

## **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/Short/17-18/ET & RA/104 , Dt:30.11.2017.**

**TSPCC, on behalf of TSDISCOMs, intends to purchase Non-RTC power for the period from 16.01.2018 to 15.04.2018 under Short Term basis through National e-Bidding portal (DEEP) (Related links : [www.mstcecommerce.com](http://www.mstcecommerce.com), [www.powermin.nic.in](http://www.powermin.nic.in), [www.pfcclindia.com](http://www.pfcclindia.com)) and the details are also available in [www.tstransco.in](http://www.tstransco.in), [www.tssouthernpower.com](http://www.tssouthernpower.com) & [www.tsnpdcl.in](http://www.tsnpdcl.in) websites.**

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

**SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD/  
Short/17-18/ET & RA /104**

**Request for Proposal (RfP) Notice TSPCC(Comml)/07/17-18, Dated: 30.11.2017**

Telangana State Power Coordination Committee (TSPCC) on behalf of TSDISCOMs (TSSPDCL & TSNPDCL) intends to purchase Non-RTC power for the period from 16.01.2018 to 15.04.2018 on Short Term basis through National e-bidding portal (DEEP portal).

**Proposed Guidelines for Short-Term Power Procurement :**

- These guidelines are applicable for procurement of Power under Short Term basis through competitive bidding.
- TSPCC, authorized representative of the two TSDISCOMs will carryout the bidding process.
- Tenders will be called on through e-bidding portal (DEEP) only.
- The terms and conditions have been prepared based on the guidelines for Short Term procurement of power notified by the Ministry of Power vide resolution dated 30.03.2016 & amendment on 30.12.2016. The link for the e-bidding portal is [www.mstcecommerce.com](http://www.mstcecommerce.com), and is also available on the website of Ministry of Power ([www.powermin.nic.in](http://www.powermin.nic.in)) and PFC Consulting Limited ([www.pfcclindia.com](http://www.pfcclindia.com)).
- Bidders are requested to familiarize the revised guidelines notified by the Ministry of Power on 30.03.2016 & amendment on 30.12.2016 before submitting the offer.

**Time table for Bid Process:**

<b>Sl.No</b>	<b>Event</b>	<b>Date &amp; Time</b>
1.	Publication of Request for Proposal (RfP)/ Activation of Event	30.11.2017 at 20.00 Hrs
2.	Submission of RfP (on-line digitally signed Non-financial Bid and IPOs)	11.12.2017 at 10.30 Hrs
3.	Opening of Non-financial technical Bids	11.12.2017 at 11.00 Hrs
4.	Opening of IPOs	13.12.2017 at 11.00 Hrs
5.	Start of e-RA (e-Reverse Auction)	13.12.2017 at 13.00 Hrs
6.	Close of e-RA (e-Reverse Auction)	13.12.2017 at 15.00 Hrs

Note: No extension of time for submission of bids shall be allowed for any technical issues like non-availability of web site, delay in uploading of document, etc.

**Terms and Conditions as follows:****1. Eligibility:**

- i) All the generators and Trading licensees having valid trading license from Appropriate Commission are qualified to participate in the bidding process.
- ii) The source from which the supply is offered under this tender must have achieved COD and shall be in commercial operation on the date of submission of tender.
- iii) The sources already having PPAs (Long Term/ Medium Term/ Short Term) with TSDISCOMS or any other entity cannot offer the already committed power in this tender.

**2. Requirement:**

Sl. No	Period	Duration	Timings in Hrs	Quantum in MW *	Minimum Bid Quantum in MW **	Delivery Point
1	16.01.2018 to 15.04.2018	Non-RTC	06:00 to 10:00 Hrs	500	10	Telangana State Periphery
		Non-RTC	16:00 to 22:00 Hrs	500	10	

\* **Quantum (in MW) at SR periphery for Inter-State Sources.**

\*\* **Minimum bid quantum from each source shall be 10 MW.**

**3. Submission of offer:**

The Bidders shall submit the tender through e-Bidding portal (DEEP) only, before the time & date indicated in this tender document.

**4. e-Bidding Fee:**

- (i) All the bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW per requisition for the total capacity sought in the Tender for that particular requisition for which the bidder is willing to bid, to PFC Consulting Ltd (PFCCL). The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non Selected Bidder(s) will be refunded by PFCCL within seven (7) working days of completion of the event without any interest.
- (ii) All the users of the e-Bidding portal shall require valid digital signatures to have access to the portal.

- (iii) An event involves one or more bids depending upon single or multiple requisition of power on round the clock (RTC) basis or for different time slots during both e-Tender and e-Reverse auction process. Each event of the auction would require independent digital signature of the Bidder.

**5. Delivery point:**

- (i) The delivery point is **Telangana State Periphery** for all the bidders.
- (ii) For Inter-State Generators, the point at which the CTU network is connected to Telangana STU will be taken as Delivery point.
- (iii) For Intra-State Generators, interconnection point of seller with Telangana periphery will be taken as Delivery point.

**6. Earnest Money Deposit(EMD)/Bank Guarantee(BG):-**

- a) The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ **Rs. 30,000 per MW per month** on Round The Clock (30 days, 24 hours) basis and the same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of Bank Guarantee/e-Bank Guarantee issued by any Nationalised/Scheduled Bank in favour of **“The FA&CCA/TSPCC/ Vidyut Soudha / Hyderabad”** or Electronically Transfer through payment gateway provided by MSTC Ltd in the portal. The validity of Bank Guarantee must be on par with bid validity and additional one month claim period.
- b) The scanned copy of the Bank Guarantee to be submitted towards EMD should be uploaded along with the Bid, otherwise the tenders will not be considered. The original Bank Guarantee should be received by this office before opening of the Tenders.
- c) The EMD shall be forfeited:
- If Bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
  - For non-submission of Contract Performance Guarantee by Successful Bidder(s).
- d) The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.
- e) The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee(CPG).

**7. Contract Performance Guarantee(CPG):**

- a) The Successful Bidder(s) may be required to furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at **Rs. 50,000** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis.
- b) The CPG shall be in the form of BG issued by any Nationalized/ Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- 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-performing the contractual obligations. The CPG shall be released within 30 days after completion of Contract Period.

**8. Tariff Structure:**

- a) The Bidder(s) have flexibility to bid for a part of the tendered quantity, subject to the given minimum quantity. Bid capacity offered by the Bidder shall have to be constant for the entire contract period.
- b) The Bidder shall quote the single tariff at the Delivery Point upto three (3)decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable all Open Access Charges and all taxes, duties, cess, etc., imposed by Central Govt/State Govt/Local bodies. Tariffs shall be designated in Indian Rupees only.
- c) The tariff shall be constant and there shall be no escalation during the contract period.
- d) Rates quoted (inclusive of all OA charges as mentioned at Para-12) at delivery point will only be considered for evaluation.
- e) No request citing price increase in fuel, Transmission charges, tax and duties, etc will be entertained. The bidders are advised to take into consideration of all the charges before quoting.

## 9. Billing Cycle:

### a) For Inter-State Generators

Weekly bills may be raised provisionally by sellers for the energy delivered at Telangana State (TS) Periphery based on RLDC schedules, duly considering PoC Withdrawal Losses. For the purpose of raising of weekly bills, the month shall be divided into four parts i.e., from 00:00 hrs of 1<sup>st</sup> of the month to 24:00 hrs of 8<sup>th</sup>, from 00:00 hrs of 9<sup>th</sup> to 24:00 hrs of 15<sup>th</sup>, from 00:00 hrs of 16<sup>th</sup> to 24:00 hrs of 23<sup>rd</sup>, from 00:00 hrs of 24<sup>th</sup> to 24:00 hrs of last day of the month.

The 4<sup>th</sup> weekly bill is final and may be raised for the energy delivered at Telangana State (TS) Periphery based on Regional Energy Account (REA) issued by SRPC, duly considering PoC Withdrawal Losses during the month, after adjustment of the energy billed provisionally for the month. Bill should be raised along with corridor approvals issued by SRLDC.

### b) For Intra-State Generators (connected with TS STU)

Weekly bills may be raised on par with Inter-State generators. The Billing Cycle on par with wheeling / HT billing period or end of the month. The 4<sup>th</sup> weekly bill is final and should be raised along with original JMR and bill will be settled as per MRI energy (15 min time block integration) certificate issued by EBC wing (or) JMR readings (or) as per contracted quantum whichever is less. The energy supplied to TSDISCOMs will be settled on 15 minutes time block integration.

## 10. Payment:

- i) The due date for payment would be **9<sup>th</sup> 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.
- ii) For Intra-State generators, the due date for payment would be **10<sup>th</sup> day** after the date of receipt of fax / email bill subject to receipt of original invoice within due date. The fourth bill is final bill and should be submitted along with original JMR otherwise, the submission date of original JMR will be treated as the date of submission of bill.

**11. Billing Procedure:**

Bills are to be raised in favor of FA & CCA/TSPCC/Vidyutsoudha/ Hyderabad, Fax No. 040-23395370 and email id: [dyccatgpcc@gmail.com](mailto:dyccatgpcc@gmail.com) duly mentioning the Purchase Order No. on invoice.

**12. Open Access Charges:****i) Inter-State Generators:**

- a) All Open Access Charges such as PoC Charges & Losses (Injection and Withdrawal), Transmission charges & Losses (Injecting STU), SLDC/RLDC Operating Charges, application fee or any other charges covered under Open Access Regulations notified by CERC **up to Delivery Point (Telangana Periphery)** shall be borne by Seller/bidder for the contract period. The Intra-State Open Access Charges **beyond Delivery point** (TS Transmission Charges, TS SLDC Charges etc) are internalized between TSDISCOMs and TSTransco.
- b) The party seeking revision in schedule would bear the open access charges retained by SRLDC for the entire path.
- c) The Inter-State 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.

**ii) Intra-State Generators:**

The Intra-State Open Access Charges beyond Delivery point (TS Transmission Charges, TS SLDC Charges etc.) are internalized between TSDISCOMs and TSTransco.

**13. Compensation Clause:**

- It is obligatory on the part of the Seller to apply for corridor each and every month of the contract period as per NoC/Clearance issued by TSSLDC and also as per "Procedure for Scheduling of Bilateral Transactions" notified by CERC.
- Both the parties would ensure that actual scheduling does not deviate by more than 30% of the Contracted power as per the approved open access on monthly basis.

- In case deviation from Procurer side is more than 30% of contracted energy for which open access has been allocated on monthly basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 30%.
- In case deviation from Seller side is more than 30% of contracted energy for which open access has been allocated on monthly basis, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 30%.
- The Compensation will be computed cumulatively every month for the deviation beyond 30% of Contracted power.
- The compensation payable by bidder will be deducted from the energy bills. In case bidder could not get open access for transmission of power due to transmission constraints, such penalty will not be levied for quantum for which Open Access not granted, subject to documentary evidence.
- No revision of approved corridor will be permitted. In case of revision of corridor is essential, the trader/generator has to take prior approval from TSSLDC.
- The indicated percentage limitation of quantum is only to meet any technical problems due to poor PLF or due to shortage of fuel or due to some forced outage in the transmission line and not for utilizing the balance quantum for sale with 3rd party. If it is found that any of the generators indulge in such practices, such quantum of energy sold will be liable for compensation @**Rs.10.00 per unit**. However this will not be applicable when TSPCC/TSDISCOMs direct the generators to reduce the scheduling and such quantum reduced can be sold after getting the concurrence of TSPCC/TSDISCOMs. Open Access approval of TSSLDC will be given for such quantum only upon production of consent letter from TSPCC/TSDISCOMs.

#### **14. Rebate For Prompt Payment:**

A rebate of 2% (two percent) on invoice (including trading margin) amount is to be allowed, if the payments are made within stipulated period.

#### **15. Surcharge for Late Payment:**

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.



**16. Force Majeure:**

Force Majeure Events shall mean the occurrence of any of the following events:-

- a. Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission / Grid constraint shall be treated as Force majeure without any liability on either side.
- b. Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptional adverse weather conditions lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- c. 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.
- d. The Procurer would return the CPG in case of non availability of transmission corridor during the contract period.

**17. Alternate Supply:**

If the power is being 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.

**18. Law Of Jurisdiction:**

The Law of Jurisdiction for any disputes arising in discharge of Purchase Order shall be adjudicated by Hon'ble TSERC only.

**19. Arbitration:**

Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the TSERC.

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

**20. Validity Period:**

Validity period of offer of Bidder shall be till the time of signing of Power Purchase Agreement (PPA) or placing of Purchase Order (PO).

**21. Special Conditions:**

- a. The Energy supplied against this Purchase Order is not eligible for REC Certificates. TSDISCOMs shall claim RPPO for this energy.
- b. Revision of schedules by SLDC should be firm and intimated well in advance so as to allow the bidder to sell the same to the third party.
- c. Once TSSLDC issued backing down instructions, the excess energy pumped into the grid during that period (block-wise) will not be admitted for payment.
- d. If more than one PO is placed on the same source either through the same trader or different trader, TSDISCOMs reserves the right to prioritize POs based on least rate criteria and the seller is bound by that interpretation. The lowest rate of PO is to be considered under 1st priority for 100% energy settlement.
- e. For the generating sources located in NEW Grid (outside SR), in the event of grant of Non-RTC/Non-uniform/Truncated corridor approval, the procurer reserves the right to surrender the said approved power without any liability on payment of Compensation to seller.

**22. Bid Submission & Evaluation:**

- a. To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and Procurer still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of TSERC.
- b. The process of e-Bidding shall be conducted online, in accordance with the provisions laid in Mop Guidelines dated 30.03.2016. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. An event may have multiple requisitions (i.e. independent requirements of power at different time or places). To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bids will have to be signed by the Digital Signature of the Bidder.

- c. The Bidder shall use one Digital Signature to submit bid through one login and for each login the Bidder may submit only one price bid from one source. However, against each requisition the bidder have the option to bid multiple bids from separate logins either from same or different sources.
- d. The process of bidding shall be conducted electronically. An event involves both e-Tender and e-Reverse auction process. Each event of the auction would require independent Digital Signature of the Bidder. An event may have requirement of power at different time and period.
- e. Bidders shall be required to submit separate non financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through eBidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP. The Procurer or its AR can seek clarifications/documents required in connection with technical bid. After acceptance of the non financial technical Bids, the Financial Bids shall be opened as per the procedures specified in the Bid document.
- f. The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.
- g. In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.
- h. The elimination of the Bidders shall be done by the following method:
  - i) After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder(H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.
  - ii) The Elimination process will be done for each of the requisition separately. One event may have more than one requisition as explained.

- i. The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paise or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.

Provided that during the last 10(ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10(ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid”.

- j. The Bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e-Reverse Auction process.
- k. The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s). The Procurer shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
- l. The Procurers shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Procurer rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case the Procurer fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- m. In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- n. In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.

- o. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Procurer to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Procurer 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.
- p. After acknowledgement of the LOA by the Selected Bidder(s), the Procurer shall cause the Selected Bidder(s) to execute the PPA/PO within the prescribed period in the Bid document i.e. within 15 days from the close of the e-Reverse Auction. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA/PO. The Procurer would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA/PO. In case the Procurer fails to sign the PPA/PO 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.
- q. The Procurer, in its own discretion, has the right to reject all bids if the Quoted Tariffs are not aligned to the prevailing market prices.

### **23. Other Conditions:**

- a. Bidders shall confirm acceptance of all the terms and conditions of the Tender and any deviation are not accepted. Conditional offer will be liable for rejection.
- b. Copy of valid license from the CERC shall be furnished along with the tender by the power traders.
- c. Tenders will be evaluated based on the rate at Telangana State periphery.
- d. In case trader bids , Bidders shall indicate the source and name of the generator in the tender along with undertaking from the generator that he is with this trader and not quoted with any other trader.
- e. If the trader/seller quotes from Intra-State generators, the generator should be vendor registered with TSDISCOMs upto the end of contract period. The source and name of generator must be mentioned.
- f. Bids received without enclosing the required EMD for the quantum quoted will summarily be rejected.
- g. TSPCC reserves the right to revise the quantum, period for the entire supply as per its own requirement without assigning reasons thereof.

- h. TSPCC reserves the right to cancel the tenders at any stage without assigning any reasons and there will not be any liability what so ever may be on TSPCC.
- i. Only tenders uploaded through DEEP portal will be considered for evaluation.
- j. TSPCC/TSDISCOMs are under no obligation whatsoever may be with regard to digital keys and also for up-loading the tender.
- k. The traders are advised to test the uploading of their offers well in advance before the final tender is quoted.

**24. Documents to be Enclosed along with Bids in the DEEP Portal:**

- Scanned copy of License issued by CERC in case of Trader.
- In case trader bids, scanned copy of undertaking from the Generator stating that the Generator is with this trader only and not quoted with any other trader.
- Scanned copy of Bank guarantee towards EMD.
- Scanned copy of Vendor Registration of the Intra-State Generator with TS DISCOMs upto the end of contract period.
- Bidders shall upload Annexures-I for Non-financial bid.
- Scanned copy of signature authorization along with Annexure-II.

**25. DISCLAIMER**

This RfP shall not be construed as an offer and TSPCC is not bound to purchase energy from any bidder pursuant to this RfP. TSPCC reserves the right to modify or withdraw the process initiated at any time without assigning any reasons thereof. TSPCC reserves the right to reject any or all bids, or any portion of specific bid for any reason. TSPCC assumes no obligation to provide reasons for rejection of a bidder's bid in full or part.

**26. The Address for correspondence:**

Chief Engineer (Commercial)/TSPCC  
Room No.455, 'A' Block  
Vidyuth Soudha, Khairathabad  
Hyderabad - 500082  
E-mail Id : cetspcc1234@gmail.com

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

**ANNEXURE-I****Purchase of Non-RTC Power by TSDISCOMS for the period from  
16.01.2018 to 15.04.2018**

<b>Sl.No</b>	<b>Period of Supply</b>	<b>Timings in Hrs</b>	<b>Quantum of Power offered in MW</b>
1	16.01.2018 to 15.04.2018	06:00 to 10:00 Hrs	
		16:00 to 22:00 Hrs	
2	Name of the Source		
3	Name of State in which Source located		
4	Type of fuel		
5	Whether connected to STU or CTU		
6	Whether license issued by CERC is enclosed by trader.		
7	Whether undertaking by generator is enclosed, if trader Bids.		
8	Whether Copy of Vendor Registration Enclosed (For Intra-State Generators)		
9	Whether signed copy of acceptance of Term & Conditions of RfP is enclosed.		

AUTHORISED SIGNATORY  
With address

**ANNEXURE – II****CONTACT DETAILS of BIDDERS****(For the purpose of co-ordination for this tender)**

<b>Sl.No</b>	<b>Particulars</b>	<b>Information</b>
1	Company Name	
2	Correspondence Address	
3	Office Telephone No.	
4	Office Fax No.	
5	Office E-mail ID	
6	Contact Person Details	
6.a	Name	
6.b	Mobile No.	
6.c	E-mail ID	
7	Alternate Contact Person Details	
7.a	Name	
7.b	Mobile No.	
7.c	E-mail ID	

AUTHORISED SIGNATORY  
With address



**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE  
FOR 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 supply of power during the period \_\_\_\_\_ to \_\_\_\_\_ on short term basis, I response to the RfP Notice issued by Telangana State Power Co-ordination Committee (TSPCC) as an authorized representative of TSDISCOMs vide RfP Notice No. SOUTHERN POWER DISTRIBUTION COMPANY OF TELANGANA LTD/ Short/17-18/ET & RA /104 (TSPCC(Comml)/07/17-18 Dated 30.11.2017) 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 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 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 \_\_\_\_\_. 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 \_\_\_\_\_