

**PTC INDIA LIMITED
NEW DELHI**

Notice Inviting Tenders

Date: 20th February 2018

Tender ref. No. PTC/MTFG/ESTIL/Tender/Purchase/01

Name of Work: Purchase of RTC power on firm basis

Date of release of Tender: 20th Feb 2018

Last date/time for receipt of Tenders: 23rd Feb 2018 at 15.00 Hours

Date/Time for Opening of Bids: 23rd Feb 2018 at 15.30 Hours

PTC India Limited

(Formerly known as Power Trading Corporation of India Limited)

CIN : L40105DL1999PLC099328

2nd Floor, NBCC Tower, 15 Bhikaji Cama Place New Delhi - 110 066 Tel: 011-41659138, 41659500. Fax: 011-41659142

E-mail: harishsaran@ptcindia.com Website: www.ptcindia.com

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NEW DELHI**

Tender Document

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PTC India Limited (Formerly known as Power Trading Corporation of India Limited), is a public limited company incorporated under the Companies Act 1956 and has been established with an objective, inter-alia, to carry out in India and abroad, the business of purchase of all forms of electrical power from independent power producers, captive power plants and other generating companies, transmission companies, state electricity boards, state government statutory bodies, licensees, power utilities, and sale of all forms of electrical power to the state electricity boards, power utilities, generating companies, transmission companies, bulk consumers of power and other organizations buying power, whether in the private or public sector.

PTC India Limited (PTC) on behalf of ESSAR STEEL INDIA LIMITED (ESTIL) invites bids from the eligible bidders such as DISCOMs, state utilities, Generators, IPPs and CPPs for procurement of power for the period from **1st March 2018 to 30th April 2018**.

The bid documents by the eligible bidders shall be submitted through e-mail to the email ID harishsaran@ptcindia.com by 23rd Feb 2018 up to 15.00 Hours along with the scanned copy of Earnest Money in the shape of Demand Draft/BG from any Nationalized / Scheduled Bank in favor of 'PTC India Limited' payable at New Delhi. The original EMD has to be submitted in the office of PTC by 23rd Feb 2018 up to 15.00 Hours failing which the bid shall be rejected.

1. Introduction and Background:

ESSAR STEEL INDIA LIMITED owns and operates steel manufacturing facilities at Hazira in Gujarat, intends to procure "Round the Clock" Power on firm basis. ESSAR STEEL INDIA LIMITED, has authorized PTC to invite bids from the eligible bidders such as DISCOMs, state utilities, Generators, IPPs and CPPs for procurement of power for the period from **1st March 2018 to 30th April 2018**.

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2. Quantum of Power:

The bid is for supply of 400 MW RTC power (00:00 hours to 24:00 hours) for the period of 1st March 2018 to 30th April 2018.

3. Delivery Point: Point of Interconnection of Essar Gujarat with CTU WR.(Western Regional Transmission System)

Seller shall be responsible for all the cost, permission and Open Access approvals required for delivery of the Power at the Delivery point. Seller will be responsible for all the transmission charges and transmission losses upto the delivery point. (including POC injection as well as Withdrawal transmission charges and transmission losses at the delivery point as applicable)

4. Bid Security (EMD) / Bank Guarantee (BG) :

i) The Bidders are required to submit EMD for the maximum capacity which they wish to offer (from single Source) @ Rs. 30,000 per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case of bids on hourly basis, in the form of Bank Guarantee (EMD Format attached herewith at Annexure-IV)

ii) The original EMD needs to be submitted before the opening of the Bid.

The EMD of the Bidder shall be forfeited:-

- i) If Bidder withdraws bid or alter any terms and conditions during Bid Validity Period
- ii) In case the LOA is issued, but Selected Bidder(s) is/are not in a position to fulfil the requirement

EMD of unsuccessful bidders shall be returned after 30 days from the date of opening of the tender enquiry or finalization of tender enquiry and completion of formalities by successful bidders, whichever is earlier.

5. Submission of Bid:

Bid shall be sent by e-mail to the following mail ID on or before 23rd February 2018 latest by 15:00 hours (IST).

Email ID: harishsaran@ptcindia.com

6. 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/LoA). LoI/LoA issued by the PTC shall be construed as a binding contract.

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Successful Bidder(s) shall sign an Agreement drawn based on the Term and Conditions of the Bid documents with the PTC within 7 (seven) days of issuance of LoI/LoA.

PTC on its own discretion reserves the right to issue one or more than one LOI/LoA and enter into Agreement with such Bidders.

7. Bid Validity Period:

The offer shall remain valid for a period of 5 days from the date of opening of the bid 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 validity period, EMD submitted by the Bidder shall be forfeited.

8. Compliance to the Terms & Conditions:

The Bidders are advised to ensure that the bid is compliant with the requirements specified and terms and conditions contained in the Bid document.

9. Requirement From Bidder

The Bidder shall have all the permissions approvals from Competent Authorities under all the related statutes/ rules/ regulations including Electricity Act 2003.

10. The Procurer Right to Accept /Reject the Bid

PTC reserves the right to accept or reject any or all bids or to accept any bid in full or part, at its sole discretion, as may be considered advantageous to PTC, without assigning any reasons whatsoever thereof.

11. Contract performance Guarantee:

The successful Bidder/Seller has to submit a Contract Performance Guarantee (CPG) as per the format provided by the PTC for an amount equivalent to 15 days cost of Energy quoted by the Bidder/Seller.

The CPG shall remain valid upto 15 days after the last delivery date under the LOI / Agreement. The CPG has to be submitted within 7 days from the date of Issuance LOI by the PTC. In case the Successful Bidder fails to submit the CPG in the stipulated time the LOI shall stand cancelled and PTC may encash the EMD.

12. Modification of the Bid Documents

PTC reserves the right to modify any part of the terms and conditions of the Bid Document by issuing one or more amendments prior to the submission of the bid by the bidder ("Amendment"). Any Amendment shall form part of the

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Bid Document, and shall be binding on the Bidders.

13. 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.

14. Arbitration & Dispute Resolution:

All differences or disputes between the parties arising out of or in connection with these presents save any question or matter of dispute which falls within the scope and purview of the statutory arbitration under the provisions of the Electricity Act, 2003 as amended from time to time and as per the provisions of the Arbitration and conciliation Act, 1996. Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under this agreement.

15. Disclaimer:

Neither PTC/ESTIL nor its employees 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 other information supplied by or on behalf of PTC/ESTIL or its employees. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and its subject to the award of Lol/LoA by PTC and acceptance of the Lol/LoA by the selected Bidder will be construed as acceptance of terms and Condition.

16. Contact details

Harish Saran
Executive Director (Marketing)

General Terms and Conditions

Terms and conditions for the Purchase of Power are as under:-

1. **Tariff :**

- a) The prices shall be quoted as Rs./kWh and shall remain firm during the duration of the contract.
- b) The Bidders shall quote the price in figures as well as in words. In case of discrepancies in figures and words, the rates quoted in words shall prevail.
- c) Successful bidder(s) shall be applying for booking of open access as per the latest open access regulations in vogue. The successful bidder(s) shall be responsible for the delivery of power at Delivery Point.
- d) The Procurer will in no way be liable for any other charges except for the energy charges at delivery point on the basis of the Regional Energy Accounts (REAs) issued by RLDC.

2. **Open Access transmission charges & losses:**

The transmission charges, transmission losses, RLDC charges or any other charges covered in Open Access Regulations notified by CERC and the procedure for Open Access Regulations notified by CERC and the procedure for Open Access stipulated by Central Transmission Utility (CTU) as amended up to date for supply of energy up to delivery point shall be indicated in the sale price & borne by the seller.

3. **Scheduling & Energy Accounting :**

The power scheduled at the delivery point by the Seller as per the implemented schedule of the concerned RLDC/ SLDC, shall be treated as power delivered to the Procurer. Any variation between the Scheduled Power and the Actual Power injection shall be to the account of the Seller. Final Energy accounting shall be as per the monthly REA issued by RLDC.

4. **Billing :**

For the energy supplies made during the month, the successful bidder(s) will be raising weekly bills. For the purpose of the weekly bills each month shall be divided into four parts, starting from 00:00 hrs. 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 first three relevant bills shall be raised based on the provisional weekly energy data (based on the RLDC data) certified by the Seller for the energy delivered at the delivery point. After receipt of the Provisional/Final REA for the previous month issued by RLDC, the final bill shall be raised by the Seller. In the final bill the adjustment will be made towards the difference in the actual bill on the basis of REA issued by RLDC for the

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previous month minus provisional bills issued for the month. The adjustment will also be made towards the rebate already made. This bill shall indicate the energy as per REA, rate, the total amount due as per this Agreement, rebate for prompt payment and adjustment if any, for the previous period. In case, energy indicated in REA is more than the schedules approved by Nodal RLDC, then the amount payable will be as per approved schedules for the month.

5. Payments & Rebate:

The Procurer shall make all payments to the Seller within 7 days (Due date) from the receipt of Fax/E-mail bill (excluding the day of receipt of bill) in the procurer's Office. The bill must be faxed and e-mailed on any working day before 17:00 hrs. Otherwise the day of receipt of bill will be considered as the next working day. However, hard copies of the bill shall invariably be sent to the procurer through courier. In case the seventh day is a holiday, the next working day would be the due date for the payment.

A rebate @ 2 % shall be applicable on payment of Energy bills within due date of payment.

Procurer shall provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.

6. Revision Of Schedule/ Cancellation Of Open Access:

Seller shall not revise the open access once booked without prior written approval from the Procurer. Also the party seeking revision shall intimate other party at least two days in advance.

7. Compensation for default in Scheduling

Without prejudice to the provisions of Force Majeure the Seller shall supply full quantum of the power to the procurer and in no case it shall be less than 90% of Open Access quantum approved in energy terms in a month.

In case the Seller supplies less than 90%, then the Seller shall pay compensation @ Rs. 2.00 per kWh for the quantum which falls short of 90% of the approved quantum in energy terms in a month.

Similarly if the power scheduled by the Procurer is less than 90% of the Open Access capacity approved for the concerned month in energy terms, the Procurer shall pay compensation @ Rs 2.00/kWh for the quantum which falls short of 90% of open access quantum in energy terms in a month. In addition, in case of revision / cancellation of approved open access corridor, the party seeking revision / cancellation of open access corridor shall bear all the open access charges as applicable under Inter-State Open Access Regulations from the injection point till the point of drawl applicable due to such surrender/ cancellation.

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8. Force Majeure:

In case the Seller is unable to Deliver or Procurer unable to off take the Power purchased due to any of the following reasons either party shall be exempted from its obligation under the LOI/ Agreement. The parties shall remain liable for the obligations already accrued:

Force Majeure means occurrence of any event or circumstance or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA.

- a) Act of war, invasion, armed conflict, blocked, revolution, riot, insurrection or civil commotion. Terrorism, sabotage, fire, explosion or Criminal damage;
- b) Act of God, including fire, lightening, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event.
- c) Any curtailment/suspension /non availability of transmission capacity by intervening SLDCs and/or RLDCs. In case of restriction imposed by SLDC, the same will be considered in Force majeure only after the schedule is revised by RLDC for the restricted period.
- d) Change in Law/Change in regulation.
- e) Regulatory intervention in the matter of power trading as also orders from State Govt./Central Govt./CERC/SERCs/Appellate Tribunal of Electricity/High Courts/Supreme Court. This will also include regulations/orders already issued but yet to be conclusively enforced.

The affected party shall be under obligation to submit necessary documents substantiating the Force Majeure.

Market changes, financial and commercial constraints shall be excluded from the coverage of Force Majeure.

9. Termination Clause

PTC reserves the full right to terminate the contract, if the Seller fails to abide by the terms and conditions as stipulated for selling the power.

10. Jurisdiction

All the disputed matter arising between the Procurer and the Seller out of this power purchase arrangement will be settled amicably within 30 days failing which, the Hon'ble High Court of Delhi shall have exclusive jurisdiction to entertain and try all such disputed matters.

11. Other Conditions

The Bid shall be submitted through E-mail. The Bidder shall use enclosed price schedule (Annexure – I) to furnish their bids. The Procurer reserves the right to reject/cancel/split any or all the tenders without assigning any reason whatsoever.

The Bidders shall submit acceptance of Terms and Conditions of the bid document as per the format provide in Annexure – II and enclose the same along with the Bid document in the E-mail.

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“Financial Bid”

(To be given on the official letter of the Seller)
Annexure-1

To,
Shri Harish Saran
Executive Director (Marketing)
PTC India Limited
2nd Floor, NBCC Tower,
15, Bhikaji Cama Place,
New Delhi – 110066
Phone: 011 – 41595100

Month	Source	Period (Hrs.)	Quantum of Power (MW)	Rate at Delivery Point WRTS (Rs/KWH)
March 2018				
April 2018				

Signature: (Authorized Signatory)
Company Name & Seal of Bidding Company

Name: _____
Designation: _____
Telephone No.: _____
Fax No.: _____
E-mail ID: _____

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Annexure-2

Format for Acceptance of Terms and Conditions

(to be signed and given by the authorized person of the bidder on its official letter head)

To,

Shri Harish Saran
Executive Director (Marketing)
PTC India Limited

2nd Floor, NBCC Tower,
15, Bhikaji Cama Place,
New Delhi – 110066
Phone: 011 – 41595100

Kind Attn:

We/I have carefully read 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 of Authorized Signatory:

Name:

Designation:

Company Name & Seal of Bidding Company

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Annexure-3
Bidders Data

- a) Company Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Organization Type:
 - 1. Distribution Licensee
 - 2. Other, with details
- h) EMD Details: (with copy enclosed)

Signature: (Authorized Signatory)

Name: _____

Designation: _____