



TATA POWER-DDL
TATA POWER DELHI DISTRIBUTION LIMITED
(A Tata Power and Delhi Government Joint Venture)

Shortage / Surplus Power available with TPDDL

15.08.2013

<u>Month</u>	<u>RTC quantum available for sale</u>	<u>Night power (from 0100 to 0900 Hrs. available for sale)</u>
August'13	100	200
Sep'13	75	300
Oct'13	200	300
Nov'13	250	400
Dec'13	200	300
Jan'14	200	300
Feb'14	300	400
March'14	200	200

(In MW)

Note-

1. (-) means Shortage of Power & TPDDL willing to Purchase
2. (+) means Surplus Power & TPDDL willing to Sale

Terms and Conditions for Sale / Purchase of Power on Short-Term basis:

1. Delivery Point:

The Delivery Point of power shall be at NR periphery.

2. Transmission Charges & Losses:

Open Access /Transmission charges and losses up to delivery point shall be borne by TATA Power Delhi Distribution Limited. All such Open Access / PoC charges including scheduling and other charges of RLDC / SLDC, including application fees and PoC losses or any other charges beyond delivery point shall be borne by buying Utility (ies)/trading Licensee (s).

3. Scheduling:

Scheduling of power shall be as per IEGC.

4. Tariff:

Tariff for the contracted power shall be as quoted by the utilities in the "Offer for Sale/Purchase of Power" and decided by TPDDL on best offer basis. The rate quoted shall be at Delivery point.

6. Billing:

For the supply of power during a calendar month, TPDDL will be raising weekly bills on provisional basis (on 9th, 16th, 24th and 1st of the next month for the billing period 1st to 8th, 9th to 15th, 16th to 23rd & 24th to the last day of the month). For the purpose of weekly bills, each month will 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 relevant bills will be raised based on the provisional Weekly energy data at Delivery Point based on SLDC/NRLDC website data. After receipt of REA for the previous month from NRPC/ SLDC, final bill for the month shall be raised with necessary adjustment.

7. Payment:

The Buyer shall make payment to TPDDL account through RTGS within seven (7) days from the date of submission of the weekly energy bills by TPDDL by Fax/Email hereinafter referred as "Due Date". In case of default in payment by the Due Date then the billing amount shall be recovered through Letter of Credit.

8. Surcharge on Delayed Payment:

A surcharge of 15% (Fifteen Percent) per annum for the number of days of delay shall be applied on all payments outstanding after 07 days from the date of bill. This surcharge would be calculated on a day-to-day basis for each day of the delay.

9. Payment Security Mechanism:

That BUYING UTILITIES/ TRADER shall provide the following payment security mechanisms at least 15 days before the start of the flow of power.

Weekly revolving Letter of Credit (LC) equivalent to 21 days of estimated energy billing. All LC charges viz. opening, operation / negotiation, recoupment etc. shall be borne by BUYING UTILITIES/ Trader.

TPDDL may not schedule power in absence of adequate Payment Security Mechanism. In the event of delay in providing payment security mechanism all charges including any penalty/ compensation or UI liability if any, payable under the contract shall be to the account of BUYING entity/trader. In such case, the contracted quantum shall be considered as deemed scheduled and compensation clause shall be applicable.

The LC will be used only as a Payment Security mechanism.

In the event payment is not made by the "Due Date" then the seller has the right to realize the payment through Letter of Credit.

10. Compensation Clause:

Without prejudice to the provisions of force majeure,

Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.

In case deviation from buyer side is more than 15% of the contracted energy for which open access has been allocated on monthly basis, buyer shall pay compensation at 20% of Tariff per KWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.

Similarly, In case deviation from Seller side is more than 15% of the contracted energy for which open access has been allocated on monthly basis, Seller shall pay compensation to buyer at 20% of Tariff per KWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the buyer.

That in case buying utility does not make timely payment of TPDDL dues, TPDDL will have the right to terminate the prevailing arrangement for the sale of power and/or offer the same to some alternate customer(s) without prejudice to all the rights to recover the amounts due to TPDDL. The liability of payment of TPDDL dues along with compensation by buying utilities to TPDDL shall continue and in such case, the contracted quantum shall be considered as deemed scheduled.

In case, Buying Utilities fails to apply for Open Access in stipulated time as per RLDC's guidelines in force, then compensation shall be levied at the rate mentioned in compensation clause and the contracted quantum shall be considered as deemed scheduled. **Open access once approved cannot be cancelled.**

Compensation clause shall be applicable from the date of issue of Letter of Intent (Lol) i.e. once TPDDL has issued the Lol and Buying utility/Trader does not schedule the contracted power for any reason whatsoever expect Force Majeure, then Compensation shall be payable.

11. Force Majeure:

A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (not otherwise constituting an Indian political Event) that adversely affects, prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent

- (i) Such events and circumstances are not within the reasonable control of the affected party and
- (ii) Such events or circumstances could not have been prevented through employment of prudent Utility Practices.

Apply

Neither party shall be in breach of its obligations pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to Force Majeure Event, and without in any way prejudicing the obligation of either party to make payments of amounts accrued due to prior to the occurrence of the event of Force Majeure, which shall be payable on the original Due Date.

Force Majeure events shall include but limited to:

- a) Act of war, invasions, armed conflict, blockade, revolution, riot, insurrection, or civil commotion, terrorism, sabotage, fire or criminal damage.
- b) Act of God, including fire, lighting, cyclone, typhoon, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event.

c) Any curtailment/suspension/ no availability of transmission capacity imposed by any Intervening RLDC's.

e) Change in law.

f) Regulatory intervention in the matter of power trading as also orders from CERC/SERCs/Appellate Tribunal of Electricity/ High Courts/ Supreme Court particularly related to rates at which power can be sold/ purchased / traded. This will also include regulations/ orders already issued but yet to be conclusively enforced.

Any restriction imposed by RLDC of exporting region or the RLDC of importing region on scheduling of power supply by traders or the purchasing utility due to transmission / grid constraint or restriction imposed by any statutory authority shall be treated as force majeure without any liability on either side.

Please note that outages of generator whether forced or planned , any restriction imposed by SLDC of seller or buyer, any increase or decrease in generation / demand for any reason whatsoever shall not be considered as reason of Force Majeure.

12. Other important dates and information:

- a) It is preferable to send offers according to the quantum and duration mention above.
- b) In case the bidder is Trading Licensee, back to back Lol / Agreement with the buyer shall be attached with the bid. Bids received without Lol / Agreement with the buyer shall not be considered for evaluation.
- c) All the bidders are mandatory required to disclose their share-holding pattern.**
- d) The offers for sale / purchase of power may be sent or emailed to the undersigned:**

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