

**PROCUREMENT OF RENEWABLE (Solar) POWER ON SHORT-TERM BASIS THROUGH TARIFF
BASED COMPETITIVE BIDDING PROCESS**

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

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

Event No PP- 02 / Tata Power/ 2019-20

S. No.	Event	Time
1.	Publication of RfP/ Activation of Event	10.05.2019 at 17:00 hrs
2.	Last date of submission of RfP Bids including EMD	18.05.2019 on or before 1700 hrs
3.	Opening of non-financial technical Bids	20.05.2019 on or before 1400 hrs
4.	Opening of IPOs	23.05.2019 at 1100 hrs
5.	Start of eRA	23.05.2019 at 1300 hrs

Bids to be submitted through	DEEP e-Bidding Portal
Office inviting bids & Place of submission of EMD	[Kiran V Desale] Head - Power Purchase & ABT, Power System Control Center, Tata Power Company Ltd Trombay Thermal Power Station 'A' Mahul Road, Chembur, Mumbai - 400 074. [92235 53342 Fax - 022 67175385] [desalekv@tatapower.com]

Bidding will be done as per the revised guidelines for short term procurement of power notified by the Ministry of power vide resolution dated 30th March 2016, through e-bidding

portal (DEEP) only. The link for the e-bidding portal is www.mstcecommerce.com, and is also available on the website of Ministry of Power (www.Powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize themselves with the revised guidelines notified by the Ministry of power on 30-03-16 carefully before submitting the offer.

1. INTRODUCTION AND BACKGROUND

The Tata Power Co Ltd, herein after referred to as Tata Power, a Company incorporated under the Companies Act, 1956/2013 and Distribution Licensee as per provision of the Electricity Act, 2003 (Act) having its registered office at Bombay House, Homi Modi Street, Fort, Mumbai-01, is inviting bids for procurement of Up to 100 MUs of Renewable Power (Solar) under Short Term arrangement for the period from 01.07.2019 to 31.03.2020 for meeting its Renewable Purchase Obligations. The Renewable (Solar) power to be procured is based on MERC RPO Regulation 2016, MERC Generic tariff order for FY2019-20 (case no.52 of 2019) dated 30.04.2019 & Tata Power-D MTR tariff order in case no.69 of 2018 dated 12.09.2018. The power would be procured through 'Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process' (Guidelines) notified by the Central Government under the provisions of Section 63 of the Act, vide resolution dated 30 March 2016.

2. E BIDDING FEE

The Procurer(s) or their AR can raise indents on the e-Bidding portal and create events. All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rupees 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to PFC Consulting Limited (PFCCL). The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3. QUANTUM OF POWER

The Bidder(s) shall be capable of supplying power as mentioned below to Tata Power, for the period from 01.07.2019 to 31.03.2020 as detailed below:

Month/Hours	1st July 2019 to 31st March 2020
08:00-18:00	Up to 75 MW
1. The Successful bidders would be required to apply Short Term Open Access in such a manner that they are able to supply their contracted quantum within the supply period offered by them.	

Requisition No.	Period	Time Block (hrs.)	Quantum (MW)	Delivery point
1	Jul-19	08:00 to 18:00	Up to 75	Maharashtra Periphery
2	Aug-19	08:00 to 18:00	Up to 75	
3	Sept-19	08:00 to 18:00	Up to 75	
4	Oct-19	08:00 to 18:00	Up to 75	
5	Nov-19	08:00 to 18:00	Up to 75	
6	Dec-19	08:00 to 18:00	Up to 75	
7	Jan-19	08:00 to 18:00	Up to 75	
8	Feb-19	08:00 to 18:00	Up to 75	
9	March-19	08:00 to 18:00	Up to 75	
Note	Tata power will schedule a maximum of up to 100 MUs within the above period			

- a) **Inter-State Generators:** The delivery point shall be at Maharashtra periphery i.e. the inter-connection point of CTU system with STU system of Maharashtra.
- b) **Intra-state generators:** The delivery point shall be the point of interconnection of the generator with STU system of Maharashtra.

The confirmation of the Renewable status of the source of power from the appropriate authority should be furnished by the supplier at the time of submission of CPG and certificates in respect of supply of renewable energy/power shall be submitted by the respective supplier before completion of contract.

4. QUALIFICATION CRITERIA

- 4.1 The Bidder may offer power up to the quantum indicated in the RfP Document for the respective periods. The supply of power may be offered from one or more than one source.
- 4.2 If the bidder is a company, he/they must submit the details of bidder company details as per Annexure '1' of tender specification for consideration of their bid.
- 4.3 If the bidder is a Trader, he/they should submit a copy of the valid category of Trading License or equivalent Trading License issued by the Appropriate Commission.
- 4.4 If bidder is a trader, he/they should submit a copy of executed power purchase agreement with the Generator/Supplier or an equivalent arrangement for supply of power and/or a copy letter of authorization from the generator / Supplying utility.
- 4.5 The bidder will be required to submit an undertaking to the effect that all the Terms & Conditions of this RfP Document have been accepted along with a signed copy of the RfP document annexed with the Technical Bid.

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

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

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

5.1 The Bidders are required to submit EMD (as specified in Annexure-2 of this RFP) for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank or should be Electronically Transferred through RTGS/NEFT in the beneficiary account.

For Example: For a requirement of 1 MW for 15 days for 10 hours, the EMD shall be calculated as Rs. 30,000 x (15 days / 30 "or" 31 days) x (10 hrs / 24 hrs).

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

EMD shall be valid for a period of 60 days after the closing date of e-Reverse -auction and the same shall be issued in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through RTGS / NEFT as per details given below:-

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

5.2 The EMD shall be forfeited:

- a. If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
- b. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

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

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

6 CONTRACT PERFORMANCE GUARANTEE (CPG)

6.1 The Successful Bidder(s) shall be required to furnish CPG within 7 days from the date of issuance of letter of Intent for an amount calculated at Rs. 2 lac per MW per month (30 Days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.

6.2 The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.

6.3 In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.

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

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

6.5 The CPG shall be released within 30 days after completion of Contract Period and fulfilment of contractual obligations by the successful bidder.

7 TARIFF STRUCTURE

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

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

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

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

7.5 If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.

8 BIDDING PROCESS

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

8.2 Bid Submission: Bids are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by Tata Power will form an integral part of the contract. Bidders are required to upload all documents as asked for in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall

carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

8.3 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum / corrigendum related to the RfP and upload the latest documents as part of the Bid.

8.4 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.

8.5 Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD / Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP.

8.6 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.

9 VALIDITY OF TENDER AND OFFER

The offer against tender should remain valid for a period of Sixty (60) days from the day of closing of e-Reverse Auction. In case more time is required for regulatory approval beyond the initial validity of Sixty (60) days, Tata Power shall seek validity extension from the bidders. In such case, bidders may have the option of extending their bid beyond the original validity period.

10 CONDITIONAL AND INCOMPLETE TENDER

Conditional and incomplete tenders are liable to be rejected.

11 OPENING AND EVALUATION OF BID

11.1 To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and Procurer still wants to continue with the selection process, the selection of that single bidder may be done with the consent of the Appropriate Commission.

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

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

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

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

11.6 In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

12. ELIMINATION OF BIDDERS

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

12.1 After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.

12.2 The elimination process will be done for each of the requisition separately. One event may have more than one requisition.

13. E - REVERSE AUCTION (e-RA)

- 13.1 The shortlisted Bidders after elimination will be intimated individually by system generated emails only.
- 13.2 The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid.
- 13.3 During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paise or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction, the prevailing Lowest Tariff would be visible to all the Bidders.
- 13.4 The Bidders will have the option to increase the quantum of power up to corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e-Reverse Auction process.

14. ISSUANCE OF LETTER OF INTENT (LOI)

- 14.1 The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder(s).
- 14.2 Tata Power shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
- 14.3 Tata Power shall have the right to issue Letter of Intent (LoI) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Procurer rejects or annuls all the Bids, it may go for fresh Bids

hereunder. In case Tata Power fails to issue the LOI within the offer validity period, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.

14.4 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.

14.5 In case the LOI is issued but Selected Bidder(s) is / are not in a position to fulfil the requirement, being selected in another bidding process the EMD / CPG shall be forfeited as the case may be.

14.6 After selection, a Letter of Intent (the "LOI") shall be issued, by Tata Power to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder(s) is not received by the stipulated date, Tata Power may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOI. Bidder will initiate the process of submission of Open Access application immediately after receipt of LOI.

15. CONTRACT AWARD AND CONCLUSION

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

16. RIGHT TO ACCEPT / REJECT THE BID:

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

17. FORCE MAJEURE:

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

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

Where a non-performing party is unable to perform its obligations under the above reasons of Force Majeure, the non-performing party shall notify the other party within five days of the above occurrence of Force Majeure, identifying the nature of the event or circumstances of Force Majeure, the expected duration of such Force Majeure for which such obligations are expected to be affected.

18 BOOKING OF TRANSMISSION CORRIDORS

- 18.1 The successful bidder(s) shall apply for booking of the open access transmission Corridor to nodal RLDC / SLDC in line with applicable short term open access Regulations in place. Successful bidder shall be fully responsible for the timely filing of open - access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for Short-term open access customers (Inclusive of all the amendments till date).
- 18.2 The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.
- 18.3 The successful bidder(s) shall have to book the transmission corridor after making advance payment in full to the Nodal RLDC. The open access booking charges, if any, payable by Tata Power shall be reimbursed to the successful bidder(s).
- 18.4 In case Tata Power surrenders the already booked Open Access corridor, Tata Power shall bear the Open Access Charges, for such surrender of booked corridor as per the prevailing open access regulations.

18.5 In case if the transmission corridor booked on advance reservation basis, is surrendered / cancelled by the trader / seller, then all the transmission charges will be borne by Trader / Seller.

19. BILLING

19.1 For the supply of power during a calendar month, the Inter-state seller will be raising weekly bills on provisional basis. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hrs. of 1st, 9th, 16th and 24th day of the month to 24:00 hrs. of 8th, 15th, 23rd and last day of the month respectively.

19.2 Inter-state Seller may raise provisional weekly energy bill based on daily schedule issued by concerned RLDC / SLDC. The final bill will be issued based on REA for Inter-state power and based on FBSM issued by SLDC for Intra-state power and suitable adjustments will be made for difference in actual bill and the provisional bill.

19.3 Intra-state seller may raise the Monthly / Weekly bill based on the certified credit notes issued SLDC / MSEDCL / Relevant Entity.

20. PAYMENT

20.1 **Energy Bill:** Tata Power shall make payment in the seller's bank account by cheque / electronic transfer or any other mutually acceptable mode of payment within thirty (30) Days (herein after referred as Due date) from the date of submission of the correct weekly energy bills. In the event of the Due date of payment being a Bank / Tata Power holiday, the next working day shall be considered as the Due date of payment. In case of timely payment by Tata Power, adjustment for the admissible rebate as per the clause described in point-(21), shall be made while making the payment against the energy bills.

20.2 **Open Access Bill:** The due date for payment of Open Access bill is Seven (7) days from the date of receipt of the bill (Excluding the date of receipt of the bill). In the event of the Due date of payment being a Bank / Tata Power holiday, the next working day shall be considered as the Due date of payment. Any Open Access charges refunded on account of surrendering the transmission corridor shall be refunded to Tata Power.

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

21 REBATES ON PAYMENT

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

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

22. LATE PAYMENT SURCHARGE

A surcharge of 1.25% (One Point Two Five Percent) per month shall be applied on all payments, outstanding for more than 30 days beyond the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay. Any disputes raised by Tata Power on the energy bills shall not be treated as outstanding. No surcharge would be applicable up to 30 days from the due date.

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

23.1 Both the parties would ensure that actual scheduling does not deviate by more than 20% of the contracted power as per the approved open access on monthly basis.

23.2 In case deviation from Seller side is more than 20% of contracted energy for which open access has been approved on monthly basis or actual period (If period is less than a month), Seller shall pay compensation at Rs 1.00 / kWh for the quantum of energy that falls short of 80% of monthly energy for which Open access is initially approved.

23.3 In case deviation from Tata Power side is more than 20% of contracted energy for which open access has been approved on monthly basis or actual period (If period is less than a month), Tata Power shall pay compensation at Rs 1.00 / kWh for the quantum of energy that falls short of 80% of monthly energy for which Open access is initially approved.

24. COMMUNICATION

25.1 All parties shall rely upon written communication only.

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

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

25. GOVERNING LAW

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

26. CHANGE IN LAW

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

27. MODIFICATION SUCH AS ADDITION / DELETION

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

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

28. DISCLAIMER

Neither Tata Power nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of Tata Power or its employees. For the avoidance of doubt, it is expressly clarified that

this Bid Document is an offer to bid and its subject to the award of LOI by Tata Power and acceptance of the LOI by the selected bidder will be construed as acceptance of terms and Conditions.

29. DISPUTE RESOLUTION

28.1 All differences or disputes between the parties arising out of or in connection with these presents save any question or matter of dispute which falls within the scope and purview of the statutory arbitration under the provisions of the Electricity Act, 2003 as amended from time to time and as per the provisions of the Arbitration and conciliation Act, 1996. Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under this agreement.

28.2 Notwithstanding any legal dispute, disagreement or difference, the parties here to, shall continue to perform the respective obligations under the contract.

Annexure-1

BIDDERS COMPANY DATA:

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

**Annexure-2 FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE
FOR EMD & CPG**

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

In consideration of the _____ (Bidder) submitting the Bid inter alia for supply of power during the period _____ to _____ on short term basis, in response to the RfP issued vide Event No. _____ and _____ being a bidder, required to deposit EMD as per the terms of the RfP, the _____ (Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay Tata Power (hereinafter referred to as "Procurer") forthwith on demand in writing from

Tata Power or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. _____/- (Rupees _____ only), on behalf of M/s _____ (Bidder).

This guarantee shall be valid and binding on this bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties. The guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit

Our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____

only). Our Guarantee shall remain in force until _____. The Procurer shall be entitled to invoke this Guarantee until _____ (enter the date one month later than above mentioned date).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) and it shall remain in force until

_____ with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For _____ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this _____ day of _____