

Tender Notice: GRIDCO/ Tender/ DEEP/ 23-24/ 01

<u>REQUEST FOR PROPOSAL (RFP)</u> FOR <u>PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH</u> <u>TARIFF BASED COMPETITIVE BIDDING PROCESS</u> BY <u>GRIDCO LIMITED, BHUBANESWAR</u>

TIME TABLE FOR SHORT TERM PROCUREMENT BID PROCESS

Sl. No.	Event	Time
1.	Publication of Request for Proposal (RFP)/ Activation of Event	27 th September, 2023 at 12:00 hrs
2.	Last date of submission of RfP bids including EMD	04 th October, 2023 at 16:00 hrs
3.	Opening of non-financial technical bids	05 th October, 2023 at 12:00 hrs
4.	Opening of IPOs	09 th October, 2023 at 15:00 hrs
5.	Start of e-RA	09 th October, 2023 at 16:00 hrs

Bids to be submitted through	DEEP e-Bidding Portal
Office inviting bids & Place of submission of EMD	Sri Bijay Kumar Das, Chief General Manager, Power Purchase, GRIDCO LIMITED, Bhubaneswar – 751022, Odisha. E-mail Id: sgm.pp@gridco.co.in ; srgmppgridco@yahoo.com
Details of persons to be contacted in case of any query/ assistance	Sri Sujit Kumar Moharana, Trading Cell, GRIDCO LIMITED Mob: 9438907588 E-mail: gridco.trading.cell@gmail.com

Bidding will be done through e-bidding portal (DEEP) only as per the guidelines for short term procurement of power notified by the Ministry of Power as amended from time to time. The link for the e-bidding portal is www.mstcecommerce.com, and is also available on the website of Ministry of power (www.powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize with the revised guidelines notified by the Ministry of power carefully, before submitting the offer.

1. Introduction and Background

M/s GRIDCO LIMITED is a limited company incorporated under the companies Act 1956 and engaged in the business of bulk supply of electricity as a deemed intra-state Trading Licensee in the State of Odisha. GRIDCO Ltd. wishes to purchase power from interstate/intrastate sources viz. Generators, Traders having valid Inter State Trading License issued by CERC for interstate trading of energy, State Electricity Boards, State Electricity Utilities, DISCOMs, IPPs & CPPs on Short Term Open Access basis for the period from 01st March, 2024 to 31st July, 2024 in different period of the months with the General Terms & Conditions.

2. Quantum

GRIDCO LIMITED invites bids through e-tender for purchase of power on Firm basis under Short Term Power Procurement from various sources as specified in the following table:

Req. No.	Period	Duration	Quantum (MW)	Minimum Bid Quantum (MW)	Delivery Point
1.	01.03.24 to 15.03.24	RTC	400	10	GRIDCO's Periphery
2.	16.03.24 to 31.03.24	RTC	400	10	
3.	01.04.24 to 15.04.24	RTC	400	10	
4.	16.04.24 to 30.04.24	RTC	400	10	
5.	01.05.24 to 15.05.24	RTC	400	10	
6.	16.05.24 to 31.05.24	RTC	400	10	
7.	01.06.24 to 15.06.24	RTC	400	10	
8.	16.06.24 to 30.06.24	RTC	400	10	
9.	01.07.24 to 15.07.24	RTC	400	10	
10.	16.07.24 to 31.07.24	RTC	400	10	

GRIDCO LIMITED may choose any/all fortnight/months and duration for Purchase of Power as per its requirement.

3. Qualification Criteria

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

- i. The bidder must quote not less than 10 MW quantum of power from single source of generation.
- ii. The quantum of power offered by the bidder shall be firm power for the duration mentioned above.
- iii. The bidder must submit the details of Bidder Company as per **Annexure 'II'** of tender specification for consideration of their bid.
- iv. The bidder must submit the undertaking as per **Annexure 'I'** that General Terms & Conditions of the RFP Documents have been accepted unconditionally.
- v. If Bidder is a Trader, it shall submit a copy of valid Category license or equivalent Trading License issued by Appropriate Commission and it shall also submit a copy of executed power purchase agreement with the Generator/Supplier or an equivalent arrangement for supply of power and/or a copy letter of authorization from the generator / supplying utility.

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

4. e-Tendering and e-Reverse Auction

The Procurer(s) shall procure power using the e-Bidding portal by themselves or through an authorized representative (AR). The link for the e-Bidding portal is **www.mstcecommerce.com**, and is also available on the website of Ministry of Power (**www.powermin.nic.in**) and PFC Consulting Limited (**www.pfcclindia.com**).

The Bidders and Procurers or their AR shall have to be registered with the e-Bidding portal to create their own user id and password. For registration, the Bidders shall have to pay onetime non-refundable registration fee of Rs. 20,000/- plus applicable taxes.

The Procurer(s) or their AR can raise indents on the eBidding portal and create events. All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to 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.

All the users of the e-Bidding portal shall require valid digital signatures to have access to the portal.

An event involves one or more bids depending upon single or multiple requisition of power on round the clock (RTC) basis or for different time slots during both eTender and eReverse auction process. Each event of the auction would require independent digital signature of the Bidder.

The prospective bidders are requested to consult/contact this office and/or M/s MSTC Ltd. in time in case any difficulty is experienced by them regarding uploading of the bid since no last minute request for extension in opening of tender on this account will be entertained.

The prospective bidders are requested to be extra cautious while filling their bids and may get in touch with this office in case of any difficulty. Once the bids are opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder shall be entertained.

5. Tariff Structure:

The Bidder shall quote a single part tariff in Rs./ kWh at which it is prepared to deliver the energy at the delivery point. The price should be on the following basis:

- i. The **delivery point** shall be the GRIDCO's Periphery i.e. the point of interconnection between CTU network of ER and Odisha State Transmission System for inter-state supplier/ generator. If the power supplier/ generator is located in the State of Odisha then the delivery point shall be the interconnection point of supplier terminal with STU terminal of Odisha.
- ii. The Bidder shall quote the single tariff at the Delivery Point upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges upto Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.
- iii. For avoidance of doubt, Intra-state open access charges, transmission charges and losses along with POC injection charges and loss up to the POC interface are on Seller's account and POC drawl charges and losses along with intra-state open access, transmission charges and losses are on Procurer's account.

- iv. The tariff quoted should be on constant/ firm basis for the requisitions mentioned in Clause-2 above and there shall be no escalation during the contractual period or later.
- v. As per CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 **short term withdrawal charges are not applicable to GRIDCO as it has LTA.** Bidder shall file application on behalf of buyer (GRIDCO). The RLDC charges, application/ concurrence charges, transmission losses (Injection and Withdrawal losses), transmission charges (Injection and Withdrawal charges) , if any, or any other charges covered under Open Access Regulations notified by Central Electricity Regulatory Commission (CERC)/ State Electricity Regulatory Commission (SERC) and the procedure for Open Access stipulated by the Central Transmission Utility (CTU)/ State Transmission Utility (STU) (as amended up to date) for supply of energy up to the delivery point shall be included in the sale price i.e. all the transmission charges, transmission losses, load dispatch centre charges, application/ concurrence charges or any other charges for purchase of energy up to the delivery point shall be borne by seller/bidder, if applicable.
- vi. In case Successful bidder is a trader or DISCOM with LTA then the application for open access shall be punched by successful bidder on behalf of GRIDCO. If, the successful bidder is a Generator/ DISCOM without LTA, then GRIDCO will apply for Open Access. In such cases, the open access charges upto the delivery point shall be reimbursed to GRIDCO within 3 working days of receipt of the bill from GRIDCO, beyond which Late Payment Surcharge (LPS) at 1.25% shall be applicable.
- vii. For avoidance of doubt, all applicable Transmission charges & transmission losses, all load dispatch Centre charges, all Application/ Concurrence Charges and all associated taxes, duties, cess upto the **Delivery Point** are onto seller's account.
- viii. If 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 the seller. However, it shall be at sole discretion of GRIDCO whether to accept such request or not.
- ix. Implementation of T-GNA Regulations by the Hon'ble CERC:
 - a. After implementation of T-GNA w.e.f 01.10.2023 as per Hon'ble CERC letter Dt. 03.08.2023 additional charges for flow of power upto delivery point may be imposed to the account of procurer. However, the bidder/seller will book T-GNA, in consultation with GRIDCO through e-mail, and will first pay additional T-GNA

charges. The said T-GNA charges shall be reimbursed by GRIDCO within 07 days of production of proof of payment of T-GNA charges through E-mail.

- b. Any change in procedure that leads to alteration/ cancellation in the booked open access corridors under STOA, due to T-GNA implementation, shall be considered as "Force Majeure", only after intimation of the same by the bidder/seller within 48 hrs of alteration/ cancellation in the booked open access corridors under STOA over email. After valid receipt of the concerned email by GRIDCO, bidders shall not be liable to bear any financial loss on account of the same.

6. Submission of Bid

Bidders shall be required to submit separate non-financial and financial bids as under:

a. Non - Financial Bid:

This part will consist of following:

- i. Covering Letter indicating the list of documents enclosed in the envelope.
- ii. Bidder Company Data as per format annexed as **Annexure-II**.
- iii. Anti-collusion affidavit (**Annexure-III**), to be executed on non-judicial stamp paper.
- iv. Acceptance of "General Terms and Conditions without any deviations" in the prescribe format provided as **Annexure - IV**.
- v. The bidder shall give information about the sources from which bidder shall supply the power.
- vi. Copy of valid inter-state energy Trading License issued by CERC to deal in inter-state trading of energy. (In case of bidder being trader).
- vii. Lol (Letter of Intent) of Seller(s). (in case bidder being trader)
- viii. Requisite Earnest Money Deposit (EMD) in original. The bids without earnest money deposit shall be outrightly rejected.

b. Financial Bid:

This part will consist of price bid for supply of energy to GRIDCO. Financial bid will be opened for the bidders whose non-financial bid is found to be in order.

Bidders shall submit his offer online in electronic formats both for Non-Financial and Financial bids. All the submitted documents should be stamped and signed by authorised persons. However, the EMD must be submitted by the bidders in original in the office of **Chief General Manager (PP), GRIDCO LIMITED, Bhoi Nagar, Janpath, Bhubaneswar, Odisha-751022** prior to the last date and time of submission of bid documents. Conditional Financial bid shall not be accepted and will be summarily rejected.

Condition regarding e-Reverse Auction will remain applicable as per provision of DEEP-Portal. All the bidders should upload their tenders with all the annexures duly filled & complete in all respects. All bids must be accompanied by 'Earnest Money Deposit' at the rates prescribed in the tender documents. Bidder may upload any additional information / documents, which it feels is relevant to this tender. However, GRIDCO reserves the right to consider or reject this information at its sole discretion.

7. Earnest Money Deposit (EMD)/ Bank Guarantee (BG)

The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on prorata basis in case bids are invited on hourly basis. Example, for a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-.

The EMD should be in the form of Bank Guarantee issued by any Nationalized/Scheduled Bank, as per the format provided at **Annexure V**, or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal. Account details of GRIDCO LIMITED is mentioned below:

Account Name	:	GRIDCO LIMITED
Bank Name	:	Union Bank of India, Bhubaneswar Main Branch, 38-Ashok Nagar, Bhubaneswar – 751009
Account Number	:	380801014022021
IFSC Code	:	UBIN0538086

Bids shall be summarily rejected if EMD of the stipulated amount is not accompanied with the bid. It is to be noted that the EMD shall carry no interest.

i. Forfeiture of EMD

The EMD shall be forfeited in the following instances:

- If the bidder withdraws or modifies bid during the bid validity period.
- For non-submission of Contract Performance Guarantee by Successful Bidder(s).
- The contractual obligations are not fulfilled satisfactorily.

ii. Refund of EMD

- The EMD shall be refunded on relevant request of to the unsuccessful bidder(s) within 10 days of expiry of bid validity period.

- b. The EMD of the selected bidder(s) shall be refunded after submission of the Contract Performance Guarantee (CPG).

8. Contract Performance Guarantee (CPG):

- i. The Successful Bidder(s) may be required to furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at Rs. 2 lac per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- ii. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank as per the format provided at **Annexure V** 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 non-performing the contractual obligations. The CPG shall be released within 30 days after completion of Contract Period.
- v. Bank Guarantee(s) submitted by the bidder, in lieu of EMD/ CPG, should be in favour of Chief General Manager (PP), GRIDCO LIMITED, Bhubaneswar.

9. Bid Validity Period:

The offer shall remain valid till the time of signing of Power Purchase Agreement (PPA). 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 shall be forfeited.

10. Bidding Process:

- i. GRIDCO has issued this RFP for procurement of power on short term basis as per details mentioned in clause 2 above and this RFP has been uploaded on the DEEP e-Bidding portal and GRIDCO's website (www.gridco.co.in).
- ii. The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RFP and upload the latest documents as part of the Bid.
- iii. 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.

- iv. 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. The bidder needs to ensure that only one bid is submitted from one source. In the event if two bids are received from the same source, both bids would be treated as non -responsive.
- v. Bidders shall be required to submit separate non-financial technical Bids 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/ BG along with the Bids. The Bidders can revise their IPOs before date and time of submission of RFP. GRIDCO or its AR 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.
- vi. The IPO shall be strictly as per the terms of RFP and shall be unconditional. The conditional price bid shall be summarily rejected.

11. 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.

12. Opening and Evaluation of Bids:

- i. 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

GRIDCO still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Hon'ble OERC.

- ii. GRIDCO shall constitute a Standing Committee for evaluation of the Bids.
- iii. Non-financial bids will be opened by GRIDCO or its Authorized Representative electronically from the website stated above, using their Digital Signature Certificate.
- iv. Non-financial bids for those tenders whose original copies of DD/BG towards EMD have been received and who have deposited the e-Bidding Fee will only be opened. Proposals corresponding to which original document proof towards EMD has not been received, will not be opened and will stand rejected.
- v. GRIDCO or its authorized representative can seek clarifications/ documents required in connection with technical bid. After acceptance of the non-financial bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- vi. 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.

13. Elimination of Bidders:

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

After the opening of Initial Price Offers (IPO), 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.

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

14. E - Reverse Auction (e-RA):

- i. The shortlisted Bidders after elimination will be intimated individually by system generated emails only.
- ii. The reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of One (1) paisa or multiples thereof and to increase the quantum quoted by them by One (1) MW or

multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.

- iii. 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.
- iv. 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.

15. Issuance Of Letter Of Award (LoA):

- i. The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder(s).
- ii. GRIDCO 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.
- iii. GRIDCO shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event GRIDCO rejects or annuls all the bids, it may go for fresh bids. If GRIDCO fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- iv. 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.
- v. In case the LoA is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process, the EMD/CPG shall be forfeited as the case may be.
- vi. After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by GRIDCO to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy

of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date (1 day from the issuance of LoA), GRIDCO may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LoA.

- vii. After acknowledgement of the LOA by the Selected Bidder(s), GRIDCO shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document i.e. within 15 days from the close of the e-Reverse Auction. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. GRIDCO would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case GRIDCO fails to sign the PPA within the period prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiting the EMD/CPG as the case may be.

16. Right to Accept/ Reject the bid:

GRIDCO 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. For the avoidance of doubt, it is clarified that GRIDCO 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 requisition. (The quantity will be awarded in the order of lowest to highest rate i.e. after exhausting bid quantum of lowest bidder considering transmission availability, etc). The decision of GRIDCO shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by GRIDCO in this regard.

17. Power Purchase Agreement (PPA):

PPA proposed to be entered with the Selected Bidder(s) shall include necessary details on

- i. Risk allocation between parties.
- ii. Force Majeure Events shall mean the occurrence of any of the following events:-
 - Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
 - Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

- 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.
 - The procurer would return the CPG in case of non-availability of transmission corridor during the contract period.
- iii. Change in Law – Change in Law shall include
- Any change in transmission charges and open access charges
 - 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
- iv. Billing cycle – Bidders may raise bills on weekly basis or at the end of the contract period for the energy scheduled
- v. Payment of Liquidated Damages for failure to supply the Instructed Capacity:
- Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.
 - In case deviation from Procurer side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
 - In case deviation from Seller side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, 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.
- vi. 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. LC shall be opened prior to commencement of supply of power.
- vii. Consequences on Sale of Contracted Power to Third Party without consent of GRIDCO
- In case the Seller fails to offer the contracted power as per the Agreement to GRIDCO and sells this power without GRIDCO's consent to any other party, GRIDCO shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per Clause 07 of Annexure I, for failure to supply the Instructed Capacity.
 - On a complaint to this effect by GRIDCO to the concerned load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from

scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

18. Contract Award and Conclusion

- i. The PPA shall be signed with the Selected Bidder(s) consequent to the selection process.
- ii. After the conclusion of bid process, the Standing Committee constituted for evaluation of RfP bids shall provide appropriate certification on conformity of the bid process evaluation according to the provisions of the RfP document. The Procurer shall provide a certificate on the conformity of the bid process to these Guidelines to the Appropriate Commission.
- iii. For the purpose of transparency, the Procurer shall make the bids public by indicating the tariff quoted by all the Bidders, after signing of the PPA or PPA becoming effective, whichever is later. While doing so, only the name of the Successful Bidder(s) shall be made public and tariffs quoted by other Bidders shall be made public anonymously.
- iv. If the quantum of power procured and tariff determined are within the blanket approval granted by the Appropriate Commission in Annual Revenue Requirement (ARR) of the respective year, then the same will be considered to have been adopted by the Appropriate Commission.

In all other cases, the Procurer(s) shall submit a petition to the Appropriate Commission for adoption of tariff within 2 days from the date of signing of PPA. Appropriate Commission should communicate the decision within 7 days from the date of submission of petition.

19. Modification of the Bid Documents:

GRIDCO 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)/ corrigenda and such amendment(s)/ corrigenda shall form part of bid documents.

20. 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 Bhubaneswar shall have exclusive jurisdiction.

21. Arbitration:

- i. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- ii. All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

22. Disclaimer:

Neither GRIDCO nor its employees shall be liable to any Bidder or any other person under any law including the law of contract., tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of GRIDCO or its employees. For the avoidance of doubt it is expressly clarified that this Bid document is an offer to bid and its subject to the award of LoA/ PPA by GRIDCO and acceptance of the LoA/ PPA by the selected bidder will be construed as acceptance of terms and conditions as per **Annexure I**.

 26/09/2023

CHIEF GENERAL MANAGER (PP),
GRIDCO LIMITED, BHUBANESWAR,
ODISHA – 751022

General Terms & Conditions

Annexure - I

The terms and conditions for purchase of power by GRIDCO LIMITED on short term open access under the RFP No.: **GRIDCO/ Tender/ DEEP/ 23-24/ 01** are as follows:

1. Delivery Point:

The **delivery point** shall be the **GRIDCO Periphery** i.e. the point of interconnection between CTU network and Odisha State Transmission System for supplier/ generator located outside the State. If the power supplier/ generator is located in the State of Odisha then the delivery point shall be the interconnection point of supplier terminal with STU terminal of Odisha.

2. Quantum:

GRIDCO LIMITED invites bids through e-tender for purchase of power on Firm basis under Short Term Power Procurement from various sources as specified in the following table:

Req. No.	Period	Duration	Quantum (MW)	Minimum Bid Quantum (MW)	Delivery Point
1.	01.03.24 to 15.03.24	RTC	400	10	GRIDCO's Periphery
2.	16.03.24 to 31.03.24	RTC	400	10	
3.	01.04.24 to 15.04.24	RTC	400	10	
4.	16.04.24 to 30.04.24	RTC	400	10	
5.	01.05.24 to 15.05.24	RTC	400	10	
6.	16.05.24 to 31.05.24	RTC	400	10	
7.	01.06.24 to 15.06.24	RTC	400	10	
8.	16.06.24 to 30.06.24	RTC	400	10	
9.	01.07.24 to 15.07.24	RTC	400	10	
10.	16.07.24 to 31.07.24	RTC	400	10	

GRIDCO LIMITED may choose any/all fortnight/months and duration for Purchase of Power as per its requirement.

3. Open Access's Charges & Losses:

- i. The tariff at the Delivery Point, upto three (3) decimals, shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges upto Delivery Point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only.
- ii. For avoidance of doubt, Intra-state open access charges, transmission charges and losses along with POC injection charges and loss up to the POC interface are on Seller's account and POC drawl charges and losses along with intra-state open access, transmission charges and losses are on Procurer's account.
- iii. The tariff quoted should be on constant/ firm basis for the requisitions mentioned in Clause-2 above and there shall be no escalation during the contractual period or later.
- iv. As per CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020 **short term withdrawal charges are not applicable to GRIDCO as it has LTA.** Bidder shall file application on behalf of buyer (GRIDCO). The RLDC charges, application/ concurrence charges, transmission losses (Injection and Withdrawal losses), transmission charges (Injection and Withdrawal charges) , if any, or any other charges covered under Open Access Regulations notified by Central Electricity Regulatory Commission (CERC)/ State Electricity Regulatory Commission (SERC) and the procedure for Open Access stipulated by the Central Transmission Utility (CTU)/ State Transmission Utility (STU) (as amended up to date) for supply of energy up to the delivery point shall be included in the sale price i.e. all the transmission charges, transmission losses, load dispatch centre charges, application/ concurrence charges or any other charges for purchase of energy up to the delivery point shall be borne by seller/bidder, if applicable.
- v. In case Successful bidder is a trader or DISCOM with LTA then the application for open access shall be punched by successful bidder on behalf of GRIDCO. If, the successful bidder is a Generator/ DISCOM without LTA, then GRIDCO will apply for Open Access. In such cases, the open access charges upto the delivery point shall be reimbursed to

GRIDCO within 3 working days of receipt of the bill from GRIDCO, beyond which Late Payment Surcharge (LPS) at 1.25% shall be applicable.

- vi. For avoidance of doubt, all applicable Transmission charges & transmission losses, all load dispatch Centre charges, all Application/ Concurrence Charges and all associated taxes, duties, cess upto the **Delivery Point** are onto seller's account.
- vii. If 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 the seller. However, it shall be at sole discretion of GRIDCO whether to accept such request or not.
- viii. Implementation of T-GNA Regulations by the Hon'ble CERC:
 - c. After implementation of T-GNA w.e.f 01.10.2023 as per Hon'ble CERC letter Dt. 03.08.2023 additional charges for flow of power upto delivery point may be imposed to the account of procurer. However, the bidder/seller will book T-GNA, in consultation with GRIDCO through e-mail, and will first pay additional T-GNA charges. The said T-GNA charges shall be reimbursed by GRIDCO within 07 days of production of proof of payment of T-GNA charges through E-mail.
 - d. Any change in procedure that leads to alteration/ cancellation in the booked open access corridors under STOA, due to T-GNA implementation, shall be considered as "Force Majeure", only after intimation of the same by the bidder/seller within 48 hrs of alteration/ cancellation in the booked open access corridors under STOA over email. After valid receipt of the concerned email by GRIDCO, bidders shall not be liable to bear any financial loss on account of the same.

4. Billing:

For the supply of power by Successful Bidder(s) during a calendar month, Successful Bidder(s) shall raise weekly bills on provisional schedule issued by SLDC/RLDC(s). For the purpose of weekly bills, each month will be divided into four parts starting from 00:00 hrs of the 1st, 9th, 16th and 24th day of the month to 24:00 hrs of 8th, 15th, 23rd and last day of the month respectively. After receipt of REA/SEA of concerned RPC/ RLDC/ SLDC, final bill shall be raised for necessary adjustments.

5. Payment(s):

a. Energy Bill :-

- i. GRIDCO shall make payment to bidder bank account within the Due Date, i.e. 7 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.
- ii. A rebate of 2% shall be applicable on energy bills, if the payment is made within the Due Date.
- iii. Delayed payment surcharge for the energy bills shall be 1.25% per month on all outstanding payments after 30 days from the Due Date of payment.

b. Open Access Bill / T-GNA bill/ Compensation bill:-

- i. The due date for the payment of OA/ T-GNA bills, (raised by the bidder/ seller) & compensation bills (as per Clause 17) 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 and compensation Bills (with GST).
- ii. Delayed payment surcharge for the OA/ T-GNA & compensation bills shall be 1.25% per month on all outstanding payments after the due Date of payment.

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

- i. Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly (requisition) basis.
- ii. In case deviation from GRIDCO side is more than 15% of contracted energy for which open access has been allocated on monthly (requisition) basis, GRIDCO 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 on monthly (requisition) basis, Seller shall pay compensation to GRIDCO 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 GRIDCO.

7. Consequences on Sale of Contracted Power to Third Party without consent of GRIDCO

- a. In case the Seller fails to offer the contracted power as per the Agreement to GRIDCO and sells this power without GRIDCO's consent to any other party, GRIDCO shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These

damages shall be in addition to Liquidated Damages as per Clause 07 above, for failure to supply the Instructed Capacity.

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

8. Force Majeure:-

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

- i. Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- ii. Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- iii. 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.
- iv. GRIDCO would return the CPG in case of non-availability of transmission corridor during the contract period.

9. Change in Law:

Change in law shall include the following:

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

10. Arbitration:

- i. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- ii. All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

11. Court Jurisdiction:

All differences or dispute between the parties arising out of or in connection with this power purchase arrangement, which fall beyond the appropriate commission under Electricity Act, 2003, shall be governed by Law of India and subject to jurisdiction of Courts situated in Bhubaneswar only to the exclusion of all other courts.

12. Termination:

GRIDCO reserves full right to terminate the transaction as per this tender in case the successful bidder(s) fail(s) to abide by the stipulated terms and conditions. In such an eventuality GRIDCO shall neither be responsible nor liable for any loss suffered by the successful bidder(s).

(To be submitted on the official letter head of the Bidder)

Annexure - II

BIDDERS COMPANY DATA

- a) Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Inter/Intra state Trading license (Copy enclosed)
 - I. Category of License (in case of traders alone)
 - II. Validity
- h) LOA of each Source (Copy enclosed)
- i) 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.
- j) Other Information, if any.

Signature of the Authorized Representative with Seal

Annexure - III

**Format for Anti-collusion 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 not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with instant proposal.

Date this..... Day of..... 2023.

Name of the Bidder

Signature of the authorized person with seal

Name of the authorized person

(To be given on the official letter of the Bidder)

Annexure – IV

Acceptance of Terms & Conditions

We have carefully gone through the Bid Document against the Tender specification number-....., dated....., and satisfies ourselves and hereby confirm that our offer strictly confirms to the requirement of the Bid document and all the Terms and Conditions of the bid document as well as the general terms and conditions, laid down at Annexure I of the bid document, are acceptable to us.

Date this..... Day of..... 2023.

Name of the Bidder

Signature of the authorized person with seal

Name of the authorized person

Annexure - V

FORMAT OF THE BANK GUARANTEE FOR EMD/ CPG

(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 power purchase period during the period {Insert Period}, in response to Tender (Ref no-----) issued by **GRIDCO Ltd.** and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder is required to deposit EMD/ CPG as per terms of Tender, having agreed for submission of an irrevocable bank guarantee for **Rupees Figures----- [Rupees words----- Only]**, towards security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} ("Guarantor Bank")

Address :- BHUBANESWAR Branch

BANK GUARANTEE NO: { }

DATE: { Date of creation }

Amount: { }

We **{Name & Address of Bank}** (here in after referred to as "Guarantor Bank") hereby agree unequivocally, irrevocably and unconditionally to pay **GRIDCO Ltd.** an amount not exceeding **Rupees {figures--- }/- [Rupees { words-----}]** on demand by the GRIDCO Ltd. .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from **GRIDCO Ltd.** 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 -----}]**

The Guarantor Bank do hereby expressly agree that it shall not require any proof in addition to the written demand from **GRIDCO Ltd.** 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 **GRIDCO Ltd.** or its authorized representative.

We, the said bank further undertake to pay to **GRIDCO Ltd.** 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 agree that the guarantee herein contained shall remain in full force and effect until **{One month after expiry of the transaction}**. **GRIDCO Ltd.** shall be entitled to invoke this Guarantee until **{the date in the preceding sentence}**.

The Guarantor Bank further agree that **GRIDCO Ltd.** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved 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 BHUBANESWAR shall have exclusive jurisdiction.

The Guarantor Bank represent 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 **GRIDCO Ltd.** or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the 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 **GRIDCO Ltd.** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agree and acknowledge that **GRIDCO Ltd.** 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 **GRIDCO Ltd.** as mentioned in written demand from **GRIDCO Ltd.**

We {Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of GRIDCO Ltd. 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 **{One month after expiry of the transaction}**. **GRIDCO Ltd.** shall be entitled to invoke this Guarantee until **{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 BHUBANESWAR Branch}** within the validity period of this Bank Guarantee. After which the bank shall be discharged from all the liabilities.

Dated :

Place : BHUBANESWAR