

Corrigendum-1 Dt: 10.05.2019

SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD

NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD

**Request for Proposal (RfP) Notice TSPCC(Commercial)/
Tender No: 01 (Banking) /19-20, Dated: 30.04.2019**

1. Revised Time table for Bid Process:

The last date for submission of bids against the Tender has been extended to 17.05.2019. The revised timelines are as follows:

Sl.No	Event	Date & Time
1.	Publication of Request for Proposal (RfP) for banking of power	30.04.2019 at 17:00 Hrs
2.	Last day for submission of Bids	17.05.2019 at 14:00 Hrs
3.	Opening of Bid Part-I (Technical)	17.05.2019 at 14:30 Hrs
4.	Opening of Bid Part-II (Percentage Premium on return energy)	17.05.2019 at 16:30 Hrs

Note: No extension of time for submission of bids shall be allowed for any reasons.

All other Terms and Conditions given in the Tender Document dated 30.04.2019 remains unaltered.

Sd/-

Chief Engineer (Commercial)/TSPCC

Request for Proposal (RfP) Notice



**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LIMITED**



SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD/TSPCC/Tender No.01/(Banking)/19-20,Dt:30.04.2019.

TSPCC, on behalf of TSDISCOMs, intends to Export/Import power through Banking arrangement under short term basis by floating Banking Tender inviting the bids by post or personally in sealed envelopes and the details are available in www.tstransco.in, www.tssouthernpower.com & www.tsnpdcl.in websites.

**Sd/-
Chief Engineer (Commercial)/TSPCC
Vidyut Soudha, Hyderabad.**

**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD
NORTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD**

**Request for Proposal (RfP) Notice TSPCC(Commercial)/
Tender No: 01 (Banking) /19-20, Dated: 30.04.2019**

1. Telangana State Power Coordination Committee (TSPCC) on behalf of TSDISCOMs (TSSPDCL & TSNPDCL) intends to Export/Import power through Banking arrangement under short term basis.
2. Details of Banking arrangement proposed is as below:

Transaction	Period of Banking	Duration (Hrs)	Quantum
TSPCC to Utility	10.05.2019 to 25.06.2019	08.00 to 14.00	1000 MW
Utility to TSPCC	September,2019/ October, 2019	RTC	Returnable Energy: Availed Power (+) (Plus) Percentage (%) premium offered on availed energy

- The only criterion for finalizing/deciding/evaluating the Tender would be the percentage (%) premium (return percentage) against banked energy. The decision of TSPCC in this regard shall be final and binding on the bidders.
 - To ensure competitiveness, minimum number of bidders should be at least two for each requisition. In case of less than two bidders responding to the tender and TSPCC still wants to continue, it may only be done with the sole discretion of TSPCC.
- 3) **Details of Terms & Conditions pertaining to the Tendering procedure are as below:**

ii) Eligibility:

All the State Utilities/Distribution Licensees/SEBs/Trading Licensees having valid trading license from Appropriate Commission are eligible to participate in the bidding process.

iii) Time table for Bid Process:

Sl.No	Event	Date & Time
1.	Publication of Request for Proposal (RfP) for banking of power	30.04.2019 at 17:00 Hrs
2.	Last day for submission of Bids	07.05.2019 at 14:00 Hrs
3.	Opening of Bid Part-I (Technical)	07.05.2019 at 14:30 Hrs
4.	Opening of Bid Part-II (Percentage Premium on return energy)	07.05.2019 at 16:30 Hrs

Note: No extension of time for submission of bids shall be allowed for any reasons.

- The bids submitted on or before 07.05.2019 upto 14:00 hrs will only be considered for opening.
- Bid Part-I will be opened publically on the same day at 14:30 Hrs.
- After scrutiny of Bid Part-I, the Bid Part-II of technically eligible bidders will be opened on the same day at 16:30 Hrs.
- The Bidders may be present at the time of opening of the Bid, if they desire so.

iii) Submission of bid:

- (a) The bidders shall submit their Bids in two parts: Parts-I and Part-II. Both the parts shall be submitted separately and shall consist of :

Bid Part-I: shall consists of following:

- Covering Letter.
- Earnest Money Deposit (EMD) in the form of Bank Guarantee issued by any Nationalized/Scheduled Bank.
- Copy of license in respect of the bidder being Electricity traders Licensees (If applicable) duly signed and sealed by authorized representative.
- Acceptance of General Terms and Conditions of Tender Document duly signed and sealed by authorized representative as per Annexure-I & II.

- Bidders (if bidder is a Trading Licensee) shall indicate the name of the Utility/Distribution Licensee in the tender along with undertaking from the Utility/Distribution Licensee that he is with this trader and accepted to Banking arrangement.
- Details of the Bidder shall be enclosed as per Annexure-III.

Bid Part -II: shall consists of following:

Unconditional Banking Bid consisting of percentage premium on return and Quantum Bid for Banking of energy with TSPCC/TSDISCOMs as per Annexure – IV.

- (b) The Bidder shall also enclose a separate sheet indicating complete details, like source of supply and the shortest route from the source of supply to the delivery point for which Open Access approval shall be taken by the bidder.
- (c) Bids shall be submitted by post or personally duly signed by authorized signatory on each page of Bid Document in sealed envelopes.
- (d) Both Parts I & II shall be put together in one envelope marked “Bid for Banking of Power with TSPCC, Tender Enquiry Number and Date” and shall be sent/submitted to:

Chief Engineer (Commercial)/TSPCC
Room No.455, ‘A’ Block
Vidyuth Soudha, Khairathabad
Hyderabad - 500082
E-mail Id : cetspcc1234@gmail.com
Contact Mobile Nos: 07382294427, 09491073764

iv) Earnest Money Deposit:

The Bidder shall be required to submit EMD for the maximum capacity offered @ Rs.30,000 per MW per month on RTC (30 days, 24 hrs.) basis and same shall be reduced on pro-rata basis in case bids are quoted on hourly basis of offered capacity in the form of Bank Guarantee issued by any Nationalized/Scheduled Bank.

The validity of the BG shall be 30 days from the date of opening of the Bid Documents with a further claim period of 1 month.

EMD of the successful bidders shall be returned after submission of the Performance Guarantee. EMD of unsuccessful bidders shall be returned after 15 days from the date of finalization of tender.

The EMD may be forfeited if bidder withdraws or modifies bid during bid validity period.

v) Return of Power:

Trader/utilities are requested to clearly indicate the premium, in percentage, offered by them on the quantum of banked power returnable in the manner indicated as per the above arrangement, considering time segment of export and import of Power. However the monthly supply limit and day wise maximum limit is to be finalized by mutual understanding and consent.

In case of any corridor constraints during normal returning period the balance quantity shall be returned during the contract period with the mutual consent of both the parties. In case of curtailment during supply period the return schedule shall be revised based on actual energy supplied with the mutual consent of both the parties.

vi) Right to Accept/Reject the bid:

TSPCC 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 TSPCC also reserves the right to alter the quantities of power/split the quantities of power, amongst more than one selected bidder for the same month. The decision of TSPCC shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by TSPCC, in this regard.

vii) Contract Documents:

- a. After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by TSPCC to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date, the TSPCC may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.
- b. After acknowledgement of the LoA by the Selected Bidder(s), the TSPCC shall issue the Power Swap Arrangement (PSA) Order within Bid Validity date. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PSA. TSPCC would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute/accept the PSA. In case the TSPCC fails to issue the PSA within the period prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiting the EMD/CPG as the case may be.

viii) Validity of bid:

The offer shall remain valid for a period of 30 days from the date of opening of 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 period of Validity, EMD submitted by the Bidder shall be forfeited.

ix) Bid Evaluation:

The above banked power should be returned by the bidder during the period and duration as mentioned in the table. Trader/utilities are requested to clearly indicate the percentage (%) premium offered by them on availed (banked) energy. The percentage (%) premium on availed (banked) energy offered by the bidders shall be considered for the purpose of bid evaluation and finalization of the successful bidder. The successful bidders will be selected in descending order (Highest to Lowest) of the percentage premium on availed (banked) energy quoted by the bidders.

3. Details of Terms & Conditions pertaining to the Banking arrangement through Contract are as below:

i) Delivery point:

The delivery point in either case shall be Regional Periphery of the Exporting Utility. Bid received with deviation in the Delivery point will not be entertained and will summarily be rejected.

ii) Open Access, Transmission Charges & Losses:

• When TSPCC/TSDISCOMs are exporting power (Upto Delivery Point) :

All Open Access Charges such as PoC Injection Charges, SLDC/SRLDC application fee, SRLDC Operating charges, etc upto Delivery Point and PoC Injection Losses shall be borne by TSPCC/TSDISCOMS.

• When TSPCC/TSDISCOMs are importing power (Beyond Delivery Point) :

All open Access Charges such as PoC Withdrawal Charges, SLDC/SRLDC application fee, SRLDC Operating, etc. beyond Delivery Point and PoC Withdrawal Losses shall be borne by TSPCC/TSDISCOMS.

- Any other charges /losses other than specified above shall be to the account of the successful bidder. Any Taxes, Duties & Cess etc if becomes applicable, shall be borne by the bidder.
- Even Open Access charges before/beyond delivery point (while TSPCC Exports/Imports power) also have to be paid by the bidder. However TSPCC reimburses the Open Access charges before/beyond delivery point on submission of Open Access bills by the bidder.
- The Open Access charges if any received back from the SRLDC due to curtailment, congestion, revision, Force Majeure etc. are to be returned to TSPCC within one week otherwise TSDISCOMs reserves the right to deduct from On-hand bills.
- The party seeking revision in schedule would bear the open access charges retained by RLDC for the entire path.
- The bidder shall be fully responsible for timely filing of Open Access application for the contracted quantum of power from each source before nodal RLDC and coordinate with relevant RLDC/SLDC so as to get the timely booking of open access corridor.

iii) Reimbursement of Open Access Charges:

The due date for payment would be 9th day after the date of receipt of fax/email bill subject to receipt of original invoice within due date. In case the due date is a Bank holiday in Telangana State, the next working day would be treated as due date. The bill received before 02.00 P.M. on a working day at TSPCC/DISCOMS will only be considered as date of receipt, otherwise the next day will be considered as date of receipt. If the bill is not in full shape and needs to be corrected, the date of receipt of corrected bill will be treated as date of receipt. All the Open Access bills shall be enclosed with copies of SRLDC approvals.

No rebate shall be applicable on Open Access bills.

iv) Settlement of Energy:

These banking arrangements shall be on purely energy to energy transaction basis and shall be considered as cash less transaction.

If trader/utility, fails to return the returnable energy during a month, owing to transmission constraints & other force majeure conditions, the remaining energy for that month shall be returned to TSPCC in immediate succeeding month of the contracted return period or the return period as desired by TSPCC.

In case trader/utility fails to return the returnable energy to TSPCC within period mentioned above due to any reason whatsoever/default by trader/utility, any shortfall in the returnable energy shall be paid to TSPCC by the exporting utility/trader at the settlement rate of **Rs. 5.00/Kwh**.

The bill for balance energy will be raised within 10 days from the end of contract period. If the trader/utility fails pay for balance energy within 9 days, the CPG will be forfeited.

v) Contract Performance Guarantee (CPG):

- (a) The Successful Bidder(s) shall be required to furnish Contract Performance Guarantee (CPG) in the form of Letter of Credit (LC) issued by any Nationalized/ Scheduled Bank within 7 days from the date of selection of successful Bidder for an amount of returnable energy equivalent to Rs.5.00/Kwh. The LC shall be valid up to 45 days beyond the contract period.
- (b) TSPCC may not commence flow of power in absence of CPG.
- (c) In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- (d) The CPG provided by the Successful Bidder(s) shall be forfeited for non-performance of the contractual obligations.
- (e) If the Trader/Utility fails to schedule return energy, the CPG will be forfeited.

vi) Scheduling:

Scheduling of power shall be as per CERC/TSERC Open Access Regulations, CTUs/STUs Open Access procedure and IEGC/SGC in vogue and shall include the following:-

Both importing and exporting utility shall schedule power in full, except in case of transmission constraints. The scheduling and dispatch of the power shall be coordinating with the respective RLDCs as per the relevant provisions of IEGC and the other decisions of RLDC and RPCs.

- (a) The trader/utility shall explore all possibilities to schedule and obtain Open Access approval for full quantum by means of Advance submission of application for booking of corridor at all three stages, Advanced, First Come First Serve and Day ahead basis.
- (b) Scheduling of power should be uniform throughout the mentioned time block period filled in the tender document subject to Open Access approval received from nodal RLDC.

- (c) In case Successful Bidder fails to apply for Open Access corridor (or) supply the approved quantum as per provisions of this RfP document, Successful Bidder shall be liable to pay penalty at the rate of Rs.5.00/KWh for the shortfall in the applied (or) approved quantum of power.
- (d) In case successful bidder could not get Open Access for Transmission of Power due to transmission constraint, such penalty will not be levied for quantum for which Open Access not granted, subject to the documentary evidence.

vii) Energy Accounting:

For the power supplied by TSPCC during the entire month, by the trader/utility shall acknowledge through certified energy statement to TSPCC based on the REA issued by RPC.

For the return of banked power by the trader/utility to TSPCC during the entire month, the trader/utility shall issue a certified energy statement based on the REA issued by RPC.

Once all the transactions are completed, trader/utility and TSPCC shall prepare a final energy account showing the supply and return of power in energy terms (MUs).

Energy Accounting will be carried out by trader/utility on the basis of implemented schedule (final revision) by respective Regional Load Dispatch Centre/SLDC subject to final reconciliation on the basis of Regional Energy Accounts issued by respective Regional Power Committee at the end of contract period.

Final settlement bill shall be raised on the basis of REA issued by the respective RPC.

viii) Surcharge on Late Payment:

In case of either party, a delayed payment surcharge of 1.00% (one percent) per month shall be leviable on all dues remaining unpaid for more than 30 days from the date of receipt of the bill. If the due date for payment is a Bank holiday in Telangana State, the immediate next working day will be treated as due date of payment. Surcharge will be liable for payment for the period beyond 30 days till date of payment.

ix) Force majeure and technical constraints/ transmission constraints:

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 the 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.

The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC.

But any party claiming the benefit of this clause shall fully satisfy the other party of the existence of such an 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.

x) Alternate Supply:

If the power is supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.

xi) Dispute Resolution:

Any disputes arising out of the Power Swap Arrangement (Banking Arrangement) PSA shall be adjudicated by Hon'ble TSERC only.

**Sd/-
Chief Engineer (Commercial)/TSPCC**

Annexure-I

Tender Specification No.....

Acceptance of General Terms and Conditions

We have carefully gone through the bid documents in Tender Specification No..... dated and satisfied ourself/myself and hereby confirm that our/my offer strictly conform to the requirement of the bid documents and all the terms and conditions are acceptable to us.

SIGNATURE:

NAME:

DESIGNATION:

NAME OF THE BIDDING COMPANY SEAL:

DATE:

Annexure-II

Tender Specification No.....

NO DEVIATION CERTIFICATE

(To be signed by the authorized person of the bidder on Non-Judicial Stamp Paper of appropriate value).

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

SIGNATURE:

NAME:

DESIGNATION:

NAME OF THE BIDDING COMPANY:

SEAL:

DATE:

Annexure-III

(ON THE LETTER HEAD OF THE BIDDER)

Tender Specification No.....

Description of Bidder

1. Name:
 - a. Address of the corporate headquarters and its branch office (S),
if any, in India:
 - b. Date of incorporation and /or commencement of business:

2. Brief description of the Company:
 - a. Website:
 - b. Turnover:
 - c. If Generator – location/Trader – License Number :

3. Details of individuals (s) who will serve as the point of contact:

Name:

Designation:

Company Address:

Telephone Number:

E-Mail Address:

Fax Number:

4. Particulars of the Authorized Signatory of the Bidder

Name:

Designation :

Address:

Telephone Number:

Fax Number:

Annexure-IV

(ON THE LETTER HEAD OF THE BIDDER)

QUANTUM AND RETURN RATIO OF BID

We will supply power to the delivery point as the set condition and various clause of RPF unconditionally. The QUANTUM AND RETURN RATIO OF BID is as below:-

Delivery Point : Regional Periphery.

Import by (Name of Bidder)

Period	10.05.2019 to 25.06.2019
Duration (Hrs)	08:00 to 14:00
Quantum (MW)	

Export By (Name of Bidder)

Period (Month)	September,2019/October,2019
Duration	RTC
Quantum (MW)	
Return Percentage (Premium)	

Note:- Utility/Trader shall export the power to TSPCC (with return percentage) in specified duration in the period mentioned above.

Signature of Authorized Signatory:

Name:

Designation:

Tel No:

Mobile No:

E-Mail:

Name & Seal of Bidding Company

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK
GUARANTEE TOWARDS EMD**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of _____ (Bidder) submitting the Bid inter alia for Banking arrangement of power on short term basis, I response to the RfP Notice issued by Telangana State Power Coordination Committee (TSPCC) as an authorized representative of TSDISCOMs vide RfP Notice No.TSSPDCL/TSPCC(Commercial)/ Tender No:01(Banking) /19-20, Dated:30.04.2019 and _____ being **a bidder**, required to deposit EMD as per the terms of the RfP, the _____ **(insert name of bank)** hereby agrees unequivocally, irrevocably and unconditionally to pay Telangana State Power Co-ordination Committee (hereinafter referred to as "Procurer") at Hyderabad forthwith on demand in writing from FA&CCA/TSPCC on behalf of Telangana State Power Co-ordination Committee or any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs. _____ /- (Rupees _____ only), on behalf of _____ (Bidder).**

This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GURANTEE in part or in full, as it may deem fit

Our liability under this Guarantee is restricted to **Rs. _____ /- (Rupees _____ only).** Our Guarantee shall remain in force until _____. The Procurer shall be entitled to invoke this Guarantee until _____.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs. _____ /- (Rupees _____ only)**, and it shall remain in force until _____ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this _____ day of _____