

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

(Largely 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 as amended time to time)

Tata Power Delhi Distribution Limited (TPDDL)

INVITATION FOR BIDS

**Tender enquiry No. - Tata Power-DDL/PMG/Tender/Power
/Purchase-2022-23/06**

S. No.	Event	Date & Time
1.	Publication of RfP/ Activation of Event	14 th March' 2023
2.	Queries by bidders (if any)	17 th March' 2023
3.	Response to bidder's queries	20 th March' 2023
4.	Last date of submission of RfP Bids including EMD (15:00 hours)	04 th April' 2023
5.	Opening of non-financial technical Bids (15:30 hours)	04 th April' 2023
6.	Clarification, if any, sought from Bidder(s)	06 th April' 2023
7.	Opening of price bids (12:00 hours)	08 th April' 2023
8.	Issuance of LOA and submission of signed LOA.	After receipt of DERC Approval (as per the Requirement).
Hard Copy of EMD and sealed bids containing all the documents should reach Tata Power-DDL by 4 th April' 2023		

Bids to be submitted through	Physical bids in TPDDL office on the address mentioned below.
Office inviting bids & Place of submission of EMD	Sh. Lalit Kumar HOD-Power Management & BESS TATA Power Delhi Distribution Limited CENNET SCADA Building, 1st Floor Near PP-3 Grid, Kabir Dass Marg, Pitampura, New Delhi -110034 E-mail: lalit.wasan@tatapower-ddl.com Land line: 011-66050742

Details of persons to be contacted in case of any assistance/query	Shri Sandeep Kumar, H.O.G (Power Management Group) Mob: - 9971174097 Email: - sandeep.k@tatapower-ddl.com
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Bidding will be done largely as per the guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 15th May' 2012, 30th March' 2016, 30th December' 2016 & 21st Feb' 2022. Bidders shall submit hard copy of their bid along with supporting documents. Bidders shall note that there will be no reverse auction and hence, are requested to submit their best offers through the bid. Bidders are requested to familiarize themselves with the Short term Power procurement Guidelines notified by the Ministry of power along with amendments issued from time to time carefully before submitting the offer.

1. INTRODUCTION AND BACKGROUND

M/s TATA Power Delhi Distribution Limited (Tata Power-DDL) is a Company incorporated under the Companies Act 1956 having its registered office at NDPL house, Hudson Lines, Kingsway Camp, New Delhi-110009, engaged in the business of distribution of electricity within its licensed area in NCT of Delhi. Tata Power-DDL is inviting bids for procurement of Up to 150 MW slot wise power under Short Term arrangement for the period from 01.05.2023 to 31.07.2023, 16.08.2023 to 31.08.2023 & 01.09.2023 to 15.09.2023. The power would be procured under '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).

2. QUANTUM OF POWER

The Bidder(s) should be capable of supplying power to Tata Power -DDL, as detailed below:

Month/Hours	May' 2023 to September' 2023
Slotwise	Upto 150 MW

1. The Successful bidders/traders would be required to apply Short Term Open Access on behalf of Tata Power-DDL (beneficiary in this case is Tata Power-DDL) in such a manner that separate STOA charges upto delivery point are neither to be billed to Tata Power – DDL nor payable by the bidder in respect of this transaction and the same is dealt within Tata-Power-DDL long term Transmission Access (LTA/T-GNA as applicable) as per the provisions of CERC Sharing Regulations’ 2020. Further, the bidders/traders should ensure that they are able to supply their contracted quantum within the supply period offered by them.
2. Tata Power-DDL may decide to take any quantum (MW) up to the capacity mentioned in the below specified requisitions during any specific month/period based upon the requirement and competitiveness of bids received, subsequent to Approval by Hon’ble DERC (as per requirement).
3. Tata Power-DDL reserves the right to increase the supply quantum (in MW) by 20% if there is a shortfall in the Total quantum of energy to be procured by Tata Power-DDL or the same is required otherwise. Successful bidders may be required to supply this additional quantum of energy on same terms and conditions as mentioned in this RFQ. Please note that the same is not mandatory and bidder shall have the option of increasing the quantum as requested by TPDDL.

TPDDL Power Requirement

Requisition No.	Period	Time Slots (Hours)	Required Quantum (MW)	Minimum Bid Quantum (MW)	*Delivery Point
1	01.05.2023 to 15.05.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 100	25	NR Periphery
2	16.05.2023 to 31.05.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 150	25	
3	01.06.2023 to 15.06.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 150	25	
4	16.06.2023 to 30.06.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 150	25	
5	01.07.2023 to 15.07.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 100	25	
6	16.07.2023 to 31.07.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 150	25	
7	16.08.2023 to 31.08.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 75	25	
8	01.09.2023 to 15.09.2023	00:00-03:00,14:00-17:00 & 21:00-24:00	Up to 100	25	

*Delivery point has been specified in line with clause 5.3 of guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30th March’2016.

3. QUALIFICATION CRITERIA

- 3.1 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 subject to condition that offers from each source shall not be less than the Minimum Bid quantum specified in the bid documents. Offer of less than above specified quantity will result into non responsiveness of bid.
- 3.2 The quantum of power offered by the bidder shall be firm power for the duration mentioned above.
- 3.3 If the bidder is a company, he/they must submit the details of bidder Company as per Annexure '1' of tender specification for consideration of their bid.
- 3.4 If the bidder is a Trader, he/they should submit a copy of the valid category of Trading License or equivalent Trading License issued by the Appropriate Commission.
- 3.5 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.
- 3.6 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).

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

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 Slotwise 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 04 hours, the EMD shall be calculated as Rs. 30,000 x (15 days / 30 days) x (04 hrs / 24 hrs).

The original EMD along with all the bid documents (in a sealed envelope) needs to be received by TPDDL on or before the bid submission date in TPDDL office.

EMD shall be valid for a period of 90 days after the opening of price bids, 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 : Tata Power Delhi Distribution Limited.
Name of the Bank : Axis Bank
Account No. : 915030039791179
RTGS/NEFT/IFSC code : UTIB0001609

4.1 The EMD shall be forfeited:

- a. If Bidder withdraws bid during Bid Validity Period except as provided in the MoP Guidelines for Short Term Power purchase as amended from time to time.
- b. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

4.2 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).

5 CONTRACT PERFORMANCE GUARANTEE (CPG)

5.1 The Successful Bidder(s) shall be required to furnish CPG within 7 days from the date of Selection of Successful Bidder(s) 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.

5.2 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.

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

5.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the Contractual obligations. The CPG shall be released within 30 days after completion of Contract Period and fulfilment of contractual obligations by the successful bidder.

6 TARIFF STRUCTURE

- 6.1 The Bidder shall quote single tariff in INR at the Delivery Point, dependent on the power exchange rate as per Clause 8.4 and Clause 8.5, up to three (3) Decimal places which shall include capacity charge, energy charge, trading margin (in case of bidder being a trader), applicable charges/losses up to Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.
- 6.2 For avoidance of doubt, Intra-state open access charges & losses (for example STU transmission charges and losses along with POC injection charges and losses (as applicable) up to the POC interface are on Seller's account and charges beyond the delivery point such as POC drawl charges (T-GNA charges) and losses (**Weekly ISTS Transmission Losses**) along with intra- state open access, transmission charges and losses are on Procurer's account.
- 6.3 It may further be noted that effect of any change in Transmission charges/Change in STOA mechanism occurring due to any "change in law event" shall be borne by the bidder from supply point upto the delivery point (NR periphery) and beyond the delivery point, I.e. NR periphery to TPDDL periphery, any such charges shall be borne by TPDDL
- 6.4 Bidders(s) is / are required to ensure availability of necessary infrastructure before Participating in the bid.

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.

7 BIDDING PROCESS

- 7.1 Tata Power-DDL 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 TPDDL website.
- 7.2 Bid Submission: Bids are to be submitted physically in TPDDL office. All the documents uploaded by Tata Power-DDL on its website will form an integral part of the contract.
- Bidders are required to carefully go through the RfP, prepare the required documents and submit all the original bid documents as asked for in the RfP, in TPDDL office within the stipulated date and time as given in the RfP.
- 7.3 Bidders should take note of all the addendum / corrigendum related to the RfP uploaded on TPDDL website.
- 7.4 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. **Please note that prices are to be quoted in form of power exchange rate minus the offered discount rate.** For sake of clarity it is explained that power exchange rate shall be the slot wise rates discovered in IEX Day Ahead Markets for the particular slot in any specific supply period/month.

7.5 Ranking of the bidders will be done accordingly. For example, bidder 1 quotes a rate of Exchange -40 Paisa and Bidder 2 quotes a rate of exchange -50 Paisa, in this case bidder 2 will get preference over bidder -1. The bidder quoting the highest discount for each requisition shall be considered as the successful bidder.

7.6 Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO). 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.

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

8 VALIDITY OF TENDER AND OFFER

The offer against tender should remain valid for a period of Fifteen (15) days from the day of opening of price bids. In case more time is required for regulatory approval beyond the initial validity of Fifteen (15) days, Tata Power-DDL shall seek validity extension from the bidders. In such case, bidders shall have the option of extending their bid along with EMD beyond the original validity period.

9 CONDITIONAL AND INCOMPLETE TENDER/BIDS

Conditional and incomplete tenders/bids are liable to be rejected.

10 OPENING AND EVALUATION OF BID

10.1 Technical proposals for those tenders whose original copy of EMD has been received and will only be opened and the remaining shall be rejected.

10.2 Tata Power-DDL 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, shall be opened as per the procedures specified in the Bid document.

11. ISSUANCE OF LETTER OF AWARD (LOA)

- 11.1 The Bidder after price bid comparison (after considering the discount rates) process will be ranked in accordance with the tariff offered in ascending order.
- 11.2 Tata Power-DDL 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.
- 11.3 Tata Power-DDL shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity. In the event Tata Power-DDL rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case Tata Power –DDL fails to issue the LoA within the offer validity period, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- 11.4 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.
- 11.5 In case the LOA is issued but Selected Bidder(s) is / are not in a position to fulfil the requirement, being selected in another bidding process or due to any other reason the EMD / CPG shall be forfeited as the case may be.
- 11.6 After selection, a Letter of Award (the “LOA”) shall be issued subsequent to Approval by Hon’ble DERC (as per requirement), in duplicate, by Tata Power-DDL to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date (7 days from issuance of LOA), Tata Power –DDL 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 LOA. Bidder/trader will initiate the process of submission of Open Access application on behalf of Tata Power-DDL immediately after receipt of LOA.

12. CONTRACT AWARD AND CONCLUSION

LOA will be issued by Tata Power-DDL to the selected Bidders within the offer validity period. Issuance of LOA by Tata Power-DDL in line with the terms and conditions specified in this RfP and acceptance/ acknowledgement of the LOA by the Selected Bidder(s), will be construed as a binding contract. No separate Power Purchase Agreement (PPA) will be signed by Tata Power-DDL in this Regard. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the terms of LOA. Tata Power-DDL 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-DDL LoA within seven (7) working days of date of issuance of such Letter of Award (LoA) by Tata Power-DDL.

13. RIGHT TO ACCEPT / REJECT THE BID:

Lowest valid rate/offered price should normally be accepted. TataPower-DDL reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

14. FORCE MAJEURE:

Force Majeure Events shall mean the occurrence of any of the following events:-

- a) Any restriction imposed by RLDC / SLDC in scheduling of power due to breakdown of Transmission / Grid constraint shall be treated as Force Majeure without any liability on either side.
- b) Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- c) The contracted power will be treated as deemed reduced for the period of transmission constraint. The non / part availability of transmission corridor should be certified by the concerned RLDC / SLDC.
- d) Tata Power-DDL would return the CPG in case of non-availability of transmission corridor during the contract period.

15 Booking of Transmission Corridors

15.1 The successful bidder(s)/Trader(s) shall apply for booking of the open access transmission Corridor on behalf of Tata Power-DDL to nodal RLDC in line with applicable short term open access Regulations in place (Presently Open Access can be applied three (3) months in advance). 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).

- 15.2 The successful bidder(s)/Trader(s) shall apply for booking of advance reservation in such a manner so as to get the maximum/full quantum from the shortest route.
- 15.3 The successful bidder(s)/Trader(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-DDL shall be reimbursed to the successful bidder(s)/Trader(s).
- 15.4 In case Tata Power-DDL surrenders the already booked Open Access corridor, Tata Power-DDL shall bear the Open Access Charges, to be deducted by NRLDC for such surrender of booked corridor as per the prevailing open access regulations.
- 15.5 In case if the transmission corridor booked on advance reservation basis, is surrendered / cancelled or caused to be cancelled by any action on the part of the trader / seller, then all such transmission charges along with the applicable penal charges (if any) will be borne by Trader / Seller.

16 BILLING

Sellers will raise weekly bills on provisional basis based on the provisional energy data as per RLDC website. After receipt of Regional Energy Accounting (REA) for the previous month from RLDC, final bill for the month shall be raised with necessary adjustment along with complete details of power scheduled at the delivery point and/or other documents / information, as may be required for bill verification. For the purpose of weekly billing, each month shall be divided into four parts, starting from 00:00 hours of 1st, 9th, 16th and 24th day of month to 24:00 hours of 8th, 15th, 23rd and last day of the month respectively. The bills of compensation (as stipulated in this RfP document) for a month shall be included in the final monthly adjustment bill. Slot wise rate (calculated based on the exchange rate adjusted for the offered discount) will be used for the purpose of billing. For example, if exchange rate of a particular slot in particular day/date is Rs. 05:00 per unit and discount offered by the bidder is 50 Paise per unit then billing rate for that day/slot will be Rs. 4.50-/Unit.

17. PAYMENT

Tata Power-DDL will make the payment of the energy bills to the Selected Bidder through RTGS within 7 working days (**hereinafter referred to as due date, excluding the day on which the bill is received**) from the date of receipt of the complete & correct energy bills in favor of HOD (Power Management Group) Tata Power-DDL, New Delhi through Email at (Power.Management@tatapower-ddl.com and Treasury.Management@tatapower-ddl.com) . In the event of the due date of payment being a Bank / Discoms holiday, the next working day shall be considered as the due date of payment. In case of timely payment by Tata Power-DDL, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.

The due date of payment of open access bills will be 7 working days from the issue of the bill (excluding the day on which the bill is received).

For Example: For the purpose of determination of due date, the day 1 shall be the 'X'+1 day, where 'X' is the date of receipt of bill by Tata Power-DDL

18. REBATE ON PAYMENT

A rebate @ 2 % shall be applicable on payment of Energy bill within due date of payment and 1% within 30 days from due date.No rebate shall be applicable on payment of Open Access Bills.

19. 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 the Discom on the energy bills shall not be treated as outstanding. No surcharge would be applicable up to 30 days from the due date.

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

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

20.2In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.

20.3In case deviation from Bidder side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Bidder shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied in a month and continueto pay for the open access charges as per the contract.

Please note that GST at the applicable rate will be applicable on the compensation amount as specified above.

21. PAYMENT SECURITY MECHANISM

Tata Power-DDL shall provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in LOA. LC shall be opened before commencement of supply of power. The LC shall be operated only in case Tata Power-DDL fails to make payment after a period of 30 days from the bill due date.

22. Consequences on Sale of Contracted Power to third Party without consent of the Procurer-

In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be Entitled to claim damages from the Seller for an amount equal to the higher of :

- (a) Twice the Tariff as per the LOI for the corresponding contracted power; and
- (b) Entire sale revenue accrued from Third Parties on account of sale of this contracted power.

These damages shall be in addition to Liquidated Damages as per Para 23 of the bid documents, for failure to supply the Instructed Capacity.

On a complaint to this effect by the Procurer to the concerned load dispatch center, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

23. COMMUNICATION

23.1 All parties shall rely upon written communication only.

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

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

24. GOVERNING LAW

All matters arising out of or in conjunction with the Bid Document and / or the bidding

process shall be governed by and construed in accordance with Indian law and the Courts in the State (New Delhi) shall have exclusive jurisdiction.

25. Change in Law

- 25.1 Any change in transmission charges and open access charges
- 25.2 Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller.

26. DISCLAIMER

Neither Tata Power-DDL 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-DDL or its employees.

27. DISPUTE RESOLUTION

- 27.1 All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- 27.2 All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 27.3 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 / DERC / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- 11.** Other Information, if any.

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-DDL (hereinafter referred to as "Procurer") forthwith on demand in writing from Tata Power-DDL 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 _____

Supply period & Bid quantum details

Requisition No.	Period	Time Slots (Hours)	Bid Quantum (MW)	Minimum Bid Quantum (MW)	*Delivery Point
1	01.05.2023 to 15.05.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	NR Periphery
2	16.05.2023 to 31.05.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	
3	01.06.2023 to 15.06.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	
4	16.06.2023 to 30.06.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	
5	01.07.2023 to 15.07.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	
6	16.07.2023 to 31.07.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	
7	16.08.2023 to 31.08.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	
8	01.09.2023 to 15.09.2023	00:00-03:00,14:00-17:00 & 21:00-24:00		25	

*Delivery point has been specified in line with clause 5.3 of guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30th March'2016.

Signature: (Authorized Signatory)

Name: _____

Designation: _____

Telephone No: _____

Fax No: _____

E-mail ID: _____