

**HARYANA POWER PURCHASE CENTRE**  
**NIT for purchase of Short Term Solar Power**  
**for meeting the Solar Renewable Purchase Obligations**

**Tender No. NIT- 81 dated 20.9.2019**

S. No.	Event	Time
1.	Publication of Request for Proposal (RfP) / Activation of Event	20.9.2019 at 17:00 hrs
2.	Query submission date through e-mail only	4.10.2019 at 17:00 hrs
3.	Last date of submission of EMD	14.10.2019 at 15:00 hrs
4.	Last date of submission of Bid	15.10.2019 at 11:00 hrs
5.	Opening of non-financial technical Bids	15.10.2019 at 13:00 hrs
6.	Opening of Initial Price offer (IPO)	18.10.2019 at 11:00 hrs
7.	Start of e-RA	18.10.2019 at 13:00 hrs

Bids to be submitted through	DEEP e-Bidding portal
Office inviting bids & Place of submission of EMD	Chief Engineer Haryana Power Purchase Centre, R.No. 308, Shakti Bhawan, Second Floor Sector-6, Panchkula- Haryana-134109 E-mail: <a href="mailto:cehppc@uhbvn.org.in">cehppc@uhbvn.org.in</a>

## **Part-A**

### **A. INTRODUCTION AND BACKGROUND**

UTTAR HARYANA BIJLI VITARAN NIGAM LIMITED (UHBVNL) and DAKSHIN HARYANA BIJLI VITARAN NIGAM LIMITED (DHBVNL) (hereinafter referred to as "HARYANA DISCOMS") acting through Haryana Power Purchase Centre, a joint forum created and owned by Haryana Discoms, to undertake various activities including signing of Agreements on behalf of Haryana Discoms as per Haryana Government Power Department Notification dated 11th April, 2008, having its office at Shakti Bhawan, Sector-6, Panchkula, Haryana-134109 (hereinafter collectively referred to as "HPPC" which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assigns). HPPC wishes to invite offers from the Generators, licensed power traders and utilities (Bidders) for purchase of Solar power on short term basis for the period commencing from the date of 1.11.2019 to 31.10.2020.

### **B. DEPOSITION OF TENDER FEE**

- B1. Cost of tender i.e. Rs. 5,000/- (Apart from EMD in favour of Financial Advisor /HPPC, Panchkula) by electronically transferred only through RTGS/NEFT as per account detail given in NIT.
- B2. All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of 500 per MW for the maximum capacity; a bidder is willing to bid, to PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

### **C. Bidding Process**

- C1. Bidding will be done as per the revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30-03-16, through e-bidding portal (DEEP) only. Bidders are requested to get familiarized with the said guidelines before submitting the offer.

- C2. The link for the e-bidding portal is [www.mstcecommerce.com](http://www.mstcecommerce.com), and is also available on the website of Ministry of Power ([www.powermin.nic.in](http://www.powermin.nic.in)) and PFC Consulting Limited ([www.pfcclindia.com](http://www.pfcclindia.com)).
- C3. The NIT has been published in two English daily newspapers
- C4. The bid submitted by the bidder and all correspondence and documents relating to the bid shall be written in English language.

**D. QUANTUM**

- D1. Haryana Power Purchase Centre (herein after referred to as HPPC) invites bid through e-tender for purchase of solar power on firm basis under Short Term open Access (STOA) arrangement i.e. on advance, First cum first service (FCFS) basis or on day ahead basis or intra-day/contingency basis, to meet the shortfall in Solar RPO targets. HPPC will purchase maximum 112 MUs in a month. The bidder will intimate the quantum to be supplied (in MW).
- D2. The bidders are requested to offer maximum upto 1324 MUs (max. 112 MUs per month) at Haryana Periphery for the period from 1.11.2019 or from the date stipulated in LOI (whichever is later) upto 31.10.2020 or 366 days from the date of start of supply (whichever is later) within time block from 6:00 hours to 18:00 hours basis as per the following schedule:

Requisition No.	Period	Timings	Quantum		Minimum Bid Quantity (MW)	Delivery Point
			MW	MUs		
1	November 19		300	108		
2	December 19		300	112		
3	January 20		300	112		
4	Feb 20		300	104		
5	Mar 20		300	112		
6	April 20		300	108		
7	May 20		300	112		
8	June 20		300	108		
9	July 20		300	112		
10	August 20		300	112		
11	September 20		300	112		
12	October 2020		300	112		

Note: The confirmation of the Renewable status of the power from the appropriate authority should be furnished by the supplier at the time of submission of CPG and renewable certificates from the appropriate

authority ( SLDC/ Nodal agency of the State ) shall be submitted before completion of contract.

#### **E. Qualification Criteria**

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

- i. The bidder should be Generator or Trader or Utility.
- ii. The bidder must quote not less than 5 MW quantum of power from single source of generation .
- iii. The quantum of energy offered by the bidder shall be firm for the duration mentioned above.
- iv. The bidder must submit the details of bidder company as per Annexure 'I' of tender specification for consideration of their bid.
- v. If bidder is a trader, it should submit a copy of
  - a) valid Category license or equivalent trading license issued by appropriate commission
  - b) executed power purchase agreement or an equivalent arrangement ( LOI) for supply of power.
  - c) letter of authorization from the generator / utility.
- vi. The bidder shall not claim RECs for solar power as HPPC is procuring this power for fulfillment of RPO obligation.

#### **F. Earnest Money Deposit (EMD)/Bank Guarantee (BG)**

- a) The bidders are required to submit EMD, one day before the last date of submission of bid (which can be further extended as may be mutually agreed between the HPPC & the bidder(s) from time to time) valid for a period of three months, in favour of "Financial Advisor/ HPPC, Panchkula" for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through RTGS / NEFT as per details given below:-

Account Name : Uttar Haryana Bijli Vitran Nigam

Name of the Bank : ICICI Bank

Account No. : 004305004435

RTGS/NEFT/IFSC code : ICIC0000043

For Example: For a requirement of 1MW for 15 days for 4 hours, the

EMD shall be Rs. 30,000 \* (15 days / 30 days) \* (4 hrs / 24 hrs) = Rs. 2,500/-.

- b) The EMD shall be forfeited:
  - If bidder withdraws bid during bid validity period except as provided in this NIT.
  - For non-submission of Contract Performance Guarantee by successful bidder(s).

- If bidder has submitted the wrong information / forged documents.
- c) The EMD shall be refunded to the unsuccessful bidders within 10 days of expiry of bid validity period
- d) The EMD of the successful bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

**G. Contract Performance Guarantee (CPG)**

- i. The successful bidder(s) may be required to furnish CPG within 7 days after issuance of letter of intent (LOI) for an amount calculated at **Rs. 2 lac** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- ii. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- iii. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- iv. The CPG provided by the successful bidder(s) shall be forfeited for nonperforming the contractual obligations. The CPG will be released within 30 days after completion of Contract Period.

**H. Bid Validity Period:**

The offer shall remain valid for a period of three months from the date of submission of EMD and the bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder may be forfeited.

**I. Tariff Structure**

- The bidder shall quote the single tariff, upto three (3) decimals, at the Delivery Point, which is Haryana periphery, which will include capacity charge, energy charge, trading margin (in case of bidder being a Trader), applicable Point of Connection (POC) charges/ Transmission charges / wheeling charges upto Delivery Point and SLDC / RLDC fees / STU fees and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies.
- Tariffs shall be designated in Indian Rupees only.

- For inter-State transmission of power, state periphery of Haryana to be taken as Delivery Point. For intra-state transmission of power, inter-connection point of seller with STU/ CTU to be taken as Delivery Point.
- If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of bidders. In case of change of source, Successful bidder should take consent of HPPC.
- For the projects located within the Haryana state, SLDC fees will be borne by the bidders. For the projects located outside Haryana, all charges and application fees upto Haryana periphery will be borne by the bidder and Haryana STU charges & SLDC fees will be borne by HPPC.
- The tariff should be constant and there shall be no escalation during the contractual period. If Bids are invited for different time slots, then tariff may be different for each time slot.

**J. Contract Documents:**

HPPC shall intimate intent to purchase power to the bidder(s) whose bid has been accepted through a letter of intent to be dispatched by e-mail/Fax. The contract shall be applicable and valid from the date of issue of the letter of intent to the successful bidder(s).

**K. Compliance to the terms and conditions:**

The bidders are advised to ensure that the bid is fully compliant with the requirements specified, terms and conditions contained in the bid document.

**L. Compensation Clause:**

Payment of Liquidated Damages for failure to supply the Instructed Capacity:

- I Both the parties would ensure that actual scheduling, as per the approved open access, does not deviate by more than 15% of the contracted power, calculated on monthly basis.
- II In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated during the month, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.

- III In case deviation from Seller side is more than 15% of contracted energy for which open access has been allocated during the month, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the Procurer.
- IV In case of Transmission corridor constraints, while submitting the application to SLDC/RLDC on advance basis, then the application shall be submitted on FCFS/ day ahead basis or intra-day/contingency basis, as per STOA Regulations.

**M. Payment term/Payment security to be made available by the Procurer**

The Procurer(s) may be required to provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in PPA.

**N. Bid submission and evaluation:**

1. To ensure competitiveness, the minimum number of bidders should be at least two for each requisition. If the number of bidders responding to the RfP is less than two, and Procurer still wants to continue with the selection process, the selection of that single bidder may be done with the consent of the appropriate commission.
2. HPPC shall constitute a Standing Committee for evaluation of the bids.
3. The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. An event may have multiple requisitions (i.e. independent requirements of power at different time or places). To participate in the event each bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the bidder intends to supply and minimum threshold quantum acceptable to the bidder. However, the bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the bidder.
4. The bidder shall use one Digital Signature to submit bid through one login and for each login, the bidder may submit only one price bid from one source. However, against each requisition the bidder have the option to bid multiple bids from separate logins either from same or different sources.

5. Conditional and incomplete tender are liable to rejection.
6. The process of bidding shall be conducted electronically. For this purpose, provisions like registration, log in, downloading and uploading etc. in the e-Bidding portal shall be specified in the bid document. An event involves both e-Tender and e-Reverse auction process. Each event of the auction would require independent Digital Signature of the bidder. An event may have requirement of power at different time and period.
7. Bidders shall be required to submit separate non financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the bidder(s). The non-financial bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the bids. The bidders can revise their IPOs before date and time of submission of RfP. HPPC or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical bids, the financial bids shall be opened as per the procedures specified in the bid document
8. Technical proposals for those tenders, whose original copies of BG, towards EMD, have been received and who have deposited the E-bidding fee, will only be opened. Proposals corresponding to which original copy of BG towards EMD and e-tender fees, have not been received will not be opened and will stand rejected.
9. The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.
10. The bidder shall submit affidavit alongwith details as per format of Annexure I to IV.
11. In the event, if two or more bidders quote the same amount of tariff during IPO and e- Reverse auction stage, the time of submission of bid will be the deciding factor for their ranking i.e. the bidder who submit the bid 1st shall be ranked first.
12. The elimination of the bidders shall be done by the following method:
  - a. After the opening of Initial Price Offers, the system will rank the bidders according to their price bids. The bidder with the highest price bid in IPO stage will be called the H1 bidder. The system will then analyze all the quantities offered by the bidders in the IPO stage. If the total quoted quantity is greater than twice the

requisitioned quantity, the highest bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the requisitioned quantity.

b. The Elimination process will be done for each of the requisition separately.

13. The shortlisted bidder after elimination will be intimated individually by system generated emails only. The reverse auction will start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes.
14. Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid.
15. During the reverse auction, the Bidders will have the option of reducing the tariff quoted by them in decrements of one paise or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the reverse auction the prevailing Lowest Tariff would be visible to all the bidders.
16. The bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e- reverse auction process.
17. The bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the successful bidder(s). HPPC shall procure power from the successful bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
18. HPPC shall have the right to issue Letter of Intent (LOI) to the successful bidder(s) [selected bidder(s)] in the same order to fulfill its requirement, which can be lower than the requisitioned capacity but not less than the quantum of lowest bidder. In the event HPPC rejects or annuls all the Bids, it may go for fresh bids hereunder. In case, HPPC fails to issue the LOI within a period of three months from the date of

submission of EMD, the successful bidder(s) shall have the option to exit without forfeiting the EMD.

19. In case the selected bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
20. In case the LOI is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
21. After selection, a Letter of Intent (LOI) shall be issued, in duplicate, by the Procurer to the Selected Bidder(s) and the Selected Bidder (s) shall, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder(s) is not received by the stipulated date, the procurer may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOI.
22. HPPC shall cause the selected bidder(s) to execute the PPA within the prescribed period in the bid document i.e. within 30 days after issuance of the LOI by the selected bidder(s). The selected bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. HPPC would forfeit the EMD/CPG of such bidder as damages on account of failure of the selected bidder(s) to execute the PPA.
23. HPPC, in its own discretion, has the right to reject all bids if the quoted tariffs are not aligned to the prevailing market prices.

**O. HPPC's right to accept/reject the bid:**

HPPC reserves the right to reject any or all bids or to accept any bid in full or part at its sole discretion without assigning any reasons whatsoever thereof and without any liability. For the avoidance of doubt, it is clarified that HPPC also reserves the right to alter the quantities of power/split the quantities of power as fully described, amongst more than one selected bidder for the same month. The decision of HPPC shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by HPPC in this regard.

**P. Modification of the Bid Documents:**

HPPC reserves the right to modify terms and conditions of the bid documents prior to the submission of the bid by the bidder by issuing amendment(s) and such amendment(s) shall form part of bid documents.

**Q. Address of the contact person:**

Chief Engineer/ Haryana Power Purchase Centre  
R.No. 308, 2<sup>nd</sup> Floor, Shakti Bhawan, Sector-6, Panchkula- 134109  
Ph No 0172-2583728, E-mail: cehppc@gmail.com

**R. Governing Law:**

All matters arising out of or in conjunction with the bid documents and/or the bidding process shall be governed by and construed in accordance with Indian Law and the courts of Panchkula shall have exclusive jurisdiction.

Thanking you,  
Chief Engineer  
Haryana Power Purchase Centre  
R.No. 308, 2<sup>nd</sup> Floor, Shakti Bhawan, Sector-6  
Panchkula- 134109

**Part-B**  
**POWER PURCHASE AGREEMENT**  
**BETWEEN**

-----

**AND**  
**HARYANA POWER PURCHASE CENTRE**

THIS DEED OF AGREEMENT is made on this        day of        2019 (hereinafter called the effective date) by and between-----, the Seller, including its successors and assignees as party of the first part and the HARYANA POWER PURCHASE CENTRE, SHAKTI BHAWAN, SECTOR 6, PANCHKULA on behalf of UHBVN & DHBVN, vide Government of Haryana notification No. 1/1/2008 -1 power dated 11.04.2008 (hereinafter referred to as "HPPC") which expression shall unless repugnant to the context or meaning thereof include its successors and assignees as part of the second part. Each of HPPC and the Seller shall be referred to herein as a "Party" and collectively as "Parties".

WHEREAS, as per Haryana Government Notification No. 1/1/2008 -1 power dated 11.04.2008, HPPC on behalf of UHBVNL & DHBVNL desires to purchase entire solar electric energy offered by the Seller in NIT No. /CE/HPPC dated

This Agreement is enforceable subject to approval of HERC as per Section 86 of Electricity Act 2003.

The terms and conditions of this Agreement are subject to the provisions of the Act and also subject to relevant regulations, if any, issued by the HERC from time to time.

NOW, THEREFORE, in consideration of premises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties and this agreement witness as follows:

The bidder shall not be eligible for obtaining RECs, as per prevailing regulations issued by HERC, for energy generated from this project and supplied to HPPC.

**1. ENERGY PURCHASE AND SALE**

1.1 All the Delivered Energy at the Delivery Point for sale to DISCOM will be purchased at the Tariff provided for in Clause 1.2 from 1.11.2019 or from the date stipulated in LOI ( whichever is later) upto 31.10.2020 or 366 days from

the start of supply ( whichever is later) and limited to capacity offered in NIT No..... dated ..... and title to Delivered Energy purchased shall pass from the Bidder to the DISCOM at the Delivery Point as per detail given below:

Requisition No.	Period	Timings	Quantum		Minimum Bid Quantity (MW)	Delivery Point
			MW	MUs		
1	November 19		300	108		
2	December 19		300	112		
3	January 20		300	112		
4	Feb 20		300	104		
5	Mar 20		300	112		
6	April 20		300	108		
7	May 20		300	112		
8	June 20		300	108		
9	July 20		300	112		
10	August 20		300	112		
11	September 20		300	112		
12	October 2020		300	112		

1.2 The DISCOM shall pay a Tariff of Rs. ----- /kWh ("Tariff") arrived through competitive bidding based on NIT no. ....CE/HPPC dated .....

1.3 The Tariff payable by the DISCOM will be inclusive of all taxes, duties, levies and all Transmission Charges and losses upto the Delivery point, to be borne by the bidder.

1.4 The confirmation of the Renewable status of the power from the appropriate authority should be furnished by the supplier at the time of submission of CPG and renewable certificates from the appropriate authority ( SLDC/ Nodal agency of the State ) shall be submitted before completion of contract.

**2. Delivery Point:**

For inter-State transmission of power, state periphery of Haryana to be taken as Delivery Point. For intra-state transmission of power, inter-connection point of seller with STU/ CTU to be taken as Delivery Point.

**3. Transmission Charges and Losses:**

All the open access charges, transmission charges & losses, Scheduling Charges, operating charges, Application fee of SLDC upto delivery point shall borne by Bidder.

All the open access charges, transmission charges & losses, Scheduling Charges, operating charges, Application fee of SLDC beyond delivery point shall be borne by HPPC.

**4. Billing:**

For the supply of power by bidder during a calendar month, bidder shall raise weekly bills on agreed tariff through email/ fax on provisional schedule issued by SLDC/RLDC(s) for the energy delivered at delivery point. For the purpose of weekly bills, each month will be divided into four parts starting from 00:00 hrs of the 1<sup>st</sup>, 9<sup>th</sup>, 16<sup>th</sup> and 24<sup>th</sup> Day of the month to 24:00 hrs. of 8<sup>th</sup>, 15<sup>th</sup>, 23<sup>rd</sup> and last day of the month respectively. After receipt of REA for the previous month from concerned RPC/Energy account issued by SLDC/STU, final bill shall be raised with necessary adjustments.

**5. Payment(s):**

**a. Energy Bill :-**

HPPC shall make payment to bidder account within 30 days of the receipt of the bill (excluding the day on which bill is received). In case, due date falls to be on Sundays / Bank holidays, then the next working day would be treated as due date. The certificate confirming the Renewable status of the power from the appropriate authority (SLDC/ SNA of state) shall be furnished by the supplier. Payment of the bills at discovered price shall be subject to submission of certification.

**b. Open Access Bill :-**

The due date for the payment of bill is 7 days from the issue of bill (excluding the day on which the bill is received). No rebate is applicable on open access bills.

Surcharge on delayed payment (if any) for all the bills shall be as follows:

1.25 % per month on all outstanding payments after the 30th day from the receipt of bill in case of energy bill and after 7th day from the receipt of the bill in case of open access bill for payment. Any disputes raised by HPPC on the energy bills shall not be treated as outstanding.

**c. Rebate:**

A rebate of 2% shall be applicable on payment of energy bills within 7 days & 1% rebate when the payment is being done after 7 days and within 30 days from of receipt of bill.

- d. Payment of Liquidated Damages for failure to supply the Instructed Capacity:
- I. Both the parties would ensure that actual scheduling, as per the approved open access, does not deviate by more than 15% of the contracted power, calculated on monthly basis.
  - II. In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated during the month, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
  - III. In case deviation from Seller side is more than 15% of contracted energy for which open access has been allocated during the month, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the Procurer.
  - IV. In case of Transmission corridor constraints, while submitting the application to SLDC/RLDC on advance basis, then the application shall be submitted on FCFS/ day ahead basis or intra-day/contingency basis, as per STOA Regulations.

**6. a. Scheduling procedure:**

The scheduling and dispatch of the energy shall be coordinated with respective RLDC/SLDC as per provisions of IEGC and framework of ABT and decisions of RLDC.

**b. Booking of Transmission Corridors:**

The successful bidder shall apply for booking of open access transmission corridor to nodal RLDC/SLDC on advance/ FCFS/day ahead basis. He shall be fully responsible for the timely filling of open access application before the nodal RLDC and coordinating with the relevant RLDC/SLDC so as to get the timely booking of open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC/HERC Regulations for short term open access and procedure for reservation of transmission capacity for short term open access customers.

- c. In case of surrender /revision of already booked open access corridor, the party seeking surrender/revision shall bear the open access charges, to be deducted by RLDC for such surrender of booked corridor as per prevailing

open access regulations.

## **7. DISPUTES AND ARBITRATION**

- i. Both the parties shall comply with the provisions of this Agreement and discharge their respective obligations. In the event of disagreement, a meeting shall be held between authorized representatives of the seller and HPPC to resolve the issue. In case the issue is still unresolved, provisions of this clause shall apply.
- ii. In the event of such differences or disputes, between the parties, either party may, by written notice of 30 days, to the other party request to other party, for resolution of dispute through arbitration as per The Electricity Act, 2003.
- iii. All differences or disputes between the parties arising out of or in connection with these presents, including any question or matter of dispute which falls within the scope and purview of the statutory authorities under the provisions of the Electricity Act 2003 as amended from time to time, that the parties are unable to resolve by mutual agreement, shall be referred to HERC for adjudication.
- iv. Notwithstanding the existence of any question, disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this agreement and make payment of the undisputed part of the bill and for the disputed part, and the parties shall try to settle amicably. If the dispute is not settled during such discussion, then either party may refer the same for Arbitration.

## **8. JURISDICTION**

All legal proceedings arising and in connection with this bid document and Agreement shall be subject to the jurisdiction of Panchkula Court only.

## **9. Force Majeure:**

A "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances (not otherwise constituting an Indian political Event) that adversely affects, prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent that (i) such events and circumstances are not within the reasonable control of the affected party, and (ii) such events or circumstances could not have been prevented through employment of Prudent Utility Practices.

Neither party shall be in breach of its obligations pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed

due to Force Majeure Event, and without in any way prejudicing the obligation of either Party to make payments of amounts accrued due prior to the occurrence of the event of Force Majeure, which shall be payable on the original due date.

Party claiming the benefits of force majeure will give notice within 7 days of occurrence of such event to other party.

Force Majeure events shall include but not limited to:

- a) Act of war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, terrorism, sabotage, fire, explosion or criminal damage;
- b) Act of God, including fire, lightning, cyclone, typhoon, flood, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event etc;
- c) Any restriction imposed by any SLDC'S /RLDC's in scheduling of power due to breakdown at transmission/ grid constraint without any liability on either side.
- d) Change in law
- e) Regulatory intervention in the matter of power trading as also orders from CERC/ SERCs/ Appellate Tribunal of Electricity/ High Courts/ Supreme Court particularly related to rates at which power can be sold/ purchased/traded. This will also include regulations / orders already issued but yet to be conclusively enforced.
- f) The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- g) The procurer would return the CPG in case of termination of agreement due to non availability of transmission corridor during the contract period.

#### **10. Change in Law – Change in Law shall include**

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

#### **11. Risk Allocation between parties:**

HPPC reverses the full right to terminate the agreement if seller fails to abide by the terms and conditions, as enumerated herein, provided a written notice is given to the seller, in writing, of atleast seven (7) days. Seller also reserves their full right to terminate the agreement if procurer fails to abide by terms and conditions (including payment default) under the agreement provided a written notice is given to procurer in writing of atleast fifteen (15) days.

#### **12. Governing Law:**

All matters arising out of or in conjunction with the Bid document and/or the Bidding process shall be governed by and construed in accordance with Indian law and the

courts in the state in which HPPC has its headquarters shall have exclusive jurisdiction.

Annexure I

BIDDERS COMPANY DATA:

Name:

Name of the Contact Person:

E-Mail Address:

Postal Address:

Telephone:

Fax Number:

Inter/Intra state Trading license (Scanned copy enclosed)

- I. Category of License (in case of traders alone)
- II. Validity
- III. PPA/LOI/equivalent arrangement/ authorization from the generator
- IV. Quantum for which bidder applied for (in MW & MUs)

Complete details of any suit pending against/filed by Bidder in CERC / SERC / Courts /

Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.

Other Information, if any.

Signature of the Authorized Representative

**Annexure II**

**FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD**

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

In consideration of (Insert name of the Bidder) submitting the bid *inter alia* for supply of power during the period {Insert Period} on short term basis, in response to Tender (Ref no ) Issued by **Haryana Power Purchase Center** and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder , required to deposit EMD as per terms of Tender, having agreed to production of a irrevocable bank guarantee for **Rupees Figures**

**[Rupees words**

**Only]**, as a security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} ("**Guarantor Bank**")

Address:-

BANK GUARANTEE NO: { }

DATE { Date of creation} Amount : { }

We {**Name & Address of Bank** (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay **Haryana Power Purchase Center** (hereinafter referred to as "Procurer") or any representative authorized by it in this behalf an amount not exceeding **Rupees {figures— }/- [Rupees { words}**on demand by the Haryana Power Purchase Center.

The Guarantor Bank do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the **Procurer** or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee however, our liability under this guarantee shall be restricted to an amount not exceeding **Rupees {figures--- }-**

**[Rupees {words-----} ]**

**Our Guarantee shall remain in force until.....**

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the **Procurer** or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or its authorized representative

We, the said bank further undertake to pay to the **Procurer** or any representative authorized by it any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank Further agrees that the guarantee herein contained shall remain in full force until **{Date to be inserted by Procurer}**. The Procurer shall be entitled to invoke this

Guarantee until {insert date which is one month after the date in the preceding sentence }

Guarantor Bank further agree that **Procurer** shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relived from our liability by reason of any such variation

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

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

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

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

The Guarantor Bank hereby agrees and acknowledges that **Procurer** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of **Haryana Power Purchase Center** as mentioned in written demand from the **Procurer**.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes or disparities by the bidder or any other person. The Guarantor Bank shall not require the procurer or its authorized representative to justify the invocation of this Bank Guarantee nor shall the Guarantor Bank have any recourse against the Procurer or its authorized representatives in respect at any payment made hereunder.

We { Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of the Procurer in writing.

Notwithstanding anything contained herein,

- (i) Our liability under this guarantee shall not exceed Rupees { figures -----}-  
[Rupees words----- ]
- (ii) This bank guarantee shall be valid up to { Date to be inserted by Procurer - 3 months from the opening of the tender}. The Procurer shall be entitled to invoke this

Guarantee until {insert date which is one month after the date in the preceding sentence }

- (iii) We are liable to pay guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, { Name and Address of Bank } within the validity period of this Bank Guarantee. After which the bank shall discharged from this liabilities.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ (Insert Date \_\_\_\_\_) at \_\_\_\_\_ (Insert Address \_\_\_\_\_).

Witness

- 24. \_\_\_\_\_  
Signature \_\_\_\_\_  
Name and Address \_\_\_\_\_  
  
Designation with Bank Stamp \_\_\_\_\_  
  
Name and Address \_\_\_\_\_

**Annexure III**

**Format for Affidavit (To be executed on the non-judicial stamp paper)**

We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive/formation of cartel.

We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with instant proposal.

We further confirm that the company has not availed/applied for RECs from the notified agency/against the offered solar power and the company will not avail/apply for RECs from the notified agency against the contracted power against tender no.

In case of any default by our Company, HPPC have full right to recover the amount paid and damages a deemed fit as per terms of the PPA signed/ to be signed with HPPC.

**Deponent**

**Verification**

**Verified** that the contents stated above in this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

**Place:**

**Deponent**

**Dated:**

Name of the Bidder  
Signature of the authorized person  
Name of the authorized person

