfully,

Chief Engineer (Commercial & Tariff)

Acc: Cheque N0.
(Original + 5 copies)

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 78 of the KSERC (Terms and Conditions for Determination of Tariff) Regulations 2021 seeking approval for entering into short term power procurement arrangement through banking transactions during the period from March 2022 to September 2022 with M/s. BSES Rajadhani Power Ltd. through M/s. Arunachal Pradesh Power Corporation Pvt. Ltd.

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

Respondent : Arunachal Pradesh Power Corporation Pvt. Ltd.,
#203, 2nd Floor, Tower-D, Global business Park,
Gurgaon-122002 (Haryana).

AFFIDAVIT VERIFYING THE PETITION

I, Sri. Sasankan Nair C.S, son of Sri. G.Chellappan Pillai aged 55 years residing at Sasindu, Snehapuri Road, Karumamom, Thiruvananthapuram , do solemnly affirm and say as follows:

I am the Chief Engineer (Commercial & Tariff) of the Kerala State Electricity Board Ltd., Vydyuthi 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 14th day of February 2022 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

Chief Engineer (Commercial & Tariff)
Kerala State Electricity Board Limited
Vydyuthi Bhavanam, Pattom
Thiruvananthapuram – 695 004.

VERIFICATION

I, the above named deponent, solemnly affirm at Thiruvananthapuram on this, the 14th day of February 2022 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

Chief Engineer (Commercial & Tariff)
Kerala State Electricity Board Limited
Vydyuthi Bhavanam, Pattom
Thiruvananthapuram – 695 004.

Solemnly affirmed and signed before me.

15.2.2022

Advocate and Notary

T.N. OMANA
Advocate & Notary
Thiruvananthapuram Revenue District
Kerala State South India

GOVT. OF KERALA NOTARY
T.N. OMANA
THIRUVANANTHAPURAM REVENUE DISTRICT
Reg. No. 78/2011
EXPIRY DE. 27/01/2027

SPECIAL ADHESIVE
SPECIAL ADHESIVE

BEFORE THE HON'BLE KERALA STATE ELECTRICITY REGULATORY COMMISSION

In the matter of: Petition under Regulation 78 of the KSERC (Terms and Conditions for Determination of Tariff) Regulations 2021 seeking approval for entering into short term power procurement arrangement through banking transactions during the period from March 2022 to September 2022 with M/s. BSES Rajadhani Power Ltd. through M/s. Arunachal Pradesh Power Corporation Pvt. 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 March 2022 to September 2022 with M/s. BSES Rajadhani Power Ltd. through M/s. Arunachal Pradesh Power Corporation Pvt. Ltd. for economically managing power shortage anticipated during the ensuing summer season.

2. In view of the upcoming summer 2022, the Load-Generation-Balance (LGB) for summer and monsoon 2022 was reviewed by KSEBL to ascertain the probable deficit /surplus assessment, so that early action to meet the expected power deficit during summer 2022(March 2022 to May 2022) and to manage the expected energy surplus during Monsoon 2022(Mid June 2022 to Sep-2022), can be initiated.

3. On analysis of the peak and energy availability in the State for the period from March 2022 to May 2022, considerable shortage upto around 380MW is anticipated. The LGB for the period from March 2022 to May 2022 is submitted below.

	Mar 22	**Apr 22**	**May 22**
Expected Peak Demand	4400	4420	4475
Hydro	1500	1477	1382
Wind+Small hydel-IPPs	20	20	20
CGS	1250	1250	1250
LTA + Medium term	1200	1200	1200
STOA-OA consumers	50	50	80
Total	4020	3997	3932
Surplus(+)/ Deficit (-)	**-380**	**-423**	**-543**

Assumptions:

- Hydro availability is considered after factoring normal maintenance schedule and credible outage of 100MW.
- CGS availability is taken as per the latest LGBR released by SRPC with 10% credible outage.
- LTA availability factored with credible outage of 100 MW.
- Medium term procurement of 270MW factored.

4. KSEBL decided to meet 50% of the deficit through banking transactions. Therefore, it was decided to invite banking tender with a supply quantum of 150 MW for the period from 18:00 to 24:00 Hrs during March, April and May 2022. The return quantum proposed was maximum of 100 MW from 23:00 to 1:00 Hrs and maximum of 300 MW from 1:00 to 4:00 during the months of 15th June to 31st September 2022 as submitted below.

Supply period		**Return period**		
Month	Duration/MW	Month	Duration/ Max MW return possible against each slot	
	18 to 24 hrs		23.00 to 01:00	01:00 to 04:00
Mar-22	150	15-06-2022 to 30-06-2022	100	300
Apr-22	150	Jul-22	100	300
May-22	150	Aug-22	100	300
		Sep-22	100	300

5. Two traders viz; M/s. Refex Energy Ltd. & M/s. Arunachal Pradesh Power Corporation Pvt Ltd submitted their offers in the banking tender as submitted below.

Utilities/ Traders	**Supply**			**Return**				Trading Margin (paise/kWh)
	Supply period	Duration (Hrs)	Quantum (MW)	Return period	Duration (Hrs)	Quantum (MW)	Return %	
Arunachal Pradesh Power Corporation Pvt Ltd	March 2022	18:00 to 24:00	**100** (From M/s BRPL)	15.06.2022 to 30.06.2022	23:00-01:00	123.48	102.9	2.75
					01:00-04:00	123.48		
				01.07.2022 to 15.07.2022	23:00-01:00	123.48		
					01:00-04:00	123.48		
Refex Energy Ltd	March 2022	00:00 to 24:00 (RTC)	**30**	16.06.2022 to 30.06.2022	00:00-19:00 22:00-24:00	-	103	2.835
				01.07.2022 to 31.07.2022	00:00-19:00 22:00-24:00			

6. After evaluation, it was decided to issue LoA to the successful bidder M/s. Arunachal Pradesh Power Corporation Pvt Ltd , subject to approval from Hon'ble KSERC, for the following supply and return quantum. The evaluation sheet is enclosed as **Annexure-2.**

Utilities/ Traders	Supply			Return				Trading Margin (paise/kWh)
	Supply period	Duration (Hrs)	Quantum (MW)	Return period	Duration (Hrs)	Quantum (MW)	Return %	
Arunachal Pradesh Power Corporation Pvt Ltd	March 2022	18:00 to 24:00	**100** (From M/s BRPL)	15.06.2022 to 30.06.2022	23:00-01:00	123.48	102.9	2.75
					01:00-04:00	123.48		
				01.07.2022 to 15.07.2022	23:00-01:00	123.48		
					01:00-04:00	123.48		

7. As per Regulation 78 of the KSERC (Terms and Conditions for Determination of Tariff) Regulations 2021, approval of Hon'ble Commission is required for_short-term power procurement agreement or arrangement by way of exchange of energy under banking transactions,

8. Therefore, the instant petition is filed seeking approval of Hon'ble Commission for issuing LoA to M/s. Arunachal Pradesh Power Corporation Pvt Ltd for the banking transaction with BRPL as above for meeting the anticipated power shortage in the coming summer.

9. It is humbly submitted that the offer submitted by Arunachal Pradesh Power Corporation Pvt Ltd shall remain valid only for 45 days from the date of opening of tender i.e. upto 03-03-2022.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.BRPL through M/s. Arunachal Pradesh Power Corporation Pvt Ltd. for the period from 1-3-2022 to 30-9-2022.

Chief Engineer (Commercial &Tariff)

Acc: 1.Copy of Tender document.
2. Copy of Evaluation.

Firm 2: Arunachal Pradesh Power Corp Pvt Ltd.

Supply

Supply period	Duration	MF Month	MF Duration	Av IEX Price	Supply Score	Net Score
Mar-22	18-24	2	4	4.104	32.832	
Apr-22	18-24	0	0	4.051	0	
May-22	18-24	0	0	3.967	0	
					32.832	

Return

Supply period	Duration	MF Month	MF Duration	Av IEX Price	Supply Score	
Jun-22	23.00-01.00	3	1	4.583	13.749	
	01.00-04.00	3	0.5	3.083	4.625	
Jul-22	23.00-01.00	1	1	3.672	3.672	
	01.00-04.00	1	0.5	2.709	1.355	
Aug-22	23.00-01.00	0	1	0.000	0.000	
	01.00-04.00	0	0.5	0.000	0.000	
Sep-22	23.00-01.00	0	1	0.000	0.000	
	01.00-04.00	0	0.5	0.000	0.000	
					23.400	9.433

(Annexure Pg 2/2)

Firm 1: Refex Energy

Supply

Supply period	Duration	MF Month	MF Duration	Av IEX Price	Supply Score	Net Score
Mar-22	18-24	2	0	4.104	0	
Apr-22	18-24	0	0	4.051	0	
May-22	18-24	0	0	3.967	0	
					0	

Return

Supply period	Duration	MF Month	MF Duration	Av IEX Price	Supply Score	
Jun-22	23.00-01.00	3	0	4.583	0.000	
	01.00-04.00	3	0	3.083	0.000	
Jul-22	23.00-01.00	1	0	3.672	0.000	
	01.00-04.00	1	0	2.709	0.000	
Aug-22	23.00-01.00	1	0	4.052	0.000	
	01.00-04.00	1	0	2.893	0.000	
Sep-22	23.00-01.00	1	0	3.685	0.000	
	01.00-04.00	1	0	3.027	0.000	
					0.000	0.000

KSEB

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BID DOCUMENT

Tender invited from Utilities and Traders for banking power with KSEB Ltd during the period from 01-03-2022 to 30-09-2022.

Tender No. CE(C&P)/Banking Tender-1/2021-22/

Issued By

Chief Engineer (Commercial & Tariff),

8th Floor, Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695004, Kerala.
Telephone: +91 471 2514366
E-mail: dce.cp@kseb.in

... December 2021

1. Background

1.1 Kerala State Electricity Board Ltd, (hereinafter referred to as "KSEB Ltd") having its head office at Vydyuthi 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 2022 to September 2022 shown below:

Supply period		Return period		
Month	Duration (hrs)/MW	Month	Duration(hrs) / Max MW return possible against each slot	
	18.00 to 24.00		23:00 to 01:00	01:00 to 04:00
Mar-22	150	15-06-2022 to 30-06-2022	100	300
Apr-22	150	Jul-22	100	300
May-22	150	Aug-22	100	300
		Sep-22	100	300

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 LoI/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 Sources supplying power can be from any Region i.e. NR/NER/WR/ER/ SR

3.6 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.

3.7 Offers should mention the supply/ return period with exact duration indicating the required return percentage. Conditional offers will not be accepted.

3.8 The minimum period of return should not be less than 1 month.

3.9 KSEB Ltd shall pay trading margin (in case the applicant is a trader) limited to a maximum of 3 paisa per unit at the time of importing of power during the supply period of the banking arrangement.

3.10 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.

3.11 Tender fee of Rs. 15000+18%GST and EMD worth Rs. 5 lakhs (Utility exempted) is mandatory.

3.12 The offers shall remain valid for 45 days from the date of opening of tender.

3.13 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.

3.14 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, Transmiss charges i.e. PoC withdrawal charges and transmission losses i.e. PoC withdrawal loss beyond the delivery point (Regional periphery) of the exporting utility shall be to t account of importing utility. In case the selected applicant is a trader, the bills on accou of Open Access charges paid on behalf of KSEB Ltd may be raised to KSEB Ltd. KSE Ltd will reimburse these bills in full to the Trader within 5 (five) working da (excluding the date of submission of invoice) from the date of submission of invoic which will be considered as due date. If due date of payment happens to be a holiday fo Banks, then payment will be made on the next working day. No rebate is applicable o Open Access bills. Trader can levy a surcharge of 15% per annum on the Open Acces 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.

3.15 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."

3.16 KSEB Ltd shall pay trading margin (in case the applicant is a trader) **limited to a maximum of 3 paisa 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.

3.17 Force majeure conditions:

The parties shall ensure due compliance with terms of LOI. However, no party shall liable for any claims for any loss or damage whatsoever arising out of failure to carry c the terms of the LOI to the extent that such a failure is due to the reasons governed l Force Majeure like rebellion, mutiny, civil, commotion, riot, strike, lock out, natur calamity, Act of God and technical constraints / transmission constraints imposed b RLDC/RPC beyond the control of the parties. But any party claiming the benefit of thi clause shall fully satisfy the other party within 24 hrs of such Force Majeure. Supply/draw of power shall be resumed immediately by the parties concerned after such eventualit 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 15.-12-2021 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 12-01-22 ~~12-12-2021~~ 2 pm. The opening of Bid is scheduled on 12-01-22 ~~12-12-2021~~ 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 01-03-2022 30-09-2022"** accompanying the requisites as mentioned above, shall be sent/ submitted to:

The Chief Engineer (Commercial & Tariff)
8th Floor, Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695 004, Kerala.
Telephone: +91 471 2514366, 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 4 (four years) Av. IEX price of S3 region prevailed from March 2018 to September 2021 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 15-06-2022)	R1	3
			July, August & September		1
18.00–24.00 hrs	S2	4	23 to 01 Hrs	R2	1
			Any duration from or between 01 to 04 Hrs	R3	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

Monthly Score Supply period = Xs x S1 x (S2 or S3 or S4 or S5)

Total Score Supply period = ∑Monthly Score Supply period

Monthly Score Return period = Xr x R1 x (R2 or R3 or R4 or R5)

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

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

Net Score (S) = **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.

Applicants must inform KSEB Ltd immediately in writing of any material change in th ownership or their financial or technical capacity. Copies of relevant documents must l submitted with their advices. For successful bidder, this requirement applies until contract is awarded.

6.5 The applicant should be a reputable organization and the applicant or its parent Compar should not be blacklisted by any Government or regulatory agency/body or by a Publi sector entity.

7. Offer validity period

The offers shall remain valid for 45 days from the date of opening of bid. The offers sha have to extend the period of validity for a specified additional period, if KSEB Ltd reques 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 th eligible applicant.

10.2 In case the LOA is issued, but the Selected Bidder(s) is/are not in a posit fulfill 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 / decre subsequent to issuance of LoA or signing of the banking agreement on mı consent on same terms and conditions. The contract shall become effective to extent and periods for which open access is granted under STOA POSOCO/concerned RLDCs.

11. Governing Law

All matters arising out of or in conjunction with this Bid document and/or the biddir process shall be governed by and construed in accordance with Indian laws an 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 Bidl will be entertained.

The Chief Engineer (Commercial & Tariff)
8th Floor, Vydyuthi Bhavanam, Pattom,
Thiruvananthapuram - 695 004, Kerala.
Telephone: +91 471 2514366, E-mail: dce.cp@kseb.in;

Sd/-
Chief Engineer (Commercial & Tariff)

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 LoI)

Supply Period	Duration hrs	MW
Mar-2022	18.00-24.00	
Apr-2022	18.00-24.00	
May-2022	18.00-24.00	

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

	Return period				
Duration hrs	15-06-2022 to 30-06-2022	July 2022	August 2022	September 2022	% Return
23:00 to 01:00 Hrs					
01:00 to 04:00 Hrs					

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	10-12-2021
2.	Receipt of Clarification on queries	15-12-2021 (3 pm)
3.	Publishing of Response to queries	22-12-2021
4.	Last date of Submission of Bid	12-01-2022 (2 pm)
5.	Opening of technical bid followed by opening of financial bid	12-01-2022 (3 pm)
6.	Clarification, if any, sought from Applicants	15-01-2022
7.	Issuing of LoA to the successful bidder(s)	After getting approval from KSERC

Annexure VI

Format of EMD