



TATA POWER DELHI DISTRIBUTION LIMITED

BID DOCUMENT FOR

POWER SWAP (BANKING) OF UP TO 200 MW RTC/SLOT WISE POWER
ON FIRM BASIS FOR THE PERIOD OF
01.11.2019 to 30.09.2020

COMMERCIAL AND GENERAL CONDITIONS

TENDER NO: Tata Power-DDL/PMG/Tender/Banking-2019/02
DATE: 30.07.2019

POWER MANAGEMENT GROUP
TATA POWER DELHI DISTRIBUTION LIMITED
CENENT SCADA BUILDING, 1ST FLOOR
NEAR PP-3 GRID, PITAMPURA,
NEW DELHI -110034

1. Introduction and Background:

M/s TATA Power Delhi Distribution Limited is a Company incorporated under the Companies Act 1956 and engaged in the business of distribution of electricity within its licensed area in NCT of Delhi. Tata Power-DDL wishes to invite offers from the licensed power traders/state utilities/Distribution Licensees/SEBs, for banking of power on short term basis for the period commencing from 1st November' 2019 to 31st March' 2020 as per the details given below:-

Tata Power-DDL will bank power as per following details:

Supply of Power by TATA POWER -DDL		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2019 to 30.11.2019	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.12.2019 to 31.12.2019	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.01.2020 to 31.01.2020	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.02.2020 to 29.02.2020	00:00 to 06:00,13:00 to 17:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.03.2020 to 31.03.2020	00:00 to 06:00,13:00 to 17:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200

Remarks:

1. Minimum bid quantum shall be 25 MW & for a minimum continuous period of 15 days.
2. The bid should be for the entire period of a block. No bid would be accepted for specific Days/hours of the block (1 block equals to minimum 15 Days).
3. Sources/bids from WR/ER/NER shall be considered based on the corridor availability.
4. Sources/bids from NR shall be preferred.

2. Return of Power to Tata Power-DDL:

The above banked power should be returned to Tata Power-DDL during the period and duration as mentioned in the table below. Trader/utilities are requested to clearly indicate the premium (Return Ratio), in percentage, offered by them. The return % offered by the bidders shall be considered for the purpose of bid evaluation and finalization of the successful bidder. Preference shall be given to the trader/utilities offering return as per option "A" provided in the table below. Return period being same, Bidders may also submit bids with different return slots or any combination thereof other than that specified below. However, Selection/Rejection of such bids shall be at sole discretion of Tata Power-DDL.

Return of power to TATA POWER –DDL				
Period	Option A		Option B	
	Duration (Hrs.)	Quantum (MW)	Duration (Hrs.)	Quantum (MW)
May '2020 to September' 2020	00:00 to 03:00, 19:00 to 24:00	Return % to be specified	00:00 to 03:00, 12:00 to 24:00	Return % to be specified

3. Submission of Bid:

The Bidders shall submit their bids in two parts: Part-I and Part-II. Both the parts shall be submitted separately and shall consist of:

- *“Part-I”- shall consist of Shareholding pattern of the Bidder, Photocopy of the (inter/intra state) Trading License (in case Bidder is a Trading Licensee) & acceptance of general terms & conditions duly filled in, attached as Annexure-I, of the tender document.*
- *“Part-II”- shall consist of “Financial bid” for Banking of power in the prescribed format duly filled in, attached as Annex-II of the tender Document & back to back LOI/Agreement with the importing utility(in case bidder is a trading licensee).*

The Part-I shall be sealed in separate envelope and marked as “Part-I” and correspondingly the Part-II shall be sealed in separate envelope and marked as “Part-II”.

Both the envelopes shall be put together in one sealed envelope and marked “TATA Power Delhi Distribution Limited (Tata Power-DDL) Power Swap Arrangement” and shall be sent to:

Mr. Sumit Sachdev
HOD-Power Management Group
TATA Power Delhi Distribution Limited
CENENT SCADA Building, 1st Floor
Near PP-3 Grid, Pitampura,
New Delhi -110034
E-mail: sumit.sachdev@tatapower-ddl.com
Land line: 011-66050652

The bids submitted by the bidders and all correspondence and documents related to the bid shall be written in the English Language.

4. Contract Documents:

Tata Power-DDL shall intimate the award of power swap (banking) arrangement to the successful Bidder(s) through a Letter of Award (LoA) to be dispatched by e-mail/Fax within 30 days of the opening of the Bids. Successful Bidder shall convey his acceptance of Letter of Award within 7 days of issue of Letter of Intent. Acceptance of Letter of Intent shall be construed as a binding contract.

The terms and conditions of LoA shall be deemed as having entered into an agreement for transaction of contracted power for the duration/period as mentioned in the LoA and in the event of any commercial / operation dispute, the said LoA shall be treated as a legal document in the Court of Law for all intents and purposes. As such no separate agreement shall be executed.

5. Compliance to the terms and conditions:

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the Bid Document. **No deviation from these conditions is permissible and Tata Power-DDL reserves right to reject any such bid with any deviations.**

6. Payment Security Mechanism:

The Importing utility/Bidder shall have to submit adequate payment security mechanism to Tata Power-DDL as mentioned below:

1. The Importing utility/Bidder shall provide a LC/BG for an amount equivalent to 100% of the contracted energy calculated @ Rs. 4.00/kwh, in terms of energy (MUs) quoted by any bidder. The LC/BG shall be valid up to 45 days beyond the contract period. The Importing utility/Bidder shall furnish LC/BG within 5 days of issue of LoA by Tata Power-DDL.

OR/AND

2. The Importing utility/Bidder shall submit the Format-2, for the full returnable quantum and the period during which power is to be returned to Tata Power-DDL, duly approved by the concerned SLDC within 5 days of issue of LoA by Tata Power-DDL "OR" as deemed suitable by Tata Power-DDL.

If the successful bidder fails to fulfill any of the above mentioned requirements, within the timelines provided above, Tata Power-DDL may not provide open access approval for the Banking export quantum/ period. Further, if the successful bidder fails to furnish the LC/BG of the required value and/or approved Format-2 for the return period, within 5 days of issue of LoA by Tata Power-DDL or as required by Tata Power-DDL, Tata Power-DDL reserves the right to terminate the contract without any financial liability, whatsoever, on account of **Tata Power-DDL**. The decision of Tata Power-DDL shall be final and binding in this regard.

7. Tata Power-DDL's right to accept/reject the bid:

Tata Power-DDL reserves the right to reject any or all bids or to accept any bid in full or part at its sole discretion without assigning any reasons whatsoever there off. For the avoidance of doubt, it is clarified that Tata Power-DDL also reserves the right to alter the quantities of power/split the quantities of power as fully described in clause 1, amongst more than one selected bidder for the same month. The decision of Tata Power-DDL shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by **Tata Power-DDL** in this regard.

8. Modification of the Bid Documents:

Tata Power-DDL reserves the right to modify terms and conditions of the Bid Documents prior to the submission of the bid by the bidder by issuing amendment(s) and such amendment(s) shall form part of the bid documents.

9. Bid Validity Period:

The offer shall remain valid for a period of 30 days from the date of opening of bid ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity.

10. Submission of the Bid:

The bid may be submitted at Tata Power-DDL office on or before 22nd August' 2019 by 15:00 Hours and the same will be opened on 22nd August' 2019 at 15:30 Hours. The offer received after 15:00 hours shall not be accepted. The Part-I will be opened first and no deviation in Part-I shall be allowed. The Part-II of only those bids who satisfy the criteria laid in Part-I and qualify shall be opened immediately thereafter on the same day.

The representatives of the participating parties may be present at the time of opening of the bid, if they desire so.

11. Governing Law:

All matters arising out of or in conjunction with the Bid Documents and/or the bidding process shall be governed by and construed in accordance with Indian Law and the courts of New Delhi shall have exclusive jurisdiction.

Thanking you,

Yours faithfully

Sumit Sachdev
HoD-Power Management Group
TATA Power Delhi Distribution Limited

General Terms and Conditions:

Terms and conditions for banking of power to bidders shall be as under:-

1. Quantum:

Tata Power-DDL invites sealed letter in the prescribed format for banking of power as per the details given below:-

Supply of Power by TATA POWER -DDL		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2019 to 30.11.2019	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.12.2019 to 31.12.2019	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.01.2020 to 31.01.2020	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.02.2020 to 29.02.2020	00:00 to 06:00,13:00 to 17:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.03.2020 to 31.03.2020	00:00 to 06:00,13:00 to 17:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200

Remarks:

1. Minimum bid shall be for 25 MW & for a minimum continuous period of 15 days.
2. The bid should be for the entire period of a block. No bid would be accepted for specific Days/hours of the block (1 block equals to minimum 15 Days).
3. Sources/bids from WR/ER/NER shall be considered based on the corridor availability.
4. Sources/bids from NR shall be preferred.

2. Delivery Point:

The Delivery Point in either case shall be NR-Regional Periphery. **It is clarified that bid received with deviation in the Delivery Point will not be entertained and will summarily be rejected.**

3. Transmission Charges & Losses:

a) Upto Delivery Point:

When Tata Power-DDL is exporting: All Open Access Charges **upto delivery point** including SLDC application fee, SLDC Operating charges, PoC injection charges, Delhi STU charges etc. and all transmission losses including PoC Injection Losses (till NR Periphery in Tata Power-DDL Case) shall be borne by Tata Power-DDL.

b) Beyond Delivery Point:

When Tata Power-DDL is importing: All Open Access Charges **beyond delivery point** including SLDC/RLDC Application fee, SLDC/RLDC Operating charges, PoC drawl charges, Delhi STU charges and

all transmission losses including PoC drawl losses (beyond NR Periphery in **Tata Power-DDL Case**) shall be borne by Tata Power-DDL.

Any other charges/losses, other than specified above shall be to the account of the successful bidder/Trader. Any Taxes, duties & Cess etc. if becomes applicable, shall be borne by the bidder.

4. Scheduling:

The Scheduling and Dispatch of power shall be as per relevant provisions of IEGC (Indian Electricity Grid Code)/ DEGC (Delhi Electricity Grid Code) and shall include, following:

The scheduling and dispatch of power shall be coordinated with the respective RLDCs as per the relevant provision of IEGC and other decisions of RLDC and RPCs and Delhi SLDC. Scheduling of power should be uniform throughout the block period provided in the tender document in line with Open Access approval received from nodal RLDC. **The successful bidder shall apply open access for the entire contracted quantum for all the blocks of the contracted period immediately after the receipt of LoA from Tata Power-DDL as per the time line stipulated in CERC open access regulations/guidelines in force, presently 3 months in advance.**

5. Trading Margin:

The traders/ bidders are required to specify the trading margin for the return of banked power to Tata Power-DDL. No trading margin will be applicable while Tata Power-DDL is exporting the power. **In case the offers of different bidders have the same provision for return of power, then the offer of the bidder with lower trading margin shall be considered.**

6. Energy Accounting:

- i) For the power supplied to the trader/Importing utility during any month, trader/utility shall issue a Certified energy statement to Tata Power-DDL based on the REA issued by nodal RPC.
- ii) Also, for the return of banked power to Tata Power-DDL during any month, the trader/Importing utility shall issue a certified energy statement based on REA issued by nodal RPC.
- iii) Once all the transactions in the banking agreement are completed, trader/utility shall prepare final energy account for Tata Power-DDL showing the supply and return of power in energy terms (MU's) and prepare a settlement bill based on the final energy accounting.
- iv) Energy Accounting will be carried out by trader / utility on the basis of implemented schedule (final revision) of respective RLDC when Tata Power-DDL is exporting & NRLDC when Tata Power-DDL is importing. The same shall be subject to final reconciliation on the basis of Regional Energy Accounts issued by Respective RPC at the end of contract period. Final bill (if any) shall be raised on the basis of REA issued by the respective RPC

7. Payment/surcharge on late payment:

The Due Date for bills raised on account of trading margin, open access charges & adjustment of energy shortfall shall be **7 days from the receipt of bill through Fax/Email**. However, receipt of original copy of the bills shall be necessary for releasing the payments. No rebate is applicable on

Open Access bills and Trading Margin bills. However in case of billing of adjustment of energy shortfall, 2 % rebate shall be applicable, if the payment is made on or before the due date (07 days from date of receipt of bill). For all the payments outstanding for more than 30 days (in case of adjustment of energy shortfall) after bill date, surcharge @ 1.25% per month shall be applicable on defaulting party.

In case of import of power by Tata Power-DDL, the bidder or the exporting Utility as the case may be shall issue trading margin bills for first three weeks on the basis of implemented schedule. The final Trading bill shall be based on the basis of REA for the ongoing month issued by Nodal RLDC. (NRLDC in our case).

8. Corridor Surrender/Revision:

During period of supply of power by Tata Power-DDL, Tata Power-DDL reserves the right to reduce the quantum of supply. Once open access application is approved by the concerned RLDC, any schedule revision shall be allowed only after consent from Tata Power-DDL. In case of revision / cancellation of approved open access quantum, the party seeking revision / cancellation shall bear all the consequent open access charges and any other charges as applicable under the Inter-State Open Access Regulations in force from the injection point till the point of drawl applicable due to such surrender/cancellation. Please note that any curtailment/ downward revision of the approved open access quantum shall be done equally/proportionately in every time block with a clear three days (excluding Sundays & holidays) written notice to Tata Power-DDL /trader/utility as the case may be, from the implementation date of the surrender.

It will be the responsibility of the successful bidder/trader to apply open access on time subsequent to receipt of LoA from TATA POWER -DDL and necessary consent being provided by Tata Power-DDL in this regard as per the stipulated time line of RLDC's guidelines in force. During the return of banked power to Tata Power-DDL, if due to delay in applying open access by the successful bidder/ trader results into imposition of e-bidding charges by the nodal RLDC, such e-bidding charges shall be borne by the successful bidder/trader.

9. Settlement:

Energy will be exchanged only with energy. If the energy is exchanged between Tata Power-DDL and trader/ utility in the desired proportion, no monetary transaction will take place. However,

- If Trader/Importing utility, fails to return the **contracted returnable energy** during a month, Owing to Transmission constraints & other force majeure conditions, the remaining energy for that month shall be returned to Tata Power-DDL during the immediate succeeding month of the **contracted return period or the return period as desired by Tata Power-DDL**, as per mutual agreement of both the parties.
- During return of banked energy to Tata Power-DDL, If Trader/Importing utility, fails to apply open access on time and the same results into reduction of **contracted returnable energy** during any month/period, for any shortfall in returnable energy on this account, compensation shall be paid to Tata Power-DDL by the Trader/Importing Utility @ Rs. 1.00/Kwh. However, it does not absolve the Trader/Importing Utility of its responsibility to supply full Contracted returnable Energy to Tata Power-DDL. In such case also Tata Power-DDL shall be rightfully eligible to get the balance quantum of energy in the period as deemed fit by it.

- However, if the contracted energy is not returned to Tata Power-DDL within the contract period due to any reason whatsoever/default by Trader/Utility, any shortfall in the **contracted returnable energy** shall be paid to Tata Power-DDL by the exporting utility/trader at the **settlement rate of Rs. 4.00/Kwh** within 15 days of the end of contract period.
- Further, During return of banked power if power to be returned by Trader/Importing utility is more than or equal to 99.8% and less than 100% of power returnable by it, and commercially scheduling of power is not viable, in that case the differential energy will be settled at the rate of Rs 4.00/Kwh.

10. Force Majeure:

The parties shall ensure due compliance with the terms of the agreement. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of the failure to carry out terms of the agreement to the extent that such a failure is due to Force Majeure events like rebellion, mutiny, civil commotion, riot, strike, lock-out, natural calamity, act of God and technical constraints / transmission constraints imposed by RLDC / RPC. But any party claiming the benefit of this clause shall fully satisfy the other party of the existence of such event and give written information to the other party within 24 hours 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. If in the event the contracted energy is not being returned to Tata Power-DDL, due to force majeure events, such contracted energy shall be returned by the successful bidder/trader during the period as per the requirement of Tata Power-DDL and in the event the successful bidder/trader is not able to return the same during the period as desired by Tata Power-DDL; the same shall be paid by the successful bidder/trader @ Rs. 4.00 per unit within 15 days of end of contract. Any delay in this shall attract LPSC @ 1.25% per month.

11. Dispute Resolution:

- In case of any dispute by either party, the affected party shall file the written objections within 10 days of receipt of bill/payment with details of dispute.
- The parties shall meet within a period of 30 days from the date of receipt of Notice and use their best efforts to settle the Dispute/Difference in an amicable manner through good faith negotiations.
- In the event of failure of the parties to settle Dispute/Difference amicably within such 30 days period, either party may refer unresolved dispute or difference for resolution by Arbitration, in accordance with the provision under Section 158 of the Electricity Act, 2003. The venue for arbitration shall be at New Delhi.
- Notwithstanding the existence of any disputes and differences, whether referred to arbitration or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

12. Jurisdiction:

The laws applicable to this “contract” shall be the laws in force in India. The Courts of New Delhi, India shall have exclusive jurisdiction in all matters arising under and on account of this contract.

13. Change in Law:

In case of change of law of restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of sale, purchase or banking of power, the same shall be binding on both the parties.

14. Other important dates and information:

- a) Last date and time of submission of bid documents is 22nd August' 2019, by 15:00 Hrs.
- b) Date and Time of Opening of bids is 22nd August' 2019 at 15:30 Hrs.
- c) The bidders are allowed to bid minimum 25 MW power for a minimum continuous period of 15 days on firm basis. Any offer of power below 25 MW or less than minimum continuous period of 15 days shall be rejected.
- d) The bid should be for the entire block period. No bid would be accepted for specific days/hours of the block.(1 block equals to minimum 15 Days)
- e) In case, above date happens to be a holiday, the date of submission/opening of tender will automatically be shifted to the next working day. The scheduled time will remain the same.
- f) In case the bidder is Trading Licensee, **back to back Lol / Agreement** with the importing utility shall be attached with the bid. **Bids received without Lol / Agreement with the importing utility shall not be considered for evaluation.**

15. Address of contact person of Tata Power-DDL.

Sh. Sandeep Kumar
Sr. Manager-Power Management Group
TATA Power Delhi Distribution Limited
CENENT SCADA Building, 1st Floor,
Near PP-3 Grid, Pitampura,
New Delhi -110034
E-mail: sandeep.k@tatapower-ddl.com
Land line: 011-66050652
Mobile: 9971174097

(To be given on the official letter of the Bidder)

Annexure I

Non-Financial Bid

Acceptance of General terms and Conditions:

(To be signed by the authorized person of the bidder)

We/I have carefully gone through the Tender Document and satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the Tender Document and all the terms and conditions are acceptable to us.

The photocopy of valid trading license issued by CERC is enclosed. (Applicable in case of Electricity Traders only)

Signature: (Authorized Signatory)

Name: _____

Designation: _____

Telephone No: _____

Fax No: _____

E-mail ID: _____

(To be given on the official letter of the Bidder)

Annexure II

Financial Bid

Supply of Power by TATA POWER -DDL		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2019 to 30.11.2019	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.12.2019 to 31.12.2019	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.01.2020 to 31.01.2020	00:00 to 06:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.02.2020 to 29.02.2020	00:00 to 06:00,13:00 to 17:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200
01.03.2020 to 31.03.2020	00:00 to 06:00,13:00 to 17:00 & 22:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 200

Note:

1. Supply & return months being the same, Bidders may also submit bids with different Import & return time slots other than specified above. However, Selection/Rejection of such bids shall be at sole discretion of Tata Power-DDL.
2. For purpose of bid submission, bidders may suitably modify the above table in line with their offer.

Signature: (Authorized Signatory)

Name: _____

Designation: _____

Telephone No: _____

Fax No: _____

E-mail ID: _____