

**PROCUREMENT OF NON-SOLAR RENEWABLE POWER ON SHORT-TERM BASIS
THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS**

As per “Guidelines for short-term (i.e. for a period of more than one day to one year)
Procurement of Power by Distribution Licensees through Tariff based bidding process”
issued by Government of India

**The Tata Power Co Ltd
INVITATION FOR BIDS**

Event No PP- 03 / Tata Power-D/ 2021-22

S. No.	Event	Time
1.	Publication of RfP/ Activation of Event	21.09.2021 at 19:00 Hrs.
2.	Last date of submission of RfP Bids including EMD	04.10.2021 on or before 15:00 Hrs.
3.	Opening of non-financial technical Bids	04.10.2021 at 16:00 Hrs.
4.	Opening of IPOs	05.10.2021 at 11:00 Hrs.
5.	Start of eRA	05.10.2021 at 13:00 Hrs.

Bids to be submitted through	'DEEP' e-Bidding Portal
Office inviting bids & place of submission of EMD	<p>Pallikuth Devanand Head – PSCC 9871800506 Fax - 022 67175385 (p.devanand@tatapower.com)</p> <p>Vismay Rane Head- Power Purchase 9029180271 (vvrane@tatapower.com)</p> <p>Power System Control Center, Tata Power Company Ltd. Trombay Thermal Power Station 'A', Mahul Road, Chembur, Mumbai - 400074.</p>

Bidding will be done as per the guidelines for short term procurement of power notified by the Ministry of power vide resolution dated 30th March 2016, through e-Bidding portal (DEEP) only. The link for the e-Bidding portal is www.mstcecommerce.com and is also available on the website of Ministry of Power (www.Powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize themselves with the guidelines notified by the Ministry of power on 30-03-16 carefully before submitting the offer.

1. INTRODUCTION AND BACKGROUND

The Tata Power Co Ltd, herein after referred to as Tata Power-D, a Company incorporated under the Companies Act, 1956/2013 and Distribution Licensee as per provision of the Electricity Act 2003 (Act) having its registered office at Bombay House, Homi Modi Street, Fort, Mumbai-01, is inviting bids for procurement of Non-Solar RE power, under Short Term arrangement for the period from 15.10.2021 to 30.09.2022 for meeting its Renewable Purchase Obligations of 200 MU's during the entire period. Details of the quantum required is as per the clause no 3.1. Tata Power-D may issue Lol above the indicated quantum so as to meet the target of 200 MU's for the mentioned period. The power would be procured through 'Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process' (Guidelines) notified by the Central Government under the provisions of Section 63 of the Act, vide resolution dated 30th March 2016.

2. E BIDDING FEE

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rupees 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to PFC Consulting Limited (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 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 also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3. QUANTUM OF POWER

The Bidder(s) shall be capable of supplying power as mentioned below to Tata Power-D, for the period from 15.10.2021 to 30.09.2022 as detailed below:

Period	15.10.2021 to 30.09.2022
RTC or as per availability	Quantum as indicated in clause 3.1 (200 MU's) Non-Solar RE Power
The Successful bidders would be required to apply for Short Term Open Access in such a manner that they are able to supply their contracted quantum within the supply period offered by them.	

3.1 Requirement details:

Req. No.	Period	Time Block (hrs.)	Non-Solar RE Quantum (MW)	Greenshoe Quantity (MW)	Minimum Bid Quantum (MW)	Delivery point
1	15 th Oct-21 to 31 st Oct-21	RTC or as per availability	75	25	5	Maharashtra STU Periphery
2	1 st Nov-21 to 30 th Nov-21	RTC or as per availability	75	25	5	Maharashtra STU Periphery
3	1 st Dec-21 to 31 st Dec-21	RTC or as per availability	75	25	5	Maharashtra STU Periphery
4	1 st Jan-22 to 31 st Jan-22	RTC or as per availability	50	25	5	Maharashtra STU Periphery
5	1 st Feb-22 to 28 th Feb-22	RTC or as per availability	50	25	5	Maharashtra STU Periphery
6	1 st Mar-22 to 31 st Mar-22	RTC or as per availability	75	25	5	Maharashtra STU Periphery

7	1 st Apr-22 to 30 th Apr-22	RTC or as per availability	75	25	5	Maharashtra STU Periphery
8	1 st May-22 to 31 st May-22	RTC or as per availability	75	25	5	Maharashtra STU Periphery
9	1 st June-22 to 30 th June-22	RTC or as per availability	75	25	5	Maharashtra STU Periphery
10	1 st July-22 to 31 st July-22	RTC or as per availability	75	25	5	Maharashtra STU Periphery
11	1 st Aug-22 to 31 st Aug-22	RTC or as per availability	50	25	5	Maharashtra STU Periphery
12	1 st Sep-22 to 30 th Sep-22	RTC or as per availability	50	25	5	Maharashtra STU Periphery

Note: Tata Power-D may issue LoI above the indicated quantum (MW) so as to meet the target of 200 MUs and even more than 200 MUs, for the mentioned period.

3.2 Capacity Allocation Under Greenshoe Option:

- After shortlisting the Projects up to the requisitioned quantity (MW) as specified in above clause 3.1 table, Tata Power-D at its own discretion may procure additional indicated quantum under Greenshoe option for the corresponding periods.
- Tata Power-D may allocate capacity (fully or partially), under Greenshoe option based on discovered tariff in e-RA and next lowest tariff and so on until the capacity specified under Greenshoe option is exhausted.
- Allocation of additional quantum, under Greenshoe option shall be totally at Tata Power-D's discretion.

3.3 DELIVERY POINT:

- c) **Inter-State Generators:** The delivery point shall be at Maharashtra periphery i.e. the inter-connection point of CTU system with STU system of Maharashtra.
- d) **Intra-state generators:** The delivery point shall be the point of interconnection with STU system of Maharashtra.
- This power will be used by Tata Power-D to meet its RPO, hence RECs should not be claimed against the same.
 - **The confirmation of the Renewable status of the source of power from the appropriate authority should be furnished by the supplier at the time of submission of CPG.**
 - For the contracted MW, if the actual energy is more than the offered energy as per Annexure-3, Tata Power-D may purchase the same at discovered price, with prior intimation from supplier.

4. QUALIFICATION CRITERIA

- 4.1 All the generators / state utilities / CPPs / Distribution Licensees / SEBs and trading licensees having valid trading license from Appropriate Commission are qualified to participate in the bidding process.
- 4.2 The Bidder may offer power up to the quantum indicated in the RfP Document for the respective period. The supply of power may be offered from one or more than one source (RE) subject to condition that offers shall not be less than 5 MW (Minimum Bid quantum). Offer of less than above specified minimum quantity will result into non-responsiveness of bid.
- 4.3 If the bidder is a company, he/they must submit the details of bidder company details as per Annexure '1' of tender specification for consideration of their bid.
- 4.4 If the bidder is a Trader, he/they should submit a copy of the valid category of Trading License or equivalent Trading License issued by the Appropriate Commission.
- 4.5 If bidder is a trader, he/they should submit a copy of executed power purchase agreement/LOA/Lol/MOU with the Generator/Supplier or an equivalent arrangement

for supply of power and/or a copy letter of authorization from the Generator/Supplying utility.

- 4.6 The bidder will be required to submit a signed copy of the RfP document annexed with the Technical Bid to the effect that all the Terms & Conditions of this RfP Document have been accepted.

Non-fulfillment of any of the above-mentioned conditions, will result into non-responsiveness of bid.

NOTE: Bidders who are found qualified in technical Bid shall only be considered for opening of Financial Bid (IPOs).

5. EARNEST MONEY DEPOSIT (EMD) / BANK GUARANTEE (BG)

- 5.1 The Bidders are required to submit EMD (as specified in Annexure-2 of this RfP) 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 RTC (30 days, 24 hours) basis and 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 Nationalized / Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available.

All costs / expenses / charges associated with the bidding, including bank guarantee etc. shall be borne by the bidder. The validity of the EMD shall be extended by the bidder if required by the Tata Power.

For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. $30,000 \times (15 \text{ days} / 30 \text{ days}) \times (4 \text{ hrs.} / 24 \text{ hrs.}) = \text{Rs. } 2,500/-$

The original EMD needs to be submitted and uploaded online in DEEP Portal before the opening of the Non-Financial Technical Bid.

The Bank details are as given below: -

Account Name : The Tata Power Co Ltd
Name of the Bank : HDFC Bank Ltd
Account No. : 00600110000763
RTGS/NEFT/IFSC code : HDFC0000060

5.2 The EMD shall be forfeited:

- a. If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
- b. If Bidder fails to supply power after issuance of Letter of Intent (LoI) by Tata Power-D.
- c. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

5.3 The EMD BG shall be returned to the unsuccessful Bidders within 10 days of expiry of Bid validity period.

5.4 No interest shall be paid on the Earnest Money Deposit

5.5 Validity of the BG shall be up to the end of Bid-Validity period or submission of CPG, whichever is later, with one-month claim period thereafter.

The EMD of the Successful Bidder (s) shall be returned after furnishing the Contract Performance Guarantee (CPG).

6 CONTRACT PERFORMANCE GUARANTEE (CPG)

6.1 The Successful Bidder(s) shall be required to furnish CPG, 15 days before the start of the contract month. For the month of October-21, CPG shall be submitted within 5 days of issue of LoI. The CPG shall be submitted for total MUs offered for contract period (as per Annexure-3) for an amount calculated at Rs. 50,000/- (Fifty Thousand) per MU.

6.2 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 2 month after the expiry of contract period.

6.3 In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited and Tata Power shall have the authority to cancel/terminate the contract.

6.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations.

6.5 The CPG shall be released within 60 days after completion of Contract Period and fulfilment of contractual obligations by the successful bidder.

7 TARIFF STRUCTURE

7.1 The Bidder shall quote the single tariff in INR, at the Delivery Point up to three (3) Decimal places which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable interstate transmission charges & losses up to Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only. The Delivery Point shall be the as mentioned above in the Clause-(3).

7.2 All the open access charges, transmission charges & losses, interstate injection, withdrawal charges and losses, reliability support charges, Scheduling Charges, operating charges of RLDC / SLDC or any other charges up to delivery point shall be borne by the Bidder. All the open access charges beyond delivery point shall be borne by Tata Power-D.

7.3 Bidders(s) is / are required to ensure availability of necessary infrastructure before Participating in the bid.

7.4 The Tariff should be constant and there shall be no escalation during the contractual period.

7.5 If the power is being supplied through alternate source (RE), 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.

7.6 As of now, Tata Power-D doesn't have any inter-state LTOA/MTOA contract.

8 BIDDING PROCESS

8.1 Tata Power-D has issued RfP for procurement of Non-Solar RE power on short term basis as per the details mentioned in clause 3 above and the RfP has been uploaded on the DEEP e-Bidding portal.

- 8.2 Bid Submission: Bids are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by Tata Power-D will form an integral part of the contract. Bidders are required to upload all documents as asked in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 8.3 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum / corrigendum related to the RfP and upload the latest documents as part of the Bid. Addendum/corrigendum if any shall be uploaded on e-Bidding portal only, no individual correspondence shall be made.
- 8.4 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. To participate in the event, each Bidder will have to specify the plant location and 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. The bid will have to be signed by the Digital Signature of the Bidder.
- 8.5 Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidders 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.
- 8.6 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.

9 VALIDITY OF TENDER AND OFFER

The offer against tender should remain valid for a period of **Thirty (30)** days from the day of closing of e-Reverse Auction. In case more time is required for regulatory approval beyond the initial validity of **Thirty (30)** days, Tata Power-D shall seek validity extension from the bidders. In such case, bidders may have the option of extending their bid beyond the original validity period.

10 CONDITIONAL AND INCOMPLETE TENDERS

Conditional and incomplete tenders are liable to be rejected.

11 OPENING AND EVALUATION OF BID

11.1 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 the Appropriate Commission.

11.2 Technical proposals will be opened by the Tata Power-D or its authorized representative electronically from the website stated above, using their Digital Signature Certificate.

11.3 Technical proposals for those tenders whose original copy of EMD has been received and who have deposited the E-Bidding Fee will only be opened and the remaining shall be rejected.

11.4 Decrypted (transformed into readable formats) documents will be downloaded for the purpose of evaluation.

11.5 Tata Power-D or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.

11.6 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.

12. ELIMINATION OF BIDDERS

The elimination of the Bidders shall be done by the following method:

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.

13. E - REVERSE AUCTION (e-RA)

13.1 The shortlisted Bidders after elimination will be intimated individually by system generated emails only.

13.2 The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. 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.

13.3 During the e- Reverse Auction, the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof (upto the value of EMD submitted). During the Reverse Auction, the prevailing Lowest Tariff would be visible to all the Bidders.

14. ISSUANCE OF LETTER OF INTENT (LoI)

14.1 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 up to the requisitioned capacity (as explained in clause 3) would be the Successful Bidder(s).

14.2 Tata Power-D would procure power from the Successful Bidders in the order of their rankings decided based on tariff quoted by them until the entire Requisitioned Capacity is met (as explained in clause 3). Contract MU's shall be derived from declared MU's (Annexure-3) on pro-rata basis if partial quantum (MW) is allotted to bidder(s).

- 14.3 Tata Power-D shall have the right to issue Letter of Intent (LoI) 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 Tata Power-D rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case Tata Power-D fails to issue the LoI within the offer validity period, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- 14.4 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.
- 14.5 In case the LoI 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.
- 14.6 After selection, a Letter of Intent (the "LoI") shall be issued, by Tata Power-D to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LoI in acknowledgement thereof within seven days. In the event the duplicate copy of the LoI duly signed by the Selected Bidder(s) is not received by the stipulated date, Tata Power-D 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 LoI. Bidder will initiate the process of submission of Open Access application immediately after receipt of LoI.

15. CONTRACT AWARD AND CONCLUSION

LoI will be issued by Tata Power-D to the selected Bidder(s) within the offer validity period. Issuance of LoI by Tata Power-D in line with the terms and conditions specified in this RfP and acceptance / acknowledgement of the LoI and the submission of CPG, by the Selected Bidder(s), will be construed as a binding contract. No separate Power Purchase Agreement (PPA) will be signed by Tata Power-D in this regard. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the terms of LoI. Tata Power-D would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to provide the acceptance towards Tata Power-D LoI within seven days of date of issuance of such Letter of Award (LoI) by Tata Power-D.

16. TATA POWER-D's RIGHT TO ACCEPT / REJECT THE BID:

This Bid document may be withdrawn or cancelled by Tata Power-D at any time without assigning any reasons thereof. Tata Power-D further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account. Once the acceptance of the offer is conveyed, the tenderer(s) would be bound to supply the power as per the contract. Tata Power-D reserves the right to enter into letter of agreement with one or more of the bidders.

17. FORCE MAJEURE:

A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (not otherwise constituting an Indian political Event) that adversely affects, prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent that (i) such events and circumstances are not within the reasonable control of the affected party, and (ii) such events or circumstances could not have been prevented through employment of Prudent Utility Practices.

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

No party shall be liable for any claim of any damage whatsoever arising out of failure to carry out the terms of the agreement due to the reasons governed by Force Majeure conditions as given below:

- 17.1 Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil Commotion, terrorism, sabotage, fire, explosion, criminal damage or lockdown.
- 17.2 Act of God, including, lighting, cyclone, typhoon, flood, tidal waves, earthquake, landslide, epidemic or similar cataclysmic event.
- 17.3 Non-granting of open access by RLDCs/SLDC due to corridor constraints.
- 17.4 Islanded operation of Tata Power/Mumbai system from rest of grid.

Where a non-performing party is unable to perform its obligations under the above reasons of Force Majeure, the non-performing party shall notify the other party within five days of the above occurrence of Force Majeure, identifying the nature of the event or circumstances

of Force Majeure, the expected duration of such Force Majeure for which such obligations are expected to be affected.

18 BOOKING OF TRANSMISSION CORRIDORS

- 18.1 The successful bidder(s) shall apply for booking of the open access transmission Corridor to nodal RLDC / SLDC in line with applicable short-term open access Regulations in place. Successful bidder 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 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).
- 18.2 The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.
- 18.3 The successful bidder(s) shall have to book the transmission corridor after making advance payment in full to the Nodal RLDC / SLDC. The open access booking charges, if any, payable by Tata Power-D shall be reimbursed to the successful bidder(s).
- 18.4 In case Tata Power-D surrenders the already booked Open Access corridor, Tata Power-D shall bear the Open Access Charges, for such surrender of booked corridor as per the prevailing open access regulations.
- 18.5 In case if the transmission corridor booked on advance reservation basis, is surrendered / cancelled by the trader / seller, then all the transmission charges will be borne by Trader / Seller.
- 18.6 As of now, Tata Power-D doesn't have any interstate LTOA/MTOA contract.

19. BILLING

- a) **Inter-State Power** – For the supply of power during the offered period, the Seller / Trader will be raising monthly bills on provisional basis. Seller / Trader may raise provisional monthly energy bill based on daily implemented schedule issued by WRLDC. The final bill will be raised based on REA for Inter- state power.

- b) **Intra-State Power** – If FBSM is applicable, Seller / Trader may raise provisional Monthly bills for **70 %** of the implemented schedule for Tata Power-D, under F & S regulation, on MSLDC REMC site. The final bill will be raised, based on actual energy injected at the delivery point with certified generation credit notes issued by MSEDCL / Relevant Entity & suitable adjustment will be made for the difference in actual bill and the provisional bill.

If DSM is applicable, Seller / Trader may raise provisional Monthly bills for the implemented schedule for Tata Power-D, under F & S regulation, on MSLDC REMC site. Suitable adjustments will be made if there is any difference in scheduled and credited energy to Tata Power-D, as per DSM bill for the period and DSM/F&S regulation issued by MERC applicable from time to time.

20. PAYMENT

- 20.1 **Energy Bill:** Tata Power-D shall make payment in the seller's bank account by cheque / electronic transfer or any other mutually acceptable mode of payment within thirty (30) Days (herein after referred as Due date) from the date of submission of the correct energy bills. In the event of the Due date of payment being a Bank / Tata Power-D holiday, the next working day shall be considered as the Due date of payment.
- 20.2 **Open Access Bill:** The due date for payment of Open Access bill is Seven (7) days from the date of receipt of the bill. In the event of the Due date of payment being a Bank / Tata Power-D holiday, the next working day shall be considered as the Due date of payment. Any Open Access charges refunded on account of surrendering the transmission corridor shall be refunded to Tata Power-D.

The certificate confirming the renewable status of the power from the appropriate authority should be furnished by the supplier. Payment of the bills at quoted price shall be subject to the submission of the certificate.

21. REBATE ON PAYMENT

- 21.1 Tata Power-D will be eligible to avail 2% rebate on each energy bill amount raised by the seller if the payment is made within seven (7) days on the receipt of correct energy bill. In the event of Due date for applicability of rebate being a Bank holiday / Tata Power holiday, the next working day shall be considered as due date of payment with applicable rebate.

21.2 No rebate shall be applicable on payment of Open Access Bills.

22. LATE PAYMENT SURCHARGE

A late payment surcharge shall be applicable @ 15 % per annum on all the energy payment remaining outstanding for a period beyond 30 days from the date of receipt of correct bill by email / hard copy. This surcharge would be calculated on a day-to-day basis for each day of the delay. Any disputes raised by Tata Power-D on the energy bills shall not be treated as outstanding.

23. PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY

23.1 Both the parties would ensure that actual scheduling/credited energy does not deviate by more than 15% of the contracted energy (as per Annexure-3) as per the approved open access on monthly basis.

23.2 Without prejudice to provision of force majeure, in case deviation from Seller side is more than 15% of the contracted energy (as per Annexure-3), Seller shall pay compensation to TPC-D at 20% of tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract. Shortfall quantum shall be calculated on monthly basis.

23.3 On the other hand, In case deviation from TPC-D side is more than 15% of contracted energy (as per Annexure-3), TPC-D shall pay compensation to seller at 20% of tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract. Shortfall quantum shall be calculated on monthly basis.

Seller must apply for open access for full contracted capacity. If seller does not apply for open access for full contracted capacity, then this would be treated as default in supply of power by seller and compensation provisions shall apply.

24. COMMUNICATION

25.1 All parties shall rely upon written communication only.

25.2 The Bid submitted by the Bidder and all correspondences and documents relating to the bid shall be in English Language only.

25.3 Tata Power-D reserves the right to ask for the additional information from the Bidder through e-mail / fax only.

25. GOVERNING LAW

All matters arising out of or in conjunction with the Bid Document and / or the bidding process shall be governed by and construed in accordance with Indian law and the High Court of Mumbai shall have exclusive jurisdiction.

26. CHANGE IN LAW

Since the tender is invited for short term, at firm price, any variation in price due to any reason whatsoever, including change in Law, will not be applicable.

27. MODIFICATION SUCH AS ADDITION / DELETION

27.1 Tata Power-D reserves the right to modify any part of the Bid Document by issuing one or more amendments prior to the last date of submission of the bid ("Amendment"). Any Amendment shall form part of the Bid Document and shall be binding on bidders.

27.2 After receipt and further acceptance of Letter of Intent from Tata Power-D, the Seller / Trader has to stick on to the contracted quantum of power for delivery. Any revision in contracted quantum by the Seller / Trader will not be accepted. There will be no liability on payment for Tata Power-D to pay for the excess energy (more than contracted as per Annexure-3) supplied by the Seller on its own accord i.e. without informing Tata Power-D.

28. DISCLAIMER

Neither Tata Power-D nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of Tata Power-D or its employees. For the avoidance of doubt, it is expressly clarified that this Bid Document is an offer to bid and its subject to the award of Lol by Tata Power-D and acceptance of the Lol by the selected bidder will be construed as acceptance of terms and Conditions.

29. DISPUTE RESOLUTION

All differences or disputes between the parties arising out of or in connection with these presents save any question or matter of dispute which falls within the scope and purview of the statutory arbitration under the provisions of the Electricity Act, 2003 as amended from time to time and as per the provisions of the Arbitration and conciliation Act, 1996. Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under this agreement. In any event Tata Power-D shall not be responsible for any dispute between the Bidder (In case of bidder being Trading Licensee) and the Generator.

Annexure-1

BIDDERS COMPANY DATA:

- 1.** Name of the Organization:
- 2.** Name of the Contact Person:
- 3.** Email Address:
- 4.** Postal Address:
- 5.** Telephone Number:
- 6.** Fax Number:
- 7.** Mobile Number of the contact Person:
- 8.** Inter/Intra state Trading license (Scanned copy enclosed)
 - 8.1** Category of Trading License:
 - 8.2** Validity:
- 9.** Lol of each Source (Scanned Copy enclosed)
- 10.** Complete details of any suit pending against/filed by Bidder in CERC / State Regulatory Commissions / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- 11.** Other Information, if any.
- 12.** CoD of plant:
- 13.** Registered for REC (Y/N):

Annexure-2

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD & CPG

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

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 Event No. _____ 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 Tata Power Company Ltd (hereinafter referred to as "Procurer") forthwith on demand in writing from

Tata Power Company Ltd 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 _____ 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 _____ (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 _____

Annexure-3

Declared Generation

Month	Plant Location	MW Offered	MUs Offered
October-21			
November-21			
December-21			
January-22			
February-22			
March-22			
April-22			
May-22			
June-22			
July-22			
August-22			
September-22			
(Total MUs)			

Company Seal & Signature