

Tender No. 3 TNEB/ 2009-10

Dated 28.01.2010

NOTIFICATION

Sub: Notice inviting Tender for procurement of Peak power (18.00 to 22.00 hrs) to the tune of 475 MW during the month of February 2010 and 1000 MW during the months of March 2010 to May 2010 from CERC approved Category – I traders, and state utilities by Tamil Nadu Electricity Board - reg.

TNEB invites tender from CERC approved category –I traders and state utilities for supply of peak power (18.00 to 22.00 hrs) to the tune of 475 MW during the month of February 2010 and 1000 MW during the months of March 2010 to May 2010.

The bids should be sent in a double sealed cover with an inner sealed cover. The rate offered by the traders / State utilities should be furnished only in the inner sealed cover. The outer sealed cover shall have the terms and conditions.

The quotation shall be sent to the following address with superscribing as **“Purchase of Peak Power (18.00 to 22.00 hrs) to the tune of 475 MW during the month of February 2010 and 1000 MW during the months of March 2010 to May 2010 from CERC approved category –I traders and State utilities”** on the top of the outer cover. **Telegraphic offer or offers received through telex messages or by cable or fax or E- mail shall not be considered under any circumstances.**

The Chief Engineer/Operation
Tamil Nadu Electricity Board,
MLDC Block, Ist floor,
144, Annasalai, Chennai- 600 002.
Phone No : 044 – 28521088.
Fax No : 044 – 28545291.

The offer should reach this office **on or before 03.02.2010 @ 14.00Hrs and will be opened at 14:15 pm on the same day** in the chamber of Chief Engineer/Operation, Chennai in the presence of authorized representatives of the bidders. Bids received after the deadline will not be entertained.

SD xxxxxxxx Dt. 28/01/10
Chief Engineer/Operation/TNEB, Chennai – 2.

The terms and conditions for bidding can be downloaded from TNEB’s web site viz., <http://www.tneb.in>, or a hard copy can be collected in person from the office of the Chief Engineer / Operation / TNEB – Chennai-2

ANNEXURE

Purchase of Peak power (18.00 to 22.00 hrs) to the tune of 475 MW during the month of February 2010 and 1000 MW during the months of March 2010 to May 2010)

1) Delivery Point:

To be specified.

2) Scheduling:

The trader will schedule the power in full expect in case of transmission constraints. The scheduling and dispatch of the power shall be coordinated with the respective RLDCs as per the relevant of the provisions of IEGC and frame work of ABT and the decisions of RLDCs and RPCs. Copy of daily schedule shall be forwarded to TNEB on daily basis.

3) Open Access:

The power shall be scheduled and dispatched as per the relevant provisions of CERC Regulations dated 30th January 2004 "Open access in Inter State Transmission", CTU/RLDCs "Procedure for reservation of Transmission capacity to short term open access" dated 28th January 2008, Amended regulation on 20th May 2009 and further amended from time to time.

4) Corridor Booking:

The trader should arrange for open access to lift the power from the delivery point. As per open access regulations the trader has to book the transmission system corridor after making necessary advance payments.

Any liability on account of open access or any clarification on open access upto the delivery point will not come under purview of TNEB.

5) Transmission Charges and Losses:

The transmission charges, transmission losses, regional load despatch charges, state load despatch charges beyond the delivery point shall be borne by TNEB. However such charges upto the delivery point shall be borne by trader.

6) Rate:

Lowest single rate month wise should be quoted for the firm power and should be limited to two decimals.

The tariff should be firm and shall be no escalation during the contractual period. The source of supply of power and the trader margin are to be mentioned. This offer should be valid for minimum 30 days.

7) Billing Cycle:

Supplier may raise weekly energy bill followed by REA based final monthly bill.

8) Payment Terms:

The payment will be made within 7 working days from the date of receipt of invoice. If 7th day being a holiday then payment will be made on the next working day.

9) Rebate for Prompt Payment:

That TNEB should be permitted to avail 2% rebate on each billed amount raised by the trader if the payment is made as per Clause (8) above.

10) Force Majeure:

No party shall be liable for any claim of any damage whatsoever arising out of failure to carry out the terms of the agreement due to the reasons governed by Force Majeure conditions as given below:

- 1) Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage.
- 2) Act of God, including lighting cyclone, typhoon, flood, tidal waves, earthquake, land slide, epidemic or similar cataclysmic event.
- 3) Non-granting of open access by RLDCs

Where a non performing party is unable to perform its obligations under the above reasons of Force Majeure, the non performing party shall notify the other party within two days of the above occurrence of Force Majeure, identifying the nature of the event or circumstances of Force Majeure, the expected duration of such Force Majeure for which such obligations are expected to be affected.

11) Compensation:

Without prejudice the provisions of Force Majeure, if trader fails to supply 90% of the contracted quantum of power, trader shall pay compensation to TNEB @ Rs. 1.00 (Rupees One only) per Kwh for quantum of shortfall of 90% in energy terms in a month.

In case TNEB fails to schedule 90% of contracted quantum of power for which open access has been granted, TNEB shall pay compensation to trader @ Rs. 1.00 (Rupees One only) per Kwh for the quantum that falls short of 90% in energy terms in a month.

12) Tenderer should furnish an undertaking as below along with the offer:

“(Name of the Trader) shall not get any undue benefits other than Trader Margin for the power sold to TNEB and shall not entertain any arrangement with the seller of power to get any benefit including sharing of profit.”

13) Resolution of Dispute:

All differences or disputes between the parties arising out of or in connection with these transactions covered by this agreement shall be settled in accordance with these statutory provisions of Electricity Act 2003 – Section 158 as amended from time to time. In case of disagreement between the parties, the matter shall come under the jurisdiction of Hon'ble High Court at Chennai. Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under this agreement.

14) Performance Guarantee:

The trader shall have to furnish the Performance Bank Guarantee (PBG) from a nationalized bank or Scheduled bank, Equivalent to 10% of the expected monthly charges in favour of “Tamil Nadu Electricity Board/ Chennai ”, before the payment of first bill and shall be valid till the end of June 2010.

15) Quantum:

The minimum quantum offered should be 50 MW and the sources shall be from a single region.

Annexure "A"

FIRM PEAK POWER (18:00 to 22:00 HOURS)

Sl.No.	Name of the Trader/ State Utilities	Delivery Point	Rate in Rs./unit at delivery point	Quantum in MW