



**TATA POWER DELHI DISTRIBUTION LIMITED**

BID DOCUMENT FOR

POWER SWAP (BANKING) OF UP TO 300 MW RTC/SLOT WISE POWER  
ON FIRM BASIS FOR THE PERIOD OF  
01.11.2023 to 30.09.2024

**COMMERCIAL AND GENERAL CONDITIONS**

**TENDER NO: Tata Power-DDL/PMG/Tender/Banking-2023/01**

**DATE: 10.08.2023**

POWER MANAGEMENT GROUP  
TATA POWER DELHI DISTRIBUTION LIMITED  
CENNET SCADA BUILDING, 1<sup>ST</sup> FLOOR  
NEAR PP-3 GRID, PITAMPURA,  
NEW DELHI -110034

**Tender No. Tata Power-DDL/PMG/Tender/Banking-2023/01 Date: 10.08.23**

**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 (here in after called Bidder), for banking of power on short term basis for the period commencing from 01<sup>st</sup> Nov'2023 to 30<sup>th</sup> Sep' 2024 as per the details given below: -

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

Supply of Power by TATA POWER -DDL		
Period	Duration (Hrs.)	Quantum (MW)
01.11.2023 to 15.11.2023	00:00 to 06:00 & 20:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 150
16.11.2023 to 30.11.2023	00:00 to 06:00 & 20:00 to 24:00	Up to 200
	00:00 to 24:00	Up to 150
01.12.2023 to 15.12.2023	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 150
16.12.2023 to 31.12.2023	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 50
01.01.2024 to 15.01.2024	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 50
16.01.2024 to 31.01.2024	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 50
01.02.2024 to 15.02.2024	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 50
16.02.2024 to 28.02.2024	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 150
01.03.2024 to 15.03.2024	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 150
16.03.2024 to 31.03.2024	00:00 to 06:00 & 20:00 to 24:00	Up to 300
	00:00 to 24:00	Up to 100

**Note- Tata Power-DDL may decide for export under any or both of the requisitions (RTC/SLOT Wise) based on the competitiveness/feasibility) of the bids received.**

**Remarks:**

1. Minimum bid quantum shall be 25 MW & for a minimum continuous period of 15 days (block).
2. The bid should be for the entire period of a block. No bid would be accepted for specific Days 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.
5. Bidder can also apply even if they are able to bank for part duration.

## 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 if any (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 bidders 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	Quantum (MW)
16 <sup>th</sup> Apr'2024 to 30 <sup>th</sup> Apr' 2024	00:00 to 03:00 & 19:00 to 24:00	RTC	Return % to be specified
1 <sup>st</sup> May'2024 to 31 <sup>st</sup> May' 2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
1 <sup>st</sup> June'23 to 30 <sup>th</sup> June' 2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
1 <sup>st</sup> July'23 to 31 <sup>st</sup> July' 2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
1 <sup>st</sup> Aug'23 to 31 <sup>st</sup> Aug' 2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
1 <sup>st</sup> Sep'2024 to 30 <sup>th</sup> Sept' 2024	00:00 to 03:00 & 19:00 to 24:00	RTC	

## 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 but simultaneously on or before of due date and shall consist of:

- "Part-I"- shall consist of EMD of Rs. 10.0/- Lakhs (in the form of BG/DD in favour of TPDDL), 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 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. Lalit Wasan**  
**HOD-Power Management & BESS**  
**TATA Power Delhi Distribution Limited**  
**CENNET SCADA Building, 1<sup>st</sup> Floor**  
**Near PP-3 Grid, Pitampura,**  
**New Delhi -110034**  
**E-mail: [lalit.wasan@tatapower-ddl.com](mailto:lalit.wasan@tatapower-ddl.com)**  
**Land line: 011-66050742**

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 60 days of the opening of the Bids, LOA along with terms and condition of tender with agreed deviations prior to LOA, shall be construed as a binding contract. Bidder(s) shall provide acceptance as early as possible but not more than 7 days.

The terms and conditions of LoA shall be deemed as having been entered into an agreement for transaction of contracted power for the duration/period and block 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. EMD: Earnest Money Deposit.**

The Bidders are required to submit EMD in the format specified in this tender, in the form of Bank guarantee /e-bank guarantee/demand draft issued by any Nationalized/Scheduled Bank or should be Electronically Transferred through RTGS/NEFT in the beneficiary account.

Account Name : Tata Power Delhi Distribution Limited.  
Name of the Bank : Axis Bank  
Account No. : 915030039791179  
RTGS/NEFT/IFSC code : UTIB0001609

EMD shall be valid for a period of 60 days from the bid submission date.

The EMD shall be forfeited:

- a. Submission of bids without back-to-back arrangement.
- b. If Bidder withdraws bid during Bid Validity Period.
- c. For non-submission of Payment security BG as specified in this tender document Successful Bidder(s)/Traders/opposite utility.

The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.

The EMD of the Successful Bidder (s) shall be refunded after furnishing the Payment security BG.

## **7. 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 25% of the contracted energy calculated @ Rs. 6.00/kwh, in terms of energy (MUs) quoted by any bidder. The LC/BG shall be valid up to 60 days beyond the contract period or return of entire energy (MUs) to TPDDL whichever is later. The Importing utility/Bidder shall furnish LC/BG within 5 days of issue of LoA by Tata Power-DDL.

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.

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 and forfeit the EMD**. The decision of Tata Power-DDL shall be final and binding in this regard.

**Note:** - The bank charges incurred by the successful bidder/trader/opposite utility for issuance of Bank Guarantee against payment security mechanism sought by TPDDL shall be reimbursed by TPDDL subject to a maximum of 0.30 % of the BG value (inclusive of all taxes/duties) or actual charges incurred, whichever is lower, within 60 Days after successful completion of the contract. The successful bidder/trader/ Opposite utility shall submit the reimbursement claim in respect of the same with sufficient documentary evidence/certificate from the bank.

## **8. 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 thereof. 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 time block. 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.

## **9. 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.

## **10. Bid Validity Period:**

The offer shall remain valid for a period of 60 days from the date of bid submission ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions after the submission of the bid.

**11. Submission of the Bid:**

The bid may be submitted at Tata Power-DDL office on or before 6<sup>th</sup> Sept'23 by 15:00 hours and the same will be opened on the same day at 15:30 hours. The offer received after 15:00 hours of the bid submission date shall not be accepted. In case the bid submission date is declared a holiday, then the bid submission date shall automatically be considered as next working day. 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 authorized representatives of the participating parties may be present at the time of opening of the bid if they desire.

**12. 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,**

Lalit Wasan  
HoD-Power Management & BESS  
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 mentioned in clause 1 of the tender document.

### **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) Up to Delivery Point:**

**When Tata Power-DDL is exporting:** All Open Access Charges **up to Delivery Point** including SLDC application fee, Delhi SLDC Operating charges, Delhi STU charges etc. and Delhi STU 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 (NR periphery to TPDDL Periphery)** including SLDC/NRLDC Application fee, SLDC/NRLDC Operating charges, Delhi STU charges and all transmission losses including PoC drawl losses/STU losses (beyond NR Periphery in **Tata Power-DDL** Case) shall be borne by Tata Power-DDL.

**Note:** The Successful bidder/trader shall be required to apply Short Term Open Access on behalf of Tata Power-DDL (beneficiary in this case is Tata Power-DDL) in such a manner that separate STOA charges upto Delivery Point are neither to be billed to Tata Power –DDL nor payable by the bidder in respect of this transaction and the same is dealt within Tata-Power-DDL long term Transmission Access (LTA/GNA as applicable) as per the provisions of CERC Sharing Regulations' 2020 as amended from Time to time. Further, the bidders/traders should ensure that they are able to supply their contracted quantum within the supply period offered by them.

**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 timeline stipulated in CERC open access regulations (presently 3 months in advance) /Guidelines in force/NOAR provisions.**

#### **5. Trading Margin:**

Trader / trading licensee [as defined in Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading license and other related matters) Regulations, 2020 as amended from time to time], 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 by TPDDL 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 containing the details of 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 by the trader/bidder/supplier 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 (excluding the date of receipt of such bill)**. 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 fourth Trading Margin bill shall be based on the provisional REA for the ongoing month issued by Nodal RLDC. (NRLDC in our case). It may be noted that, the trader/bidder shall issue the final Trading Margin Bill/Reconciliation statement on the basis of final REA to be issued by the nodal RPC.



## 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/bidder/supplier as the case maybe, from the implementation date of such corridor revision/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 timeline of RLDC's guidelines in force. In case, bids are submitted directly by any utility without involvement of a trader, then responsibility of applying timely open access during the period of export by TPDDL shall remain with the importing utility and during the period of return by the opposite utility, this responsibility shall remain with TPDDL. 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 same month or immediate succeeding month of the **contracted return period or the return period as desired by Tata Power-DDL (preferably within 15 days of the period for which power has been curtailed)** , as per mutual agreement of both the parties. Apart from the above, TPDDL reserves the right to ask the Trader/ the supplying utility to supply the remaining quantum during the same month through separate/multiple Open Access applications on day ahead/FCFS basis if required for timely receipt of power. The trader/Importing utility shall be obligated to ensure the supply of contracted energy from alternate sources if the original source is not able to fulfill the obligation. Any extra transmission charges incurred on account of supply of power from the alternate sources shall be borne by the trader/bidder/the utility supplying power to TPDDL.
- During return of banked energy to Tata Power-DDL, If Trader/the supplying 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 such compensation amount may be recovered from the payment security provided by the bidder/trader. 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. 6.00/Kwh** within 15 days of the end of contract period. In case the same is not paid to TPDDL within the specified timelines, such settlement amount may be recovered from the payment security provided by the bidder/trader.

- 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 6.00/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. 6.00 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) Pre-bid meeting shall be scheduled on 16<sup>th</sup> August' 2023 at 11:30 AM at CENNET. The interested bidders may choose to be present in person for the same.
- b) Last date and time of submission of bid documents is 6<sup>th</sup> Sep' 23, by 15:00 Hrs.
- c) Date and Time of Opening of bids is 6<sup>th</sup> Sep' 23 at 15:30 Hrs.
- d) 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.
- e) 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)
- f) In case, bid submission 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.
- g) 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 and EMD of such bidders shall be forfeited.**

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

Sh. Sandeep Kumar  
HoG (Power Management Group).  
TATA Power Delhi Distribution Limited  
CENNET SCADA Building, 1st Floor,  
Near PP-3 Grid, Pitampura,  
New Delhi -110034  
E-mail: [sandeep.k@tatapower-ddl.com](mailto:sandeep.k@tatapower-ddl.com)  
Land line: 011-66050652

(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.)	Bid Quantum (MW)
01.11.2023 to 15.11.2023	00:00 to 06:00 & 20:00 to 24:00	
	00:00 to 24:00	
16.11.2023 to 30.11.2023	00:00 to 06:00 & 20:00 to 24:00	
	00:00 to 24:00	
01.12.2023 to 15.12.2023	00:00 to 06:00 & 20:00 to 24:00	
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01.01.2024 to 15.01.2024	00:00 to 06:00 & 20:00 to 24:00	
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	00:00 to 24:00	
01.02.2024 to 15.02.2024	00:00 to 06:00 & 20:00 to 24:00	
	00:00 to 24:00	
16.02.2024 to 28.02.2024	00:00 to 06:00 & 20:00 to 24:00	
	00:00 to 24:00	
01.03.2024 to 15.03.2024	00:00 to 06:00 & 20:00 to 24:00	
	00:00 to 24:00	
16.03.2024 to 31.03.2024	00:00 to 06:00 & 20:00 to 24:00	
	00:00 to 24:00	

Return quantum (ratio)/period may be indicated separately in the below mentioned table in line with the bids submitted by the respective bidders.

Return of power to TATA POWER –DDL			
Period	Option-A	Option-B	Quantum (MW)
16.04.2024 to 30.04.2024	00:00 to 03:00 & 19:00 to 24:00	RTC	Return % to be specified
01.05.2024 to 31.05.2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
01.06.2024 to 30.06.2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
01.07.2024 to 31.07.2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
01.08.2024 to 31.08.2024	00:00 to 03:00 & 19:00 to 24:00	RTC	
01.09.2024 to 30.09.2024	00:00 to 03:00 & 19:00 to 24:00	RTC	

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: \_\_\_\_\_

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD Guarantee.**

(To be on non-judicial stamp paper of Rs. 100)

In consideration of the \_\_\_\_\_ (Bidder) submitting the Bid inter alia for supply of power during the period \_\_\_\_\_ to \_\_\_\_\_ on short term basis, in response to the RfP issued vide Event No. \_\_\_ and \_\_\_ being a bidder, required to deposit EMD as per the terms of the RfP, the (Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay Tata Power-DDL (hereinafter referred to as "Procurer") forthwith on demand in writing from Tata Power-DDL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_ only), on behalf of M/s \_\_\_\_\_ (Bidder).

This guarantee shall be valid and binding on this bank up to and including ( Claim Date) and shall not be terminable by notice or any change in the constitution of the Bank or the term of tender 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 GUARANTEE 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 ( Expiry Date). The Procurer shall be entitled to invoke this Guarantee until ( Claim Date) (enter the date one month later than above mentioned date).

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 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 one month 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



## **FORMAT OF Special Conditions to the Letter of Credit**

(To be on non-judicial stamp paper of Rs. 100)

1. This Standby Revolving Irrevocable Letter of Credit is issued by ( issuing Bank's Name & Address) at the request of (mention applicant name) to Beneficiary's M/s Tata Power Delhi Distribution Limited.
2. This is a Standby Revolving Irrevocable Letter of Credit established in the Beneficiary's (M/s Tata Power Delhi Distribution Limited) favor as a security for payment towards Supply of power on short-term basis through competitive bidding process, acceptance of LOA vide letter no \_\_\_\_\_ dated \_\_\_\_\_(reference-tender enquiry no- Tata Power-DDL/PMG/Tender/Banking-2023/01 dated 10/08/2023).
3. This is a "revolving Irrevocable Letter of Credit" of an amount equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Multiple encashments allowed at any time up to its limit.
4. The amount negotiated under this Letter of Credit will be reinstated to its original value upon funding of prior withdrawals by the Applicant i.e. (Name of the applicant).
5. Payment under this Standby Letter of Credit shall be done only upon written demand for payment in any format when such demand is presented to us at (mention Banks's Branch with address) signed by and authorized representative of M/s Tata Power Delhi Distribution Limited.
6. The Issuing Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the beneficiary i.e., Tata Power Delhi Distribution Limited, made in any format, raised at the above-mentioned address of the Issuing Bank, in order to make the said payment to the Procurer.
7. This Standby Letter of Credit shall be valid upto \_\_\_\_\_ (being 60 days beyond contract period). We shall not be required to pay claims made by you under this Standby Letter of Credit, which are required by us after the expiry date of this Standby Letter of Credit. Any claim presented within the validity of SBLC will be paid even after expiry of SBLC.
8. The Standby Letter of Credit is subject to and governed by the 2007 Revision of the uniform customs and practice for Documentary Credits of the International Chamber of Commerce (Publication No. 600) and Courts of India shall have exclusive jurisdiction.
9. Notwithstanding anything contained hereinabove, our liability under this SBLC is restricted to Rs...../- (Rupees .....only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this SBLC only if you serve upon us a written claim or demand on or before (Date of expiry)

Signature

Name

Power of Attorney No.

For \_ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this day of