



PTC/ M&TFG/ NIT/

To

**As per list in Annexure-I**

**Sub:- Notice Inviting Tender for sale of Short Term Power**

Dear Sir,

**1. Introduction and Background**

**PTC India Limited** (Formerly known as Power Trading Corporation of India Limited), is a limited company incorporated under the Companies Act 1956, and has been formed with a objective to carry on the business of purchase of all forms of electrical power from Independent Power Producers (IPPs), Captive Power Plants (CPPs), other Generating Companies, State Electricity Boards etc., for sale to State Electricity Boards, Power Distribution Companies, other organisations and bulk power consumers etc., in India and abroad;

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 16<sup>th</sup> February 2008 upto 31<sup>st</sup> March 2008 in accordance with the details given below:-

▪ **On Firm basis:**

<b>Duration in Hours</b>	<b>Quantum in MW</b>
00:00-06:00 & 23:00-24:00	Up to 200

▪ **As and when available on day ahead basis**

<b>Duration in Hours</b>	<b>Quantum in MW</b>
06:00 – 17:00	Up to 150

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

## **2. Submission of Bid**

The Bidders shall submit their bids in a sealed envelopes in the following two parts;

- (A) "Part A" shall consist of the acceptance of " General Terms and Conditions for sale of power" as set out in **Annexure II** in the prescribed format attached as **Annexure III** of Bid Document and Bid Security (EMD) as prescribed in clause No.6.
- (B) "Part B" shall comprise of 'Price and Quantum Bid' in the prescribed format enclosed as **Annexure- IV**.

Both Part A & B shall be put together in one sealed envelope marked "**Tender for Purchase of NDMC Surplus Power**" and shall be sent to:

**Shri Harish Saran**

Vice President (Marketing & Transaction Facilitation),  
PTC India Ltd.  
2<sup>nd</sup> Floor, NBCC Towers,  
15 Bhikaji Cama Place,  
New Delhi 110066.

The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in the English Language.

This notice of tender together with the Annexures and Schedules herein shall be hereinafter referred to as the ("Bid Documents")

## **3. Methodology of Bid Evaluation**

Tender evaluation will be done month wise & finalized accordingly. Bidders are required to quote rate for entire month. Rates quoted for part of the month will not be considered.

## **4. Contract Documents**

PTC shall intimate the award of supply of power to the Bidder's whose bid has been accepted through a Letter of Intent (LoI). Successful Bidders shall convey their acceptance of LoI with in 2 days of issue. Acceptance of LoI shall be construed as a binding contract.

After acceptance of LoI, the successful bidder shall execute the detailed Power Sale Agreement with PTC within 10 days of issue of Letter of Acceptance and provide Payment Security Mechanism as per Bid Document, inter-alia incorporating provisions of the General terms and Conditions attached as **Annexure-II**.

## **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 a bid with any deviation shall be summarily rejected. The acceptance of General terms and conditions attached as **Annexure III** will be submitted in Part A of the tender.

## **6. Bid Security**

The Bidder shall have to deposit earnest money of **Rs. 30,00,000.00 (Rs. Thirty Lacs only)** in the form of Crossed Demand Draft of any Nationalized Bank/ Scheduled bank drawn in favour of "PTC India Limited", payable at New Delhi as a security deposit ("EMD"). If Part 'A' of the bid is not submitted or, if on opening Part 'A' of the bid, it is observed that the EMD amount is not enclosed or is less than the above amount, the bid shall be out rightly rejected and Part-B of the bid submitted by such a Bidder shall not be opened.

The EMD shall be forfeited in favour of PTC, if a Bidder withdraws or modifies its bid during Bid Validity Period, fails to sign detailed Power Sale Agreement or provide Payment Security Mechanism within 10 Days of issue of Letter of Intent (LoI) to successful bidder.

The EMD shall be refunded to the bidders whose offers are not accepted after 30 days of opening of bids. No interest shall be paid on the EMD amount. The EMD of the Bidders whose offers are accepted shall be converted into "Performance Guarantee" and shall be refunded only after the said bidder(s) have released all the payments and fulfilled his obligations under the contract failing which EMD shall be forfeited. No interest shall be paid on this Performance Guarantee amount.

## **7. PTC's right to accept/reject the bid**

PTC 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 PTC 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 PTC shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by PTC in this regard.

Such acceptance/rejection of any or all bids or alteration of the quantities of power/splitting of power as fully described in Clause 1, amongst more than one selected bidder for the same month will not make PTC liable to any claim or action of whatever nature, including but not limited to, a claim for reimbursement of costs incurred by any such bidder in preparation of the bid.

## **8. Modification of the Bid Documents**

PTC reserves the right to modify any part of the terms and conditions of the Bid Documents by issuing in writing one or more amendments prior to the submission of the bid by the bidder ("**Amendment**"). Any Amendment shall form part of the Bid Documents, and will be provided to all Bidders and shall be binding on them. The bidder will be required to acknowledge the receipt in writing of each such Amendment promptly. The Bidder shall send this acknowledgement by hand delivery, registered post, air courier or fax at the address provided in clause 2 above. An acknowledgement sent by fax should be reconfirmed by Registered post, air courier or hand delivery.

## **9. Execution of Contract Agreement**

The successful bidder shall have to execute the contract agreement with PTC within 10 days of acceptance of Lol failing which Lol shall be liable to be terminated and Payment Guarantee forfeited.

The contract agreement with the successful Bidder shall be exclusive and have no co-relation/linkage whatsoever with any other contract executed by the parties or to be executed by the parties.

## **10. Power of Attorney**

Each bidder shall no later than the submission of their respective bid, submit a notarized and legalized power of attorney valid for at least 30 days, authorizing one or more persons on behalf of the Bidder to submit and initial the bid and/or to participate in the bid and to execute the documents that may be required or desirable to give effect to the outcome of the bidding process.

## **11. Confidentiality**

Bidders shall treat the Bid Documents and contents therein as strictly confidential. It is clarified that for a period of 2 years no disclosures of the Bid Documents should be made about the contents of this offer/Letter/NIT together with all its Annexures and Schedules by the Bidder(s) to any third person.

## **12. 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. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder shall be forfeited.

## **13. Submission of the Bid**

The tender may be submitted in PTC office on or before **13<sup>th</sup> February 2008** by **14:00 Hours** and the same will be opened on the same day at **14:30 Hours**. The representatives of the participating parties may be present at the time of opening of the bid, if they so desire.

## **14. 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.

## **15. Disclaimer**

Neither PTC nor its employees or consultants shall be liable to any Bidder 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 bid, or any matter that may be deemed to form part of the NIT, or any other information supplied by or on behalf of PTC or its employees or consultants. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and is subject to the award of Letter of Acceptance by PTC and acceptance of the Letter of Acceptance by the selected bidder.

Thanking you,

Yours faithfully

**(Harish Saran)**  
**Vice President**  
**(Marketing & Transaction**  
**Facilitation)**