



**AmulFed Dairy Gandhinagar**  
**(A Unit of Gujarat Cooperative Milk Marketing Federation Ltd)**

**Near Indira Bridge, Ahmedabad-Gandhinagar Highway, Bhat,**  
**Gandhinagar 382428**

**Phone 23969055-56 Fax 079-23969059**

**Invitation for Bidding (IFB)**

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**TENDER FOR PURCHASE OF ELECTRICITY GENERATED THROUGH WIND TURBINE GENERATOR (WTG) 2.1 MW CAPACITY WITH MINIMUM GUARANTEED SUPPLY OF 6600 MWH/ANNUM FOR AMULFED DAIRY (A UNIT OF GCMF LTD) GANDHINAGAR, AT AFDG 66KV SUB-STATION BUS AS PER BILLING UNITS (CREDITED) OF DISCOM: UGVCL, CONTRACT DEMAND: 12000KVA**

**IFB Reference: AFDG:PUR: P&U: IFB /2019 / Tender / FEBRUARY-2019**

**Price NIL**

AmulFed Dairy Gandhinagar  
(A Unit of Gujarat Cooperative Milk Marketing Federation Ltd)

TENDER NOTICE

We invite sealed bids from eligible bidders for the following projects:

**TENDER FOR PURCHASE OF ELECTRICITY GENERATED THROUGH WIND TURBINE GENERATOR (WTG) 2.1 MW CAPACITY WITH GUARANTEED SUPPLY OF MINIMUM 6600 MWH/ANNUUM FOR AMULFED DAIRY (A UNIT OF GCMMF LTD) GANDHINAGAR, AT AFDG 66KV SUB-STATION BUS AS PER BILLING UNITS (CREDITED) OF DISCOM: UGVCL, CONTRACT DEMAND: 12000KVA**

Kindly visit our website [www.amul.com/m/b2b](http://www.amul.com/m/b2b) for further details.

General Manager  
AmulFed Dairy Gandhinagar

**Near Indira Bridge, Ahmedabad-Gandhinagar Highway, Bhat,  
Gandhinagar 382428  
Phone 079-23969055-56 Fax 079-23969059**

For website WWW.AMUL.COM

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|                         |                                                                                                                           |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Bid Reference           | AFDG: P&U: PUR: IFB/Open access/2019 Tender FEBRUARY                                                                      |
| Pre bid meeting & Venue | 20.02.2019 at 3:30 pm at AFD Conference Room. Pre-bid meeting shall be conducted with the eligible WTG interested for PPA |
| Submission              | Up to 3 pm of 25.02.2019                                                                                                  |

|          |                                                                                        |
|----------|----------------------------------------------------------------------------------------|
| Opening  | 25.02.2019 @ 3:30 PM in front of bidders' representatives at AmulFed Dairy Gandhinagar |
| EMD (Rs) | NIL                                                                                    |

Please refer tender document for detailed terms and conditions including technical/ requirement specifications. Price of the bidding document is NIL AFDG reserves the right to reject the whole or part of any or all the bids received without assigning any reasons.

### **ELIGIBILITY CRITERIA**

The Bidder should be a corporate entity duly incorporated under the relevant laws. The Bidder must be an independent power producer through WTG with good track record and seriously willing to participate in the bidding process for supply of wind power (electricity generated through WTG) to AFDG.

#### **Financial Capacity**

The Bidder shall have a minimum positive Net Worth (the “Financial Capacity”) of Rs. 3 Cr (Rupees Three Crores only) in each of the last three (3) financial years preceding the Bid Deadline.

#### **Technical Capacity**

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder fulfils the Technical Capacity and the Bidder shall submit documentary evidence regarding the same in its Bid) shall:

- a. have the capability to supply the Contracted Capacity at Delivery Point on minimum guaranteed of 6600 MWH per annum from 2.1 MW WTG
- b. own and operate generating unit(s) having an installed capacity equivalent to at least the Contracted Capacity of 2.1 MW WTG;

## **General Term**

2.1.4.3 As per draft PPA

### **2.2. General**

2.2.1. No Bidder shall submit more than one Bid in the same bidding process from the same generation source.

2.2.2. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.2.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.

2.2.4. The draft PPA provided by bidder as part of the Bidding Documents shall be deemed to be part of this RFP and shall be basis for PPA to be executed out of this RFP.

### **2.3. Bid Bond**

Not applicable

The qualification criteria, if required, may be revised based on inputs from the participants in the pre-bid meeting and will be uploaded in the website accordingly

General Manager – AmulFed Dairy Gandhinagar

Documents Required with BID,

1. Draft PPA
2. IT return filed (last two years)
3. Balance sheet last three years

All liaison works with approval from concerned statutory body, UGVCL, SLDC etc. are in the scope of Supplier.

### **A BRIEF ON AMULFED DAIRY**

AmulFed Dairy Gandhinagar is a pride for India being the largest Dairy in Asia (3500 KLPD – Ton per Day gearing up to process 5000 KLPD with all kinds of Dairy Products) and most likely to be the world's largest multi-products Dairy in single location. AmulFed Dairy Gandhinagar has milk processing and packing capacity of 60,000 BPH Aseptic Bottling Plant, 800 TPD of APS in TETRAPAK Laminate Packs, fully automated two 50 KLPH and 5 number 30 KLPH Milk Processing Lines with au-standardization and Continuous Butter Manufacturing Machine and butter packing lines, 2 LLPD Ice-cream, 310 MTPD Milk Powder, besides, Gulabjamun, Pizza, beverages, probiotic products etc to process 5000 KLPD milk. Being a process industry of perishable food item, uninterrupted operation is must in every front for continuous operation of the dairy 24 hours a day, 7 days a week and 365 days years after years. Losses to AmulFed Dairy are huge even for a momentary disturbance at any operation. To face the challenges of escalating fuel and energy bills, we are ambitiously looking for a the best practices to have the most efficient system in design, engineering, procurement and construction of a plant and operation and maintenance of the plant most efficiently by young, dynamic, energy conscious, dedicated and motivated team of engineers and managers. Concept of Regeneration Dairy is introduced to design the most energy efficient plant under which water as energy carrier should be judiciously flowed in such a way that water out of a process is at temperature above ambient should move towards hot stream and below ambient should flow towards cold stream so that minimum fuel is consumed in raising water temperature and minimum power is consumed in refrigeration. Entire air-conditioning load will be segregated to Vapour Absorption system using waste or solar heat in future. Hot water will be generated from compressors heat recovery, condensing economiser, separator, milk condensate etc. The plant is designed for 100% condensate recovery system

**PRODUCTS MIX**

| SN | Products                | Capacity   |        |          |
|----|-------------------------|------------|--------|----------|
|    |                         | UoM        | Target | Existing |
| 1  | Ice-cream               | LLPD       | 2      | 2        |
| 2  | UHT – White Milk        | LLPD       | 5      | 5        |
| 3  | UHT – Beverages & Cream | LLPD       | 5      | 3        |
| 4  | Powder                  | TPD        | 310    | 160      |
| 5  | Fresh Beverages         | LLPD       | 5      | 2        |
| 6  | Fresh Milk              | LLPD       | 15     | 10       |
| 7  | Butter Oil              | MTPD       | 160    | 75       |
| 9  | Yogurt                  | MTPD       | 3      | 1        |
| 10 | Pizza                   | Pieces/day | 5000   | 3000     |



The Taste of India



**REQUEST FOR PROPOSAL**

**FOR**

**SUPPLY OF POWER UNDER OPEN ACCESS TO**

**AmulFed Dairy (A Unit of GCMMF Ltd) Bhat Gandhinagar at 66 KV and PFP  
Gandhinagar Sector 25 at 11 KV**



**Issued by**

GM - AFDG

Bhat Gandhinagar

## **DISCLAIMER**

1. This Request for Proposal (RFP) document is not an agreement or offer by the Procurer to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.
  
2. This RFP, along with its Formats, is not transferable. The RFP and the information contained therein are to be used only by the person to whom it is issued. Save and except as provided in Clause 2.18 of the RFP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RFP, this RFP must be kept confidential.
  
3. While this RFP has been prepared in good faith, neither the Procurer, its employees nor advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP.
  
4. Neither the Procurer, its employees nor its advisors / consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award for supply of power, the information supplied by or on behalf of Procurer or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said supply of power.



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## **DEFINITIONS**

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents.

**"Act"** shall mean the Electricity Act, 2003, and include any modifications, amendments and substitution from time to time;

**"Agreement"** shall mean the Power Purchase Agreement (PPA);

**"Appropriate Commission"** shall mean the Gujarat Electricity Regulatory Commission or Central Electricity Regulatory Commission as may be applicable as per Electricity Act 2003;

**"Bid"** shall mean the Non-Financial Bid and the Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

**"Bidder"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns, as the context may require";

**"Bidding Company"** shall refer to corporate entity that has submitted the Bid in accordance with the provisions of this RFP;

**"Bid Bond"** shall mean the unconditional and irrevocable Bank Guarantee to be submitted along with the Bid by the Bidder under Clause 2.3 of this RFP, as per prescribed Format 4.7;

**"Bid Deadline"** shall mean the last date and time for submission of Bid in response to this RFP as specified in Clause 2.12.1 of this RFP;

**“BPPA”** shall mean the back to back Power Purchase Agreement to be entered into PTC India Limited or any other company and the Successful Bidder, a draft of which is attached hereto including all its schedules, annexure and all amendments or modifications;

**“AFDG”** shall mean AmulFed Dairy of GCMMF Ltd having its Registered Office at Amul Dairy Road Anand 388001 and Factory address AFDG Bhat Gandhinagar and PFP Sector 25 Gandhinagar shall be used interchangeably for Procurer in the context and relevance of this RFP;

**“CERC”** shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

**“Consents”** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, NOC, concessions, concurrence or consent required to be obtained under Applicable Law for the purpose of delivering the Contracted Capacity at the Delivery Point under Open Access;



**“Contracted Capacity”** shall mean the power (in MW) contracted between the Seller and the Procurer at the Delivery Point defined in this RFP;

**“Contract Performance Guarantee (CPG)”** shall have the meaning as ascribed to herein in this RFP;

**“Cross Subsidy Surcharge (CSS)”** shall mean such surcharge leviable on a consumer availing Open Access as may be determined or notified by the Appropriate Commission from time to time;

**“CTU” or “Central Transmission Utility”** shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

**“Delivery Point”** shall mean the interconnection/metering point of the Procurer (i.e. **AmulFed Dairy**) with Discom (UGVCL) interface operating at 66 kV voltage level and PFP DISCOM Torrent Power Ltd at 11 KV in Gujarat. It is clarified that for AFDG TEC #1 and #2 is at AFDG end (at 66KV), and TEC#3 is at UGVCL Bhat SS at 66 KV and TPL SS;

**“Discom”** shall mean the power distribution company in the area of the Procurer which is presently UGVCL and TPL and includes its successors, executors and permitted assigns as the context may require;

**“Effective Date”** shall mean the date from which the PPA becomes effective;

**“Electricity Act 2003”** shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time.

**“Financial Bid”** shall mean the Tariff quoted at Delivery Point submitted online by the Bidder as per Clause 2.7.1.1 (II);

**“Generating Unit”** shall mean any of the generating units of the power plant of the Seller, specified as generation source by Bidder in its Bid;

**“Grid Code” / “IEGC” or “State Grid Code”** shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

**“Investment Agreement”** shall mean the tripartite Investment Agreement to be entered into by Procurer, Seller and Promoters of the Seller Company, only if applicable;

**“Law”** shall have the same meaning as ascribed thereto in the PPA;

**“Letter of Intent” or “LOI”** shall mean the letter to be issued by the Procurer to the Successful Bidder for supply of Contracted Capacity at Delivery Point in accordance with this RFP;

**“MTOA”** shall mean the Medium Term Open Access for any period exceeding three months but not exceeding three years;

**“NOC”** shall mean the No Objection Certificate/ Open Access permission/ Concurrence/ Approval issued by the concerned Distribution Licensee/ SLDC/ Transco/ any other relevant authority as may be applicable from time to time;

**“Non-Financial Bid”** shall mean the documents as specified in Clause 2.7.1.1 (I) of the RFP;

**“Open Access”** shall mean Open Access as defined in the Electricity Act 2003 and as may be amended from time to time;

**“Parent Company”** shall mean a company that holds at least twenty six percent (26%) of the paid - up equity capital directly or indirectly in the Bidding Company

**“Party”** shall mean either Seller or Procurer individually;

**“Parties”** shall mean Seller and Procurer collectively;

**“PPA”** shall mean the Power Purchase Agreement to be entered into between AFDG and the Seller, a draft of which is attached hereto including all its schedules, annexure and all amendments or modifications;

**“Procurer”** shall mean the AFDG, which is carrying out this bidding process for selection of the Successful Bidder;

**“Qualification Requirements”** shall mean the qualification requirements as set forth in Clause 2.1 of this RFP;

**“Qualified Bidder(s)”** shall mean the Bidder(s) who, after evaluation of their Non-Financial Bid stand qualified for opening and evaluation of their Financial Bid;

**“REA”** shall have the same meaning as specified in Grid Code and issued by the relevant RPC secretariat or other appropriate agency for each week and for each month, including the revisions and amendments thereof;

**“Regulations”** shall include the regulations and their amendments made or issued under Electricity Act 2003 and will also include but not limited to the Regulation made or issued by the Electricity Regulatory Commission and any circulars, directives, clarifications, policy matters issued by the Distribution Licensee, Transmission Licensee and SLDC relating to sale of electricity by the Seller to the Procurer under Open Access;

**“RFP”** shall mean this Request for Proposal along with all formats and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

**“RPC”** means the Regional Power Committees set up by the Government of India under Section 55(2) of the Act for the Northern Region, Western Region, Southern Region, Eastern Region and North-eastern Region;

**“Seller”** shall mean the Successful Bidder who execute the PPA with AFDG, as the case may be and shall be responsible for supplying power at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

**“SERC”** shall mean the State Electricity Regulatory Commission constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

**“STOA”** shall mean the Short Term Open Access for any period not exceeding one month;

**“STU”** or **“State Transmission Utility”** shall mean the Board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act;

**“Successful Bidder”** shall mean the Bidder selected by the Procurer pursuant to this RFP for supply of power as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;

**“Tariff”** shall mean the all-inclusive per kWh rate quoted by the Bidder at Delivery Point under the Financial Bid;

**“Trading Licensee”** shall mean the Bidder which is an Electricity Trader possessing Category-I Trading License issued by appropriate Commission and submits its Bid on the basis of an exclusive power purchase agreement executed with the generating entity from where the power is proposed to be supplied by the Bidder;



# **SECTION – 1**

## **INTRODUCTION**







## SECTION 1

### 1. INTRODUCTION

- 1.1. AFDG (hereinafter referred to as “**Procurer**”) invites interested Bidders to participate in the Bidding Process for selection of Successful Bidder for procurement of power on short/medium term open access. The responsibility of the Successful Bidder would be to supply power to the Procurer as per the terms and conditions of the RFP Documents.
  
- 1.2. The Procurer proposes to select the Bidder having the prescribed qualifications and whose Tariff is found to be acceptable as per the provisions of Clause 3.4 to become Seller.

In case the Seller supplies the power under the Group Captive mode, then the Power Purchase Agreement (PPA) and other RFP Documents shall be signed between the Procurer and the Seller. The Procurer shall pay to the Seller the Tariff pursuant to and as per the terms and conditions of the Power Purchase Agreement.

### 1.3 **Power Procurement**

#### 1.3.1 **Scope**

Brief scope of power procurement is given as under:

| Sr.<br>No | Scope                | Details                                                                                |
|-----------|----------------------|----------------------------------------------------------------------------------------|
| 1.        | Procurer             | AFDG                                                                                   |
| 2.        | Location             | 66 KV SS of AFDG Bhat Gandhinagar and<br>11 KV SS of PFP of AFDG Sector 25 Gandhinagar |
| 3.        | Contracted Capacity  | As specified                                                                           |
| 4.        | Minimum Bid capacity | As specified on RTC (00:00-24:00)                                                      |
| 5.        | Contract Period      | The contract/agreement shall be valid for a period                                     |

|    |                         |                                                                                                                                                   |
|----|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                         | <p>from up to</p> <p>The contract/agreement may be extended by AFDG with same Tariff, terms and conditions of agreement, for the period up to</p> |
| 7. | Scheduled Delivery Date | Shall be                                                                                                                                          |
| 8. | Delivery Point          |                                                                                                                                                   |

|    |             |                                                                                                                                                                                                                                                                                                                                                                                               |
|----|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9. | Open Access | <p>The Seller shall be responsible for arranging transmission access and open access including obtaining No Objection Certificates and other liaison works with all concerned statutory and non-statutory agencies like distribution companies, load despatch centers, etc. during the term of the contract.</p> <p>The Seller shall be responsible for scheduling of power at both ends.</p> |
|----|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*\*During the term of the Contract, Procurer may increase Contract Capacity up to at Delivery Point on round-the-clock basis subject to capacity available with the Seller and approvals from authorized agency for grant of Open Access. In such case, the Seller shall revise the Contract Capacity up to MW at same Tariff and Terms of Agreement entered into between Procurer and Seller as per Clause 1.3.2.*

1.3.2 The PPA and Investment Agreement, if applicable, sets forth the detailed terms and conditions for grant of the Contract to the Seller, including the scope of Seller's services and obligations (the "**Contract**").

**1.3.3 Evacuation of Power**

The responsibility for evacuation of power from the generation source bus bar up to the Delivery Point shall be to the account of Seller. The Procurer shall not be responsible for any issue whatsoever, including but not limited to issues related to network constraints, power generation and supply issues at Seller's

end and before the Delivery Point, or any other issue, during the term of the contract.

#### **1.3.4 Medium Term Open Access (MTOA)**

It shall be the responsibility of the Seller to supply power on medium term basis. However, till the medium term open access is granted, the Seller is to supply power under short term open access as per applicable regulations.

The Seller has to apply for MTOA as well as STOA immediately on receipt of LOI/ PPA. In case of delay in applying open access, the penal action as per terms of PPA will be applicable.

#### **1.3.5 Quantum**

The Seller shall supply 100% of the Contracted Capacity (i.e. MW) on RTC (00:00 hours to 24:00 hours) basis during the term as specified in this RFP. Non-supply of power at the Delivery Point due to any reason whatsoever shall be on the account of Seller and the Procurer shall be duly compensated as per the terms of the PPA.

#### **1.3.6 Tariff**

The Tariff quoted by Bidder shall be all inclusive rate per unit of electricity at Delivery Point for the entire term of contract. The tariff shall include all statutory/ regulatory charges and losses, transmission and wheeling charges & losses, scheduling and operational charges, taxes and electricity duties, and any other charges up to Delivery Point. The Tariff also include other charges including CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges), additional surcharge, and any other applicable charges, except for the RPO (Renewable Power Obligation) charges, which shall be borne by the Procurer itself.

If any duty/ taxes/ charges applicable to and paid by the Procurer, will be deducted from Tariff and deposited by Procurer accordingly and documentary proof of the same shall be submitted to the Seller.

# **SECTION - 2**

**INFORMATION AND  
INSTRUCTIONS  
FOR BIDDERS**





## SECTION – 2

### 2.INFORMATION AND INSTRUCTIONS FOR BIDDERS

#### 2.1. Qualification Requirements

As Given in IFB

#### General Term

- 2.1.4.3 In case the Bidder intends to supply power on medium term basis under group captive model, the Bidder shall ensure that generating unit(s) from which power is identified to be supplied shall either be currently certified as Captive Generating unit(s) by respective State Electricity Regulatory Commission (SERC) or any appropriate authority, wherein the unit(s) is located or Bidder agrees to get the unit certified as Captive Generating unit(s) by respective SERC or the appropriate authority not later than Bid Deadline, and shall absorb all charges in its Tariff as specified in Clause 1.3.6, applicable time-to- time (as per regulations) to Procurer;
- 2.1.4.4. In case the Bidder intends to supply power on medium term basis under bilateral model, the Bidder shall absorb all charges in its Tariff as specified in Clause 1.3.6, applicable time-to-time to Procurer;
- 2.1.4.5. In case the Bidder is a Trading Licensee and intends to supply power on medium term basis under bilateral model (Trading Licensee is not permitted to supply power under group captive model), the Trading Licensee shall have executed exclusive Power Purchase Agreement pursuant to the RFP documents hereto, and shall provide a copy of the same as part of its Bid, and the Trading Licensee shall absorb all charges in its Tariff as specified in Clause 1.3.6, applicable time-to-time to Procurer;

2.1.4.6. In case Bidder is a Group captive and intends to supply power under group captive scheme then the Bidder has to enter a tripartite investment agreement, which will be between Procurer (AFDG), Seller and Promoters of the Seller Company. The Promoter has to agree to transfer the Equity Shares of the Seller to the Procurer. The Promoter has to provide a Bank Guarantee (as per Annexure attached in RFQ) to the Procurer, for a value equal to the Purchase Price of equity, and valid up to three months after completion of term of the PPA, as a security against the purchase of Equity Shares by the Procurer.

2.1.4.7. The Bidder shall undertake (as per Format 4.5) not to submit any other bid, on the basis of the same generation source and quantum of power from such source as mentioned in its Bid, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier subject to a maximum period of one hundred and twenty

(120) days from the Bid Deadline. If the Bidder is a Trading Licensee, it shall undertake (as per Format 4.5) not to submit any bid, on the basis of the exclusive power purchase agreement submitted along with its Bid for the same quantum of power and generation source specified therein, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.

2.1.4.8. The Bidder should be in a position to operationalize the contract by actual injection of power by ...

2.1.4.9. During the term of the contract, AFDG may increase Contract Capacity up to MW at Delivery Point on round-the-clock basis, subject to capacity available with the Seller, and provisions under open access regulations, Seller shall revise the Contract Capacity up to MW at same Tariff and terms of agreement entered into between Procurer and Seller.

## **2.2. General**

2.2.1. No Bidder shall submit more than one Bid in the same bidding process from

the same generation source. For multiple bids multiple tenders are to be purchased.

2.2.2. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.2.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.

2.2.4. The draft PPA and the BPPA, if applicable, provided by Procurer as part of the Bidding Documents shall be deemed to be part of this RFP and shall be basis for PPA to be executed out of this RFP.

### **2.3. Bid Bond**

2.3.1. Each Bidder shall submit the Bid accompanied by Bid Bond, as per format 4.7 of Bid Bond enclosed herewith in the RFP. In case the Bidder is offering power from more than one generation source, the Bid Bond shall be submitted separately for each source. The Bid Bond shall be valid for a period of thirty (30) days beyond the validity of the Bid.

2.3.2. The Bid Bond, may be invoked by the Procurer without any notice, demure, or any other legal process upon occurrence of any of the following:

2.3.2.1. Failure to furnish the Contract Performance Guarantee as per Clause 2.14; or

2.3.2.2. Failure to execute the RFP Documents; or

2.3.2.3. Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 2.10;

2.3.2.4. Bidder withdraw his Bid within its validity

2.3.2.5. The Bid Bonds of all Bidders, whose Bids are declared non-responsive, shall be returned and released by the Procurer within thirty (30) days after the date on which the Financial Bids are opened.

2.3.3. The Bid Bonds of all unsuccessful Bidders shall be returned and released by the Procurer within a period of thirty (30) days of the occurrence of the earlier of the following:

2.3.3.1. submission of the Contract Performance Guarantee as per Clause 2.14 of the RFP and the execution of the RFP Documents (as applicable) by the Successful Bidder; or

2.3.3.2. Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders;

2.3.4. In case of occurrence of the termination/cancellation of Bid process by the Procurer, the Bid Bonds of all Bidders shall be returned and released by the Procurer within a period of thirty (30) days.

2.3.5. The Bid Bond of the Successful Bidder(s) shall be returned on submission of Contract Performance Guarantee as per Clause **2.14** of the RFP.

## **2.4. Cost of Bidding**

2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. AFDG will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4.2. Bidders are encouraged to submit their respective Bids after familiarizing themselves with the information and physical conditions relevant to supply of power to AFDG, including the transmission capacity, location, and any other matter considered relevant by them.

2.4.3. It shall be deemed that by submitting a Bid, the Bidder has:

2.4.3.1. made a complete and careful examination of the Bidding Documents;

2.4.3.2. received all relevant information requested from the AFDG;

2.4.3.3. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the AFDG relating to any of the matters referred to in Clause 2.4.2 above;

2.4.3.4. satisfied itself about all matters, things and information including matters referred to in Clause 2.4.2 hereinabove necessary and required for submitting an informed Bid, execution of the contract in accordance with the Bidding Documents and performance of all of its obligations thereunder;

2.4.3.5. 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 2.4.2 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 AFDG, or a ground for termination of the PPA by the Seller;

2.4.3.6. acknowledged that it does not have a conflict of interest; and

2.4.3.7. agreed to be bound by the undertakings provided by it under and in terms hereof

2.4.4. AFDG 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by AFDG.

2.4.5. All stamp duties payable for executing the RFP Documents shall be borne by the Successful Bidder.

## **2.5. Verification and Disqualification**

2.5.1. AFDG reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by AFDG, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by AFDG shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of AFDG there under.

2.5.2. AFDG reserves the right to reject any Bid and appropriate the Bid Bond if:

2.5.2.1. at any time, a material misrepresentation is made or uncovered, or

2.5.2.2. the Bidder does not provide, within the time specified by AFDG, the supplemental information sought by AFDG for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then AFDG reserves the right to take any such measure as may be deemed fit in the sole discretion of AFDG, including annulment of the Bidding Process.

2.5.3. In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Contract thereby granted by AFDG, that one or more of the pre-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 Seller either by issue of the LOI or entering into of the PPA, and if the Selected Bidder has already been issued the LOI or has entered into the PPA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by AFDG to the Selected Bidder or the Seller, as the case may be, without AFDG being liable in any manner whatsoever to the Selected Bidder or Seller. In such an event, AFDG shall be entitled to forfeit and appropriate the Bid Bond or Contract Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to AFDG under the Bidding Documents and/or the PPA, or otherwise.

## **2.6. Clarifications and Pre-bid Meeting**

2.6.1. The Procurer will not enter into any correspondence with the Bidders, except to furnish clarifications on the RFP and RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP and RFP Documents in writing, through a letter or by fax (and also soft copy by e-mail) to reach the Procurer at the address in Clause 2.7.2.2. For the avoidance of any

doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought in accordance with this Clause 2.6.1.

2.6.2. The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting, which will take place as per below schedule.

**Date & Time:**

**Venue:** AFDG

**Contact Person:**



**Contact Nos:**

**Email ids:**

2.6.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders as per the provisions of Clause 2.6.1.

2.6.4. The Procurer is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

## **2.7. Submission of Bids**

2.7.1. The Bids shall be submitted in two envelopes.

### **2.7.1.1. Bid Formats**

The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 2.7.2.1. The Bid shall comprise of the following:

#### **I. Envelope I – Non- Financial Bid comprising of:**

- i. Scanned Copy of the Bid Bond as prescribed in Clause 2.3.
- ii. Covering Letter as per prescribed Format **4.1**
- iii. Scanned Copy of the Power of Attorney issued by the Bidder in favor of the authorized person signing the Bid, in the form attached hereto as Format **4.2**;
- iv. Bidder Information Sheet as per the prescribed Format 4.3;

- v. Scanned Copy of the Certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder as per the prescribed Format 4.4, as at the closed of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.1.4.1;
  
- vi. For independent power producers:
  - a. Relevant documentary evidence to be submitted as proof for COD of unit and that plant has satisfactorily supplied at least MW on round the clock basis for at least 1 (one) year
  - b. Copy of Fuel Supply Agreement/Arrangement confirming there are no restriction to supply of fuel for generation of power and supplying it to AFDG, or an undertaking (Format 4.8) for supply of uninterrupted fuel supply to meet its obligations under the agreement.
  
- vii. For captive power producers:
  - a. Statement/Report from Chartered Accountant declaring the current shareholding pattern in the identified generating unit(s) and its compliance to rule no. 3(1)(a)(i & ii) and/or 3(1)(b) of Electricity Rule 2005 read in conjunction with Section 9 of The Electricity Act 2003.
  - b. Certificate/Proof of being CPP's for the unit(s) as per Electricity Rule 2005 and The Electricity Act 2003.
  - c. Relevant documentary evidence as proof of COD of unit and that plant has satisfactorily supplied at least 12MW on round the clock basis for at least  
  
1 (one) year
  - d. Copy of Fuel Supply Agreement/Arrangement confirming there are no restriction to supply of fuel for generation of power and supplying it to AFDG, or an undertaking (Format 4.8) for supply of uninterrupted fuel supply to meet its obligations under the agreement
  - e. Details of shareholding as per Format 4.6;
  
- viii. For distribution company: Certificate/Relevant documentary evidence issued from respective regulatory body
  
- ix. For trading licensees:
  - a. Valid Category-I Trading License issued by CERC as proof of legal trader
  - b. Copy of exclusive Power Purchase Agreement duly executed with an eligible corporate entity and following documentary evidence from the respective entity,

Copy of documentary evidence as proof of COD of unit and that plant has satisfactorily supplied at least MW on round the clock basis for at least 1 (one) year

Copy of Fuel Supply Agreement/Arrangement from power producer confirming there are no restriction to supply of fuel for generation of power and supplying it to AFDG, or an undertaking (Format 4.8) from power producer for supply of uninterrupted fuel supply to meet its obligations under the agreement

- x. Initialed RFP Documents;

## **II. Envelope II – Financial Bid**

The Bidder shall inter-alia take into account the following while preparing and submitting the Financial Bid online.

- i. The Bidder shall submit their Tariff at the Delivery Point;

- ii. The quoted Tariff shall be an all-inclusive Tariff up to the Delivery Point and no exclusions shall be allowed. The Bidder shall take into account all statutory/regulatory charges and losses, transmission and wheeling charges and losses, taxes, levies, duties, electricity duty, cross-subsidy surcharge, additional surcharge, regulatory asset charges, any other applicable charge, up to the Delivery Point while quoting such Tariff, except for the renewable purchase obligations which shall be borne by Procurer itself.

#### **2.7.2. Submission of Bids**

2.7.2.1. Bids shall be submitted, online, in two envelopes through single stage e-tendering.

#### **2.7.2.2. Original/Hard Copy Submission of Bid Documents**

Following documents of the Bid shall be submitted in original/ hard copies. These documents shall be submitted to AFDG on or before at the address/tender drop box specified herein in the RFP.

Bid Bond;

Power of Attorney issued by the Bidder in favor of the authorized person signing the Bid, in the prescribed format attached hereto;

Integrity Pact in the prescribed format in RFP;

Initialed PPA, BPPA (if applicable) and Investment Agreement (if applicable).

All the documents, as mentioned above, should be kept in an envelope, properly sealed and appropriately marked as *“Documents for Bid for Open Power Access at AFDG & PFP to AFDG*

The above mentioned envelope should be submitted to GM AFDG, at the below mentioned address, by the Bidders either through registered post/ speed post/ courier/ hand delivery.

2.7.2.3. It may be noted that Envelope I (Non-Financial Bid) shall not contain any information/document relating to Financial Bid. If Non-Financial Bid contains any such information / documents, the Procurer shall not be responsible for premature opening of the Financial Bid.

2.7.2.4. All pages of the Bid, except for the Bid Bond, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be

signed by the authorized signatory at least on the first and last page of such document.

2.7.2.5. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the Procurer as per Clause 2.5.1;

Provided that a Bidder shall always have the right to withdraw or modify its Bid before the Bid Deadline. In cases where the Bid is withdrawn by the Bidder before the Bid Deadline, then such Bid shall not be opened.

## 2.8. **Amendment of RFP**

2.8.1. The Procurer, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines specified in Clause 2.12.2, by issuance of addendum / modification / errata and / or a revised document. Such document shall be made available on the website [www.amul.com/b2b](http://www.amul.com/b2b) The Procurer shall not be responsible for any delay in receipt of the addendum / modification / errata and

/ or revised document and receipt of the same by the Bidders shall be presumed by the Procurer upon taking all reasonable steps to notify the Bidders in accordance with the means mentioned in the preceding sentence. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, the Procurer may, at its discretion, extend the Bid Deadline. Late receipt of any addendum / modification / errata and / or revised document will not relieve the Bidder from being bound by that

modification or the Bid Deadline

## **2.9. Commencement of Supply of Power to Procurer**

The Seller shall at all times be responsible, at its own cost and risk for the commencement of supply of power to the Procurer as per the terms of the LoI/PPA.

### **2.10. The Bidder should note that:**

2.10.1. Wherever information has been sought in specified formats, the Bidders shall furnish the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

2.10.2. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Procurer reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.

- 2.10.3. If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, the Procurer may annul the bid process or take any such measure as may be deemed fit in the sole discretion of the Procurer.
- 2.10.4. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the Procurer and shall not be returned to the Bidders;
- 2.10.5. Language of the Bid shall be English only;
- 2.10.6. The Procurer may, at its sole discretion, ask for additional information/document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Tariff shall be sought or permitted by the Procurer.
- 2.10.7. Non submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of the Procurer of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- 2.10.8. The Procurer may verify the Bidder's financial data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 2.10.9. The Bidders shall satisfy themselves, on receipt of the RFP, that the RFP is complete in all respects. Intimation of any discrepancy shall be given to the Procurer at the address provided in the notification to this RFP immediately. If no intimation is received from any Bidder within seven (7) days from the date of issue of this RFP or from the date on which it was made available on [www.amul.com/b2b](http://www.amul.com/b2b) it shall be considered that the issued document, complete in all respects, has been received by the Bidder.

## **2.11. Bidder to inform itself fully**

2.11.1. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

2.11.2. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised

to fully familiarize themselves with the real time grid conditions in India. The Procurer shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

2.11.3. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents required for the supply of power to Procurer. The Procurer shall have no liability to obtain any of the Consents required for supply of power.

## **2.12. Due Dates**

2.12.1. The Bidders should submit the Bids before due date and time.



2.12.2. The following shall be the time schedule for completion of the bidding process

| Event                               | Schedule  |
|-------------------------------------|-----------|
| Date of issue of RFP                | T0        |
| RFP bid submission                  | T0 + days |
| Evaluation of Bids and issue of LoI | T0+ days  |
| Signing of RFP Documents/PPA        | T0 + days |

### 2.13. **Validity of the Bid**

2.13.1. The Bidder shall submit the Bid which shall remain valid up to one hundred and twenty (120) days after the Bid Deadline (“**Bid Validity**”). The Procurer reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

2.13.2. The Procurer may solicit the Bidders’ consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the Procurer, the Procurer shall not be entitled to invoke the Bid Bond. A Bidder accepting the Procurer request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the Procurer and further undertake not to participate in any bid process as per Clause 2.1.4.7 within seven (7) days of such request, failing which the Bid shall not be considered as valid.

## **2.14. Contract Performance Guarantee (CPG)**

2.14.1. Within seven (7) days of issue of Letter of Intent, the Successful Bidder shall provide the Contract Performance Guarantee as per the PPA. The Contract

Performance Guarantee shall be valid for Contract Period plus three (3) months. The Contract Performance Guarantee shall be issued by any of the banks listed in Schedule 7 of PPA.

2.14.2. Non submission of the CPG by the Successful Bidder(s) as per the provisions of Clause 2.14 may lead to the invocation of the Bid Bond, cancellation of the Letter of Intent of such Bidder(s), and thereafter, the provisions of Clause 2.10.3 shall be applicable.

## **2.15. Right to withdraw the RFP and to reject any Bid**

2.15.1. This RFP may be withdrawn or cancelled by the Procurer at any time without assigning any reasons thereof. The Procurer further reserves the right, at its discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

## **2.16. Enquiries**

2.16.1. Written clarifications on the RFP and RFP Documents as per Clause 2.6 may be sought from: GM AFDG

**2.17.** The Procurer reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard the Procurer shall have no liability towards any Bidder and no Bidder shall have any recourse to the Procurer with

respect to the selection process. The Procurer shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. The Procurer's decision in this regard shall be final and binding on the Bidders.

## **2.18. Confidentiality**

2.18.1. The parties undertake to hold in confidence this RFP and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- c) disclosures required under applicable Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the Successful Bidder agrees and acknowledges that the Procurer may at any time, disclose the terms and conditions of the RFP and RFP Documents to any person, to the extent stipulated under the applicable Law;

## **2.19. Fraudulent and Corrupt Practices**

2.19.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LOI. Notwithstanding anything to the contrary contained herein, or in the LOI, the Procurer shall reject a Bid, withdraw the LOI, as the case may be, 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 Bid process. In such an event, the Procurer shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the Procurer hereunder or otherwise.

2.19.2. Without prejudice to the rights of the Procurer under Clause 2.19 hereinabove and the rights and remedies which the Procurer may have under the LOI, if a Bidder is found by the Procurer 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 Bid process, or after the issue of the LOI, such Bidder shall not be eligible to participate in any tender or RFP issued by the Procurer, during a period of two

(2) years from the date such Bidder is found by the Procurer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.19.3. For the purposes of this Clause 2.19, 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 Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Procurer who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the LOI or has dealt with matters concerning the PPA or arising there from, 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 to be in the service of the Procurer, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the issue of the LOI or after the execution of the PPA, as the case may be, any person in respect of any matter relating to the project or the LOI or the PPA, who at any time has been or is a legal, financial or technical adviser of the Procurer 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 Bid 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’s participation or action in the Bid process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Procurer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid 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 or manipulating a full and fair competition in the Bid process;



# SECTION - 3

## EVALUATION CRITERIA





## **SECTION 3**

### **3. EVALUATION CRITERIA**

#### **3.1. Opening of Bids**

3.1.1. Envelope I (Non-Financial Bid) shall be opened on the last extended bid due date The Bid without the Bid Bond shall be summarily rejected without opening other parts of the Bid.

3.1.2. After examination of the Bid Bond, Procurer will subsequently examine and evaluate other parts of the Bid in accordance with the provisions set out in this Section 3.

3.1.3. To facilitate evaluation of Bids, AFDG may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### **3.2. Tests of Responsiveness**

3.2.1. The Non-Financial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Subject to Clause 2.10.6, any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of Procurer:

Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney, documentary evidence as per Clause 2.7.1.1, Bidder undertaking, valid Bid Bond;

Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP;

Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;

Information not submitted in the formats specified in this RFP; A Bidder submitting more than one Bid

Bid validity being less than that required as per Clause 2.13 of this RFP;  
Bid being conditional in nature;

Bid not received by the Bid Deadline;  
Bid having Conflict of Interest;

Bidder delaying in submission of additional information or clarifications sought by Procurer as applicable;

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Qualification Requirement is taken up.

### **3.3. Evaluation of Bidder's fulfilment of Qualification Requirements**

3.3.1 Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the RFP and related documentary evidence in support of meeting the Qualification Requirements as specified in

Clause 2.7.1.1. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

3.3.2 AFDG's decision on compliance of Qualification Requirements shall be final.

#### 3.4. **Evaluation of Financial Bid**

3.4.1 Financial Bid of the Qualified Bidders shall be opened on date that shall be intimated by Procurer to the Bidders only through email.

3.4.2 The Financial Bids received shall be studied in detail and a comparative statement of substantially responsive bids shall be prepared. The Bidders shall be evaluated based on the actual per unit landed rate at the Delivery Point, as detailed below.

3.4.3 Based on the comparative statement drawn for actual per unit landed rate, L1, L2, L3 shall be determined and quoted Tariff shall be ranked from the lowest to the highest.

3.4.4 The Bidder with the lowest quoted Tariff shall be declared as the Successful Bidder.

3.4.5 In case if lowest quoted Tariff is offered by two bidders, AFDG shall reserve to itself the right of awarding the contract to Bidder(s).

3.4.6 The Letter of Intent shall be issued to Successful Bidder selected as per the provisions of this Clause 3.4.

3.4.7 Each Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, “Accepted Unconditionally”, under the signature of

the authorized signatory of the Successful Bidder and return such copy to the Procurer within seven (7) days of issue of LOI.

3.4.8 The Procurer, in its own discretion, has the right to reject all Bids if the quoted Tariff are not aligned to the prevailing market prices.





**SECTION-4**

**FORMATS FOR**

**BID SUBMISSION**

**Format 4.1 for Covering Letter**

**COVERING LETTER FOR BID SUBMISSION**

**(The covering letter should be on the Letter Head of the Bidder)**

**Date:** \_\_\_\_\_

**From:** \_\_\_\_\_ **(Insert name and address of Bidding Company)**

**Tel.:**

**Fax:**

**E-mail address#**



**To;**

< ----- >

**Sub: Bid for Supplying power through Medium Term Open Access to AFDG's Gandhinagar Dairy**

Dear Sir,

We, the undersigned ..... *[insert name of the*

*'Bidder']* having read, examined and understood in detail the RFP as mentioned in subject above and hereby submit our Bid.

1. We give our unconditional acceptance to the RFP, dated ..... *[Insert date in dd/mm/yyyy]* and RFP Documents attached thereto, issued by the Procurer, as amended. As token of our acceptance to the RFP Documents, the same have been initialed by us and enclosed to the Bid.
2. We have submitted our Financial Bid strictly as per prescribed format of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format.

**3. Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by the Procurer in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to supply of power under Open Access at Delivery Point.

**4. Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

**5. Contact Person**

Details of the contact person are furnished in the Bidder Information Sheet as prescribed at Format 4.3.

**6. Bid enclosures**

We are enclosing herewith the required documents as sought in the RFP along with the Financial Bid.

7. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Procurer.
8. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
9. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one twenty (120) days from the date of submission of the Bid.
10. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in any of the provisions of this RFP.
11. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding three (3) years from the Bid Deadline for breach of any contract for supply of power.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

We remain,

Yours faithfully,

**Name, Designation and Signature of Authorized Person in whose name Power  
of Attorney / Board Resolution**

**Format 4.2 for Power of Attorney**

**Power of Attorney**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

Know all men by these presents, We .....(name

and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of

..... as our true and lawful attorney, to do in our name and

on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for supply of power through Open Access for meeting the requirements of the Procurer in the country of India in response to the RFP dated..... issued by Procurer, including signing and submission of the Bid and all

other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Procurer may require us to submit. The aforesaid Attorney is further authorized for making representations to the Procurer, and providing information / responses to Procurer, representing us in all matters before Procurer, and generally dealing with Procurer in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

**Signed by the within named**

..... **[Insert the name of the executant Company]**

**through the hand of**

Mr. ....

**duly authorized by the Board to issue such Power of**

**Attorney Dated this ..... day of .....**

**Accepted**

.....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence pursuant to**

**Board**

**of Director's Resolution dated.....**

**WITNESS**

**1. ....**

**(Signature)**

**Name .....**

**Designation.....**

**2. ....**

**(Signature)**

**Name .....**

**Designation.....**





## **Format 4.3 for Bidder Information Sheet**

### **Bidder Information Sheet**

#### **Bidder:**

- 1) Name of Bidder:
- 2) Country of Incorporation:
- 3) Corporate Identification Number (CIN):
- 4) Address of Incorporation Headquarters and its branch offices, if any:
- 5) Date of Incorporation and/or commencement of business:
- 6) Please provide the following documents:
  - i) Copy of the Memorandum and Articles of Association and certificate of incorporation, certified by the company secretary of the Bidding Company
  - ii) Audited Annual Report of last 3 (three) preceding years
- 7) Brief description of the Company including details of its main lines of business:
- 8) Details of individual(s) who will serve as the point of contact/communication for the Bid:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:

e) Telephone and Mobile Number:

f) Email Address:

g) Fax Number:

9) Particulars of the Authorized Signatory of the Bidder:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Telephone and Mobile Number:

f) Email Address:

g) Fax Number:

**Generation Source**

10) Plant Location (specify place, district and state):

11) Existing No. of Units and installed capacity of each Unit (in MW):

12) (For CPP) Generating Units from which power is intended to be supplied under group captive model:

13) Quantum of power contracted with other purchasers, if any (in MW):

14) Details of surplus capacity (in MW):

15) Source of Fuel and Status of assured supply of Fuel:

16) Project Cost:

17) COD of Project/Unit:

18) Equity shareholding (with period during which equity was held):

.....

Name & signature of the Authorized Signatory:

Designation:

Date:

Place:

**Format 4.4 for Net Worth**

**Net Worth of the Bidder**

This is to certify that the Net Worth of ....., having its Registered Office at  
....., as per the audited Annual Accounts is as below:

**(Rs. in Crores)**

| <b>Particulars</b>                                                                          | <b>FY</b> |
|---------------------------------------------------------------------------------------------|-----------|
| Paid up share capital                                                                       |           |
| Add: Reserves                                                                               |           |
| Subtract: Revaluation Reserves                                                              |           |
| Subtract: Intangible Assets                                                                 |           |
| Subtract: Miscellaneous Expenditures to the extent not written off and carry forward losses |           |
|                                                                                             |           |
| <b>Total</b>                                                                                |           |

This Certificate is issued on the specific request by the Company for submission to AFDG (AFDG) as ..... (Insert the

name of Bidder) is submitting its application under the RFP for supply of 12MW power on medium term basis to AFDG.

**For .....**

Chartered Accountants

Firm Registration No. ....

Date:

Place:





**Format 4.5 for Bidder Undertaking**

**Bidder's Undertaking**

**[On the Letter Head of the Bidding Company]**

Dated: .....

To,

[The \*\*\*,

\*\*\*

\*\*\*]

**Sub: Bidders' Undertakings for Bid for supply of power to Procurers in response to the RFP dated ..... [Insert date]**

Dear Sir;

We give our unconditional acceptance to the RFP and RFP Documents issued by Procurer as a part of the RFP dated ..... [Insert date], and as amended. We shall ensure that the Seller shall execute such RFP Documents as per the provisions of the RFP.

I/We agree that AFDG will be relying on the information provided in the Bid and the Bid documents accompanying such Bid for selection of Successful Bidder for the

aforesaid subject, and we certify that all information provided in the Bid and its prescribed RFP formats; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

I/We declare that in the last three years, we 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.

I/We declare that the identified unit(s) generates wind power and I/We are capable to supply at least 2.1MW for AFDG -66KV power at Delivery Point.

*(In case the Bidder is not a Trading Licensee)* “We undertake that we shall not submit any bid, on the basis of the same generation source and quantum of power from such source as mentioned in our Bid, in any other bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.”

*(In case the Bidder is a Trading Licensee)* “We undertake that we shall not submit any bid, on the basis of power purchase agreement submitted along with our Bid for the same quantum of power and generation source specified therein, for any other bid

process till the selection of the Successful Bidder(s) and issue of LOI, or till the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.

*(In case the Bidder is a Trading Licensee)* We undertake that the power purchase agreement submitted by us as part of the Non-Financial Bid is for the exclusive purpose of supplying power to the Procurers under this bid process.

I/We agree that for aforesaid subject, we will allow AFDG to visit the generating plant site and shall allow AFDG to conduct both technical & financial due-diligence (if needed).

I/We declare that in the event we are unable to get the identified unit(s) as captive generating plant as per applicable rules and regulations, we shall supply power by absorbing the cross subsidy surcharge applicable time-to-time as per applicable State and discom regulations.

I/We agree and undertake to abide by all the terms and conditions of the RFP document.

I/We offer a Capacity of MW from ..... (Generating unit and related

plant capacity, location of unit) which conforms to clause 1.3.1 of the RFP.

I/We certify that in terms of the RFP, my/our Net worth is Rs. ... crore (Rupees ... crore).

I/We confirm that we are in position to inject power on round the clock basis as per the Scheduled Delivery Date specified in the RFP, subject to the provisions of the PPA.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place:

Name and seal of the Bidder





## Format 4.9 for Price Bid

### Price Bid Format for AFDG-66KV

\* The tariff to be offered based on net saving of UGVCL variable cost (6.9 Rs/ KWH) with ED (Rs 0.90/ KWH) and applicable only on the credited units in DISCOM (UGVCL) Invoice

\* The tariff to be offered based on net saving of UGVCL variable cost without ED since we expect 30% of our total power will be eligible for duty exemption on account of expansion

*\* The Tariff (per unit price of electricity) quoted by Bidder shall be all inclusive rate at Delivery Point for the entire term of contract. The tariff shall include all statutory/ regulatory charges and losses, transmission and wheeling charges & losses, scheduling and operational charges, taxes and electricity duties, and any other charges up to Delivery Point. The Tariff also include other charges including CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges), additional surcharge, and any other applicable charges. RPO (Renewable Power Obligation) must be eligible for this purchase of electricity from WTG, which shall be used by AFDG to meet any RPO requirement.*

\* PPA can be entered for 25 years with lock-in period of 15 years.

\* The net saving offered shall remain fixed all the time from the DISCOM monthly billing variable rates. This means if

\* S = saving offered, V – variable rate of DISCOM in monthly billing, C = credit units in DISCOM invoice, then your invoice value shall be =  $(V-S)*C$

\* You shall issue credit note at the end of the year (every 12 months interval) for the shortfall units from the minimum guaranteed units with Rs 0.50 /KWH. Credit note amount = positive value of  $(6600000 - \text{Actual credited KWH in DISCOM invoices of 12 months}) * 0.50$



# **DRAFT PPA**

## **POWER PURCHASE AGREEMENT**

This power purchase agreement (hereinafter referred to as the “Agreement” or “PPA”) is being executed on..... Day of , at .....be the between.



**M/s.....M/s. XYZ Limited (CIN: 2).....** a Company incorporated under the Indian Companies Act 1956, and having its registered office at .....District Valsad, Gujarat 396..... hereinafter referred to as the "**BUYER** " (which expression shall, unless repugnant to the context or meaning thereof, be deemed to, mean and include its

Successors and permitted assigns) of the **FIRST PART.**

And

**M/s.ABC** Private Limited, a Private Limited Company incorporated under Indian Companies Act, 1956 and having its registered office at \_\_\_\_\_(CIN \_\_\_\_\_) or "**SELLER**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to, mean and include its successor in business and permitted assigns) of the **SECOND PART.**

**"SELLER" and "BUYER"** are individually referred to as the "**Party**"and collectively, referred to as the "**Parties**"

#### **WHEREAS**

\*\*\*\*\*inter alia is as Independent Power Producer developing Wind Energy based Power Plant of total **2.10MW** capacity WTG at Village \_\_\_\_\_ Taluka \_\_\_\_\_ District \_\_\_\_\_, Gujarat (hereinafter referred to as the "**Wind Power Plant**") and is desirous to sell the power so generated.

BUYER is desirous to buy the power generated and the SELLER is desirous to sell the Wind Power from the SELLER's proposed Wind Power Plant.

**NOW, THEREFORE,** the parties have decided to enter into this Agreement for defining the respective roles and responsibilities for effecting such sale and purchase and it is hereby agreed by and between the Parties hereto as under:

1. Following are the general information: To Fill as per bill
  - 1.1 **Consumer Number:** \_\_\_\_\_
  - 1.2 **Contract Demand from DISCOMKVAH** \_\_\_\_\_ **KVA**
  - 1.3 **Power Offered (Contacted Capacity):** \_\_\_\_\_ **MW**
  - 1.4 **Voltage level at Generating Side 33/220 KV**
  - 1.5 **Voltage level at Consumer Side 66 KV**
  - 1.6 **Expected Annualized Average PLF**     %
  - 1.7 **DISCOM in which Consumer is located :** \_\_\_\_\_
  - 1.8 **DISCOM in which Generating Station is located** \_\_\_\_\_
  
2. **DEFINATIONS**
  - 2.1 **AGREEMENT:** Shall mean this Power Purchase Agreement executed hereof, including the schedules hereto, amendments, modifications, and supplements made in writing by the Parties from time to time.
  - 2.2 **“BILLING PERIOD”** means the calendar month ending with the metering Date.
  - 2.3 **“BILLING DATE”** shall be the first Business Day after the Metering Date of each Billing Period.
  - 2.4 **“DISCOM(S)”** means one or more of the following distribution companies:
    - (a) Madhya Gujarat Vij Company Limited
    - (b) DakshinGujaratVij Company Limited**
    - (c) Uttar Gujarat Vij Company Limited
    - (d) Paschim Gujarat Vij company Limited
  - 2.5 **“DELIVERY POINT”** shall be the point or points at which Electricity is delivered into the Grid System of the GETCO i.e. HT end of the respective Pooling Sub –Station.
  - 2.6 **“DELIVERED ENERGY”:** means the kilowatt hours of Electricity actually fed and measured by the energy meters at the Delivery Point in a Billing Period and certified in the SEA of Gujarat SLDC. The imported energy supplied by the GUVNL / DISCOMs to the Project shall be similarly measured during such Billing Period for which the payment shall be made by the Power Producer to the respective DISCOM at the tariff rate of temporary HT consumer.
  - 2.7 **“DUE DATE OF PAYMENT”** :As per Clause 11 herein this agreement.
  - 2.8 **“GETCO”** : means Gujarat Electricity Transmission Corporation Limited.
  - 2.9 **“KWH”** means Kilowatt hours.
  - 2.10 **“LAW”** : means any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any Governmental instrumentality.
  - 2.11 **“SLDC”** :means the State Load Dispatch Center as notified by the State Government.

2.12 **“SEA”** means the state Energy Account issued by State Load Dispatch Center, Gujarat and amendment thereto.

### 3. INTERPRETATIONS:

3.1 References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;

3.2 Reference to persons shall include bodies, corporate, unincorporated, associations, partnerships and any organization or entity having legal capacity.

3.3 Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;

3.4 Reference to recitals, clauses, or annexes are, unless the context otherwise requires, to recitals to, or clauses of or annexes this Agreement.

3.5 Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa;

3.6 Reference to the words **“include”** or **“including”** shall be construed as being suffixed by the words **“without limitation”**;

3.7 Any reference to time shall be taken to be a reference to Indian Standard Time;

3.8 Terms defined in the schedules / annexures hereto shall have the meaning ascribed thereto in the schedules / annexures when used elsewhere in this Agreement;

3.9 Schedules / annexures to this Agreement form an integral part of this Agreement and will be of full force and effect as through there were expressly set out in the body of this Agreement;

3.10 Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;

3.11 The term used but not defined herein shall have the same meaning as assigned to them under the Agreement;

3.12 The terms **“hereof”**, **“hereby”**, **“hereto”** and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be;

3.13 Provisions including the word **“agree”**, **“agrees”** and **“agreement”** require the agreement to be recorded in writing;

3.14 Time is of the essence in the performance of the Parties respective obligations, if any time period specified herein is extended, such extended time shall also of the essence;

### 4. INFRA READINESS AT INJECTION AND DRAWAL ENDS:

The BUYER and the SELLER both would ensure that the infrastructure at their respective ends are complete in all respect to draw and inject power at their respective ends by installing ABT meter and required accuracy class CT / PT or any other equipment as may be necessary as per the statutory requirements.

**5. MINIMUM OFF-TAKE:**

It is assumed that 100% power injected would get consumed by BUYER, However, energy accounting on time slots basis might overlapped with other energy source. To provide practical relief to BUYER, the minimum off-take by the buyer shall be atleast 90% of the power injected at generation end (net of transmission losses) as mentioned above during a month. In case of off-take being less than 90% of the generation, BUYER will have to pay for minimum 90% of the energy generated (net of transmission losses)

In case of non –consumption of 90% of net generated units (after deducting transmission losses) by BUYER, SELLER will charge net of difference it has recovered from Discom for excess generation, To clarify, if total units generated in billing cycle is 100. After deducting transmission losses of 4%, 96 units were available to BUYER at price of Rs. ABC \* per unit(\*incorporate as per calculation sheet)..... If BUYER consumes 0% of 96 units, there are chances of DISCOM buying complete 86.4 units at APPC, say Rs XYZ In such case, SELLER shall charge \_Rs. ABC-XYZ per unit for 86.4 units (i.e., difference between the price at which the power is supplied to Buyer and the APPC price) to BUYER.

**6. DELIVERY POINT:**

The delivery point shall be 66 KV interconnection points between the DISCOM network and the Buyer's premises as mentioned above and metered at the Buyer's premises by ABT or ABT compliant meter, as per statutory requirements for Energy Accounting.

**7. TERM:**

This Agreement shall remain in force for a period of \_\_\_\_ Years ( \_\_\_\_ Years \_\_\_\_ months) from the date of signing of this PPA”

**8. GREEN ATTRIBUTES, TARIFF & CHARGES:**

- 8.1 The BUYER shall pay for the delivered energy as certified by SLDC Gujarat, as per the terms of this agreement effective from signing of this power purchase agreement to the SELLER by 15<sup>th</sup> day of every month of DISCOM billing as per clause 8.3 herein.
- 8.2 It is agreed between parties that entire power supplied by SELLER would be green power (with green attribute, available for RPO obligation of BUYER/DISCOM, as the case may be ) and there would not be any REC ( Renewable Energy Certificate) generation at any point of time during PPA period . RPO benefits through such transaction shall be governed as per Wind Power Policy of the State Government & GERC orders.

- 8.3** The BUYER shall pay flexi-tariff as per **Annexures-A** for delivered energy (net of transmission losses), tariff rates decided by the parties shall be valid for 3 years and shall further be mutually decided every three years. SELLER shall bill the BUYER as per the credits received from respective DISCOM invoice.
- 8.4** Transmission charges and all other charges, duties, fees as may be applicable as per the regulations / Discom as may vary from time to time are to the BUYER's account.
- 8.5** Late payment of monthly bill. Beyond the due dates, shall attract an interest of 2% over and above the Prime Lending Rate (PLR+2%) compounded monthly, on the amount of the unpaid charges, payable by the BUYER, from the date the same became due, until the date of actual payment thereof to the SELLER.
- 8.6** Entire 2.10 MW turbine generation is being offered to BUYER and complete green attribute is vested with BUYER / Discom for the units considered for consumption / forward sale on time block accounting, SELLER will not have any claim on green attributes generated. As per present policy, every unit generated would set-off RPO of BUYER to the extent it consumes.
- 8.7** Both BUYER and SELLER agree that this is purely a renewable energy project depending on natural resources; guarantee of generation is not possible. SELLER has provided conservative estimates of Generation of 40 lac units yearly. Barring force majeure (like machine breakdown or major grid failure), 40 lac units generation is minimum expected at injection point on yearly basis.
- 8.8** SELLER confirm compensation by way of credit note at end of every 12 months from date of Wheeling of power to BUYER a sum of Rs. 0.35 /unit for shortfall units, if generation is less than 40 lac unit annually. Means, if generation is one lac annually SELLER shall compensate BUYER Rs 0.35/ unit for one lac units shortfall from estimated generation, aggregating Rs. 35000/-.

**9. TARIFF VARIANCE:**

- 9.1** Both parties have agreed for flexi-pricing method. Tariff decided between parties shall vary from time to time during PPA period wherever there is change in fees / levies / tariff revision in Discom rates so as to provide net difference of Rs. 0.80 Per unit to BUYER vis-à-vis Discom landed rate of power.

**10. SECURITY DEPOSIT:**

The BUYER shall provide the SELLER, Bank Guarantee of Rs. 20 lacs as a Security Deposit valid for three years. Period of BG shall be based on the availability of transmission agreement with GETCO.

**11. ENERGY ACCOUNTING , BILLING CYCLE AND PAYMENT DUE DATE:**

The Energy Accounting, Billing Cycle and Payment Due Date shall be same as that of DISCOM's Bill for the billing period. BUYER shall arrange to e-mail the Discom invoice as per the billing cycle as soon as received in addition to mail by courier self-certified copy of the invoice once received or 5<sup>th</sup> of calendar month whichever

is earlier. The readings recorded in the Buyer's bill by SLDC / DISCOM will be binding for both the parties. Energy Accounting will be subject to statutory regulation by GERC / CERC. The energy accounting by SLDC shall be based on power sale under third party sale mechanism (without REC generation).

## **12. DISPUTE RESOLUTION MECHANISM:**

- 12.1** In case of any dispute by either party, the affected party shall raise written objections within 10 days of receipt of bill / payment with details of dispute.
- 12.2** The parties shall meet within a period of 10 days from the date of receipt of written objections and use their best efforts to settle the dispute / difference in an amicable manner through good faith negotiations.
- 12.3** In the event of failure of the parties to settle dispute / difference amicably within such 10 days period, either party may refer unresolved dispute or difference for resolution to Arbitration, In accordance with the provision under Indian Arbitration and conciliation Act, 1996.
- 12.4** Notwithstanding the existence of any disputes and difference referred to arbitration, the Parties hereto shall continue to perform their respective obligations under this Agreement.
- 12.5** Any disputes or difference, arising under, out of, or in connection with this Agreement shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Each party shall appoint one arbitrator and two arbitrators shall in turn appoint an umpire. Arbitration shall be conducted in Mumbai, India in the English language. Subject to the foregoing, for the purposes of securing any interim orders, the parties shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such courts.

## **13. CHANGE IN LAW:**

In case of change in law or restriction imposed by the Regulator (Central or State) on any aspect for sale or purchase of Wind Power under the terms of this Agreement, the same shall be binding on both the Parties. Such changes in above terms for meeting the statutory requirements shall be mutually discussed and agreed to ensure compliance.

## **14. APPROVALS / NOC:**

That the SELLER and BUYER shall obtain necessary approvals / NOC's and consents of Government(s) / statutory authority (ies) that they require to enter into this Agreement for purchase and sale, respectively, of the power, Both the parties will facilitate and help each other in getting such approvals.

## **15. SCHEDULING:**

The scheduling of power, if applicable, shall be done as per Indian Electricity Grid Code (IEGC) or Indian Electricity Act, 2003 and amendments thereof or as per GERC notifications and regulations and amendments thereof.

#### **16. FORCE MAJEURE:**

**16.1** The supply of power from the SELLER to BUYER, under this Agreement shall be subject to “Force Majeure” conditions which means any event or circumstance or combination of events or circumstances, direct and / or indirect, which is or are beyond the control of a Party and that results in or causes the failure of that Party (the “non-performing party”) to perform any of its obligations under this Agreement, and includes:

**16.1.1** Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage:

**16.1.2** Act of God, including lightning, cyclone, typhoon, flood, tidal wave, earthquake, landslide, epidemic or similar cataclysmic event:

**16.1.3** Any outage / disturbance in the Grid on account of Grid failure / any disturbance as specified in Grid Code Regulations of Central / State Regulations;

**16.1.4** Any change in law or restriction be way of any legislation or law enacted and / or regulation or order imposed by the Electricity Regulator (CERC / GERC) and / or Government (Central / State ) and / or Appellate Tribunal / court on any aspect for purchase of power, the same shall be binding on both the parties.

**16.1.5** BUYER / SELLER shall not be held liable for any Compensation or Penalty under force majeure conditions.

**16.2** Where a non-performing party is unable to perform its obligations under this Agreement by reason of a Force Majeure, the non-performing party shall notify the other party as soon as practicable of its occurrence, Identifying the nature of the event or circumstance of Force Majeure, its expected duration, the particular obligations of the non-performing party which are affected by such Force Majeure and the period for which such obligations are expected to be so affected.

#### **17. TERMINATION.**

This agreement can only be terminated within its term if any of the parties is not performing its responsibility according to the obligations mentioned hereinabove by giving a notice in writing at least 6 months in advance.

**17.1** In case BUYER does not make timely payments of the dues under this Agreement for a continuous period of three [3] months, the SELLER shall have right to forfeit

the security deposit and terminate the prevailing arrangement for the sale of power and/or divert part or the whole of power to some alternate customer [s] after providing a notice of 15 days to BUYER However, till the SELLER terminates the Agreement and /or diverts the power to alternate Customer (s), the liability of payment by BUYER to the SELLER shall continue.

- 17.2 .—** XYZ shall have right to terminate this agreement by giving 30 days notice if:
- 17.2.1** SELLER conducts breach of agreement and ( if such breach is remediable) does not remedy the breach within 30 days after receipt of notice requiring to do so;
  - 17.2.2** or any Force Majeure Event prevents SELLER from performing its obligations under this agreement for any continuous period of six months.
  - 17.2.3** There is winding up / liquidation proceedings initiated against SELLER or an Administrator or Liquidator is appointed;
  - 17.2.4** Buyer is unable to enjoy Renewable Purchase Obligations provided in this PPA due to reasons attributable to SELLER;
  - 17.2.5** Or any breach of agreement listed in the Agreement.
- 17.3** On termination of the Agreement as per clause 17 herein, the SELLER shall repay the security deposit after setting of dues and other recoverable charges.

**18. ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements, Any modification of the agreement shall be effected only by a written instrument signed by the authored representatives of both the parties, the Agreement is be Signed on RS. 100.00 (One hundred only) non judicial stamp paper in two sets (two numbers), which shall be retained by both parties each Both sets would be termed as Original PPA document.

**19. ASSIGNMENT:**

Neither party shall assign the whole or any Party of this agreement to a third party without prior written consent of the other party.

**20. NOTICES:**



All Notice for correspondence and billing/Invoices must be delivered by e-mail, tax, courier or registered post to the following addresses:

FOR SELLER:

Address:

Attention:

Designation:

Mobile NO:

Tele/Fax No:

Email :

FOR BUYER:

Address:

Attention:

Designation:

Mobile NO:

Tele/Fax No:

Email :

IN WITNESS where of the duly authorized representatives of the parties have signed on the day end year first here in before written.

For and on behalf of

For and on behalf of

Witness-1:

Witness-2:

Signature:

Signature:

Name:

Name: