

GRIDCO LIMITED
Janpath, Unit-IX, Bhubaneswar-751022

BID DOCUMENT FOR
BANKING OF POWER BY GRIDCO LTD. THROUGH
LIMITED TENDER

TENDER NO: GRIDCO/Tender/Banking-2018-19/01

Phone No. 0674-2545308

Fax No. 0674-2547180

E-mail: sgm.pp@gridco.co.in

Web: www.gridco.co.in



GRIDCO/Tender/Banking-2018-19/01 Date:

1. Introduction and Background:

M/s. GRIDCO LIMITED is a limited company incorporated under the companies Act 1956 and engaged in the business of bulk supply of electricity as a deemed Intra-state Trading Licensee within its licensed area in the State of Odisha. GRIDCO Ltd. wishes to invite offers from the licensed power traders for banking of power on short term basis during the period 1st April 2018 to 31st January 2019 as per the details given below:-

2. Import by GRIDCO Ltd.

Quantum (MW)	Time Slot	Period	Delivery Point
300	On firm and RTC basis	1 st April 2018 to 31 st May 2018	Regional Periphery of Exporting Utility
200	On firm and RTC basis	1 st June 2018 to 30 th June 2018	
150	On firm and RTC basis	1 st July 2018 to 31 st July 2018	

N.B

- Minimum bid quantum shall be for 50 MW & for a minimum continuous period of 30 days.
- No bid would be accepted for specific days/hours

3. Return of Power by GRIDCO Ltd.:

The above banked power shall be returned back to the traders during the period and duration as mentioned in the table below.

Period	Time Slot	Return %	Delivery Point
1 st Aug' 2018 to 31 st Jan'2019	Total Returnable energy shall be returned on firm & RTC basis, equally spread over, during any 3 (three) or more months of the period, mentioned at column 1, suitable to the availing utility.		Regional Periphery of Exporting Utility

N.B.

Traders are requested to clearly indicate the premium (Conversion Ratio) in percentage, offered by them on the quantum of banked power returnable by GRIDCO Ltd. However, Selection/Rejection of such bids shall be at sole discretion of GRIDCO Ltd.

4. Submission of Bid:

The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in the English Language. The Bidders shall submit their bids in two parts: Part-I and Part-II. Both the parts shall consist of:

- "Part-I"- Photocopy of the Trading License and the Demand Draft towards Earnest Money Deposit (EMD) as per **clause-11**.
- "Part-II"- "Offer for Banking of power" in the prescribed format to be duly filled in by the Bidder which is attached as **Annexure-I** of the Tender Document. The back to back LOI/Agreement with the importing utility must be furnished.

Both Part-I and Part-II shall be sealed in separate envelope and marked as "Part-I" and "Part-II" respectively. Both the envelopes shall be put together in one sealed envelope marked "GRIDCO LIMITED Power Swap Arrangement" and shall be sent to:

Chief General Manager

Power Procurement, GRIDCO Ltd.,

Janapath, Bhubaneswar-751022

Fax No.0674-2547180, Tel (O) – 0674-2545308

5. Contract Documents:

GRIDCO Ltd. shall intimate the award of power swap (banking) arrangement to the successful Bidder(s) through Letter(s) of Award (LoA) to be dispatched by e-mail/Fax/Regd. Post/Speed Post within five (05) days of the opening of the Bids. Successful Bidder shall convey his acceptance of Letter of Award within two (2) days of issue of Letter of Award. Acceptance of Letter of Award shall be construed as a binding document to be treated as a part of contract. The successful Bidder shall enter into a power swap agreement within Ten (10) days from the date of receipt of LoA by e-mail. A draft copy of the Power Swap Agreement is attached as **Annexure-II**.

6. Compliance to the terms and conditions:

The Bidders are advised to ensure that the Bid is fully compliant with the requirements specified, terms & conditions contained in the Bid Document. **No deviation from these conditions is permissible and GRIDCO Ltd. shall reserve its right to reject/cancel any such Bid with any deviation.**

7. GRIDCO Ltd.'s right to accept/reject the bid:

GRIDCO Ltd. 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 GRIDCO Ltd. also reserves the right to alter the quantities of power/split the quantities of power as fully described in **clause-2**, amongst more than one selected Bidder for the same month. The decision of GRIDCO shall be final and binding on

the Bidders in this respect and no further correspondence shall be entertained by GRIDCO Ltd. in this regard.

8. Modification of the Bid Documents:

GRIDCO Ltd. reserves the right to modify terms and conditions of the Bid Documents prior to the submission of the Bid by the Bidder by issuing corrigendum(s) and such corrigendum(s) shall form part of the Bid documents.

9. Bid Validity Period:

The offer shall remain valid for a period of 30 days from the date of opening of the Bid ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity.

10. Submission of the Bid:

The Bid may be submitted to GRIDCO on or before 17.11.2017 by 12:00 Hours and the same will be opened on 17.11.2017 at 15:30 Hours. The offer received after 12:00 hours shall not be accepted. The Part-I will be opened first and no deviation in Part-I shall be allowed. The Part-II of only those tenders who satisfy the criteria laid in Part-I and qualify shall be opened immediately thereafter on the same day. The Representatives of the participating parties may be present at the time of opening of the bid, if they desire so.

11. Earnest Money Deposit:


The bidders are required to submit a Demand Draft of Rs. **5,00,000/-** (Rupees Five Lakh) only drawn in favour of GRIDCO LIMITED, payable at Bhubaneswar in the Part-I of the Bid submission. The EMD of the unsuccessful Bidder(s) shall be returned within seven (7) days from the expiry of the Bid validity period. The EMD of the successful Bidder(s) shall be returned within seven (7) days after successful completion of the contract period. The EMD shall be returned without any interest.

12. Earnest Money Deposit Forfeiture

EMD shall be forfeited if the successful bidder(s) fails to convey his acceptance of Letter of Award and sign the Power Swap Agreement within stipulated time as mentioned at **clause-5** above.

13. Governing Law:

All matters arising out of or in conjunction with the Bid Documents and/or the bidding process shall be governed by and construed in accordance with Indian Law and the courts of Bhubaneswar, Odisha shall have exclusive jurisdiction.


26/10/17
Chief General Manager (Elect.)
GRIDCO Ltd., Bhubaneswar

(To be submitted on the official letter head of the Bidder)

Annexure I

OFFER FOR SWAPING OF POWER

Import by GRIDCO Ltd.

Quantum (MW)	Time Slot	Period	Delivery Point
300	On firm and RTC basis	1 st April 2018 to 31 st May 2018	Regional Periphery of Exporting Utility
200	On firm and RTC basis	1 st June 2018 to 30 th June 2018	
150	On firm and RTC basis	1 st July 2018 to 31 st July 2018	

Remarks:

1. Minimum bid quantum shall be for 50 MW & for a minimum continuous period of 30 days.
2. No bid would be accepted for specific days/hours.

Return By GRIDCO Ltd.

Return of power by GRIDCO Ltd. to(Trader Name).....

Period	Time Slot	Return %	Delivery Point
1st Aug' 2018 to 31st Jan'2019	Total Returnable energy shall be returned on firm & RTC basis, equally spread over, during any 3 (three) or more months of the period, mentioned in column 1, suitable to the availing utility.		Regional Periphery of Exporting Utility

Note:

1. The Trader quoting the lowest percentage of return of power to GRIDCO Ltd. shall be considered as the successful Bidder.
2. In case more than one Trader quote the same Return Premium Percentage (%), then Trader with lower Trading Margin shall be preferred.
3. In case more than one Bidder quote same Return Percentage (%) and Trading Margin then it shall be at the discretion of GRIDCO to choose the successful bidder(s)

Signature : (Authorized Signatory)
Name : _____
Designation : _____
Telephone No : _____
Fax No : _____
E-mail ID : _____

POWER SWAP AGREEMENT

Between
GRIDCO Limited
 And
Trader Name

This **POWER SWAP AGREEMENT** made on ____ day of ____ 2017 at Bhubaneswar by and between:

GRIDCO Limited, a company incorporated under the Companies Act, 1956 and having its registered office at **Janpath, Bhubaneswar, Odisha-751022** (herein after referred to as "GRIDCO" which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns) as **First Part**.

AND

Name of the Trader, a limited company incorporated under the Companies Act 1956, having its registered office at ----- (hereinafter referred to as "-----", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) of the **Second Part**.

WHEREAS

- i) Trader is an inter-State trading licensee, who has been granted Category ----electricity trading license number ----- located at -----.
- ii) GRIDCO offered a power swap proposal to _____ vide offer specification No.----- dated -----.
- iii) GRIDCO communicated its LoA to (Name of Trader) for power swap arrangement vide no. -----dated-----.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows.

1. **Quantum and period for Supply and Return of energy:**

IMPORT BY GRIDCO Ltd.

Quantum (MW)	Nature	Period	Delivery Point

Return of power by GRIDCO to(Name of the Trader).....

Period	Duration	Quantum	Delivery Point

2. The Delivery Point (for supply of power and return of power) shall be at regional periphery of injecting utility i.e. ----- Trader Name ----- during supply time & GRIDCO during the return time) including injection Point of Connection (POC) losses of injecting utility. The corridor for the same will be booked in advance/FCFS(First Come First Serve)/Day Ahead along with alternative corridor as per CERC/ PGCIL guidelines by _____(the Trader). ----- (Trader) shall not seek separate concurrence of GRIDCO for alternative corridor.
3. Banking of any additional power by GRIDCO/-----(Trader name) during the tenure of the banking arrangement will also be on same terms and conditions of this agreement, as per mutual agreement.
4. The **injecting utility** (i.e. -----Trader name----- during supply period and GRIDCO during return period) shall bear all applicable losses up to the delivery point i.e. state transmission losses & CTU injection POC losses of **injecting utility**. Similarly all short term Open Access charges involved up to the Delivery Point such as state transmission Charges and CTU injection POC charges of injecting utility, scheduling & operating charges of state and region of injecting utility and application charges of state, region of injecting utility, SLDC consent charges and any other charges imposed by SERC/CERC/RLDC/SLDC as amended from time to time shall be to the account of injecting utility.

The **drawee utility** (i.e. GRIDCO during supply period and ---Trader Name----- during return period) shall bear all applicable transmission losses beyond the delivery point i.e. CTU withdrawal POC transmission losses including intervening region if any and state transmission charges & losses of drawee utility. Similarly all short term Open Access charges involved beyond the delivery point, such as CTU withdrawal POC transmission charges, scheduling & operating charges of intervening region (if any) and the region of drawee utility and state operating charges and application fees of drawee utility/SLDC or any other charges imposed/declared by CERC/SERC/RLDC/SLDC as amended from time to time shall be to the account of drawee utility.



5. A trading margin of -----paise/Kwh shall be applicable & payable by GRIDCO during availing of power. -----Trader will raise weekly trading margin bill payable within 7 days (due date) of receipt of bill through fax/email at **gridco.trading.cell@gmail.com** excluding the day of receipt of the bill. The first three weekly bills shall be raised based on the provisional energy data downloaded from RLDC website for the energy at the delivery point. Last weekly bill will be raised on the basis of regional monthly energy account issued by RPC indicating energy supplied by Trader to GRIDCO at the delivery point, after adjustment of trading margin already billed.
6. ----- Trader----- shall raise open access bill after receiving approval from Nodal RLDC, which shall be payable by GRIDCO irrespective of actual utilization of corridor, as per clause-4 of this agreement, within seven (7) days(Due date) of receipt of bill through fax email at **gridco.trading.cell@gmail.com** excluding the day of receipt of bill.
7. No rebate shall be applicable on the Open Access bills and Trading Margin bills. A rebate of 2% shall be applicable on adjustment bill of energy, if the payment is made within the Due Date.
8. A surcharge of 15% (Fifteen Percent) per annum shall be applied on all payments outstanding after the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay.
9. **Energy Accounting:**
- i) For the power availed by GRIDCO from the Trader during any month, Trader shall issue a certified energy statement to GRIDCO Ltd. based on the REA issued by nodal RPC.
 - ii) Also, for the return of banked power by GRIDCO Ltd. during any month, the Trader 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 shall prepare final energy account for GRIDCO Ltd. showing the supply and return of power in energy terms (MU's) and prepares a settlement bill based on the final energy accounting.
 - iv) Energy Accounting will be carried out by Trader on the basis of implemented schedule (final revision) of respective RLDC when GRIDCO Ltd. is exporting & ERLDC when GRIDCO Ltd. 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 on the basis of REA issued by the respective RPC.

10. Settlement during Return Period :

Since it is a banking arrangement, all effort will be made by both the parties to settle through the transfer of energy only. In case of transmission corridor constraints during the return period when the application is submitted to RLDC on advance basis then the application shall be submitted on day-ahead/FCFS basis or as mutually agreed.



The contracted quantum shall be at the delivery point and accordingly all settlement shall be at delivery point.

FOR RETURNING OF POWER:

- a) In case of quantum of power returned by GRIDCO is less than the return power entitlement of Trader, GRIDCO Ltd. shall pay for the entire shortfall energy at the rate of Rs.3.00/KWh.
- b) In case GRIDCO Ltd. supplies but ----Trader Name---doesn't take power then GRIDCO Ltd. will pay to ---Trader Name--- for such energy at the rate of Rs 2.50/KWh.
- c) -----Trader----- will facilitate such settlement process on back to back basis between the respective utilities.
- d) **Corridor Surrender/Revision:**

During period of supply of power by ----Trader Name---- to GRIDCO Ltd., GRIDCO Ltd. reserves the right to reduce the quantum of supply. Once open access is approved, any schedule revision shall be allowed only after consent from GRIDCO Ltd. 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. This may be noted that any curtailment/down ward 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 GRIDCO Ltd./Trader as the case may be, from the implementation date of the surrender. In case of unequal schedule revision in different time blocks, the energy as per the originally approved open access shall be considered as deemed scheduled for the entire period of schedule revision.

- e) The banking and returning of electrical Energy by GRIDCO Ltd. to ----Trader Name----is subject to transmission corridor constraints. Scheduling and dispatch of the power shall be coordinated by Trader with the respective nodal RLDC/SLDC as per relevant provisions of IEGC and the decisions of RLDC's & RPC's. GRIDCO/Successful bidder shall ensure scheduling of this power in full in advance, FCFS/Day ahead basis except in case of transmission corridor constraints. Trader shall apply for the quantum in the open access application to be injected to match the quantum to be returned at delivery point and all the applicable open access charges (transmission, operating, Point of connection charges and any other charges) on applied quantum & transmission losses shall be borne by GRIDCO Ltd. & Trader as per **Clause-4 of this agreement**. Scheduling of power shall be uniform throughout the block period mentioned in the **Annexure-A**, subject to open access approval received from nodal RLDC.



- f) The final settlement of Energy under this power swap arrangement shall be based on the Energy supplied by ---Trader name---(during supply period) and GRIDCO Ltd. (during return period) at delivery point as per the Regional Energy Account (REA) of respective RPCs.

11. Taxes & Duties:

Any taxes and duties levied subsequently by Regulatory Authorities, Regional Load Dispatch Centres, State Load Dispatch Centres, Central/State Govt. on Open access and other related charges or any levy of tax with retrospective effect on account of change in Regulations would be recovered from Trader when the tax obligation will arise.

12. Effective date:

This power swapping agreement between GRIDCO Ltd. and Trader shall be effective from date of -----(commencement of power supply).

13. 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 Bhubaneswar.
- 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.

14. Arbitration:

Subject to the statutory provisions for arbitration under the Electricity Act 2003, all other differences or disputes between the parties arising out of or in connection with the banking arrangement shall be settled through arbitration subject to the provision of the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be either at Bhubaneswar.

15. Court Jurisdiction:

All differences or dispute between the parties arising out of or in connection with this banking arrangement, which fall beyond the appropriate commission under Electricity Act, 2003, shall be governed by Law of India and subject to jurisdiction of Courts situated in Bhubaneswar only to the exclusion of all other courts.

16. Force Majeure

The parties shall ensure due compliance with terms of LOI. However, no party shall be liable for any claims for any loss or damage whatsoever arising out of failure to carry out the terms of the LOI to the extent that such a failure is due to rebellion, mutiny, civil, commotion, riot, strike, lock out, natural calamity, Act of God and technical constraints / transmission constraints imposed by RLDC/RPC beyond the control of the parties. But any party claiming the benefit of this clause shall fully satisfy the other party within 24 hrs of such event and the Supply/drawl of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist.

17. 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.

18. Set off Clause:

Notwithstanding anything contained in this Agreement, Parties hereby expressly agree and covenant with each other that either Party claiming any amount from the other Party shall not set-off that particular amount from any other transaction between the parties other than the one provided in this Agreement.

19. Address for Correspondence

All Notices for correspondence, billing, scheduling, etc be delivered personally, by registered or certified mail or facsimile to the following addresses:

For GRIDCO Ltd.:

1. For Scheduling / Load Dispatch:

Chief Load Despatcher, SLDC,
Mancheswar Railway Colony,
Bhubaneswar-751017
Phone: 0674-2748807/2748827
Fax: 0674-2748509/2748218

2. For Commercial / Billing /Payments:

Chief General Manager (PP)
Power Procurement Branch, GRIDCO Ltd.
Regd. Office:
Janpath, Bhubaneswar-751022
Phone: 0674-2545308
Fax: 0674-2547180

e-mail: gridco.trading.cell@gmail.com/ sgm.pp@gridco.co.in

For M/s.(Name of the Trader).....

1. For Scheduling / Load Dispatch

Address :

Phone No. :

Facsimile No. :

e-mail :

2. For Commercial / Billing /Payments:

Address :

Attention :

Phone No. :

e-mail :

IN WITNESS whereof the duly authorized Representative of the Parties have signed on the day and year first hereinabove written.

For and on behalf of Trader

For and on behalf of **GRIDCO Limited**

Name and designation with seal

Name and designation with seal

Witness

Witness



Annexure-A

IMPORT Period

Import of Power by GRIDCO from Trader----
Import Period: 01.04.2018 to 31.07.2018

Quantum (MW)	Nature	Period	Delivery Point

Return Period

Return of Power by GRIDCO to ---Trader---

Period	Time Slot	Return %	Delivery Point
1 st Aug' 2018 to 31 st Jan'2019	Total Returnable energy shall be returned on firm & RTC basis, equally spread over, during any 3 (three) or more months of the period mentioned suitable to the availing utility.		Regional Periphery of Exporting Utility

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