

**Expression of Interest
for
Procurement of Group Captive
Renewable Power under
Long Term Basis to
Bharat Heavy Electricals Limited, Bhopal**

This Document Contains:

1. EOI Document
2. General Terms and Conditions
3. Bidders Company Data (Annexure -A)
4. Initial Price Offer (Annexure –B)
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(EOI No.: EOI/ BHELBPL/July22/01)

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NOTE: This document outlines the terms and conditions subject to which Bharat Heavy Electrical Limited (BHEL), Bhopal is inviting EOI for procurement of Renewable Power and the details to be provided by the Bidder while submitting the bids.

**Expression of Interest (EOI) for Long Term
Purchase of Group Captive Renewable Power
(EOI No. EOI/ BHELBPL/July22/01)**

Bharat Heavy Electricals Limited, Bhopal herein after referred to as BHEL, having its registered office at Siri Fort, New Delhi-110049, is inviting bids for procurement of Renewable Energy (RE power) through **Group Captive basis**, under long term arrangement for the period of **15 years or more** for meeting its Renewable Purchase Obligations of **50 MUs** (Million Units) **per year**. Details of the quantum required is as per the Clause no 2. The RE power would be procured on **equity partnership basis** as per the latest 'Guidelines/Regulations for long-term RTC RE Power Procurement issued by the Central Government.'

01.	EOI Submission Address	Electrical Control Room, GPX, BHEL Bhopal Piplani - 462022
02.	EOI Submission E-Mail ID	ckjain@bhel.in
03.	Last Date for Bid Submission	August 11, 2022 @ 11.00 AM
04.	Date of opening of Bid	August 11, 2022 @ 02:00 PM

1. BHEL reserves the right to increase/ decrease the quantum mentioned as per their requirement.
2. In case, date of opening happens to be a holiday, then the last date of submission and opening of EOI will automatically get shifted to the next working day.
3. Bids should reach the mentioned address by post or to the mentioned E-Mail ID on or before the last date of Bid submission.
4. BHEL reserves the right to reject any or all bids or to accept any bid in full or in part, as may be required without assigning any reason whatsoever.

GENERAL TERMS & CONDITIONS FOR PROCUREMENT OF RENEWABLE POWER

1. PRE QUALIFYING CRITERIA:

- A. License - The bidders should have a valid license from the Central Electricity Regulatory Commission (CERC) or State Electricity Regulatory Commission (SERC) for Inter-State/ Intra-State trading of Electricity. The bidder is also required to submit a certified true copy of the same along with the bid.
- B. The bidder should have supplied at least 15 Million units or 3MW under Group captive RE power for a period of at least one year during the last 7 years. Bidders to submit proof of same.

2. BID QUANTITIES:

The Bidder(s) shall specify the quantum, to supply at delivery point to meet the demand profile specified at Clause No.2.3, along with details of offered capacity (MW), CUF and corresponding Million Units generated.

2.1 Annual Requirement of BHEL Bhopal: 50 MUs (Million Units)

- a) The bidder shall declare the **guaranteed annual power**. Calculation of power will be on yearly basis from 1st April of the year to 31st March of next year. For the first year of operation of the project, the annual power shall be calculated on pro rata basis for the complete year till 31st March from the 1st supply. Subsequently, the annual power will be calculated every year from 1st April of the year to 31st March next year.
- b) For PPA duration, the annual variation up to +/- 10% in declared guaranteed annual power is acceptable to BHEL.
- c) In case power is more than 110 percent of declared guaranteed annual power, bidder will be free to sell power to any other entity.
- d) In case of availability of power is less than 90 percent of declared guaranteed annual power, the bidder will be liable to pay compensation to BHEL, for the shortfall in availability of power. This will, however be relaxed to the extent of grid non-availability for evacuation, which is beyond the control of the bidder as certified by SLDC/ RLDC /Discom. The amount of such compensation will be calculated annually based on differential tariff charges for the shortfall in supplied units. (i.e. Differential tariff charges = Billed Energy Charges of Discom (MPMKVCCCL) - PPA tariff). The Billed Energy Charges will be considered as applicable for the first month of the subsequent financial year.

2.2 Capacity Utilization Factor (CUF):

- a) The bidder shall declare the **guaranteed annual CUF against guaranteed annual power**. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March of next year. For the first year of operation of the project, the annual CUF shall be calculated for the complete year till 31st March from the 1st supply. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.

- ### 2.3 Monthly Demand profile of BHEL, Bhopal



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3. SOURCES:

The bidder shall provide the details of source of supply i.e. whether the power shall be supplied from a single source or portfolio of sources. The bidder shall also specify whether the source(s) of supply is a solar or non-solar renewable source.

4. INITIAL PRICE OFFER (IPO):

The Bidder shall quote the Offer as per Annexure-B.

The price of offered power (in Rs./ kWh) should be quoted at the delivery point (i.e. BHEL Bhopal ex-bus) and should be limited to 3 (three) decimal points. The quoted price should be **FIRM** and there shall be **no change during the contractual period**.

- a) Price break up from generator bus upto the delivery point i.e. BHEL Bhopal ex-bus along with all statutory charges and other charges (if any) considered shall be provided.
- b) The transmission charges (POC Injection & Withdrawal charges), transmission losses (POC Injection & Withdrawal losses), STU Charges & Losses, RLDC/ SLDC charges, application/concurrence charges, or any other charges covered under Open Access Regulations notified by Central/Madhya Pradesh Electricity Regulatory Commission (CERC/MPERC) and the procedure for Open Access stipulated by the Central/State Transmission Utility (CTU/ STU) (as amended up to date) for supply of power up to the delivery point, shall be borne by the bidder.
- c) BHEL shall not be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the REA/SEA data of ERPC/SLDC as per the latest open access regulations applicable. However, Electricity Duty, if any, shall be borne by BHEL.
- d) Bidder(s) shall offer Round -the-Clock (0000–2400 Hrs.) power to match the load profile and meet the guaranteed annual power.
- e) If the offer is conditional/with any deviation to the mentioned terms, BHEL reserves the right to accept or reject the same without assigning any reason.

5. OPEN ACCESS:

- a) Booking of Transmission Corridors: The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. They shall be fully responsible for the timely filing of open access application before the nodal RLDC/SLDC and coordinating with the relevant RLDC/SLDC so as to get the timely consent & booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC/MPERC regulations for Long term open access and Procedure for reservation of Transmission Capacity for Long Term open access customers (Inclusive of all the amendments till date).

- b) The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route. It is therefore required from the bidder(s) to apply in LTOA for the period of supply of power to BHEL. Bidder shall submit monthly generation profile in advance (atleast 5 days prior to applying for open access) for approval to BHEL. Thereafter, bidder shall apply for open access.
- c) Refunds: In case BHEL surrenders the already booked Open Access corridor, BHEL shall bear the Open Access Charges, to be deducted by ERLDC/SLDC for such surrender of booked corridor as per the prevailing open access regulations. The open access charges as payable shall be reimbursed to the successful bidder(s) by BHEL on the receipt of the bill raised by bidder(s) if any. In case, the transmission corridor booked on advance reservation basis, is surrendered/cancelled by the bidder, then all the transmission charges shall be borne by bidder.

6. PAYMENT:

BHEL shall make energy payments on monthly basis within 15 days from the receipt of bill (excluding the day of receipt of bill).

7. REBATE:

Successful bidder(s) shall allow 1% (One Percent) rebate on the billed amount of energy charges including trading margin, if BHEL makes payment of the bill through RTGS within 7 days from the date of Receipt (excluding the day of receipt of bill). However, no rebate shall be applicable on payment of open access charges.

8. CONTRACT PERFORMANCE BANK GUARANTEE (CPBG):

The successful bidder(s) shall be required to furnish CPBG within 21 days from the date of communication from BHEL of bid being successful. The CPBG shall be in the form of BG from any scheduled bank in India or Demand Draft in favor of 'BHARAT HEAVY ELECTRICAL LIMITED' payable at BHOPAL or through RTGS transfer.

The value of CPBG shall be equivalent to amount of **nine months** of power consumed by BHEL. The value of CPBG shall be reviewed annually based on pro-rata basis. Validity of the CPBG shall be till 90th day from the last day of Contract.

9. REVISION OF SCHEDULE / CANCELLATION OF OPEN ACCESS:

Revision of Schedules by the successful bidder(s) should be Firm and intimated 5 working days in advance (except only in case of Forced Outage) so as to allow to arrange the revised quantum of power from any third party. In case of revision/ cancellation, the party seeking revision/ cancellation of Open Access shall bear the entire cost on its account due to such revision/ cancellation as per the applicable CERC regulations for LTOA.

10. COMPENSATION FOR DEFAULT IN SCHEDULING:

- a) It is mandatory on the part of the successful bidder(s) to apply for corridor for each and every month of the contract period through LTOA for the corresponding applicable period in line with clause 5 above. In case, the successful bidder(s) fails to timely apply for corridor, compensation shall be levied.
- b) The successful bidder(s) shall ensure that actual scheduling does not deviate by more than 10% (Ten Percent) of the contracted power as per the approved open access on monthly basis in line with clause 5 above.
- c) In case, deviation from the successful bidder(s) is more than 10% of contracted power for which open access has been allocated on monthly basis, the successful bidder(s) shall pay compensation @ Rs 1/kWh or the differential ex-bus tariff for the power arranged from any alternate source, whichever is higher, for the quantum of shortfall in excess of permitted deviation of 10% while continuing to pay open access charges as per the contract. The compensation amount will be deducted from monthly billing.
- d) In case, deviation from BHEL side is more than 10% of contracted power for which open access has been allocated on monthly basis, BHEL shall not pay any compensation.
- e) The compensation shall be calculated based on the energy supplied at the delivery point.
- f) The indicated percentage limitation of quantum is only to meet any technical problems due to poor PLF or due to shortage of fuel or due to some forced outage in the transmission line and not for utilizing the balance quantum for sales with 3rd parties. If it is found that the successful bidder(s) indulge in such practices, such quantum of energy sold shall carry compensation of Rs.10/kWh (Rupees Ten per unit). However, this will not be applicable when BHEL directs the successful bidder(s) to reduce the scheduling and such quantum reduced can be sold after getting the concurrence of BHEL.

11. SHORT CLOSURE: The contract / agreement may be short closed by serving advance notice of nine months.

12. FORCE MAJEURE:

None of the parties herein shall be liable to each other on account of failure or delay, which is caused by an event of "Force Majeure", defined as follows:

During the pendency of the Contract/Order, if the performance in whole/part by either party or any obligation there under is prevented/delayed by causes arising out of any war, hostility, civil commotion, acts of the public enemy, Sabotage, fire, floods, explosions, epidemics or non-availability of Government controlled raw material under order/ Instructions of Central/ State Government regulations, strikes, lockouts, embargo, acts of Civil/ Military authorities or any other causes beyond their reasonable control, neither of the two parties shall be made liable for loss or damages due to delay or failure to perform the contract during the currency of Force Majeure conditions, provided that the happening is notified in writing (with documentary proof) within 15 days from the date of the occurrence. Events of Force Majeure shall include the following:

- a) Fire, chemical or radioactive contamination, earthquakes, lightning, flood, drought, plague, epidemic, other natural calamities and acts of God resulting in the supply of power under this agreement being disrupted.
- b) Explosion, accident, breakage of transmission facilities transmitting power, Grid failure.
- c) Acts of war, invasion, riots, blockade, public disorder, civil commotion / unrest, civil riots, and sabotage making the performance of obligations herein impossible.

Note: - Occurrence of Force Majeure conditions must be intimated immediately on their occurrence and in no case later than 24 Hrs. from the time of occurrence.

13. POWER PURCHASE AGREEMENT:

The successful bidder (s) shall have to enter into a Power Purchase Agreement (PPA) with mentioned Terms and Conditions within 15 (fifteen) days from the date of Letter of Intent.

14. DISCLAIMER RIGHTS:

- I. This document shall not be construed as an offer and BHEL shall not be bound to purchase energy from any bidder pursuant to this document. BHEL reserves the right to modify or withdraw from the process initiated by it. BHEL reserves the right to reject any or all bids, or any portion of a specific bid for any reason. BHEL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.
- II. BHEL Bhopal will not provide any LAND for installation of RE facility.

Annexure A

BIDDER'S COMPANY DATA:

1. Name of the firm:
2. Name of the Contact Person:
3. E-Mail Address:
4. Postal Address:
5. Telephone:
6. Mobile No:
7. Inter/ Intra state license (copy to be enclosed)
8. Proof of having supplied (bill copy/agreement copy) at least 15 Million units or 3MW under Group captive RE power for a period of at least one year during the last 7 years.
9. Audited copy of Balance Sheet, Profit & Loss account and Cash Flow statement (if applicable) of last three years.

Signature of the Authorized Representative with Company Seal

Annexure B

Period	15 years or more
Duration	0000–2400 Hrs
Source of Supply	
Contracted Capacity (MW)	
Renewable (Solar / Wind / RE Combination)	
Transmission Route	
Delivery Point	BHEL,BHOPAL ex-bus
Equity Investment (Rs Cr / MW)	
RTC Tariff Fixed (Rs./ kWh)	
Start date for availability of power to BHEL Bhopal from the date of LOI.	

Note: - Rates at delivery point includes margin and Open access charges up to BHEL, BPL Ex- bus Periphery.

Signature of the Authorized

Representative Name:_____

Designation: _____

Annexure C

SCHEDULE OF DEVIATIONS

(To be filled by bidder)

Sl. No.	Clause No.	Deviations

We hereby certify that the above mentioned are the only deviations from the General terms and Conditions of EOI/BHELBPL/July22/01, all other terms and provisions are hereby accepted.

Signature of Authorized

Signatory Dated: _____

Name: _____

Designation: _____