Bidding Document for Procurement of 200 MW Dispatchable Hydro Power For 30 years Through e-Tender and e-Reverse Auction Tender Specification no: TPCD/PP/FY27/01

Issued by:

The Tata Power Company Limited
(Tata Power-D)
Power System Control Centre, Station-A,
1st Floor, Tata Power Co. Ltd.
Trombay Thermal Power Station,
Chembur-Mahul Mumbai-400074

Date of issue:

30th July 2026

DISCLAIMER

The information contained in this document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Utility or any of its employees or advisors, is provided to Generating Company participating herein on its own or through a Trading Licensee (the **"Bidder(s)"**) on the terms and conditions set out here and such other terms and conditions subject to which such information is provided (the **"Bidding Document").**

This Bidding Document is not an agreement and is neither an offer by the Utility to the prospective Bidders or any other person. The purpose of this Bidding Document is to provide interested parties with information that may be useful to them in the formulation of their application (the "**Application**") and financial bids at e-Tender and e-Reverse Auction Stage (the "**Bid**") for qualification and selection pursuant to the Bidding Document.

This Bidding Document includes statements, which reflect various assumptions and assessments arrived at by the Utility in relation to the Supply of dispatchable Electricity. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for the Utility, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bidding Document. The assumptions, assessments, statements and information contained in this Bidding Document may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bidding Document and obtain independent advice from appropriate sources.

Information provided in this Bidding Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Utility accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Utility, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bidding Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Document and any assessment, assumption, statement or information contained therein or deemed to form part of this

Bidding Document or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.

The Utility also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bidding Document. The Utility may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions containedin this Bidding Document.

The issue of this Bidding Document does not imply that the Utility is bound to select and short-list pre-qualified Applications for opening of the Bids or to appoint the selected Bidder or Supplier, as the case may be, for the Project and the Utility reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application and Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Utility or any other costs incurred in connection with or relating to its Application and Bid. All such costs and expenses will remain with the Bidder and the Utility shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Application and Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Applicant	As defined in Clause 1.2.3
Application	As defined in the Disclaimer
Bid Due Date	As defined in Clause 1.1.7
Bids	As defined in the Disclaimer
Bid Security	As defined in Clause 1.2.5
Bidder(s)	As defined in the Disclaimer
Bidding Documents	As defined in the Disclaimer
Bidding Process	As defined in Clause 1.2.2
Developer	Shall mean the owner and operator of the Power Station from which the supplier shall Supply dispatchable Electricity to the Utility;
Dispatchable Contracted Capacity	Shall means the quantum of capacity, expressed in MW, of the Power Station contractually allocated for supply to the Tata Power-D under HPPA.
Dispatchable Contracted Supply	Shall means the quantum of electrical energy, expressed in MU, for a given month, corresponding to the monthly Design Energy approved by the Central Electricity Authority.
Dispatchable Electricity	means the electrical energy generated from the Project and supplied by the Supplier in accordance with HPPA.
e-Reverse Auction Stage	As defined in Clause 1.2.6
Eligible Projects	As defined in Clause 2.2.2 (A)
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of India/State
LOA	Letter of Award
Lowest Bidder	As defined in Clause 1.2.14
Net Worth	As defined in Clause 2.2.3 (ii)
Power Station	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.2.3
Qualified Bidder	As defined in Clause 1.1.3
Re. or Rs. or INR	Indian Rupee
Selected Bidder	As defined in Clause 4.1
Supply of Electricity	As defined in Clause 1.1.1
Supplier	As defined in Clause 1.1.4
Tariff	As defined in Clause 1.2.23
Technical Capacity	As defined in Clause 2.2.2 (A)
Trading Licensee(s)	shall mean the Bidder which is an Electricity Trader or a Distribution Licensee in terms of the Electricity Act, 2003 and submits its Application on the basis of an exclusive power purchase agreement executed with the entity with identified generation source from where the power is proposed to be supplied by the Bidder.
Utility	As defined in Clause 1.1.1

The words and expressions beginning with capital letters and defined in the Bidding Document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

1. INTRODUCTION

1.1 Background

1.1.1. Tata Power Company Limited (hereinafter referred to as the "**Utility**" or "**Tata Power-D**") is a licensed electricity distribution company and a part of Tata Power Company Limited. Tata Power-D is a company incorporated under the Companies Act, 1956 and engaged in the business of distribution of electricity within its licensed area in Mumbai City and suburbs and MBMC.

Tata Power-D intends to procure up to 200 MW of dispatchable hydro power electricity ("**Requisitioned Capacity**") from "commissioned/ under construction/to be constructed" hydro power generating station(s) having reservoir, pondage, and located in India or neighboring country (the "**Power Station**"). In case of already commissioned Hydro Project, the same shall be commissioned after March 2024. The RfS and draft HPPA document is available for download from the ISN - ETS portal (https://www.bharat-electronictender.com) and Tata Power-D's website (www.tatapower.com).

The selected Bidder shall be required to dedicate the contracted capacity for supply of electricity on a dispatchable basis for a period of 30 years. The procurement shall be undertaken through PPP, BOLT, BOO, BOOT, BOT, DBFOO model during specified period and time (the "**Supply of Electricity**" or "**Supply**") and has, therefore, decided to carry out the bidding process for selection of the Bidder to whom the contract may be awarded for the generation and dispatchable hydro power, electricity and/ or supply thereof as per the terms and conditions specified in the Bidding Document and in accordance with the provisions of a Hydro Power Purchase Agreement for procurement of power (the "**Hydro Power Purchase Agreement**" **or the** "**HPPA**") to be executed hereinafter.

The selected Bidder also has to communicate the daily availability of dispatchable contracted capacity to Tata Power-D, based on which Tata Power-D shall schedule the Dispatchable Supply as per its requirements. For each month from May to October, the Supplier shall ensure that while communicating the daily availability, contracted capacity is available for period of minimum four hours (any four hours out of 24 hours) on daily basis as communicated by Tata Power-D by 09:00 hours of previous day. The selected Bidder has to supply dispatchable hydro power electricity in accordance with scheduling instructions and dispatch requirements as specified by Tata Power-D on a daily basis.

a) Particulars of the Event for Supply of dispatchable Electricity from 01-05-2032 are as follows:

Requisition No.	Month of Supply	Year of Supply	Capacity Required (in MW)	Timings (Hrs.)	Minimum Bid Capacity (in MW)	Delivery Point
1.	May to April	May 2032 onwards for 30 years	Up to 200 MW	The selected Bidder has to supply dispatchable hydro power electricity in accordance with scheduling instructions and dispatch requirements as specified by Tata Power-D on a daily basis. For each month from May to October, the Supplier has to ensure that the while communicating the daily availability, contracted capacity is available for period of minimum four hours on daily basis as communicated by Tata Power-D by 09:00 hours of previous day.	100	For locations of plants outside Maharashtra a. Power Station located in India: Point where Supply of power from the Power Station is injected into the ISTS sub-station- CTU Periphery b. Power Station located outside India: Point where Cross Border Transmission Link / Line (“**CBTL**”) is connected to Indian Grid and is used for purpose of energy accounting by RLDC. For the purpose of power station located outside India, the Indian Grid shall mean the Inter-State Transmission System (ISTS) or Intra-State Transmission System (In-STS) or both as the case may be. For locations of Plants inside Maharashtra - Intra State Transmission System (InSTS) of Maharashtra

Note: - Bidders shall ensure that at least 90% of the quoted design energy, corresponding to the supply period and as per the dispatch instruction of Tata Power-D, is mandatorily supplied to Tata Power-D during each accounting year. Any shortfall in meeting this requirement shall attract penalties in accordance with the provisions of the Bidding Document.

"**Design Energy**" shall mean design energy as approved by the Central Electricity Authority (CEA) for domestic hydro projects, or design energy as approved by the Competent Authority (in case of cross border projects) from time to time.

In case of a Power Station located outside India, the "**Competent Authority**" shall mean the government of the relevant foreign state or its instrumentalities responsible for formulating/ prescribing standards for hydro power stations.

b) Transmission charges/losses of CTU and STU beyond Delivery Point as applicable, are to be borne by Utility. However, arranging necessary permission required under applicable laws for injecting dispatchable Supply of Electricity into the grid / Indian Grid (CTU interconnection point) shall be the responsibility of Bidder. Utility shall arrange necessary information required for making such GNA / T-GNA with CTUIL / Grid India for offtake of power beyond the Delivery Point. In case of T-GNA application, Bidder (if Trading Licensee) shall be responsible for submitting the T-GNA application. In case bidder is a Developer, Utility shall be responsible for submitting the T-GNA application.

1.1.2. Additional Conditions for power stations located outside India

Notwithstanding anything to the contrary contained in the bidding documents, in the event the Power Station is located outside India, the following shall also be applicable:

a) The dispatchable supply of electricity from the Power Station shall be done through an Indian Trading Licensee, as per the CERC (Cross Border Trade of Electricity) Regulations, 2019 and amendments/replacement thereof ("**CBTE Regulations**"). It is clarified that participation in the bidding process shall only be through a Trading Licensee.

b) Trading Licensee shall seek approval from the 'Designated Authority' as provided under the CBTE Regulations ("**Designated Authority**"), to import electricity from the Power Station located outside India, to Indian periphery for dispatchable onward sale to Utility, as per CBTE Regulations read with Procedure for approval and facilitating Import/Export (Cross Border of Electricity) by the Designated Authority issued by Central Electricity Authority on 25.02.2021 and amendments/replacement thereof ("**CBTE Procedure**").

c) Trading Licensee shall seek the Long-Term Open Access ("**LTOA**") or GNA/connectivity for Injection, upto the Delivery Point i.e., point where CBTL is connected to Indian Grid, as per CERC (Connectivity and General Network Access to the inter-State Transmission System)

Regulations, 2022 and amendments/replacement thereof ("**GNA Regulations**") read with CBTE Regulations.

d) The Bidder shall seek all necessary approvals, permissions etc. as may be required from the Designated Authority or otherwise to import dispatchable electricity from the Power Station, located outside India, as per CBTE Regulations read with CBTE Procedure, at its own cost and expense.

e) The Bidder shall seek LTOA or GNA or connectivity for Injection, as per CBTE Regulations/applicable regulation, read with GNA Regulations.

f) In case Bidder seeks to supply dispatchable electricity through a dedicated transmission system to Indian Grid, the Bidder shall ensure that the generating company located in the neighboring country seeks connectivity as per the CBTE Regulations read with GNA Regulations. The cost for the same shall be borne by the Bidder itself.

g) Bidder shall be liable to pay charges (if any) and provide security as per the CBTE Regulations.

h) The Bidder shall ensure that the generating company located in the neighbouring country shall abide by all the applicable laws with respect to cross-border trade of electricity for seamless dispatchable supply of electricity to Utility at the Delivery Point. In this regard, the Bidder shall provide such documents, evidence as may be required by Utility from time to time.

i) In case the Bidder is unable to provide the necessary permissions, documents and approvals, Utility in its discretion may either extend the time for compliance (with or without conditions) or cancel the LOA issued to such Bidder and/ or terminate the HPPA without incurring any liabilities.

j) In the event, any waiver of transmission charges, is available for cross border projects as per the prevailing regulations issued by the Government of India, it will be the responsibility of the Bidders to check and ensure that such benefit is passed on to Utility.

k) Bidder together with the developer shall be liable for all compliance in relation to Foreign Exchange Management Act, 1999 and rules and regulations framed thereunder including for all payments required to be made to the generating company located in the neighboring country. Utility shall be liable to make payments in INR only.

1.1.3. The Utility intends to pre-qualify and short-list suitable bidders (the "**Bidders**") whose Bid shall be opened on the date specified at Clause 1.3 of this Bidding Document and will be eligible for participation in the e-Reverse Auction Stage (the "**Qualified Bidders**"), for awarding the contract through an open competitive bidding process in accordance with the procedure set out herein.

1.1.4. The selected Bidder (the "**Supplier**"/ "**Selected Bidder**") shall be responsible for financing, construction, operation and maintenance of the Power Station, and in case of Supplier being a Trading Licensee, it shall be responsible for dispatchable Supply of Electricity from the Power Station, under and in accordance with the provisions of the HPPA to be entered into between the Supplier/Selected Bidder (which can be a trader) and the Utility in the form provided by the Utility as part of the Bidding Documents pursuant hereto.

1.1.5. The scope of work for Supplier will broadly include generation of hydro power, operation and maintenance of the Power Station and dispatchable Supply of Electricity, and in case of Supplier being a Trading Licensee, the scope of work will be Supply of dispatchable electricity from the Power Station, in accordance with the terms of the HPPA.

1.1.6. All Bidders shall indicate the particulars of the relevant Power Station in the form specified at Annex-V of Appendix-I and at e-Bidding Portal ("**Portal**"). Bidders may bid for the capacity specified in Clause 1.1.1, or a part thereof, not being less than [100 (Hundred) MW] ("**Minimum Bid Capacity**"). The remaining capacity, if any, may be procured by the Utility from other Bidders who are willing to match the lowest Bid.

1.1.7. The Utility shall receive Applications pursuant to this Bidding Document in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Utility, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the "**Bid Due Date**").

1.2 Brief description of Bidding Process:

1.2.1 Utility (Tata Power-D) is using the portal https://www.bharat- electronictender.com (i.e. ETS Portal) for bidding purpose. Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt Ltd to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered and get conversant with the bidding process. The Utility is likely to provide a comparatively short time span for submission of the Bids for the dispatchable Supply of Electricity. The Bidders are, therefore, advised to familiarize themselves also with the terms of the draft HPPA that will govern the structure of the dispatchable Supply of Electricity.

1.2.2 The Utility has adopted a two-stage bidding process (collectively referred to as the "**Bidding Process**") including final evaluation for landed tariff at Delivery Point, for selection of the Bidder for award of the dispatchable Supply of Electricity.

1.2.3 The first stage (the **"e-Tender Stage"**) of the process involves qualification (the **"Qualification"**) of interested parties who submit Application and Bids in accordance with the provisions of this Bidding Document (the "**Applicant**" or the "**Bidder**"). Prior to submission of the Application, the Bidder shall pay to the Utility a sum of Rs. 60,000 (Rupees Sixty thousand only) for every 100MW plus applicable taxes (including GST), as the non-refundable cost of the Bidding Process through NEFT/ RTGS/ IMPS payment in the account mentioned below.

Beneficiary Name: Tata Power Co Ltd
Bank Name: HDFC Bank Ltd
Branch: Fort, Mumbai, Maharashtra 400001
Account Number: 00600110000763
IFSC Code: HDFC0000060

The bidding fee must be transferred in full to the above-mentioned account prior to the submission of any Bid. Bidders shall provide proof of payment along with their bid documents. Bids submitted without the requisite fee deposit or proof thereof shall be considered incomplete and may be rejected at the discretion of the Utility.

1.2.4 The cost of Bidding Process may be determined at the rate of Rs. 60,000 for every 100 MW of capacity to be procured. Thus, the cost of Bidding Process for a project of 200 MW shall be Rs. 120,000.

1.2.5 **Bid Security**

a) In terms of the Bidding Document, an Applicant will be required to deposit, along with its Bid, a bid security of Rs 2,00,000 (Rupees Two lakh) per MW of capacity offered by the Bidder (the "**Bid Security**"), in the form of a bank guarantee or e- bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crore (Rupees One

Thousand Crore Only), in favour of Tata Power Co Ltd in the format at Appendix–III (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred twenty) days from the e-reverse auction Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Utility and the Bidder/Selected Bidder from time to time. In case the Bank Guarantee is issued by a Foreign Bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

b) Bid Security is refundable not later than 210 (Two hundred ten) days after the e-reverse auction date or as may be mutually agreed, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Security under the HPPA.

c) The Bidders will have an option to provide Bid Security in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of Utility and payable at Mumbai (the "**Demand Draft**") or deposited online through NEFT/RTGS/IMPS payment in the account mentioned in Clause 1.2.3 of this Document. The Demand Draft shall be kept valid for a period not less than 180 (One hundred eighty) days from e-reverse auction date by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Utility and the Bidder from time to time. The Utility shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. The bid security shall be required to be kept valid until the Performance Security is being furnished to Utility in accordance with terms hereof and those of LOA/HPPA.

d) In case a Bank Guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the e-reverse auction Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Applicant/ Bidder/ Selected Bidder from time to time. The Application shall be non-responsive and summarily rejected if it is not accompanied by the Bid Security.

e) The Selected Bidder(s) Bid Security will be returned, without any interest, upon the Supplier signing the HPPA and furnishing the Performance Security in accordance with the provisions thereof. The Utility may, at the Selected Bidder(s) option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the HPPA.

f) The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that the Utility will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in the Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder. The Utility shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified herein below.

g) The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Utility under the Bidding Document and/ or under the HPPA, or otherwise, if:

i. a Bidder submits a non-responsive Bid;

ii. a Bidder engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the Bidding Document;

iii. a Bidder withdraws its Bid during the period of Bid validity as specified in the Bidding Document and as extended by mutual consent of the respective Bidder(s) and the Utility;

iv. the Selected Bidder fails within the specified time limit-

a) to sign and return the duplicate copy of Letter of Award (LoA); and/ or

b) to sign the HPPA; and/ or

c) to furnish the Performance Security within the period prescribed thereof in the HPPA; and/ or

d) the Selected Bidder, having signed the HPPA, commits any breach thereof prior to furnishing the Performance Security.

1.2.6 At the end of e-Tender Stage, system will send an email to all qualified Bidders who are eligible to participate in the second tender stage (the **"e- Reverse Auction Stage"**). The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, as per schedule or on the day as intimated by the utility to the eligible bidders.

1.2.7 For the Bidders to participate in e-bidding events, they would have to make necessary payment per MW per requisition (as applicable on the bidding portal) for the total capacity sought by the Utility for which the Bidder is willing to bid plus applicable taxes.

1.2.8 In the e-Tender Stage, the Bidders shall be required to submit their Application and Bid online at the Portal on or before the Bid Due Date.

1.2.9 In the e-Tender Stage, Bidders would be required to furnish all the information specified in the Bidding Document by submitting

(a) Application for qualification in accordance with the eligibility and responsiveness requirement under the Bidding Document and

(b) Bid in accordance with Bidding Document

1.2.10 The Bid shall be valid for a period of not less than 180 days from e-reverse auction. The Bids of only those Qualified Bidders shall be opened on such date as specified under Clause 1.3 of the Bidding Document and shall be invited to participate in e-Reverse Auction Stage, in accordance with the Bidding Document.

1.2.11 In e-Reverse Auction Stage, the lowest Bid (Tariff) received in the e-Tender Stage shall be displayed to the Bidders on the Portal and thereafter any subsequent lowest bid in e-Reverse Auction Stage on a real time basis.

1.2.12 During the e-Reverse Auction Stage, the Bidders will have the option of reducing the Tariff quoted by them at e-Tender Stage in their Bids in decrements of 1 (one) paisa or multiples thereof and/or to increase the quantum quoted by them at e-Tender Stage by 1 MW or multiples thereof.

Provided that any reduction in Tariff quoted by the Bidders, during the e-Reverse Auction Stage, from their initial Tariff quoted during the bid submission shall be accounted for towards reduction in the Fixed Charges and Variable Charges on pro-rata basis.

Illustration:

Sr. No.	Fixed Charges Quoted by Bidder during Bid Submission	Variable Charges Quoted by Bidder during Bid Submission	Tariff Quoted by Bidder during Bid Submission (FC+VC) at the delivery point	Tariff Quoted by Bidder during e-Reverse Auction (FC+VC) at the delivery point	Tariff Quoted by Bidder after -Reverse Auction Net off ISTS component (FC)	Tariff Quoted by Bidder after -Reverse Auction Net off ISTS component (VC)
	(Rs. Per unit)	*(Rs. Per unit)*	*(Rs. Per unit)*	*(Rs. Per unit)*	*(Rs. Per unit)*	*(Rs. Per unit)*
	A	**B**	**C=A+B**	**D**	**E=A*D/C**	**F=B*D/C**
1	5.00	1.00	6.00	5.50	4.58	0.92

1.2.13 The Qualified Bidders in e-Tender Stage will be intimated individually by system generated emails only. The e-Reverse Auction shall start within 120 (One Hundred Twenty) minutes of opening of the Bids and shall continue for a period of next 120 (One Hundred Twenty) minutes with auto extension of 10 (Ten) minutes, as applicable.

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.

1.2.14 At the end of the e-reverse auction, lowest bidder will be identified by the system. The system will check all bids received in e-tender and e-reverse auction and identify the Bidder who has quoted the lowest Tariff therein ("**Lowest Bidder**").

1.2.15 After the completion of e-Reverse Auction, the prevailing lowest Tariff would be visible to all the Bidders ("**Lowest Tariff**") and a time period of 30 minutes shall be given to all the Bidders qualified at e-Tender Stage for matching the Lowest Tariff ("**L-1 Matching**"). The Bidders matching the Lowest Tariff will also be required to give the break-up of the Tariff. The list after completion of L-1 Matching would also include the name, quantum offered and Tariff quoted by those qualified Bidder(s) who have not changed the quantum of electricity and Tariff from e-Tender stage to e-Reverse Auction stage.

1.2.16 The tariff quoted by the bidders during the e-Reverse Auction shall be ranked from the lowest to the highest. In case two or more bidders have offered the same rate then successful bidders shall be decided based on time stamping provided by ISN- ETS portal (https://www.bharat-electronictender.com).

1.2.17 The Bidder with the lowest Tariff i.e. the Lowest Bidder shall be declared as the "**Successful Bidder**" for the quantum of capacity (in MW) offered by such Bidder.

1.2.18 The selection process of the Successful Bidder as mentioned above in Clause 1.2.17 of RFP shall be repeated for all the remaining Qualified Bidders who participated in the e- reverse auction until the entire Requisitioned Capacity is met or until the time when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.

1.2.19 At any step in the process in Clause 1.2.18 of RFP, in case the Requisitioned Capacity has not been achieved and the offered capacity of the Qualified Bidder with the lowest Tariff amongst the remaining Bids is larger than the balance Requisitioned Capacity, only such capacity offered by such Bidder which is equivalent to the balance Requisitioned Capacity shall be considered for selection.

1.2.20 The selection process shall stand completed once the Requisitioned Capacity has been achieved through the summation of the quantum offered by the Successful Bidders or when the balance of the Requisitioned Capacity is less than the Minimum Bid Capacity.

1.2.21 At any step during the selection of Successful Bidder(s) the Utility reserves the right to increase / decrease the Requisitioned Capacity by up to twenty percent (20%) of the quantum indicated in Clause 1.1.1 to achieve the balance Requisitioned Capacity and select the Successful Bidder with the lowest Tariff amongst the remaining Bids. Any increase / decrease in the Requisitioned Capacity exceeding twenty percent (20%) of the quantum in Clause 1.1.1, can be made only with the approval of the State Electricity Regulatory Commission.

1.2.22 As part of the Bidding Document, the Utility will provide a Draft HPPA and other information pertaining/ relevant to the Supply of dispatchable Electricity available with it. During the Bidding Process, Bidders are invited to examine the Bidding Documents in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.

1.2.23 Bids are invited for the dispatchable Supply of Electricity from the Power Station, on the basis of a tariff to be offered by a Bidder for generation and dispatchable Supply of Electricity from the Power Station, in accordance with the terms of the Draft HPPA forming part of this Bidding Document. For the purposes of evaluation hereunder, the Base Fixed Charge (Rs. per kWh) and Base Variable Charge (Rs. per kWh) shall constitute the tariff for the Supply of dispatchable Electricity up to Delivery Point (the "**Tariff**") from the Power Station. HPPA Tariff shall be fixed for the entire duration of HPPA i.e. 30 years.

1.2.24 The Bidder shall quote all inclusive a lumpsum tariff, which shall include the generating cost for supplying dispatchable electricity at the Delivery Point. The lumpsum tariff shall comprise of (a) Base Fixed Charge and (b)Base Variable Charge (in Rs. per kWh).

1.2.25 Based on its Bid as per the provisions of the HPPA, the Tariff shall be paid to the Supplier comprising of

a. Base Variable Charge; and

b. Base Fixed Charge.

1.2.26 The contract period shall be pre-determined and will be indicated in the draft HPPA. The Supply of dispatchable Electricity shall be awarded to the successful Bidder(s) as per Clause 1.2.17 and Clause 1.2.18 above of RFP

1.2.27 The Tariff shall be as per the terms of the HPPA. The Bid shall, therefore, comprise the Base Fixed Charge and the Base Variable Charge and the Bidder(s) selected (Successful Bidder) as per Clause 1.2.17 and Clause 1.2.18 of the RFP shall be the Selected Bidder.

1.2.28 The Supplier/ Selected Bidder shall, in consideration of its investment and services, be entitled to receive a Tariff comprising of Base Fixed Charge and Base Variable Charge.

1.2.29 Further, details of the process for submission of Bid to be followed during the Bidding Process and the terms and conditions applicable thereof have been spelt out in this Bidding Document.

1.2.30 Any queries or request for additional information concerning the Bidding Document shall be submitted in writing by speed post/courier/special messenger and e-mail attaching the queries in Microsoft word file so as to reach the officer designated by the specified date. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: Bidding for 200 MW Hydro Power Purchase Agreement"

1.3 Schedule of Bidding Process

The Utility shall endeavor to adhere to the following schedule:

Sr.No.	Event Description	Date and Time
1.	Date and time of Start of e-Tender Stage	30th July 2026 19:00 Hrs.
2.	Last date and time for receiving queries on RFQ and RFP	20th August 2026 16:00 Hrs.
3.	Pre-Bid Meeting	31st August 2026 15:00 Hrs.
4.	Utility response to queries latest by	09th September 2026
5.	Last date and time of submission e-Tender– Bid Due Date	30th September 2026 15:00 Hrs.
6.	Opening of Application	30th September 2026 16:00 Hrs.
7.	Intimation to Qualified Bidders for opening of their Bids	09th October 2026
8.	Opening of Bids of those Bidders who are short-listed and pre-qualified in the e-Tender Stage.	13th October 2026 at 10:30 Hrs.
9.	Start of e-Reverse Auction	13th October 2026 at 12:30 Hrs.
10.	Close of e-Reverse Auction	[120 minutes from the start of e-Reverse Auction subject to Auto Extension of 10 minutes]
11.	Shortlisting of Successful Bidder	After the closing of e-Reverse Auction
12.	Letter of Award (LOA)	Within 15 days of Hon'ble Maharashtra Electricity Regulatory Commission approval
13.	Validity of Bids	180 days from E-RA Date
14.	Signing of HPPA	Within 10 days of award of LOA
* Timeline may change subject to approval of Hon'ble Commission		

1.4 Pre-Bid Meeting

The date, time and venue of the Pre-Bid Meeting shall be:

Date: 31st August 2026

Time: 15:00 Hrs.

Venue: The Tata Power Company Limited, Power System Control Centre, Station-A, 1st Floor, Tata Power Co. Ltd. Trombay Thermal Power Station, Chembur-Mahul Mumbai-400074

2. INSTRUCTIONS TO APPLICANTS/ BIDDERS

A. GENERAL

2.1 Scope of Application

2.1.1. The Utility wishes to receive Applications for Qualification in order to short-list experienced and capable Bidders for opening of the Bids in the Bidding process.

2.1.2. The Bids of the short-listed Qualified Bidders may be opened subsequently as per the schedule specified in Clause 1.3. of RFP of this Bidding Document.

2.2 Eligibility of Applicants/ Bidders

2.2.1. For determining the eligibility of Applicants/ Bidders for their qualification hereunder, the following shall apply:

(a) The Applicants/ Bidders should be a corporate entity;

(b) The Applicants/ Bidders should be the owner and operator of the Power Station(s) from where dispatchable electricity shall be supplied, or a Trading Licensee in term of the Electricity Act 2003;

(c) In case of Bidder being a Trading Licensee, such Trading Licensee should have executed a power purchase agreement or an arrangement in form of Memorandum of Understanding (MoU) with the Developer for at least the Capacity for which the Application has been made.

(d) the Power Station(s) has access to an assured supply of Fuel (water): and

(e) The Applicants/ Bidders have to submit a document acceptable to Utility to provide proof for useful life of 30 years of Hydro Power Station(s) from which dispatchable electricity is to be supplied as per the HPPA.

(f) In case Bid is submitted from a Project located outside India, it shall be sole responsibility of the Bidder to ensure completion of necessary formalities and arranging all the necessary consents/approvals from concerned agencies of India at its own cost and expense so as to ensure the dispatchable supply to Utility.

(g) The power supplied under this tender should be RCO compliant in accordance with the respective RCO regulations applicable in India including but not limited to Ministry of Power (“**MoP**”) Gazette Notification dated 27 September 2025 or any amendment thereon. For Cross Border Projects, The Bidder shall be solely responsible and shall make efforts (including obtaining and maintaining all requisite approvals, registrations, certifications, and supporting documentation) to ensure that the Project qualifies for and is recognized towards RCO compliance, as per MoP Gazette Notification dated 27 September 2025 or any amendment thereon, and the same shall be passed on to Utility at no additional cost.

2.2.2. To be eligible for qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

(A) **Technical Capacity**: For demonstrating technical capacity and experience (the **“Technical Capacity”**), the Applicant (if not a Trading Licensee) shall own and operate power generating station(s) having an installed capacity at least equivalent to the capacity for which the Applicant is willing to Bid (the “**Eligible Project**”). Bidders shall not be allowed to increase their capacity at e-reverse auction stage greater than for which Technical Capacity has been submitted.

In case the Bidder is a Trading Licensee, the condition under Clause 2.2.2 (A) shall be fulfilled through the Developer.

(B) **Financial Capacity**: The Bidder shall have a minimum Net Worth (the **“Financial Capacity”**) equivalent to Rs. 1 Crore (Rs. one Crore) per MW of the capacity the Applicant is willing to Bid, at the close of the preceding financial year. Applicant shall not be allowed to increase their capacity at e- reverse auction stage greater than for which Financial Capacity has been submitted.

In case the Bidder is a Trading Licensee, the condition under clause 2.2.2 (B) may be either fulfilled jointly or severally by the Trading Licensee and Developer and / or along with their parent company. However, in such cases, the respective parent company shall give an undertaking to the effect as dealt with under Appendix IV of the RFP (“**Parent Company Undertaking**”).

2.2.3. The Applicant shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following[1]:

(i) certificate(s) from statutory auditors of the Applicant or in case the Applicant is a Trading Licensee, then of the Developer, stating the power stations which are owned and operated by the Applicant or the Developer, as the case maybe, as specified in paragraph 2.2.2 (A) above. It is clarified that in case of foreign Developer having Power Station outside India, certificate from the Company Secretary of Foreign Developer); and

(ii) certificate(s) from statutory auditors of the Applicant specifying the net worth of the Applicant, as the case may be, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of calculation of net worth (the "**Net Worth**") shall mean the net worth as per the Companies Act, 2013.

2.2.4. The Applicant/ Bidder should submit a Power of Attorney as per the format at Appendix- II, authorizing the signatory of the Applicant/ Bidder to digitally sign and submit the Application and Bid at e-Tender Stage to submit its revised Bids in e-Reverse Auction Stage.

2.2.5. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid Submission Date, would not be eligible to submit the Bid. In case the Applicant is a Trading Licensee, the entity herein shall be construed as the Trading Licensee as well as the Developer.

2.2.6. An Applicant (and/or Developer, in case the Applicant is a Trading Licensee) should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant and/or the Developer, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.6 is such that it does not reflect:

(a) any malfeasance on its part in relation to such cause or event;

(b) any willful default or patent breach of the material terms of the relevant contract;

(c) any fraud, deceit or misrepresentation in relation to such contract; or

(d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Utility for seeking a waiver from the disqualification hereunder and the Utility may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the Supply of dispatchable Electricity from the Power Station.

2.2.7. The following conditions shall be adhered to while submitting an Application:

(a) Applicant should submit their Application online at Portal only and upload clearly marked and referenced documents/sheets in the e-Tender Stage including submission of hard copies in accordance with the Bidding Document.

(b) The Applicant will also be required to submit physical copies of the uploaded documentation within a five-day period following the successful upload of the digital version to the designated online portal.

(c) Information supplied by a Bidder must apply to the Bidder named in the Application. The Bid of only those Bidders will be opened whose identity and/ or constitution is identical to that at pre-qualification.

(d) In responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below.

2.2.8. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.2.9. Change in Ownership

By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder and/or the Developer (in case of Bidder being a Trading Licensee), whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of selection in accordance with this Bidding Document, the

Bidder shall be deemed to have knowledge of the same and shall be required to inform the Utility forthwith along with all relevant particulars about the same and the Utility may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder(s), as the case may be. In the event such change in control occurs after signing of the HPPA but prior to the Appointed Date of the Project, it would, notwithstanding, anything to the contrary contained in the HPPA, be deemed to be a breach of the HPPA, and the same shall be liable to be terminated without the Utility being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the HPPA, the Utility shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Utility under the Bidding Documents and/or the HPPA.

2.3 Number of Applications and costs thereof

2.3.1. No Applicant shall submit more than one Application for the same Power Station.

2.3.2. The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process(including the e-Reverse Auction Stage). The Utility will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4 Verification of information

2.4.1. Applicants are encouraged to submit their respective Applications after familiarizing themselves with the information and assessing physical conditions of the Power Station, including the transmission capacity, transmission systems, applicable laws and regulations, and any other matter considered relevant by them for ensuring dispatchable supply of electricity from the Power Station.

2.5 Acknowledgement by Applicant

2.5.1. It shall be deemed that by submitting the Application, the Applicant has:

(a) made a complete and careful examination of the Bidding Document;

(b) received all relevant information requested from the Utility;

(c) accepted the risk of inadequacy, error or mistake in the information provided in this Bidding Document or furnished by or on behalf of the Utility relating to any of the matters referred to provisions of the Bidding Document;

(d) satisfied itself about all matters, things and information including matters referred to in this Clause 2.5.1 hereinabove necessary and required for;

(e) submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder, including those pertaining to the dispatchable supply of electricity from the Power Station;

(f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Utility, or a ground for termination of the HPPA by the Supplier; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2. The Utility shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this document or the Bidding Process, including any error or mistake therein or in any information or data given by the Utility.

2.6 Right to accept or reject any or all Applications/ Bids

2.6.1. Notwithstanding anything contained in this Bidding Document, the Utility reserves the right to accept or reject any Application and to cancel/modify/annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Utility rejects or annuls all the Bids, it may, in its discretion, invite all Qualified Bidders to submit fresh Bids hereunder.

2.6.2. The Utility reserves the right to reject any Application and/ or Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Applicant/Bidder does not provide, within the time specified by the Utility, the supplemental information sought by the Utility for evaluation of the Application.

If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Utility reserves the right to:

(a) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with this Bidding Document.

(b) take any such measure as may be deemed fit in the sole discretion of the Utility, including annulment of the Bidding Process.

2.6.3. In case it is found during the evaluation or at any time before signing of the HPPA or after its execution and during the period of subsistence thereof, including the contract thereby granted by the Utility, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LOA or entering into of the HPPA, and if the Successful Bidder has already been issued the LOA or has entered into the HPPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Bidding Document, be liable to be terminated, by a communication in writing by the Utility to the Successful Bidder/ Applicant, without the Utility being liable in any manner whatsoever to such Successful Bidder/ Applicant and/or without prejudice to any other right or remedy which the Utility may have under the Bidding Documents, the HPPA or under applicable law including but not limited to the right of the Utility to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages.

2.6.4. The Utility reserves the right to verify all statements, information and documents submitted by the Applicant/ Bidder in response to the Bidding Document. Any such verification or lack of such verification by the Utility shall not relieve the Applicant/ Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Utility thereunder.

2.7 Contents of the Bidding Document

The Bidding Document comprises the Glossary; Disclaimer set forth hereinabove,the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Qualification

Section 1. Introduction

Section 2. Instructions to Applicants/ Bidders

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Pre Application Conference

Section 6. Miscellaneous

Appendices

I. Letter comprising the Application

II. Power of Attorney for signing of Application

III. List of Application-specific Provisions

IV. Parent Company Undertaking

2.8 Clarifications

2.8.1. Applicants/ Bidders requiring any clarification on the Bidding Document may notify the Utility in writing by speed post/courier and by e-mail attaching the queries in Microsoft word file in accordance with the Bidding Document. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3 of the Bidding Document. The Utility shall endeavor to respond to the queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail or online at the Portal. The Utility will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries or upload all the queries and its responses on the Portal.

2.8.2. The Utility shall endeavor to respond to the questions raised or clarifications sought by the Applicants/ Bidders. However, the Utility reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Utility to respond to any question or to provide any clarification.

2.8.3. The Utility may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants/ Bidders. All clarifications and interpretations issued by the Utility shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by Utility or its employees or representatives shall not in any way or manner be binding on the Utility.

2.9 Amendment of Bidding Documents

2.9.1. At any time prior to the deadline for submission of Application, the Utility may for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bidding Document by the issuance of Addenda/ addendum.

2.9.2. Any Addendum issued hereunder will be in writing and will be available at the Portal. The Applicants are advised to check the Portal for any amendments or notifications.

2.9.3. In order to afford the Applicant a reasonable time for taking an Addendum into account, or for any other reason, the Utility may, in its sole discretion, extend the Bid Due Date and call upon the Bidders to extend the Bid Validity accordingly.

B. PREPARATION AND SUBMISSION OF APPLICATION

2.10 Language

2.10.1. The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.11 Format and signing of Application

2.11.1. The Applicant shall provide all the information sought under the Bidding Document by the Utility. The Utility will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.11.2. The Applicant shall submit their Application online on the portal, signed by a valid digital signature of the authorized signatory of the Applicant.

2.11.3. For the documents uploaded online, the Application shall be typed or written in indelible ink. It shall be signed by the authorized signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers.

2.11.4. The Applicant shall ensure that its authorized signatory has a Digital Signature Certificate (DSC).

2.11.5. The Applicant shall register on the Portal for participation in the Bidding Process.

2.11.6. The Official Copy of the Bidding Document shall be available for download on the Portal and on the website of Utility.

2.12 Sealing and Marking of Applications

2.12.1. The Applicant shall submit the Application in the format specified at Appendix-I and the format created online in the portal, together with the documents specified in the Bidding Document.

2.12.2. Documents required to be uploaded as per this Bidding Document shall contain:

(i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;

(ii) Power of Attorney for digitally signing the Application as per the format at Appendix-II;

(iii) Bid Security as per the format at Appendix-III

(iv) copy of Memorandum and Articles of Association, if the Applicant is a body corporate;

(v) Copy of trading licensee if the Bidder is a trading licensee;

(vi) copies of Bidder’s and Developer’s (in case of Trading Licensee) audited balance sheet and profit and loss account for the preceding three years;

(vii) if the Applicant is a Trading Licensee, a copy of the Power purchaseagreement or an equivalent arrangement with the Developer;

(viii) a copy of Agreement or equivalent arrangement related to Fuel (Water) forthe Power Station;

(ix) document indicating the useful life of 30 years of Hydro PowerStation from which dispatchable electricity is to be supplied;

(x) a legal opinion from the legal counsel of the Applicant/Bidder/Supplier with respect to the authority of the Applicant/Bidder/Supplier to enter into the HPPA and the enforceability of the provisions thereof;

(xi) Capacity Certificate and evidence of the capacity of the Power Station; and

(xii) any other document(s) may be specifically sought by the Utility].

2.12.3. The Applicants shall send the hard copy of all the original documents stated at Clause 2.12.2 in an envelope clearly indicating the name and address of the Applicant, addressed to:

ATTN. OF:	Mr. Nitin Lothe
DESIGNATION:	Group Head (Power Management)
ADDRESS:	The Tata Power Company Limited Power System Control Centre, Station-A, 1st Floor, Tata Power Co. Ltd. Trombay Thermal Power Station, Chembur-Mahul Mumbai-400074
PHONE NO:	+91- 9029002403
E-MAIL ADDRESS:	nitin.lothe@tatapower.com

Such hard copies should reach the aforementioned address within 5 days after the opening of the Application in accordance with Clause 1.3 of the Bidding Document. The Applicants are notified that in case of any discrepancy in the documents uploaded online at the Portal and the hard copies submitted in accordance with this Clause 2.12.3, the documents uploaded online shall prevail.

2.12.4. If the Application is not uploaded and digitally signed as instructed above, the Utility assumes no responsibility for rejection of the Application and consequent losses, if any, suffered by the Applicant/ Bidder. Applications submitted by fax or e-mail shall not be entertained and shall be rejected.

2.12.5. In the e-Tender stage, all Applicants after uploading on the Portal the Application and the Bid as per the Bidding Document and digitally signing the same must click on 'Final submit' button to finally submit their Application and Bid, without clicking the 'Final submit' button the system will not consider the Application or the Bid.

2.13 Bid Due Date

2.13.1 Applications should be submitted online on the Bid Due Date, at the Portal in the manner and form as detailed in the Bidding Document.

2.13.2 The Utility may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with provisions of Bidding Document uniformly for all Applicants.

2.14 Late Applications

Applications will not be accepted for submission at the Portal after the time specified on the Bid Due Date.

2.15 Modifications/ substitution/ withdrawal of Applications

12.15.1. The Applicant may modify, substitute or withdraw its application after submission, provided that such modification, substitution or withdrawal is made prior to the Bid Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date. The Portal shall provide the option to Bidders, after submission of the Application and the Bid as per this Bidding Document, to withdraw and delete the Application. Clicking on withdraw, system will withdraw the Application and no further submission will be allowed whatsoever for the Applicants. While clicking on delete, system will delete all the encrypted data saved on the Portal and the Applicant may submit fresh Application prior to the Bid Due Date.

12.15.2. However, notwithstanding this Clause, all bids submitted in L1 Matching round will be considered final and cannot be modified after the bid has been accepted by the system. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

12.15.3. Any alteration/ modification in the Application or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Utility, shall be disregarded.

C. EVALUATION PROCESS

2.16 Opening and Evaluation of Applications

2.16.1 The Utility shall open the Applications as per the schedule mentioned, and in the presence of the Applicants who choose to attend.

2.16.2 Applications which are withdrawn in accordance with the provisions of Bidding Document shall not be opened and payments if any made shall be refunded within 7 working days in accordance with provisions of Bidding Document.

2.16.3 The Utility will subsequently examine and evaluate Applications in accordance with the provisions set out in Clause 3.

2.16.4 Applicants are advised that qualification of Applicants will be entirely at the discretion of the Utility. Applicants/ Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.16.5 Any information contained in the Application shall not in any way be construed as binding on the Utility, its agents, successors or assigns, but shall be binding against the Applicant/ Bidder if the dispatchable Supply of Electricity is subsequently awarded to it on the basis of such information.

2.16.6 The Utility reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.16.7 If any information furnished by the Applicant/ Bidder is found to be incomplete, or contained in formats other than those specified herein, the Utility may, in its sole discretion, exclude the relevant Power Station from computation of the Technical Capacity of the Bidder.

2.17 Confidentiality

2.17.1. Information relating to the examination, clarification, evaluation, and recommendation for the Qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Utility in relation to, or matters arising out of, or concerning the Bidding Process. The Utility will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Utility may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Utility or as may be required by law or in connection with any legal process.

2.18 Tests of responsiveness

2.18.1. Prior to evaluation of Applications, the Utility shall determine whether each Application is responsive to the requirements of the Bidding Document. An Application shall be considered responsive if:

(a) it is received as per format at Appendix-I.
(b) it is received by the Bid Due Date including any extension thereof pursuant to provisions of Bidding Document;
(c) it is digitally signed and uploaded as stipulated in provisions of BiddingDocument;
(d) it is accompanied by the Power of Attorney as specified in provisions of Bidding Document;
(e) it is accompanied by and continues to be so accompanied by the Bid Security as specified in provisions of Bidding Document;
(f) it contains all the information and documents (complete in all respects) as requested in the Bidding Document;
(g) it contains information in formats same as those specified in the Bidding Document;
(h) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the Bidding Document for each Eligible Project;

(i) It contains a copy of power purchase agreement or equivalent arrangementwith the developer in case the Applicant is a Trading Licensee;

(j) it contains a copy of Agreement or equivalent arrangement for the Fuel(Water) for the Power Station;

(k) document indicating the useful life of 30 years of Hydro Power Station from which dispatchable electricity is to be supplied.

(l) it contains an attested copy of the system generated receipt or receipt of the Utility for payments towards the cost of the Bidding Process, fees and Bid Security;

(m) a legal opinion from the legal counsel of the Applicant/Bidder/Supplier withrespect to the authority of the Applicant/Bidder/Supplier to enter into the HPPA and the enforceability of the provisions thereof;

(n) submitted the Capacity Certificate and evidence of the capacity of the Power Station;

(o) it does not contain any condition or qualification; and

(p) it is not non-responsive in terms hereof.

2.18.2. The Utility reserves the right to reject any Application which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Utility in respect of such Application. Provided, however, that the Utility may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

2.19 Clarifications

2.19.1 To facilitate evaluation of Applications, the Utility may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Utility for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.19.2 If an Applicant does not provide clarifications sought as per provisions of BiddingDocuments within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Utility may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Utility.

D. QUALIFICATION AND BIDDING

2.20 Qualification and notification

2.20.1 After the evaluation of Applications, the Utility would announce a list of Qualified Bidders (Bidders) whose Bid submitted online shall be opened on the date specified in accordance with the Bidding Document. At the same time, the Utility would notify the other Bidders that they have not been Qualified. The Utility will not entertain any query or clarification from Applicants who fail to qualify.

2.20.2 The Bid Security submitted by the Applicants who do not qualify after the evaluation of the Applications will be refunded by the Utility, without any interest, to such Applicants within 10 working days of completion of evaluation.

2.21 Submission of Bids

The Applicants will be requested to submit a Bid online in the form and manner to be set out in the Bidding Document. The Bids of only Qualified Bidders shall be opened by the Utility on such date as specified in this Bidding Document. The Utility is likely to provide a comparatively short time span for submission of the Bids for the dispatchable Supply of hydro Electricity. The Bidders are, therefore, advised to examine the Bidding Documents, and to carry out such scrutiny and studies as may be required for submitting their respective Bids for award of the Project. No extension of time is likely to be considered for submission of Bids and to familiarize themselves also with the terms of the draft HPPA that will govern the structure of the dispatchable Supply of Electricity from the Power Station.

2.22 Proprietary data

All documents and other information supplied by the Utility or submitted by an Applicant to the Utility shall remain or become the property of the Utility. Applicants/ Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Utility will not return any Application or any information provided along therewith.

2.23 Correspondence with the Bidder

Save and except as provided in this Section A, the Utility shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Applicants who meet the eligibility criteria/responsiveness as provided in this Bidding Document above shall qualify for evaluation under this Clause 3 of the Bidding Document. Applicants who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and
(b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the Applicants must establish the minimum Technical Capacity specified in Clause 2.2.2 (A) (the "**Eligible Projects**"). For a power generating project to qualify as an Eligible Project, it should be owned and operated by the Applicant (if Applicant is a trader then to be owned and operated by the developer), and shall include a power station built and operated on PPP, BOLT, BOO, BOOT, BOT, DBFOO or on any other similar basis and shall be capable of supply of such power .

3.2.2 The Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-I

3.2.3 In case the Bidder is a Trading Licensee, the condition under this Clause 3.2 shall be fulfilled through the Developer by the Trading Licensee.

3.2.4 The selected Bidder also has to communicate the daily availability of dispatchable contracted capacity to utility / Tata Power-D, based on which Tata Power-D shall schedule the dispatchable supply as per its requirements. For each month from May to October, the Supplier shall ensure that the while communicating the daily availability, contracted capacity is available for period of minimum four (04) hours (any 4 hours out of 24 hours) on daily basis as communicated by Tata Power-D by 09:00 hours of previous day. The selected Bidder shall supply dispatchable hydro power electricity in accordance with scheduling instructions and dispatch requirements as specified by Tata Power-D on a daily basis. In this regard, the Bidder shall submit an undertaking as part of its bid, confirming its ability and commitment to comply with daily scheduling instructions and dispatch requirements as specified by Tata Power-D throughout the period of 30 years of HPPA.

3.3 Financial information for purposes of evaluation

3.3.1 The Application must be accompanied by the Annual Reports / audited financial statements of the Applicant for the last 3 (three) financial years, preceding the year in which the Application is made. In case Bidder is a Trading Licensee, it shall submit the Annual Reports/ audited financial statements of both the Developer and itself.

3.3.2 In case the Annual Reports / audited financial statements for the latest financial year are not available and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Annual Reports/ audited financial statements for 3 (three) years preceding the year for which the Annual Report/ audited financial statements is not being provided.

3.3.3 The Applicant must establish the minimum Net Worth specified in this Bidding Document, and provide details as per format at Annex-III of Appendix-I.

4. SELECTION OF BIDDER

4.1 Subject to the provisions of Bidding Document, the Bidder whose Bid is adjudged as responsive in terms of Bidding Document and who are shortlisted as SuccessfulBidder(s) after the e-Reverse Auction stage as per Clause 1.2.18 and Clause1.2.19 of this document/RFP, in conformity with the provisions of Clause 4.6 of this Bidding Document shall be declared as the selected Bidder(s) (the "**Selected Bidder(s)**"). The Selected Bidders will be intimated separately. In the event that the Utility rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The Utility may consider enhancement of the quoted capacity of a Bidder more than it has quoted during the Bidding Process if the Requisitioned Capacity is not fulfilled or otherwise but in this case after full allocation of the quoted capacity of such Bidder. To ensure competitiveness, the minimum number of bidders should be at least two for each requisition. If the no. of bidders responding to the RFP is less than two and Utility still wants to continue with the selection process, the selection of that single bidder may be done with the consent of the Hon'ble Commission, subject to the condition that the capacity offered by the Bidder fulfills the requirements of dispatchable supply of electricity from the Power Station.

4.2 In the event that two or more Bidders quote the same Tariff (the **"Tie Bidders")** or in case of L1 matching, the time of submission of the Bid will be the deciding factor for their ranking, with the Bidder submitting the Bid earlier will be declared as first Selected Bidder for full capacity offered by such Bidder and other Bidder as second Selected Bidder with remaining capacity.

4.3 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance or the capacity required is not met by the Lowest Bidder (the "first round of bidding"), the Utility may invite all the remaining Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "second round of bidding"). If in the second round of bidding (i.e., L-1 Matching), only one qualified Bidder matches the Lowest Bidder, it shall be the selected Bidder. If two or more qualified Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to the other Bidder(s) in the first round of bidding shall be the selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said lowest Bidder in the second round of bidding, the said third lowest Bidder shall be selected Bidder. It is hereby clarified that the Utility will not accept the entire capacity offered of the last Lowest Bidder in the order of progression, in the event the Capacity Required gets fulfilled by a part thereof. The Bidder will have the option to indicate their minimum threshold quantity and the same be considered for allocation of electricity to the selected Bidder(s).

4.4 In the event that no Qualified Bidders offers to match the Lowest Bidder in the second round of bidding as specified in Clause 4.3, the Utility may, in its discretion, invite fresh Bids (the "third round of bidding") from all Qualified Bidders except the Lowest Bidder of the first round of bidding or annul the Bidding Process, as the case may be. In case the Qualified Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bids of the second lowest Bidder in the first round of bidding. Utility shall have the full liberty of selecting only one bidder, even when full requisitioned capacity is not offered.

4.5 After selection, a conditional LOA shall be issued, in duplicate, by the Utility to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the conditional LOA duly signed by the Selected Bidder is not received by the stipulated date, the Utility may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

4.6 After acknowledgement by the Selected Bidder, it shall cause the utility to issue unconditional LOA and execute the HPPA within the period prescribed in Clause 1.3, only after the tariff adoption and approval from the Maharashtra State Regulatory Commission (MERC). The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the HPPA. The selected Bidder shall ensure that the Bid Security is extended from time to time so as to be available and subsisting at the time of submission of Performance Security as and when the occasion may arise.

4.7 **Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Utility makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except asrequired under the Bidding Documents, from contacting by any means, the Utility and/ or their employees/ representatives on matters related to the Bids under consideration.

4.8 Bid Parameter

The Bid shall comprise of the Tariff offered by the Bidder to the Utility in accordance with the provisions of the HPPA and the Tariff shall be as per the terms of the HPPA.

5. FRAUD AND CORRUPT PRACTICES

5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Utility may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

5.2 Without prejudice to the rights of the Utility under Clause 4.1 hereinabove, if an Bidder is found by the Utility to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or Section A issued by the Utility during a period of 2 (two) years from the date such Bidder is found by the Utility to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

5.3 For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:

a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Utility who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the PPA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases tobe in the service of the Utility, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Bidding Document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the HPPA, as the case may be, any person in respect of any matter relating to the Project or the LOA or the HPPA, who at any time has been or is a legal, financial or technical adviser of the Utility in relation to any matter concerning the Project;

b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’sparticipation or action in the Bidding Process;

d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Utility with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting ormanipulating a full and fair competition in the Bidding Process.

6. PRE-BID MEETING

6.1 A Pre-Bid meeting of the interested parties shall be convened at the designated date, time and place. Only those persons who have registered at the Portal for participating in the Bidding Process shall be allowed to participate in the Pre-Bid meeting. A maximum of 3 (three) representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

6.2 During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Utility. The Utility shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6.3 In case the Utility desires to have the pre-bid meeting online at the Portal, the Pre-bid meeting will take place as per the schedule specified in this Bidding Document. A report of the Pre-Bid meeting shall be prepared online and be made available to all the participating Applicants. Interested bidders are requested to check portal for any updates.

6.4 A compiled list of questionnaire and Utilities response will be uploaded on the ISN-ETS portal https://www.bharat-electronictender.com and www.tatapower.com. No individual correspondence shall be made. Any modification to the RfS/HPPA document, if become necessary, as a result of the pre-bid clarifications shall be made by utility through the issue of an Addendum / Corrigendum / Amendment / Clarification. Utility shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the Bidders shall not be ground for seeking extension in the deadline for submission of bids.

7. MISCELLANEOUS

7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2 The Utility, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relatingthereto;

b) consult with any Applicant/ Bidder in order to receive clarification or further information;

c) Qualify or not to Qualify any Applicant and/ or to consult with any Applicant/Bidder in order to receive clarification or further information;

d) retain any information and/ or evidence submitted to the Utility by, on behalf of, and/ or in relation to any Applicant/Bidder; and/ or

e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Utility, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.4 Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS/HPPA document through https://www.bharat- electronictender.com. and Tata Power-D’s website www.tatapower.com. No separate notifications shall be issued for such notices/ amendments/ clarifications etc. in the print media or through any other media individually. Intimation regarding notification on the above shall be updated on Tata Power-D’s website (www.tatapower.com) and the details will be available on https://www.bharat-electronictender.com.

APPENDIX I

Letter Comprising the Application for Qualification to be uploaded during e-Tender Stage

To,

[The ***,
***
***]

Sub: Bidding for 200 MW Dispatchable Hydro Power
Dated:

Dear Sir,

1. With reference to your Bidding Document dated ….[1] I/we, having examined the Bidding Document and understood its contents, hereby submit my/our Application for the aforesaid Power Station. The Application is unconditional and unqualified.

2. I/ We acknowledge that the Utility will be relying on the information provided in the Application and the documents accompanying such Application for Qualification of the Applicant for the aforesaid Supply of dispatchable Electricity, and we certifythat all information provided in the Application and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of bidding for the aforesaid Supply of dispatchable electricity and for sale of dispatchable electricity to the Utility.

4. I/ We shall make available to the Utility any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Utility to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

[1] All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant

6. I/ We certify that in the last three years, we and the Developer (to be inserted in case of a Trading Licensee being the Bidder) have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

7.1 I/ We have examined and have no reservations to the Bidding Document, including any Addendum issued by the Utility;

7.2 I/We have not directly or indirectly or through an agent engaged or indulged inany corrupt practice, fraudulent practice, coercive practice, undesirable practice orrestrictive practice, as defined in the Bidding Document, in respect of any tender or Section B of the Bidding Document issued by or any agreement entered into with the Utility or any other public sector enterprise or any government, Central or State; and

7.3 I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Bidding Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7.4 the undertakings given by us along with our submissions of the Application were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/ we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to open the Bid of the Bidders, without incurring any liability to the Bidders, in accordance with the Bidding Document.

9. I/ We believe that we/ satisfy the Net Worth criteria and meet all the requirements as specified in the Bidding Document and are/ am qualified to submit a Bid.

10. I/We declare that the Developer is not a Bidder or Member of any other Bidder applying for pre-Qualification where I/We as Trading Licensee am/are applying for pre-qualification. (Clause applicable only if Bidder is a Trading Licensee).

11. I/ We certify that in regard to matters other than security and integrity of the country, we (and the Developer, to be inserted in case of a Trading Licensee being the Bidder) have not been convicted by a Court or indicted or adverse orders passedby a regulatory authority which could cast a doubt on our ability to undertake the Supply of dispatchable Electricity or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of thecountry, we (and the Developer, to be inserted in case of a Trading Licensee being the Bidder) have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending against us (and the Developer, to be inserted in case of a Trading Licensee being theBidder) or against our CEO or any of our directors/managers/ employees[2].

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions the Bidding Document, we shall intimate the Utility of the same immediately.

15. I/We acknowledge and agree that in the event of a change in control of Bidder {and/or the Developer (to be inserted in case of a Trading Licensee being the Bidder) whose Technical Capacity and Financial Capacity} was taken into consideration for the purposes of qualification under and in accordance with the Bidding Documents, I/We shall inform the Utility forthwith along with all relevant particulars and the Procurer may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the HPPA but prior to Financial Closure of the Project, it would, notwithstanding anything to the contrary contained in the Bidding Documents or the Agreement, be deemed a breach thereof, and the HPPA shall be liable to be terminated without the Utility being liable to us in any manner whatsoever

[2] In case the Applicant is unable to provide the certification specified in para 12, it may precede the paragraph by the words, viz "Except as specified in Schedule **** hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Utility will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are of a nature that could cast a doubt on the ability or suitability of the Applicant to undertake the Project. In case the Applicant is a Trading Licensee, the words in square parenthesis shall be replaced by the following "I/We certify that in terms of the RFP our Net worth is Rs. …. (Rs. In words) and Technical Capacity of the Developer is equivalent to …. MW (MW in words)" Maximum capacity offered

16. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a HPPA in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

17. I/We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the HPPA, we shall no claim, right or title arising out of any documents or information provides to us by the Utility or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract

18. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of the Bidding Document, and duly signed, is enclosed.

19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Utility in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.

21. I/ We certify that in terms of the Bidding Document, my/our Net worth is Rs. .....

22. (Rs. in words) and our Technical Capacity is equivalent to……MW (MW in words)

23. I/We offer a Capacity of {…MW} from {Capacity, Name and address of theProject} which conforms to Clause 1.1.6 of the Bidding Document out of the Capacity Required of {… MW} given under Clause 1.1.1 of the Bidding Document.

24. I/ We offer a Bid Security of Rs...... (Rupees only) to the Utility in accordance with the Bidding Document.

25. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

26. I/ We undertake to feed dispatchable electric supply into the grid at a point that is economical and efficient, as determined by the RLDC or SLDC, as the case may be.

27. I/ We shall keep this offer valid for 180 days from E-RA Date specified in the Bidding document or as may be required to be extended by the Utility in such a manner and for such time so as to keep the same valid and subsisting until the date of submission of PBG, if applicable, may arise.

28. I/ We hereby submit the Bid and offer on Portal, as on the Bid Due Date, in accordance with the provisions of the HPPA and Clause 2.12.1. of the Bidding Document.

29. I/We agree and understand that the Bid is subject to the provisions of the Bidding Document. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Contract is not awarded to me/us or our Bid is not opened or rejected.

30. The Tariff has been quoted by me/us after taking into consideration all the terms and conditions stated in the bidding document, draft HPPA, our own estimates of costs and revenues, and after careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

In witness thereof, I/ we submit this application under and in accordance with the terms of Section A of the Bidding Document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant

ANNEX-I

Particulars of the Bidder/Applicant

1. (a) Name:

   (b) Date of commencement of business:

   (c) Address of the corporate headquarters:

2. Brief description of the Company including details of its main lines of business:

3. Particulars of individual(s) who will serve as the point of contact/ communicationfor the Bidder:

   (a) Name:

   (b) Designation:

   (c) Company:

   (d) Address:

   (e) Telephone Number:

   (f) E-Mail Address:

   (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Phone Number:

   (e) Fax Number:

5. The following information shall also be provided for the Bidder:

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder (and the Developer, to be inserted in case of a Trading Licensee being the Bidder) been barred by the Central/State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Bidder (and the Developer, to be inserted in case of a Trading Licensee being the Bidder) paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder disclosing material non- performance or contractual non- compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Note: In case the Bidder is a Trading Licensee, the information required at point 5 and 6 above shall be provided by the Bidder for itself and the Developer.

ANNEX-II

Technical Capacity of the Bidder

Item	Refer Instruction	Particulars of the Project
Title of the project and Location	1	
Total Installed capacity of the plant	2	
Project cost	3	
Date of completion/ Commissioning	4	

Note: It is mandatory to provide monthly Design Energy for the entire project as well as Design Energy of the offered capacity. For example, if the total capacity of the project is 1000 MW, and the bidder is offering 200 MW to Tata Power-D, then the bidder should Mention monthly Design Energy corresponding to 1000 MW and Design Energy corresponding to the bid capacity (200 MW) separately. For clarity please refer Annex-I (Schedule A) of HPPA.

Provide details of only those projects that have been undertaken by the Applicant under its own name and from which capacity is offered. In case the Bidder is a Trading Licensee, provide details of only those projects that have been undertaken by a Developer in accordance with Clause 3.2.1.

Instructions:

1. A separate sheet should be filled for each Eligible Project.
2. The total number of units along with the details of the capacity of each unit should be provided.
3. Provide the capital cost of the Eligible Project.
4. The date of commissioning of the project, upon completion, should be indicated.

5. Certificate from the Applicants statutory auditor[3] / Company Secretary must be furnished as per formats below for each Eligible Project.

Certificate from the Statutory Auditor regarding Eligible Projects*

Based on its books of accounts and other published information authenticated by it, this is to certify that …………………….. *(name of the Applicant)* is an equity shareholderin ……………….. *(title of the power station)* and holds Rs. ……… cr. (Rupees

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation ofthe authorised signatory)

Date:

Provide Certificate as per this format only. Attach explanatory notes to the Certificate, ifnecessary. In jurisdictions that do not have statutory auditors, the firm of auditors / Company Secretary which audits the annual accounts of the Bidder may provide the certificates required under this Bidding Document.

6. In case the generating station is not under a separate SPV the following format shall be used, Certificate from the Applicants statutory auditor / Company Secretary must be furnished as per formats below for each Eligible Project.

---

[3] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Certificate from the Statutory Auditor regarding Eligible Projects

Based on its books of accounts and other published information authenticated by it, this is to certify that ………………….. ……… (name of the A) having its registered office at ………………………………………………owns the…………… ……………………………………………..(name of project) from...........................(date). The project is commissioned / will be commissioned on................ (scheduled date of commissioning of the project).

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation ofthe authorized signatory)

Date:

7. In the absence of any detail in the above certificates, the information would beconsidered inadequate and could lead to disqualification of the project.

ANNEX-III

Financial Capacity of the Applicant

Applicant Name	
Net Worth (In Rs. crore)	

The Applicant should provide details of its own Financial Capacity specified in clause 2.2.2 (B) and in case Applicant is a Trading Licensee, it should provide details of its ownFinancial Capacity and/or of the Developer.

Name & address of Applicant's Bankers:

Instructions:

1. The Applicants shall attach copies of the financial statements and Annual Reports for3 (three) years preceding the Bid Due Date. The financial statements shall:

    (a) In case the Applicant is a Trading Licensee and is relying on the Financial Capacity of the Developer reflect the financial situation of the Developer also;

    (b) be audited by a statutory auditor;

    (c) be complete, including all notes to the financial statements; and

    (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean as per The Companies Act, 2013.

3. Year will be the latest completed financial year, preceding the bidding. In case theBid Due Date falls within 3 (three) months of the close of the latest financial year,refer to the provisions of Bidding Document, the Year shall be Year immediately preceding the latest completed Financial Year.

4. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Bidder (in case the Trading Licensee is the Bidder the words "and/or of the Developer" shall be inserted) and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 (ii) of the Bidding Document.

ANNEX-IV

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

***

*** Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Bidding Document.

We have agreed that ………………….. (insert individual's name) will act as our representative on its behalf and has been duly authorized to submit the Application and the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……………………………..

ANNEX- V

Particulars of the Power Station

<table>
<tr><th>Sr. No</th><th>Description</th><th colspan="4">Details</th></tr>
<tr><td>1.</td><td>Details of Applicant</td><td colspan="4"></td></tr>
<tr><td></td><td>a. Name of the Applicant</td><td colspan="4"></td></tr>
<tr><td></td><td>b. Date of commencement of business</td><td colspan="4"></td></tr>
<tr><td></td><td>c. Address of the corporate headquarters</td><td colspan="4"></td></tr>
<tr><td></td><td>d. Brief description of the Company including details of its main lines of business</td><td colspan="4"></td></tr>
<tr><td>2.</td><td>Details of Power Station (Existing and Proposed)</td><td colspan="4"></td></tr>
<tr><td rowspan="2"></td><td>a. Name of the Power Station</td><td colspan="4"></td></tr>
<tr><td>b. Location of Power Station (Specify place, District and State)</td><td colspan="4"></td></tr>
<tr><td rowspan="5"></td><td rowspan="5">c. Unit and installed capacity of each unit (MW)</td><td>Unit No.</td><td>1</td><td>2</td><td>…</td></tr>
<tr><td>Installed Capacity (MW)</td><td></td><td></td><td></td></tr>
<tr><td>COD / expected COD</td><td></td><td></td><td></td></tr>
<tr><td>Quantum of power contracted with other purchasers, if any (MW)</td><td></td><td></td><td></td></tr>
<tr><td>Details of surplus Capacity (MW)</td><td></td><td></td><td></td></tr>
<tr><td></td><td>d. Total Proposed Supply of Dispatchable Electricity (MW) irrespective of power been supplied from any Unit</td><td colspan="4"></td></tr>
</table>

ANNEX- V

Details of Design Energy as approved by CEA/Competent Authority

(This should be submitted on the Letter Head of the Bidding Company)

Month	Design Energy of installed capacity in kWh/ per year	Design Energy of offered capacity in kWh/ per year
May		
June		
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
Total		

Note: It is mandatory to provide monthly Design Energy for the entire project as well as Design Energy of the offered capacity, along with the relevant supporting documents.

Signature:

Name:

Designation:

Date:

Place:

(To be signed by Authorized signatory with seal of the bidding company)

To be submitted in original

APPENDIX II
Power of Attorney for signing of Application and Bid[4]
(Refer Clause 2.2.4)

Know all men by these presents, we….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorised Mr/ Ms (name), …. son/daughter/wife of …. and presently residing at…, who is presently employed with us and holding the position of …. , as our true and lawful attorney (hereinafter referred toas the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the ***** Project proposed or being developedby the ***** (the "Utility") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Utility, representing us in allmatters before the Utility, signing and execution of all contracts including the Hydro Power Purchase Agreement (HPPA) and undertakings consequent to acceptance of our bid, and generally dealing with the Utility in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the HPPA with the Utility.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed tohave been done by us.

IN WITNESS WHEREOF WE, …., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS … DAY OF ….2…..

For

….

(Signature, name, designation and address)

Witnesses:

Affixation of Common Seal

[4] To be submitted in original.

1.

(Notarized)

2

Accepted

……………………………(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Bidder should submit for verification the extract of thecharter documents and documents such as aboard or shareholders'resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *For a Power of Attorney executed and issued overseas, the document will alsohave to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX – III
Bank Guarantee for Bid Security

B.G. No. **Dated:**

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Utility", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……(a company registered under the Companies Act, 1956/2013) and having its registered office at …… ((hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to thesubject or context thereof include its/their executors, administrators, successors and assigns), for the ...... Project (hereinafter referred to as the "Project") pursuant to the Bidding Document dated …… issued in respect of the Project and other related documents including without limitation the draft Agreement for Procurement of Hydro Power (the "HPPA") (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.5 of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Utility an amount of Rs. ***** (Rupees ***** only) (hereinafter referredto as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Utility stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Utility is disputed by the Bidder or not, merely on the first demand from the Utility stating that the amount claimed is due to the Utility by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and

payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only). `

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Utility and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Utility shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Utility that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Utility and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Utility shall be entitled to treat the Bank as the principal debtor. The Utility shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any ofthe terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Utility, and the Bank shall not be released from its liability under these presents by any exercise by the Utility of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of theUtility or any indulgence by the Utility to the said Bidder or by any change in the constitution of the Utility or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall bedeemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Utility to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable againstthe Bank, notwithstanding any other security which the Utility may have obtained from`the said Bidder or any other person and which shall, at the time when proceedings are takenagainst the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency exceptwith the previous express consent of the Utility in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore only). The Bank shall be liable to pay the said amount orany part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days from the e-reverse auction Date)].

Signed and Delivered by …. Bank By the hand
of Mr./Ms ……, its .. and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

APPENDIX IV
Parent Company Undertaking (Refer Clause 2.2.2 (B))

THIS UNDERTAKING is issued on the _______ day of _____

BY __________________________ [whose registered office is at] / [of] _______________ (“the Parent Company).

In favour of

______________________________________ together with its successors, and assigns, (“the Bidder” or “_______________”)

WHEREAS,

(A) By a Hydro Power Purchase Agreement (“HPPA”) in respect of procurement of hydro power made between
1. Tata Power-D
   And
2. Bidder (who may be a “generating company” or a “trading licensee” as the case may be) has agreed to supply dispatchable hydro power to Tata Power-D

(B) Pursuant to the terms of the Contract, the Bidder has agreed to procure the provision of an undertaking in the terms hereof.

(C) The Parent Company is the beneficial owner of ____ % of the issued share capital of the Bidder.

(D) At the request of the Bidder, the Parent Company has agreed to provide this undertaking.

NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. In consideration of Utility entering into the HPPA with the Bidder, the Parent Company hereby undertakes to Utility that, without the written consent of Utility, it will not:

   a. Sell, transfer, assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER the share-holding or other interest in the Bidder OR the share-holdings or other interests in any way which will affect the beneficial ownership and control in the Bidder of the Parent Company; and
   b. take any action which may result in the Bidder being unable to comply with its obligations or perform in any way its duties under the HPPA.

2. This Undertaking shall extend to any variation of or amendment to the HPPA and to any agreement supplemental thereto agreed between Utility and ____________ and for the avoidance of doubt the Parent Company hereby authorises Utility and ___________ to make any such amendment, variation or supplemental agreement.

3. All documents arising out of or in connection with this Undertaking shall be served:

   a. upon Utility, at ________ marked for the attention of ________;
   b. upon the Parent Company, at _____

4. Tata Power-D and the Parent Company may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing
5. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the exclusive jurisdiction of the courts at Mumbai, India.

IN WITNESS where of this Undertaking has been executed as a deed on the date first before written.

Name:

Designation:

Date of Board resolution authorizing executant to execute this undertaking Place:

APPENDIX V

UNDERTAKING TO SUPPLY MANDATORY 4 HOURS, AS REQUIRD BY UTILITY

(This should be submitted on the Letter Head of the Bidding Company)

Ref. No. ………… Date…………..

From: (Insert name and address of Bidding Company)
……………………………….
……………………………….
Tel.#: ………………...
E-mail address#

To,
Head - Power System Control Centre
Station A, 1st Floor, Tata Power Co. Ltd.-
Trombay Thermal Power Station, Chembur-Mahul Mumbai-400074

Sub: Availability of ….. MW of contracted capacity for minimum 04 hours on daily basis

IT IS HEREBY UNDERTAKEN AND AGREED as follows:

1. As per RfS clause 1.1.1, for each month from May to October, M/s ….. (Name of the Bidder) shall ensure that contracted capacity is available for period of minimum four hours (any four hours out of 24 hours) on daily basis as communicated by utility/Tata Power-D by 09:00 hours of previous day. ….. (Name of the Bidder) shall supply dispatchable hydro power in accordance with scheduling instructions and dispatch requirements as specified by Tata Power-D on daily basis.
2. ….. (Name of the Bidder) undertake that, if …… (Name of the Bidder) fail to maintain availability of contracted capacity for 4 hours, as communicated by procurer/utility on day-ahead basis, …(Name of the Bidder) shall pay to Utility damages for the shortfall at the tariff (Fixed + Variable charge) plus Rs 1.00 for that month. Applicable rate i.e. Rs per unit (Tariff + 1.00) shall be multiplied by the shortfall energy to arrive at the quantum of damages for that particular month.

Signature:

Name:
Designation:

(To be signed by Authorized signatory with seal of the bidding company)

To be submitted in original