

**PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH
TARIFF BASED COMPETITIVE BIDDING PROCESS WITH GREENSHOE OPTION
TATA POWER COMPANY LTD
[TPC-D - DISTRIBUTION LICENSEE IN MUMBAI]
INVITATION FOR BIDS
[Event No - PP- 02 / Tata Power/ FY22]**

S. No.	Event	Time
1.	Date of publication of bid document / activation of event	17.09.2021 at 19:00 hrs
2.	Submission of Bid (online digitally signed non-financial technical bid & IPOs)	24.09.2021 on or before 1600 hrs.
3.	Opening of non-financial technical Bids	24.09.2021 on or before 1700 hrs.
4.	Opening of IPOs	25.09.2021 at 1100 hrs.
5.	Start of eRA	25.09.2021 at 1300 hrs.

Bids to be submitted through	DEEP e Bidding portal - www.mstcecommerce.com
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 - 400 074.</p>

1. INTRODUCTION AND BACKGROUND

The Tata Power Co Ltd, herein after referred to as Tata Power, a Company incorporated under the Companies Act, 1956/2013 and Distribution Licensee as per provision of the Electricity Act, 2003 (Act) is inviting electronic bids for procurement of power under Short Term arrangement (firm power) for the period as mentioned in the Table in section-3. 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 30 March 2016 and as amended from time to time.

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 Rs.500 per MW per requisition for the total capacity sought for that particular requisition for which a Bidder is willing to bid to PFC Consulting Limited. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3. QUANTUM OF POWER

Tata Power invites bid through e-tender for purchase of power on firm basis as mentioned in the table below, under Short Term open Access (STOA) arrangement. The Bidder(s) shall be capable of supplying power to Tata Power, at delivery point for the period as offered with effect from for the period as mentioned in the Table.

Req. No.	Period	Timings (Hrs.)	Requisitioned Quantity (MW)	Minimum Bid Quantity (MW)	Greenshoe Quantity (MW)	Delivery point
1	1 st October 2021 to 31 st October 2021	0000 to 2400 (RTC)	75	25	25	Maharashtra STU Periphery
2	15 th November 2021 to 30 th November 2021	0000 to 2400 (RTC)	75	25	25	Maharashtra STU Periphery
3	1 st December 2021 to 15 th December 2021	0000 to 2400 (RTC)	50	25	25	Maharashtra STU Periphery

3.1 Capacity Allocation Under Greenshoe Option

- After shortlisting the Projects up to the requisitioned quantity (MW) as specified in above clause 3 table, TPC-D at its own discretion may procure additional indicated quantum under Greenshoe option for the corresponding periods.
- TPC-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 TPC-D's discretion.

DELIVERY POINT:

- a) **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.
- b) **Intra-state generators:** The delivery point shall be the point of interconnection of the generator with STU system of Maharashtra.

4. QUALIFICATION CRITERIA

The qualifying requirements for a bidder to bid for this tender are as follows:

- i. 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.

Provided that Intra-state generators which are not registered on MSLDC DSM portal and not a State Pool Participant, are not eligible to bid.
- ii. The bidder must quote not less than Minimum Bid Quantity, as mentioned in table above, from single source of generation.
- iii. The quantum of power offered by the bidder shall be firm power for the mentioned duration.
- iv. If Bidder is a Trader, it should submit a copy of valid Category License or equivalent Trading License issued by Appropriate Commission.
- v. If Bidder is a Trader, it should submit a copy executed a power purchase agreement or an equivalent arrangement for supply of power.
- vi. Board resolution/Authorization for signing the bid document.

5. TARIFF STRUCTURE

- 5.1. 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 & any other applicable charges. Tariffs shall be designated in Indian Rupees only. The Delivery Point shall be the as mentioned above in the Clause-(3).
- 5.2. 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.
- 5.3. In case of reduction or cancellation of approved open access, the defaulting party will bear all open access charges thereof.
- 5.4. If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders. The Supply from alternate source(s) if any, would be at the same tariff at which supplier has contracted power with Tata Power. Any additional liability in supply of power from alternate source(s) shall be borne by the Bidder.
- 5.5. The tariff should be constant and there shall be no escalation during the contractual period.
- 5.6. The successful bidder is responsible for the arrangement of open access to supply the power at delivery point after making necessary advance payments. Any liability on account of open access or any clarification on open access up to the delivery point will not come under purview of Tata Power.
- 5.7. As of now, Tata Power-D doesn't have any inter-state LTOA/MTOA contract.

6. SCHEDULING

- 6.1. The scheduling and dispatch of the power shall be coordinated with the respective RLDCs/SLDCs as per the relevant provisions of IEGC and framework of ABT and the decisions of RLDCs/SLDCs and RPCs. The power shall be scheduled and dispatched as per the relevant provisions of CERC Regulations amended from time to time.

6.2. Tata Power shall have the right to surrender / cancel open access at any time due to any unforeseen circumstances. Bidder shall have to respond immediately on request from Tata Power and arrange to surrender / cancel open access.

7. BIDDING PROCESS

7.1. Tata Power has issued an RfP for procurement of power on short term basis as per the details mentioned in point-(3) above and the RfP has been uploaded on the DEEP e-Bidding portal www.mstcecommerce.com.

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

7.2.1. The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on 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 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-

7.2.2. The original EMD needs to be submitted before the opening of the Non-Financial Technical Bid.

7.2.3. 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 issue of Letter of Intent (LoI) by Tata Power.
- c. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

7.2.4. The EMD shall be refunded / returned to the unsuccessful Bidders within 15 days of expiry of Bid validity period.

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

- 7.2.6. Claim expiry of EMD should be 30 days after e-reverse auction.
- 7.2.7. No interest shall be paid on the Earnest Money Deposit.
- 7.2.8. The Bank Account particulars of TPC-D are as follows:

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

7.3. BID SUBMISSION

- 7.3.1. Tenders are to be submitted online through the DEEP e-Bidding portal www.mstcecommerce.com. All the documents uploaded by the Tata Power form an integral part of the contract. Bidders are required to upload all the documents as asked for 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.
- 7.3.2. The Bidder has to logon DEEP e-Bidding portal www.mstcecommerce.com using Digital Signature Certificate.
- 7.3.3. 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.
- 7.3.4. 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 source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.
- 7.3.5. 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 Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation,

information about the sources from which the Bidder shall supply the power, valid Trading license from appropriate Commission (in case of trader), Copy of the authorization received from the Generator (in case of trader) & Board resolution/Authorization for signing the Bid document. 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.

7.3.6. 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.

8. VALIDITY OF TENDER AND OFFER

The offer against tender should remain valid for a period of 30 (Thirty) days from the day of e-reverse auction.

9. CONDITIONAL AND INCOMPLETE TENDER

Conditional and incomplete tenders are liable to rejection.

10. OPENING AND EVALUATION OF BID

9.1 Technical proposals for those tenders whose original copies of DD/BC/BG towards EMD and who have deposited the E-Bidding Fee have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.

9.2 Tata Power 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 schedule in the given timetable.

9.3 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.

9.4 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.

10 ELIMINATION OF BIDDERS

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

10.1 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.

- 10.2 The Elimination process will be done for each of the requisition separately. One event may have more than one requisition.

11 E - REVERSE AUCTION (e-RA)

- 11.1 The shortlisted Bidder after elimination will be intimated individually by system generated emails only.
- 11.2 The Reverse auction shall 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.

- 11.3 During the 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. During the Reverse Auction, the prevailing Lowest Tariff would be visible to all the Bidders.
- 11.4 The Bidders will have the option to increase the quantum of power up to corresponding to the value of EMD submitted along with IPO but decrease the Tariff during the e-Reverse Auction process.

12 ISSUANCE OF LETTER OF INTENT (LOI)

- 12.1 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 would be the Successful Bidder(s).

- 12.2 Tata Power shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met. If Tata Power decides to procure additional power under green shoe option, process as explained in 3.1 shall be followed.
- 12.3 Tata Power shall have the right to issue Letter of Intent (LOI) to the Successful Bidder(s) in the same order to fulfill its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Tata Power rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case Tata Power fails to issue the LOI within a period of 30 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- 12.4 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.
- 12.5 In case the LOI is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process, the EMD/CPG shall be forfeited as the case may be.
- 12.6 After selection, a Letter of Intent (the "LOI") shall be issued by Tata Power to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOI in acknowledgement thereof. For the month of October-21, signed duplicate copy of LOI to be submitted within three days from the date of issue of Letter of Intent. For November & December-21, signed duplicate copy of LOI to be submitted within seven days from the date of issue of Letter of Intent No separate PPA shall be signed. 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 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.

13 TATA POWER'S RIGHT TO ACCEPT / REJECT THE BID:

This Bid document may be withdrawn or cancelled by Tata Power at any time without assigning any reasons thereof. Tata Power 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 reserves the right to enter into letter of agreement with one or more of the bidders. The

Entire Bidding Process is subject to approval of Maharashtra Electricity Regulatory Commission.

14 CONTRACT PERFORMANCE GUARANTEE (CPG)

- 14.1 The Successful Bidder(s) for the month of October shall furnish CPG within 3 days from the date of issue of Letter of Intent. Successful bidder(S) for November & December-21 shall furnish CPG within 7 day from the date of issue of Letter of Intent. The CPG shall be an amount calculated at Rs. 2 Lac per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- 14.2 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 1 month after the expiry of contract period.
- 14.3 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
- 14.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG would be released within 30 days after completion of Contract Period.

15 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:

- 15.1 Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil Commotion, terrorism, sabotage, fire, explosion, criminal damage or lockdown.
- 15.2 Act of God, including lighting, cyclone, typhoon, flood, tidal waves, earthquake, landslide, epidemic, pandemic or similar cataclysmic event.
- 15.3 Non-granting of open access by RLDCs/SLDC due to corridor constraints.
- 15.4 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.

16 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.

17 BILLING CYCLE

- 17.1 For the supply of power during a calendar month, the seller will be raising weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hrs. of 1st, 9th, 16th and 24th day of the month to 24:00 hrs. of 8th, 15th, 23rd and last day of the month respectively.
- 17.2 Seller may raise provisional weekly energy bill based on daily schedule issued by concerned RLDC / SLDC. The final bill will be issued based on REA for Inter- state power and based on FBSM / DSM bill, issued by SLDC for Intra-state power and suitable adjustments will be made for difference in actual bill and the provisional bill.

18 PAYMENT

- 18.1 **Energy Bill:** Tata Power 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 weekly energy bills. In the event of the Due date of payment being a Bank / Tata Power holiday, the next working day shall be considered as the Due date of payment. In case of timely payment by Tata Power, adjustment for the admissible

rebate as per the clause described in point-(19), shall be made while making the payment against the energy bills.

- 18.2 **Open Access Bill:** The due date for payment of Open Access bill is Seven (7) days from the date of receipt of the bill (excluding billing date). In the event of the Due date of payment being a Bank / Tata Power 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.

19 REBATE ON PAYMENT

- 19.1 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 (excluding billing date) 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.

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

20 LATE PAYMENT SURCHARGES

- 20.1 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 bill by fax/email. The surcharge shall be calculated on day to day basis.

- 20.2 A late payment surcharge shall be applicable @ 15 % per annum on all the Open Access payment remaining outstanding for a period beyond Due date. The surcharge shall be calculated on day to day basis.

21 PAYMENT OF LIQUIDATED DAMAGES / COMPENSATION FOR FAILURE TO SUPPLY / OFF-TAKE THE INSTRUCTED CAPACITY

- 21.1 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 or actual period (If period is less than a month).

- 21.2 In case deviation from Seller side is more than 15% of contracted energy for which open access has been approved on monthly basis or actual period (If period is less than a month), Seller shall pay compensation to TPC-D at 20% of tariff per kWh for the quantum of energy shortfall in excess of permitted deviation of 15% in the energy supplied.

21.3 In case deviation from Tata Power side is more than 15% of contracted energy for which open access has been approved on monthly basis or actual period (If period is less than a month), Tata Power shall pay compensation at 20% of tariff per kWh for the quantum of energy shortfall in excess of permitted deviation of 15% in the energy supplied.

22 MODIFICATION SUCH AS ADDITION / DELETION:

22.1 Tata Power 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.

22.2 After receipt and further acceptance of Letter of Intent from Tata Power, the Seller has to stick on to the contracted quantum of power for delivery. Any revision in contracted quantum by the Seller will not be accepted. There will be no liability on payment for Tata Power to pay the excess energy supplied by the Seller on its own accord.

23 COMMUNICATION

23.1 All parties shall rely of written communication only.

23.2 The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.

23.3 Tata Power reserves the right to ask for the additional information from the bidder through e-mail/fax. The e-mail id pscc@tatapower.com & vvrane@tatapower.com will be used.

24 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.

25 DISCLAIMER

Neither Tata Power 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 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 LOI by Tata Power and acceptance of the LOI by the selected bidder will be construed as acceptance of terms and Conditions.

26 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 shall not be responsible for any dispute between the Bidder (In case of bidder being Trading Licensee) and the Generator.

Annexure-1

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 _____