



**Southern Power**  
Distribution Company of A.P. Ltd  
దక్షిణ ప్రాంత విద్యుత్ పంపిణీ సంస్థ



**Eastern Power**  
Distribution Company of A.P. Ltd  
ఆంధ్ర ప్రదేశ్ తూర్పు ప్రాంత విద్యుత్ పంపిణీ సంస్థ

**ANDHRA PRADESH POWER CO-ORDINATION COMMITTEE  
(APPCC)  
(On Behalf of APDISCOM's)**

**Invites bids for**

**ENERGY BANKING ARRANGEMENT (swapping) OF  
UP TO 500 MW RTC/SLOT WISE POWER ON FIRM  
BASIS FOR THE BANKING PERIOD from **01.01.2024**  
to **30.09.2024****

**As per CERC Open Access Regulations, 2008 (dated 25.01.2008) &  
subsequent (Amendment) Regulations, 2009 (dated 20.5.2009)**

**TENDER NO: APPCC / Banking/ 23-24 / ET / 01 , Dt:  
24.08.2023**

**Issued by**

**The Chief General Manager,**  
Power Purchases, APPCC  
1<sup>st</sup> floor, APPCC building,  
Vidyuth Soudha, Gunadala  
Vijayawada-520004

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**Ph.No:** 9949582317, 9490117651

## **1. Introduction and background:-**

APCPDCL (Lead procurer on behalf of APDISCOMs - APCPDCL, APSPDCL & APEPDCL) C/o Andhra Pradesh Power Co-ordination Committee (APPCC), 1<sup>st</sup> Floor, APPCC Building, Vidyut Soudha, Near Eluru Road, Gunadala, Vijayawada - 520004, on behalf of Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) and Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL) and Central Power Distribution Company of Andhra Pradesh Limited (APCPDCL) ,is inviting bids for Power Banking/ Swapping arrangement for the period as per arrangements tabulated below:

### **A. Supply of power to APPCC/APDISCOM's by utility/trader:-**

The following arrangements are herewith provided :-

<b>Arrangement-1 (#)</b>				
<b>Supply of power by utilities to APPCC/APDISCOM's</b>				
<b>S.No</b>	<b>Period</b>	<b>Duration (Hrs.)</b>	<b>Quantum (MW)*</b>	<b>Delivery Point</b>
1	01.01.2024 to 31.01.2024	00:00 to 24:00 Hrs (RTC)	Upto 500 MW	Regional periphery of exporting utility
2	01.02.2024 to 29.02.2024	00:00 to 24:00 Hrs (RTC)	Upto 500 MW	
3	01.03.2024 to 31.03.2024	00:00 to 24:00 Hrs (RTC)	Upto 500 MW	
4	01.04.2024 to 30.04.2024	00:00 to 24:00 Hrs (RTC)	Upto 500 MW	
4	01.05.2024 to 31.05.2024	00:00 to 24:00 Hrs (RTC)	Upto 500 MW	

<b>Arrangement-2 (#)</b>				
<b>Supply of power by utilities to APPCC/APDISCOM's</b>				
<b>S.No</b>	<b>Period</b>	<b>Duration (Hrs.)</b>	<b>Quantum (MW)*</b>	<b>Delivery Point</b>
1	01.01.2024 to 31.01.2024	19:00 to 24:00 Hrs and 00:00 to 08:00 Hrs	Upto 500 MW	Regional periphery of exporting utility
2	01.02.2024 to 29.02.2024	19:00 to 24:00 Hrs and 00:00 to 08:00 Hrs	Upto 500 MW	

3	01.03.2024 to 31.03.2024	19:00 to 24:00 Hrs and 00:00 to 08:00 Hrs	Upto 500 MW
4	01.04.2024 to 30.04.2024	19:00 to 24:00 Hrs and 00:00 to 08:00 Hrs	Upto 500 MW
4	01.05.2024 to 31.05.2024	19:00 to 24:00 Hrs and 00:00 to 08:00 Hrs	Upto 500 MW

**Note \*- APDISCOMs/APPCC may decide for import under any or both of the requisitions (RTC/SLOT Wise) based on the competitiveness/feasibility) of the bids received.**

**#IN ABOVE OF BOTH ARRANGEMENTS, if trader/generator/utility is agreeable to supply power to APPCC/APDISCOM's from 01.11.2023 to 31.12.2023 also, they have to compulsorily bid for supply of power from 01.03.2024 to 30.04.2024. Such bidded quantities will also considered for evaluation.**

**Remarks:**

1. Minimum bid quantum shall be 50 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 NR/WR/ER/NER shall be considered based on the corridor availability.
4. Bidder can also apply even if they are able to bank for part period for example, for the month of January 2024, period from 01.01.2024 to 15.01.2024 will also be considered for evaluation.

**B. Return of power to utilities by APPCC/APDISCOM's :**

- i. The above banked power should be returned to Utilities by APPCC/APDISCOMs on a **uniformly distribution basis for the three months at Regional periphery of the exporting utility (i.e., Southern regional periphery)** during the period and duration as mentioned in the table below.
- ii. Trader/utilities are requested to clearly indicate the premium if any (Return Ratio), in percentage, offered by them and the desired trading margin.

- iii. **The return percentage % and trading margin offered by the bidders will be considered for the purpose of bid evaluation and finalization of the successful bidder.**

<b>S . N o</b>	<b>Returning period by APPCC/APDI SCOM's</b>	<b>Duration</b>	<b>Quantum (MW)*</b>	<b>Returna ble percent age (%)</b>	<b>Trading margin (Paise/KW h)*</b>
1	01.07.2024 to 31.07.2024	00:00 to 24:00 Hrs			
2	01.08.2024 to 31.08.2024	(RTC)			
3	01.09.2024 to 30.09.2024				

\*-The quantum offered by the bidders as per Clause-1 ( arrangement-1 and arrangement-2) will be uniformly distributed for the three months in Clause-2 on RTC basis, in due consideration of the returnable percentage offered by bidders as per clause-2.

- iv. Bidders may provide their bid for either of / Any/ all arrangements in Clause-1 , for return of the banked power in either of/ Any / all time periods mentioned in table of Clause-2. These types of bids are also considered by APPCC/APDISCOM's for evaluation.
- v. The Delivery point for returning of banked power by APPCC/APDISCOM's will be the **regional periphery of the exporting utility i.e., Southern Regional Periphery (SR).**

## **2. Bid Submission mechanism:-**

A. 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:

1. *“Part-I”- shall consist of EMD of Rs.10,00,000/- ( Rupees. Ten lakhs only)(in the form of Bank Guarantee /DD in favour of APPCC, as per details mentioned in table-1 of this clause below), 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.*
2. *“Part-II”- shall consist of “Financial bid” for Banking of power in the prescribed format duly filled in, attached as Annexure-II of the tender Document & back-to-back LOI/Agreement with the utility (in case bidder is a trading licensee).*

- B. It is clarified that bid received with deviation in the Delivery Point will not be entertained and will summarily be rejected.
- C. 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”.

**Part-I envelope consists of (non-financial bid) :**

- i. Signed copy ( by authorized signatory of bidder/utility) of acceptance of general terms and conditions of the tender document and the tender document.
- ii. Signed copy (by authorized signatory of bidder/utility) of the photocopy of the trading license , in case the bidder is a trader.
- iii. Earnest money deposit in the form of Bank Guarantee / e-Bank Guarantee issued by any Nationalized/Scheduled Bank.
- iv. Annexure-1 of the tender document ( including the acceptance of the tender schedule and submission of contact information of bidders).

**Part-II envelope consists of (financial bid):**

- i. Signed copy by authorized personnel on Bidder’s offer, i.e., Quantum to be supplied to APDISCOM’s in any period as per Clause-1 , Returnable percentage (%) of the baked power by APDISCOM’s and trading margin to be paid by APDISCOM’s while import of power.
- ii. Signed copy of the authorized signatory of the bidder on a Valid Back-to-Back LoI /agreement letter with the utility .
- iii. Annexure-2 (includes, bidded quantum for supply to APPC/APDISCOM’s, Choice of supply of power (arrangements), Bidded Returnable percentage and bidded Trading margin).

**Both the envelopes shall be put together in one sealed envelope and marked “TENDER NO: APPCC / Banking / 23-24 / ET / 01 , Dt: 24.08.2023” and shall be sent to the following address:**

**The Chief General Manager,  
Power Purchases, APPCC  
1<sup>st</sup> floor, APPCC building, Vidyuth Soudha,  
Gunadala, Vijayawada-520004.  
Email: [detradingappcc@gmail.com](mailto:detradingappcc@gmail.com),  
[cgm-pp.vja@aptransco.co.in](mailto:cgm-pp.vja@aptransco.co.in),  
[Venkatareddy.m@aptransco.co.in](mailto:Venkatareddy.m@aptransco.co.in),  
[Sreenivasulu.kg@aptransco.co.in](mailto:Sreenivasulu.kg@aptransco.co.in),  
[narasimha.k@aptransco.co.in](mailto:narasimha.k@aptransco.co.in)**

Table-1

D. The soft copies of the Part-1 and Part-II envelopes are to be sent to the above mentioned emails before last date of submission of bid.

E. The bids submitted by the bidders and all correspondence and documents related to the bid shall be written in the English Language.

F. In case the bidder is Trading Licensee, **back-to-back LoI / Agreement** with the exporting utility shall be attached with the bid. **Bids received without LoI / Agreement with the exporting utility shall not be considered for evaluation and EMD of such bidders shall be forfeited**

For further queries, please contact:

<b>Sri. M. Venkata Reddy, Dy.EE-Trading, APPCC Ph.No: 9949582317 Email: venkatareddy.m@aptransco.co.in</b>	<b>Kum. K.Nissi Keerthi, AEE-Trading/APPCC Ph.No: 9490117651 Email: <a href="mailto:nissikeerthi.k@aptransco.co.in">nissikeerthi.k@aptransco.co.in</a> <a href="mailto:detradingappc@gmail.com">detradingappc@gmail.com</a></b>
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### **3. Schedule of the power banking/Swapping tender:**

- a. The bid may be submitted at APPCC office on or before 13.09.2023 by 12:00 hours and the same will be opened on the next day i.e., 14.09.2023 at 12:00 hours.
- b. The offer received after 12:00 hours of the bid submission date shall not be accepted. If there is any problem in delivering the envelopes as per clause 2, the utility /bidder has to inform to APPCC/APDISCOM's over emails as per correspondence mentioned above, and correspondingly, the bids may be accepted after considering the reasons submitted by the utility /bidder
- c. In case the bid submission date is declared a holiday, then the bid submission date shall automatically be considered as next working day.
- d. The Part-I will be opened first and no deviation in Part-I shall be allowed.
- e. 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.
- f. The authorized representatives of the participating parties may be present at the time of opening of the bid if they desire.

<b>Publication of tender</b>	24.08.2023, 18:00 Hrs
<b>Last date for receipt of queries regarding tender from bidders</b>	04.09.2023, 15:00 Hrs

<b>Publication of clarifications by APPCC/APDISCOM's</b>	07.09.2023, 15:00 Hrs
<b>Last date of submission of hard copy of the envelopes as per Clause-2</b>	13.09.2023, 12:00 Hrs
<b>Opening of Part-1 envelopes</b>	14.09.2023, 12:00 Hrs
<b>Opening of Part-2 envelopes- Financial Bids</b>	15.09.2023, 12:00 Hrs
<b>Clarifications/negotiations from bidders, if any to be addressed by APPCC/APDISCOM's from opening of envelope-2</b>	20.09.2023, 15:00Hrs

#### **4. Earnest Money Deposit (EMD):-**

- a. The Bidders are required to submit EMD in Part-I of the bid 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.

<b>Name of the Bank Account</b>	APPCC Pool A/c
<b>Bank Account Number</b>	00000052117479223
<b>Bank Name</b>	State Bank of India
<b>Branch Name</b>	Commercial Branch, Gunadala, Vijayawada
<b>IFSC Code</b>	SBIN0016576
<b>Bank MICR Code</b>	520002044
<b>Type of Account</b>	Current Account

- b. EMD shall be valid for a period of 60 days from the bid submission date.
- c. The EMD shall be forfeited:
- i) Submission of bids without back-to-back arrangement.
  - ii) If Bidder withdraws bid during Bid Validity Period.

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

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

- a. 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 APPCC/ APDISCOM's.
- b. No trading margin will be applicable while APPCC/APDISCOM's is exporting the power.
- c. **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 quoted and lower return percentage quoted shall be considered.**

### **6. Modification of the Bid Documents:**

APPCC/APDISCOM's 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.

### **7. APPCC/APDISCOM's right to accept/reject the bid:**

- A. 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 APPCC/APDISCOM's reserves right to reject any such bid with any deviations.**
- B. APPCC/APDISCOM's 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.
- C. For the avoidance of doubt, it is clarified that APPCC/APDISCOM's 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.
- D. The decision of APPCC/APDISCOM's shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by **APPCC/APDISCOM's** in this regard.

### **8. Bid Validity Period:**

- A. The offer shall remain valid for a period of 30 days from the date of bid submission, excluding the last date of submission of bid ("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.

- B. APPCC/APDISCOM’s have the right to request for extension of the bid validity period over emails to traders/bidders, as per their information submitted vide Annexure-1 and Annexure-2.

### **9. Issuance of LoA/LoI by APPCC/APDISCOM’s**

- A. APPCC/APDISCOM’s will issue Letter of Award (LoA)/Letter of Intent (LoI) to the successful bidders, only after intimation of the results of the Hon’ble APERC by APCPDCL and attaining approval for the same. Until that, APPCC/APDISCOM’s will request for bid validity extension, if applicable , at that time , within 30 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.
- B. Bidder(s) shall provide acceptance as early as possible but not more than 7 days.
- C. 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.

### **10. Law of Jurisdiction and Arbitration:**

The Law of Jurisdiction for dispute will be at High Court in Vijayawada. All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

The Chief General Manager,  
Power Purchases, APPCC.

## TECHNICAL AND FINANCIAL TERMS OF THE TENDER

### 1. Quantum of power banked/swapped:-

APPCC/APDISCOM's , as per the invitation to utilities/generator/trader as bidders for this tender , after evaluation, will issue LoA to successful bidders. The Quantum of power details as mentioned in respective LoA has to be banked/swapped between utilities /traders/generators and APPCC/APDISCOM's.

### 2. Delivery Point:

The Delivery Point in either case shall be **Regional Periphery of the exporting utility**. Trading margin is imposed on APPCC/APDISCOM's only while importing of the power, as per LoA terms and conditions.

### 3. Open Access Charges, losses and NOAR OA application:-

- a. **When APPCC/APDISCOM's are importing:** All Open Access Charges *upto Delivery Point (regional periphery of the exporting utility)* including RLDC Application fee, RLDC Operating charges, Regional STU charges and all transmission losses including ISTS charges and ISTS losses up to regional periphery of the exporting utility shall be borne by utility/bidder
- b. **When APPCC/APDISCOM's are exporting:** All Open Access Charges **upto regional periphery of the exporting utility i.e., Southern regional periphery** including APSLDC application fee, APSLDC Operating charges, AP STU charges etc. and STU losses (till SR Periphery) shall be borne by APPCC/APDISCOM's .
- c. **NOAR OA Application:-** The Successful bidder/trader shall be required to apply Short Term Open Access on behalf of “ **APCPDCL (Central power distribution Corporation limited of Andhra Pradesh)**” in NOAR in such a manner that separate STOA charges upto Delivery Point are neither to be billed to APPCC/APDISCOMs nor payable by the bidder in respect of this transaction and the same is dealt within APPCC/APDISCOMs long term Transmission Access (LTA/GNA as applicable) as per the provisions of CERC Sharing Regulations' 2020 as amended from Time to time.

- d. 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.
- e. Further, the bidders/traders should ensure that they are able to supply their contracted quantum within the supply period offered by them as per NOAR Approved schedule and LOA Quantum.

#### **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:

- a. 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.**
- b. The successful bidder shall apply open access in NOAR for the entire contracted quantum for all the blocks of the contracted period immediately after the receipt of LoA from APPCC/APDISCOM's as per the timeline stipulated in CERC open access regulations (presently 3 months in advance) /Guidelines in force/NOAR provisions.
- c. APPCC/APDISCOM's shall provide advance consent (format-I and format-II) for returning the banked power to successful bidders, as per LoI T&C and as per the timeline stipulated in CERC open access regulations (presently 3 months in advance) /Guidelines in force/NOAR provisions.

#### **5. Energy Accounting:**

a. For the power supplied to APPCC/APDISCOM's by the trader/ utility during any month as per LoA , trader/utility shall issue a certified energy statement to trader/ utility based on the REA issued by nodal RPC and send the same over emails mentioned in RfP of the tender/tender document by 10<sup>th</sup> day of the consecutive month.

- b. For the return of banked power to APPCC/APDISCOM's during any month, the trader/bidder shall issue a certified energy statement based on REA issued by nodal RPC and send the same over emails mentioned in RfP of the tender/tender document by 10<sup>th</sup> day of the consecutive month.
- c. Once all the transactions in the banking agreement are completed, trader/utility shall prepare final energy account for APPCC/APDISCOM's 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 and submit the same over official letter head to the addresses /emails mentioned in RfP of this tender/Tender document.
- d. Energy Accounting will be carried out by trader / utility on the basis of implemented schedule (final revision) of respective RLDC when APPCC/APDISCOM's is exporting & SRLDC when APPCC/APDISCOM's is importing.
- e. 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.

**6. Billing procedure:**

- a. Both Open access charges and trading margin bills are to be raised in favour of “ **The General Manager (Power Purchase & Sales) / Accounts wing- APPCC, APPCC Building, 1st Floor, Vidyut Soudha, Gunadala, Vijayawada – 520004, email id: dyccaappcc@gmail.com and detradingappcc@gmail.com** ” duly mentioning the Letter of Award (LOA) provided by APDISCOMs to the respective trader on their invoice. However, receipt of original copy of the bills shall be necessary for releasing the payments.
- b. In case of import of power by APPCC/APDISCOM's , 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.
- c. The fourth week Trading Margin bill shall be based on the provisional REA for the ongoing month issued by Nodal RLDC. (NRLDC in our case).

- d. 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.

**7. Payment/surcharge on late payment:**

- a. The Due Date for bills raised on account of *trading margin, & adjustment of energy shortfall* shall be *7 days from the receipt of bill through Fax/Email (excluding the date of receipt of such bill)*.
- b. The Due Date for bills raised on account of *open access charges* shall be *3 days from the receipt of bill through Fax/Email (excluding the date of receipt of such bill)*.
- c. **No rebate is applicable on Open Access bills and Trading Margin bills.**
- d. 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).
- e. For all the payments outstanding for more than the due date mentioned above (in case of adjustment of energy shortfall) after bill date, surcharge @ 1.25% per month shall be applicable on defaulting party.

**8. Settlement during return period:**

- a. The banking arrangement shall be purely on energy to energy transaction basis and shall be considered as cashless transaction.
- b. In case of any transmission corridor constraints or any force majeure during the normal returning period, the balance quantity shall be returned during the immediate succeeding month of return period or as per mutual consent of both the parties.
- c. The contracted quantum shall be at delivery point and accordingly, all energy settlement shall be at **delivery point for both the parties.**
- d. Compensation clause :-**
- i. In case, the Quantum of power returned by APPCC/APDISCOM's is more than or equal to 99.5% and less than 100% of the returnable quantum, the differences of such energy will be settled at the rate of Rs. 4.50/KWh.

- ii. In case, the Quantum of power returned by APPCC/APDISCOM's is less than 99.5% of the returnable quantum, the differences of such energy will be settled at the rate @ Average IEX DAM MCP /KWh of that day of S-1 region for that time slot(s) +Rs. 1/KWh.
- iii. In case, quantum supplied by trader/utility to APPCC/APDISCOMs is more than the approved quantum as per LoI schedule and NOAR OA application, Trader/utility /generator shall pay for such energy to APPCC/APDISCOM's at the rate of Rs. 6.00/Unit.
- e. The final settlement of energy under this power swap arrangement shall be based on the energy supplied to APDISCOM's during supply period and energy returned to trader/utility/generator during return period at delivery point as per the Regional Energy Account (REA) of nodal RPC.

**9. Revision of Schedule /Cancellation of Open access corridor:**

- a. In case of revision / cancellation of approved open access corridor , the party seeking revision / cancellation of open access corridor shall bear all the open access charges up to and beyond the delivery point proportionate for the extent of shortfall of the approved open access corridor.
- b. In case the revision of the approved open access corridor is availed by either party (either importing/exporting utility), the same has to be intimated to the other party over email within 24 hrs of the said revision . The email ID and contact details of the utility/trader/generator on whom LoA/LoI is issued, has to provide the details in the acceptance letter of LoA/LoI issued. APPCC/APDISCOM's are to be intimated about revision of the approved open access schedule by utility/trader/generator to [detradingappcc@gmail.com](mailto:detradingappcc@gmail.com), [venkatareddy.m@aptransco.co.in](mailto:venkatareddy.m@aptransco.co.in) and [nissikeerthi.k@aptransco.co.in](mailto:nissikeerthi.k@aptransco.co.in) .
- c. After implementation of T-GNA w.e.f 01.10.2023 as per Hon'ble CERC letter Dt: 03.08.2023, any additional charges imposed by RLDC's (in

NOAR) for flow of power upto delivery point is imposed to the account of procurer. However, the bidder/seller will first pay additional T-GNA charges, if imposed on APPCC/APDISCOM's , and later , will be reimbursed by APDISCOM's within 7 days of production of proof of payment of additional T-GNA charges over email mentioned in the RfP.

#### **10. Force Majeure:**

- a. 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.
- b. 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.
- c. Supply / drawl of power shall be resumed immediately by the parties concerned after such eventuality has come to an end or ceased to exist.
- d. If in the event the contracted energy is not being supplied to APPCC/APDISCOMs, due to force majeure events, such contracted energy shall be returned by the successful bidder/trader during the period as per the requirement of APPCC/APDISCOMs, or, the defaulted power is treated for calculation under compensation charges as per clause-9(d).
- e. In the event, where APPCC/APDISCOM's is not able to return the same during the period as desired by the trader/bidder due to force majeure, the same shall be paid by the APPCC/APDISCOM's @ Rs. 6.00 per unit within the consecutive month . Any delay of payment in this shall attract late payment surcharge (LPSC) @ 1.25% per month on part of APPCC/APDISCOM's.
- f. Any change in procedure that leads to alteration/cancellation in the booked open access corridors under STOA, due to TGNA implementation, shall be considered as " Force Majeure" , only after intimation of the same act by the trader/bidder within 48 hrs of alteration/cancellation in the booked open access corridors under STOA over email to [detradingappcc@gmail.com](mailto:detradingappcc@gmail.com) and [dyccappcc@gmail.com](mailto:dyccappcc@gmail.com) . After valid receipt of the same by APPCC/APDISCOM's , **bidders shall not be liable to bear any financial loss on account of the same.**

#### **11. Dispute Resolution and Arbitration:**

- a. The parties shall ensure due compliance with the terms of the agreement.

- b. In case of any dispute by either party regarding bills/payment , the affected party shall file the written objections within 10 days of receipt of bill/payment with details of dispute.
- c. 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.
- d. In the event of failure of the parties to settle Dispute/Difference amicably within such 30 days period excluding the date of notice, 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.
- e. 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. All differences or disputes between the parties arising out of or in connection with this banking arrangement, which fall beyond the Appropriate Commission under the Electricity Act, 2003, shall be governed by Law of India and subject to jurisdiction of High Court situated in Vijayawada only.

**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.

The Chief General Manager,  
Power Purchases, APPCC.

**(To be given on the official letter of the Bidder)**

**ANNEXURE -1**

**Non-Financial Bid ( Part-1 bid)**

**Acceptance of Tender Document and Technical and Financial Terms and Conditions of this tender:**

(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 signed copy of photocopy of valid trading license issued by CERC is enclosed. (Applicable in case of Electricity Traders only)

**Enclosures:**

Signed copies of Tender document and  
Technical and Financial terms and conditions of this tender.

**Details of the Contact persons regarding the tender participation:-**

Name:-  
Designation:-  
Name of the Company/Trader/Generator:-  
Ph.No :  
Email ID:-  
Address:-

Name:-  
Designation:-  
Name of the Company/Trader/Generator:-  
Ph.No :  
Email ID:-  
Address:-

**Acceptance to the tender schedule:-**

<b>Publication of tender</b>	24.08.2023, 18:00 Hrs
<b>Last date for receipt of queries regarding tender from bidders</b>	04.09.2023 , 15:00 Hrs
<b>Publication of clarifications by APPCC/APDISCOM's</b>	07.09.2023, 15:00 Hrs
<b>Last date of submission of hard copy of the envelopes as per Clause-3</b>	13.09.2023, 12:00 Hrs
<b>Opening of Part-1 envelopes</b>	14.09.2023, 12:00 Hrs
<b>Opening of Part-2 envelopes- Financial Bids</b>	15.09.2023, 12:00 Hrs
<b>Clarifications/negotiations from bidders, if any to be addressed by APPCC/APDISCOM's from opening of envelope-2</b>	20.09.2023, 15:00Hrs

Signature: (Authorized Signatory)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

**(To be given on the official letter of the Bidder)**

**ANNEXURE II**

**Financial Bid – Envelope (Part-2 bid)**

**Choice of the arrangement for supply of power to APDISCOM's/APPCC at delivery point: Arrangement-1/Arrangement-2 /as specified in Clause-1 (#)**

<b>Supply of power to APPCC/APDISCOM's by utility/trader/Generator</b>				
<b>S.No</b>	<b>Period</b>	<b>Duration (Hrs.)</b>	<b>Quantum (MW)*</b>	<b>Trading margin(Rs. Paise/KWh)</b>
1	01.01.2024 to 31.01.2024			
2	01.02.2024 to 29.02.2024			
3	01.03.2024 to 31.03.2024			
4	01.04.2024 to 30.04.2024			
4	01.05.2024 to 31.05.2024			

***As per the Tender document, bids are to be offered in compliance to Tender document clause (1-A)***

Return quantum (MW) , returnable percentage and time period for the return of power as per Option A or Option B may be indicated separately in the below mentioned table in line with the bids submitted by the respective bidders.

<b>S.No</b>	<b>Returning period by APPCC/APDISCOM's</b>	<b>Duration</b>	<b>Returnable Quantum (MW)*</b>	<b>Returnable percentage (%)</b>
1	01.07.2024 to 31.07.2024	00:00 to 24:00 Hrs		
2	01.08.2024 to 31.08.2024	(RTC)		

3	01.09.2024 30.09.2024	to			
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Note:

1. 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 Earnest Money Deposit (EMD)**

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

(To be submitted as Part-1 bid)

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 **TENDER NO: APPCC / Banking/ 23-24 / ET / 01 , Dt: 24.08.2023** 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 APPCC / APDISCOM's (*hereinafter referred to as "Procurer"*) forthwith on demand in writing from APPCC / APDISCOM's 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 GUARNTEE 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: