

Expression of Interest
For Sale of Energy on Short / Medium
Term Basis

(EOI No : OTPC/Commercial/PLT/Power Sale/2018-
19/001)

Head - Commercial,
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Introduction

ONGC Tripura Power Company (OTPC) also known as Palatana Power Plant, is a Gas Based Thermal Power Plant station in Palatana, Udaipur in the Gomoti district of the northeastern Indian state of Tripura. It is ONGC's first power plant in India & also known as the biggest Plant in Northeast India.

It is 726.6 MW Combined Cycle Gas Turbine (CCGT) power plant based on ONGC's domestic gas supply.

OTPC, invites Expression of Interest for purchase of electrical energy from State Electricity Boards, State Electricity Utilities, Discoms, Open Access Consumer & Traders having valid Inter State Trading License issued by CERC for interstate trading of energy, as per table given below:

Period	Duration	Quantum @ OTPC Ex-Bus
01 st Apr' 2019 – 30 th Apr' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st May' 2019 – 30 th May' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st June' 2019 – 31 st June' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st July' 2019 – 31 st July' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st Aug' 2019 – 31 st Aug' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st Sep' 2019 – 30 th Sep' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st Oct' 2019 – 31 st Oct' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st Nov' 2019 – 30 th Nov' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st Dec' 2019 – 31 st Dec' 2019	0000 – 2400 Hrs	10 to 75 MW
01 st Jan' 2020 – 31 st Jan' 2020	0000 – 2400 Hrs	10 to 75 MW
01 st Feb' 2020 – 28 th Feb' 2020	0000 – 2400 Hrs	10 to 75 MW
01 st Mar' 2020 – 31 st Mar' 2020	0000 – 2400 Hrs	10 to 75 MW
1st April, 2020 Onwards	0000 – 2400 Hrs	10 to 75 MW

01.	EOI Submission Address	Head-Commercial, 6 th Floor, IFCI Tower, Nehru Place, Delhi PIN – 110019
02.	EOI Submission E-Mail ID	arupc.sarmah@otpcindia.in
03.	Last Date for Bid Submission	27 th December, 2018 (1700)
04.	Date of opening of Price Bid	28 th December, 2018 (1500)

Note: -

1. The minimum quantum offered by any bidder should not be less than 10 MW and not more than 75 MW, otherwise their offer shall be rejected.

2. OTPC reserves the right to increase/decrease the quantum mentioned in the above table as per its requirement before placing the LOA/LOI to the successful bidders.
3. In case, date of opening happens to be a holiday, then the date of submission and opening of tenders will automatically get shifted to the next working day.
4. Bids should reach the mentioned address by post or to the mentioned E-Mail ID on or before the last date of Bid Submission.
5. OTPC reserves the right to reject any or all bids or to accept any bid in full or in part, as may be required by OTPC, without assigning any reason what so ever.

GENERAL TERMS AND CONDITIONS FOR SALE OF ENERGY

1. INTRODUCTION:

OTPC is inviting EOI from State Electricity Boards, State Electricity Utilities, Discoms, Open Access Consumers, & Traders having valid Inter State Trading License issued by CERC for interstate trading of energy to enable OTPC to sale its merchant power during the period 01st April' 2019 to 31st March' 2019 for short term. Whereas, the medium term offer is for the period 01st April' 2019 to 31st March' 2022.

2. DELIVER POINT:

The delivery point shall be the interconnection of OTPC system (Ex-Power Plant) with the CTU network at Palatana (State of Tripura) in the Northeastern Region (NER).

3. TRADING LICENSE:

The Traders submitting bids should have a valid license from the Central Electricity Regulatory Commission (CERC) for Inter-State/Intra-State trading of Electricity. The trader is also required to submit a photocopy of the same along with the bid.

4. BID QUANTITIES:

The Bidder(s) shall indicate the quantum (MW) which it is ready to purchase at delivery point. The bidder is required to bid for a minimum of 10 (Ten) MW and maximum 75 MW otherwise its bid shall be rejected.

5. INITIAL PRICE OFFER (IPO):

The Bidder shall quote the Initial Price Offer (in Rs./kWh) at which it is prepared to purchase the energy at the delivery point (Ex-Bus Power Plant). The price should be on the following basis:

- The delivery point shall be OTPC ex-bus connected to 400 kV NER network.
- The rate of offered power (in Rs./kWh) should be quoted at the delivery point (i.e. O T P C ex-bus) and shall be inclusive of all taxes, duties, cess etc. imposed by Central Govt. / State Govt./ Local Bodies as applicable on the date of opening of tender enquiry and should be limited to 3 (three) decimal points. The Price/rate quoted should be on FIRM basis only and there shall be no change during the contractual period.

- Successful bidder(s) shall be applying for the Short / Medium open access booking as per the latest open access Regulations/Guidelines in vogue. The successful bidder(s) shall be responsible to off-take the energy from the delivery point.
- OTPC shall in no way be liable for any other charges beyond delivery point.
- Bidder(s) shall offer only Round-the-Clock (0000–2400 Hrs) powers requirement to OTPC.
- The transmission charges (POC Injection & Withdrawl charges), transmission losses (POC Injection & Withdrawal losses), State STU Charges & Losses, RLDC/SLDC charges, application/concurrence charges or any other charges covered under Open Access Regulations notified by Central/State Electricity Regulatory Commission (CERC/OERC) and the procedure for Open Access stipulated by the Central/State Transmission Utility (CTU/STU) (as amended up to date) for off-take of energy from the delivery point shall be borne by the Purchaser/bidder, if applicable.
- If the offer is conditional / with any deviation to the mentioned terms, OTPC reserves the right to accept or reject the same without assigning any reason.

6. OPEN ACCESS:

- Booking of Transmission Corridors: The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC. He shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely consent & booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for Short Term open access customers (Inclusive of all the amendments till date).

7. ENERGY BILLING & PAYMENT:

- OTPC shall raise bill on weekly basis based on implemented schedule of RLDC / SLDC along with the complete details of the power scheduled at the delivery point and / or the other documents / information, as may be required for bill verification.

- For the purpose of weekly billing, the month shall be divided into four weeks viz. 1st to 8th, 9th to 15th, 16th to 23rd and 24th to last date of the month. Final monthly adjustment bill will be raised based on REA issued by NERPC. The bill of compensation for a month shall be included in the final monthly adjustment bill.

8. DUE DATE:

Seventh (07th) day from the date of receipt of the energy bills (excluding the date of receipt) by fax as well as e-mail. In the event of the due date of payment being a Bank holiday, the next working day shall be considered as the due date of payment.

9. REBATE ON PROMPT PAYMENT :

"OTPC" will allow 2.0% rebate on energy bill(s) amount, in case "Purchaser" makes payment within due date of payment.

10. SURCHARGE ON LATE PAYMENT:

A surcharge of 15.0% (Fifteen Percent) per annum shall be applied on all payments, outstanding after 30 days for the period of non-payment beyond the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay after due date on simple interest formula. No surcharge shall be admissible on the disputed amount.

11. PAYMENT SECURITY MECHANISM:

"Purchaser" shall provide revolving letter of Credit (LC) equivalent to 100% of the monthly energy corresponding to contracted capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.

12. PERMITTED DEVIATION:

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

13. VALIDITY:

The bid/offer should be valid for at least 30 days from the date of opening and any withdrawal or modification of the offer thereafter shall not be permitted.

14. RIGHT TO TERMINATE:

Either party has the right to terminate this agreement by giving an advance notice of 30 days to the other party. However, party seeking such termination shall be

liable for payment of Open Access charges, Open Access Cancellation charges on account of such termination. The parties shall remain liable for all acts/deeds/transactions undertaken or done before the date of termination of this agreement.

15. ISSUE OF LETTER OF AWARD (LOA) / LETTER OF INTENT (LOI):

OTPC shall issue an LOA/LOI, as per the mutually agreed tariff & terms, to the successful bidder(s) within 30 days or as soon as tender is decided. The bidder shall be required to convey its acceptance of the same within two days through fax/e-mail.

16. POWER PURCHASE AGREEMENT:

The successful bidder(s) shall have to enter into a power purchase agreement within 15 (fifteen) days from the date of LOA or confirmation of Letter of Intent by the bidder

17. LANGUAGE OF DOCUMENTS:

All information and documents submitted must be in English language.

18. JURISDICTION:

All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at New Delhi only.

19. DISCLAIMER AND OTPC RIGHTS:

This document shall not be construed as an offer and OTPC shall not be bound to sale energy from any bidder pursuant to this document. OTPC reserves the right to modify or withdraw from the process initiated by it. OTPC reserves the right to reject any or all bids, or any portion of a specific bid for any reason. OTPC reserves the right to enter into PPA with one or more of the bidders. OTPC assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part, thereof.

Annexure A

BIDDER'S COMPANY DATA:

1. Name of the firm:
2. Name of the Contact Person:
3. E-Mail Address:
4. Postal Address:
5. Telephone:
6. Mobile No:
7. Fax Number:
8. Inter/Intra state Trading license (copy to be enclosed)
 - Category of License (in case of traders only) :
 - Validity till :

Signature of the Authorized Representative with Company Seal

ONGC Tripura Power Company Limited

Annexure B

PRICE BID

Period	01.04.19 To 30.04.19	01.05.19 To 31.05.19	01.06.19 To 30.06.19	01.07.19 To 31.07.19	01.08.19 To 31.08.19	01.09.19 To 30.09.19	01.10.19 To 31.10.19	01.11.19 To 30.11.19	01.12.19 To 31.12.19	01.01.20 To 31.01.20	01.02.28 to 28.02.20	01.03.20 To 31.03.20
Duration (Hrs)	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400	0000-2400
Delivery Point	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus	OTPC Ex-bus
MW @ Delivery Point												
Price Bid (Rs./kWh)												

Signature of the Authorized Representative

Name: _____

Designation: _____

END OF DOCUMENT