



- ***Annexure-I contains List of Utilities and their address. For use by PTC only.***

PTC India Limited

(Formerly known as Power Trading Corporation of India Limited)

2nd Floor, NBCC Tower, 15 Bhikaji Cama Place New Delhi - 110 066 Tel: 011-41659133, 41659171, 41659500. Fax: 011-41659142
E-mail: info@ptcindia.com Website: www.ptcindia.com

General Terms and Conditions

Terms and conditions for the sale of NDMC power to bidders shall be as under:-

1 Quantum

PTC India Limited (PTC) invites sealed letter in the prescribed format for sale of power as per the details given below for the period **16.02.2008 upto 31.03.2008**:-

▪ On Firm basis:

Duration in Hours	Quantum in MW
00:00-06:00 & 23:00 – 24:00	Up to 200

▪ On day ahead basis

Duration in Hours	Quantum in MW
06:00 – 17:00	Up to 150

The above mentioned quantum is surplus power as available with New Delhi Municipal Council (NDMC).

In case NDMC withdraws, partial or full power due to any reason what so ever, the contract quantum shall stand modified to that extent without any liability on either side.

2 Delivery Point:

The Delivery Point of NDMC power shall be Delhi System periphery i.e. interconnection of DTL system with CTU system.

3 Transmission Charges & Losses:

(a) Before Delivery Point

All charges shall be borne by PTC.

(b) Beyond Delivery Point: All Open Access Charges beyond delivery point shall be borne by the Buying Utilities which shall include but not limited to the following:-

All mandatory Open Access/Transmission charges and losses, SLDC(s) / RLDC(s) charges, Inter-regional Link(s) charges and any other charges applicable beyond Delivery Point shall be borne by the Buying Utility(s).

In case of corridor congestion on interregional links or within the region, PTC is authorized to bid for maximum 2.5 times the Open Access charges and such charges shall be reimbursed by Buying Utilities. Further in case of curtailment on

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direct inter-regional link, the balance power will be routed through any of the alternative Inter-regional link(s).

The above charges shall be levied per transaction on contracted quantity for which Open Access is granted and BUYING UTILITIES shall pay in advance the above charges in full to PTC irrespective of the actual quantum of power flow to BUYING UTILITIES.

All the Open Access charges viz wheeling charges, scheduling charges etc. are at current applicable rates notified by CERC/RLDC/SLDC. However, if any of these charges are revised, then the same shall be applicable from the date of implementation notified by CERC/RLDC/SLDC.

4 Scheduling:

BUYING UTILITIES shall schedule this power offered in full, except in case of transmission constraints. The scheduling and despatch of power shall be coordinated with the respective RLDCs as per the relevant provisions of IEGC and other decisions of RLDCs, RPCs and Delhi SLDC.

BUYING UTILITIES will give 100% requisition for the total power declared available by NDMC / PTC on day ahead basis. Shortfall in requisition by BUYING UTILITIES against the power offered by NDMC / PTC will be liable for payment at the tariff rate.

Without prejudice to the provisions of Force Majeure; if PTC fails to declare availability for the capacity approved for Open Access for the concerned period at least to the extent of 60% in energy terms in a month, PTC shall bear proportionate Open Access Transmission charges only for differential quantum between 60% and actual schedule. For example, in case availability given by PTC is 50% of Open Access quantity, then PTC will bear 10% of the Open Access Transmission charges only up to buyers periphery.

5 Tariff:

- i) Tariff for the contracted power shall be as quoted by the buying utilities in the "Price Bid".

6 Billing:

A: Energy:

For the supply of power during a calendar month, PTC will be raising weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hrs (or any other time decided by NRPC) 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 relevant bills will be raised based on the provisional Weekly energy data certified by PTC for the energy at Delivery Point based on NRLDC website data. After receipt of REA for the previous month from NRPC for Northern Region power, adjustment will be made towards the difference in the following in 1st / 2nd weekly bill of the next month:

PTC India Limited

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- i) Actual bill on the basis of REA issued by NRPC minus provisional Bills issued for the month.
- ii) Rebate, if any, admissible for the previous month.

B: Open Access Charges

As per Open Access Policy of CERC PTC shall be making payment to nodal RLDC towards Central Transmission Utility Transmission Charges as detailed in Clause No. 3 above. The said charges shall be paid by BUYING UTILITIES, on the basis of Schedule of Payments given by nodal RLDC for flow of power beyond delivery point. The above charges shall be levied per transaction on contracted quantity or quantity approved by RLDC for which Open Access is granted by nodal RLDC and BUYING UTILITIES shall reimburse the above charges in full to PTC. PTC shall be billing BUYING UTILITIES for the advance payment of above charges based on the payment to be made. The first bill shall be raised by PTC immediately after issue of Open Access by Nodal RLDC. The subsequent bills for Open Access shall be raised as and when PTC makes a advance payment to the nodal RLDC. BUYING UTILITIES shall make the payment within 7 (Seven) days of receipt of Fax bill from PTC.

No rebate will be applicable on these payments. PTC shall levy a surcharge of 15% per annum for any delay beyond 7 days of furnishing the bills by PTC for these payments.

7 Payment:

BUYING UTILITIES will deposit the payment in PTC account within 7(seven) days from the date of submission of the weekly energy bills by PTC as above to BUYING UTILITIES by fax. In the event of 7th day being a Bank holiday, the next working day would be the Due Date for payment. In case of timely payment by BUYING UTILITIES, adjustment for the admissible rebate as per Para 9 could be provisionally made while making the payment against the weekly bill. However, no rebate is applicable on all other payments.

8 Payment Security Mechanism:

That BUYING UTILITIES shall provide the following payment security mechanisms before the start of the flow of power: -

Weekly revolving Letter of Credit (LC) equivalent to 18 days of peak billing. All LC charges viz. opening, operation / negotiation, recoupment etc. shall be borne by BUYING UTILITIES. The terms and conditions for the LC are given at “**Schedule A**”

PTC may not commence flow of power in absence of adequate Payment Security Mechanism. In the event of delay in providing payment security mechanism all charges payable under the contract shall be to the account of BUYING UTILITIES.

The LC will be used only as a back up mechanism.

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9 Rebate for Prompt Payment by BUYING UTILITIES:

PTC would allow 2% rebate only on energy bills and on the purchase price only i.e. 4 paisa less than the tariff, if BUYING UTILITIES deposits the full payment to PTC Bank account within 7 (Seven) days of presentation of the energy bills through fax by PTC. No rebate is applicable on the other payments under the contract.

10 Surcharge for late Payment by BUYING UTILITIES:

A surcharge of 15% (Fifteen Percent) per annum shall be applied on all payments outstanding after 30 days of furnishing respective bill by PTC through Fax. This surcharge would be calculated on a day-to-day basis for each day of the delay.

11 Open Access

The power shall be scheduled and dispatched as per the relevant provisions of CERC regulation dated 30th January 2004

regarding "Open Access in Inter State Transmission" and "Procedure for Reservation of Transmission Capacity to Short Term Open Access" dated 31st March 2004 as amended from time to time ("**Regulations**"). PTC shall not be responsible for any Unscheduled Interchange (UI) liability, if any.

As per the Regulations, PTC shall have to book the transmission corridor after making advance payment in full for the contracted period and contracted quantity and shall be raising bills on buying utilities for the same for making advance payment. This payment is not refundable irrespective of non utilisation of the corridor in part or full.

Any further, liability on account of Open Access / clarification on Open Access or change/amendment in the Regulations shall be extra and shall be paid by BUYING UTILITIES.

12 Force Majeure:

Any restriction imposed by RLDC in scheduling/Open Access of importing region, intervening region or the NRLDC on scheduling of power supply due to Transmission / Grid constraint shall be treated as Force Majeure without any liability on either side.

13 DISPUTE RESOLUTION MECHANISM:

All differences or disputes between the parties arising out of or in connection with the Bid Documents shall be settled by both the parties amicably. In the event such disputes are not settled amicably through mutual discussions amongst parties concerned within two months, then dispute shall be referred to, arbitration as provided herein.

In the event of such differences or disputes between the parties and failing amicable settlement of the same, any party may by a written notice of 30 (thirty) days to the other party or parties may refer the matter to Chairman CEA who will

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act as the sole arbitrator. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications thereto. The Sole Arbitrator shall give a speaking and reasoned award. The decision of the Sole Arbitrator shall be final and binding on both the parties. The venue of the arbitration and meetings shall be at New Delhi/Delhi. The Sole Arbitrator shall decide his fees with the consent of the parties and it will be shared equally.

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

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

15 Jurisdiction

The courts at New Delhi/Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this Bid Document.

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“Schedule A”

Terms for Letter of Credit

1. (a) This LC is irrevocable and shall revolve automatically immediately after release of payment to PTC through this LC, up to a limit of Rs. _____ Crores.
(b) LC shall be negotiable at Delhi.
2. All Letter of Credit charges i.e. opening, amendment, recoupment, operation, usance, negotiation, remittance etc. shall be borne by the Buying Utility.
3. The LC shall remain valid up to 60 Days after the expiry of contract period.
4. After each operation, the LC limit of Rs. _____ crores shall be recouped automatically.
5. The bill would be paid immediately on presentation to the bank.

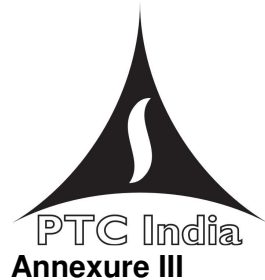
List of Documents to be furnished by PTC for operation of LC

1. Three (3) copies of signed detailed commercial invoice clearly specifying the rate per kwh and rebate if applicable on each bill/payment. Invoice will clearly mention the date by which the payment must be made to avail rebate, if applicable.
2. Sight Draft.
3. PTC's Certificate regarding the payment due from BUYING UTILITIES.

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To be given on the official letter head of the buying utility

Acceptance of General Terms and Conditions

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

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

Signature:

Name:

Status:

Whether Authorised

Yes/No

Power of Attorney of Bidding Company
authorizing the signatory to sign the bid

Name of Bidding Company

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Price Bid

PTC India Limited (PTC) wishes to invite offers from the eligible bidders for sale of power on a short term basis for the periods commencing **16th February 2008 upto 31st March 2008** for the power given below:-

For the Period 16th February 2008 to 29th February 2008:

1) Quantum of Firm Power:-

S.No	Quantum in MW	Duration	Price Quoted by the Buyer in Rs./kWh	*PTC Margin in Paisa/kWh	Selling Price of PTC in Rs./kWh
(a)	(b)	(c)	(d)	(e)	(f) =(d)+(e)
1	Up to 200	00:00 - 06:00 & 23:00 – 24:00		4	

*: As per current CERC regulations.

2) Quantum of As and when available on Day ahead basis Power:-

S.No.	Quantum In MW	Duration	Price Quoted by the Buyer in Rs./kWh	*PTC Margin in Paisa/kWh	Selling Price of PTC in Rs./kWh
(a)	(b)	(c)	(d)	(e)	(f) =(d)+(e)
1	Up to 150	06:00 – 17:00 (Day Power)		4	

*: As per current CERC regulations.

PTC India Limited

For the Period 1st March 2008 to 31st March 2008:-

1) Quantum of Firm Power:-

S.No	Quantum in MW	Duration	Price Quoted by the Buyer in Rs./kWh	*PTC Margin in Paisa/kWh	Selling Price of PTC in Rs./kWh
(a)	(b)	(c)	(d)	(e)	(f) =(d)+(e)
1	Up to 200	00:00 - 06:00 & 23:00 – 24:00		4	

*: As per current CERC regulations.

2) Quantum of As and when available on Day ahead basis Power:-

S.No.	Quantum In MW	Duration	Price Quoted by the Buyer in Rs./kWh	*PTC Margin in Paisa/kWh	Selling Price of PTC in Rs./kWh
(a)	(b)	(c)	(d)	(e)	(f) =(d)+(e)
1	Up to 150	06:00 – 17:00 (Day Power)		4	

*: As per current CERC regulations.

- Bids shall be evaluated on the basis of highest rate quoted by the respective buyer in each Time/period block as mentioned in the above tables.

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