

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

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

HARYANA POWER PURCHASE CENTER (HPPC)

INVITATION FOR BIDS

Tender Enquiry No.- NIT-110/HPPC

1. 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 (HPPC), 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 Vidyut Sadan, Plot No. IP-3 & 4, 4th floor, Sector-14, 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(herein after also referred as procurer/ buyer) is inviting bids for procurement of **750 MW** RTC Power under short term arrangement for the period from **01.05.2024 to 15.10.2024**.

The power would be procured under ‘Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process’ (Guidelines) notified by the Ministry of Power vide resolution dated 30th March 2016 amended upto date, through e-bidding portal (DEEP). The link for the e-bidding portal is www.mstcecommerce.com, and is also available on the website of Ministry of Power (www.Powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize themselves with the guidelines notified by the Ministry of power vide resolution dated 15th May ' 2012, 30th March ' 2016 , 30th December 2016 & 21st Feb ' 2022 carefully before submitting the offer.

2. e- BIDDING FEE

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

3. QUANTUM OF POWER

The bidder(s) should be capable of supplying power as mentioned below to HPPC, for the period from **01.05.2024 to 15.10.2024** as detailed below:

Period	Duration (hrs)	Quantum (MW)	Minimum Bid Quantity (MW)	Delivery Point
01.05.24 to 31.05.24	00:00 to 24:00	750	25	Haryana State Periphery in Northern Region
01.06.24 to 30.06.24	00:00 to 24:00	750	25	
01.07.24 to 31.07.24	00:00 to 24:00	750	25	
01.08.24 to 31.08.24	00:00 to 24:00	750	25	
01.09.24 to 30.09.24	00:00 to 24:00	750	25	
01.10.24 to 15.10.24	00:00 to 24:00	750	25	

Note: HPPC reserves the right to increase or decrease the quantum.

4. Time Table for Bid Process

S. No.	Event	Date & Time
1.	Activation of Event	13.12.2023 at 10:00 Hrs
2.	Last date of submission of RfP bids (online digitally signed non-financial technical Bid) and Initial Price Offer (IPO) including EMD	08.01.2024 at 17:00 Hrs
3.	Opening of non-financial technical bids	09.01.2024 at 12:00 Hrs
4.	Opening of IPOs (upto 1200 hrs) & Start of e-RA (14:00 hours)	11.01.2024
5.	Issuance of Letter of Award (LOA) and submission of signed LOA.	After the approval of HERC
Hard Copy of B.G/ proof of EMD in sealed envelope should reach HPPC by at 09.01.2024 upto 11:00 hrs.		

5. Online Submission:

- 5.1 Bids to be submitted through DEEP e-bidding portal. Physical submission of bids is not allowed.
- 5.2 Before electronically submitting the bids, it should be ensured that all relevant bid documents required to be submitted online are digitally signed by the authorized person signed the bid.
- 5.3 Any cutting / over writing shall be valid only if they are initialed by the authorized person signed the bid.
- 5.4 No conditional bid shall be accepted and will be rejected summarily forthwith.
- 5.5 HPPC does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.

6. Documents to be submitted

- 6.1 Proof of depositing EMD in the prescribed form as defined hereunder at Clause “Earnest Money Deposit (EMD)/ Bank Guarantee (BG)”
- 6.2 Details of source wise quantum of power offered and corresponding amount of EMD.
- 6.3 If the bidder is a company, it must be submitting the details of bidder company as per Annexure- 'I' of NIT for consideration of its bid.
- 6.4 If the bidder is a trader, it should submit a copy of the valid category of trading license or equivalent trading license issued by the appropriate commission.
- 6.5 If bidder is a trader, he/they should submit a copy of executed power purchase agreement/ LOA with the generator/supplier or an equivalent arrangement for supply of power and/or a copy letter of authorization from the generator / supplying utility.
- 6.6 The bidder will be required to submit an undertaking to the effect that all the Terms & Conditions of this RfP document have been accepted along with a signed copy of the RfP document annexed with the technical bid.
- 6.7 The bidder shall provide a copy of authorization letter to sign its particular tender in favor of the person signing the tender documents on behalf of the bidder.
- 6.8 The source from which the power is being offered under this NIT must have achieved CoD and shall be in commercial operation on the date of submission of tender.

Note: No extension of time for submission of bids shall be allowed for any technical issues like non availability of web site, delay in uploading of document, etc.

7. QUALIFICATION CRITERIA

- 7.1 The bidder may offer RTC power up to the quantum indicated in the RfP document for the respective periods on firm basis. The supply of power may be offered from one or more than one source subject to condition that offers from each source shall not be less than 25 MW (**Minimum Bid Quantum**). Offer of less than above specified quantity will result into non responsiveness of bid.
- 7.2 The quantum of power offered by the bidder shall be firm power for the entire contract period.
- 7.3 Non-fulfillment of any of the mentioned conditions at clause 6.0 above, will result into non responsiveness of bid.
- 7.4 Bidders who are found qualified in Technical Bid shall only be considered for opening of Financial Bid (IPOs).

8. EARNEST MONEY DEPOSIT (EMD)

- 8.1 The bidders are required to submit EMD (as specified in Annexure-II of this RFP) for the maximum capacity which they wish to offer (separately for each source) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of bank guarantee/e-bank guarantee issued by any Nationalized/Scheduled Bank or should be Electronically Transferred through RTGS/NEFT 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 1 MW for 15 days for 10 hours, the EMD shall be calculated as Rs. 30,000 x (15 days / 30days) x (10 hrs / 24 hrs).

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

- 8.2 The bidder shall submit EMD separately for each source.
- 8.3 Bank Guarantee(s) submitted by the bidder in lieu of EMD should be in favour of Financial Advisor / HPPC.
- 8.4 EMD shall be valid upto the end of bid validity period with one month claim period thereafter as mentioned in clause 14.
- 8.5 The EMD in full, for that source for which EMD has been provided by the bidder, shall be forfeited:
- If bidder withdraws bid during bid validity period except as provided in the NIT.
 - For non-submission of contract performance guarantee as specified in this RfP document, by successful bidder(s) irrespective of quantum allotted (except clause no. 18.4)
- 8.6 The EMD shall be refunded to the unsuccessful bidders within 15 days of expiry of bid validity period.
- 8.7 The EMD of successful bidders shall be refunded within 15 days of submission of contract performance guarantee.

9 CONTRACT PERFORMANCE GUARANTEE (CPG)

- 9.1 The successful bidder(s) shall be required to furnish CPG within 7 days after issuance of Letter of Award (LoA) by HPPC to successful bidder(s) for an amount calculated at Rs. 2 lakh per MW per month (30 Days, 24 hours) of contract period.

The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given below:

Suppose NIT is floated for the period 01.05.2024 to 15.10.2024. LOA to a one of its successful bidder is issued for supply of 100MW for 10 hours power during the period 01.05.2024 to 31.05.2024, 50 MW power for 16 hrs during 01.09.2024 to 30.09.2024 and 100MW power for 24 hrs. during 01.10.2024 to 15.10.2024, the total amount of CPG to be submitted by bidder shall be calculated as below:

Period	Amount in Rs.
May	Rs. 2,00,000*100MW*(31 days/30 days)*(10 hrs/24 hrs).
June	Zero
July	Zero
August	Zero
Sept.	Rs. 2,00,000*50MW*(30 days/30 days)*(16 hrs/24 hrs).
Oct	Rs. 2,00,000*100MW*(15 days/30 days)*(24 hrs/24 hrs).
Total Amount of CPG to be submitted by bidder	Sum of amounts for the months from May to Oct. above

- 9.2 The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank separately for each source and valid for the period of contract with a claim period of 1 (one) month after the expiry of contract period.
- 9.3 In the event, the CPG is not furnished within the stipulated date; the EMD submitted against the NIT shall be forfeited.
- 9.4 The CPG provided by the successful bidder(s) shall be forfeited:
- For non-performing the contractual obligations.
 - For not signing the power purchase agreement (PPA) within stipulated time period.
- 9.5 The CPG shall be released within 30 days after completion of contract period and fulfillment of contractual obligations by the successful bidder.
- 9.6 No EMD shall be converted into CPG.

10. TARIFF STRUCTURE

- 10.1 Bid capacity offered by the bidder shall have to be constant for the entire contract period.
- 10.2 The bidder shall quote the single tariff at the delivery point i.e. Haryana periphery upto three (3) decimals which shall include all charges i.e. capacity charge, energy charge, trading margin (in case of bidder being a trader), applicable open access charges (excluding Haryana ISTS charges) & losses upto delivery point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies. Tariff shall be designated in Indian Rupees only.

- 10.3 Haryana ISTS charges, if any, shall be borne by HPPC and any taxes, duties & cess etc, related to GNA/ T-GNA, if becomes applicable, shall be borne by HPPC. The same should not be included in the tariff. It is to be noted that STU Charges, SLDC charges of injecting state(s) or any other such charges related to transmission network of injecting state(s) shall be borne by the bidder.
- 10.4 HPPC shall in no way be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the Regional Energy Accounts (REA/SEA) of the northern regional power committee/SLDC as per the latest open access regulations applicable.
- 10.5 RLDC application/ concurrence charges or any other charges as notified by Central Electricity Regulatory Commission (CERC) and Central Transmission Utility (CTU) for supply of energy up to the delivery point shall be included in the sale price.
- The Haryana SLDC application fee (@Rs.5000+18% GST) shall be borne by Seller/bidder.
- 10.6 For inter-State transmission of power, Haryana state periphery is taken as delivery point. For intra-state transmission of power, inter-connection point of seller with STU/ CTU to be taken as delivery point.
- 10.7 The tariff should be constant and there shall be no escalation during the contractual period.
- 10.8 In case of non availability of full contracted quantum from the source for which LoA has been issued, the bidder may supply the power from alternate source at the same tariff. In such case, the additional charges including GNA/ T-GNA charges and losses, if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of bidders. However, supply from alternate source for whatsoever reasons shall not be binding on HPPC and the same shall be at the sole discretion of HPPC.

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. COMPENSATION CLAUSE

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

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

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

13. Consequences on Sale of Contracted Power to Third Party without consent of the Procurer

- 13.1 In case the seller fails to offer the contracted power as per the agreement to the procurer and sells this power without procurer's consent to any other party, the procurer shall be entitled to claim damages from the seller for an amount equal to the higher of : (a) twice the tariff as per the 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 12 above, for failure to supply the instructed capacity.
- 13.2 On a complaint to this effect by the procurer 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."

14. BID VALIDITY PERIOD

The offer shall remain valid for a period of 90 days beyond the date of closing e-Reverse Auction (E-RA) or till the issuance of Letter of Award by HPPC (whichever is earlier). For the purpose of determination of validity date, day 1 shall be the 'X'+1 day, where 'X' is the date of closing of E-RA.

15. BID SUBMISSION AND EVALUATION

- 15.1 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 HPPC still wants to continue with the selection process, the

selection of that single bidder may be done with the consent of the appropriate commission i.e. HERC.

- 15.2 HPPC shall constitute a Standing Committee for evaluation of the bids.
- 15.3 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. 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 bids will have to be signed by the Digital Signature of the bidder.
- 15.4 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.
- 15.5 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.
- 15.6 Bidders shall be required to submit separate nonfinancial 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 nonfinancial 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 technical bid. The bidders can revise their IPOs before date and time of submission of RfP.
- 15.7 HPPC can seek clarifications/documents required in connection with technical bid. All the correspondence in this regard shall be made through email: cehppc@uhbvn.org.in only.
- 15.8 After acceptance of the non-financial technical bids, the financial bids shall be opened as per the procedures specified in the bid document.
- 15.9 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.

- 15.10 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 submits the bid 1st shall be ranked first.
- 15.11 The bidder shall submit the anti-collusion affidavit as per Annexure III.
- 15.12 The bidder shall submit the declaration on NJSP of Rs. 100 as per Annexure IV.

16. ELIMINATION OF BIDDERS

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

- 16.1 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 H-1 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 (H-1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the requisitioned quantity.
- 16.2 The elimination process will be done for each of the requisition separately. One event may have more than one requisition.

17. E - REVERSE AUCTION (e-RA)

- 17.1 The shortlisted bidder after elimination will be intimated individually by system generated emails only.
- 17.2 The e- reverse auction should start within 120 minutes of opening of initial price offers (IPO) and shall continue for a period of next 120 minutes without any extension (automatic or otherwise).
- 17.3 During the reverse auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa 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.
- 17.4 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.

18. Issuance of Letter of Award

- 18.1 The bidder, after exercising the process at clause 17 above, 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. The bidder(s),

in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the successful bidder(s).

- 18.2 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.
- 18.3 HPPC shall have the right to issue Letter of Award (LOA) to the successful bidder(s) [selected bidder(s)] in the same order to fulfill its requirement, which can be lower/ higher 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.
- 18.4 In case the selected bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.

19. CONTRACT AWARD AND CONCLUSION

- 19.1 LOA will be issued by HPPC to the selected bidders within the offer validity period through e-mail.
- 19.2 Issuance of LoA by HPPC in line with the terms and conditions specified in this RfP will be construed as a binding contract.
- 19.3 The contract shall be applicable and valid from the date of issue of the LoA to successful bidder.
- 19.4 The successful bidder shall return the acknowledgement of LoA within two (2) working days excluding the date of issuance of such LoA by HPPC.
- 19.5 In the event, the acknowledgment is not received by the stipulated date, HPPC 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.
- 19.6 The bidder shall provide a copy of authorization letter in favor of person to sign the power purchase agreement (PPA). The bidder shall sign the power purchase agreement within 15 working days of issue of LoA, failing which HPPC may, unless it consents for extension of time for signing of PPA thereof, forfeit the EMD/ CPG (as the case may be).
- 19.7 The selected bidder(s) shall not be entitled to seek any deviation, modification or amendment in the terms of LoA/ PPA.

20. HPPC'S RIGHT TO ACCEPT/REJECT THE BID

HPPC reserves its right to

- 20.1 Reject any or all bids or to accept any bid in full or part at its sole discretion

without assigning any reasons whatsoever thereof.

- 20.2 Alter the quantities of power/split the quantities of power as fully described, amongst more than one selected bidder for the same month.
- 20.3 Reject the tender, if the quoted tariff is not aligned to the prevailing market prices.
- 20.4 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.

21. 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.

22. DISCLAIMER:

Neither HPPC 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 HPPC or its employees.

23. ADDRESS OF THE CONTACT PERSON

Chief Engineer/ HPPC
Uttar Haryana Bijli Vitran Nigam Limited,
Vidyut Sudan, Plot no. IP-3 & 4,
4th Floor, Sector- 14 Panchkula- Haryana 134109

24. 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/ HPPC
Uttar Haryana Bijli Vitran Nigam Limited,
Plot no. IP-3 & 4,
4th Floor, Sector- 14 Panchkula- Haryana 134109

GENERAL TERM & CONDITIONS

1. BOOKING OF TRANSMISSION CORRIDOR:

- 1.1 The power shall be schedule under GNA/ T-GNA or combination thereof as per the discretion of HPPC and the seller/ bidder must accept the same and provide necessary document/ approval from their concerned RLDC/ SLDC. HPPC shall create a contract for the quantum as per LoA/ PPA in case of scheduling of power under GNA. The bidder shall be responsible for obtaining timely approval from seller. If GNA is not available, then power shall be scheduled under T-GNA (under GNA/ T- GNA regulation as amended from time to time). Successful bidder shall be fully responsible for the timely filing of open- access application before the nodal RLDC, coordinating with the relevant RLDC / SLDC and obtaining timely approval from seller so as to get the timely booking of the T-GNA corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for short term open access and procedure for reservation of transmission capacity for short-term open access customers and CERC (connectivity and general network access to the interstate transmission system) Regulations, 2022 (Inclusive of all the amendments till date).
- 1.2 In case, the successful bidder is a trader or Discom then the application for open access shall be punched by successful bidder on behalf of HPPC. If the successful bidder is not a trader/ Discom, HPPC will apply for open access. In such case, the open access charges upto delivery point shall be reimbursed to HPPC without any rebate within 3 working days of receipt of bill from HPPC beyond which late payment surcharge as per clause 4 of general terms and conditions shall be applicable.
- 1.3 The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.
- 1.4 The successful bidder(s) shall apply T-GNA and make advance payment in full to the Nodal RLDC as per the timelines provided in CERC (Connectivity and general network access to the interstate transmission system) Regulations, 2022 (Inclusive of all the amendments till date). The open access booking charges, if any, payable by HPPC shall be reimbursed to the successful bidder. In case of non scheduling of contracted power in full, the bidder shall reimburse the open access charges to HPPC for the quantum not availed by HPPC.
- 1.5 HPPC shall have the right to surrender/cancel open Access at any time due to any unforeseen circumstances. The seller shall have to respond immediately on request from HPPC and arrange to surrender/cancel Open Access. In such case,

HPPC shall bear the open access charges, to be deducted by NRLDC for such surrender of booked corridor as per the prevailing open access regulations.

- 1.6 In case if the transmission corridor booked on advance reservation basis, is surrendered / cancelled by the bidder / seller, then all the transmission charges will be borne by bidder / seller. The bidder shall reimburse such charges to HPPC within 7 days of surrender/ cancellation of corridor failing which the late payment surcharge shall be applicable.
- 1.7 The successful bidder shall ensure to supply 100% of contracted capacity from identified source as mentioned in LoA to HPPC. In case of outage/ break down of any of its generating units, the bidder shall take all necessary action to supply full contracted quantum. It is the sole responsibility of bidder to ensure that in case of revision of DC/ outage of unit, the quantum must be reduced on pro rata basis for all beneficiaries and reduced power be scheduled uniformly in all the time slots. The scheduling of less quantum only in peak hours shall not be acceptable. The bidder shall also ensure that the generator must supply contracted power to HPPC from any of its other units instead of selling power in power exchange(s)/ other party.

2. **BILLING CYCLE:**

The open access bill shall be raised when the approval will be received from nodal RLDC.

For the supply of power by bidder during a calendar month, bidder shall raise weekly bills through e-mail on the 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 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 of concerned RPC, final bill shall be raised for necessary adjustments.

However, any variation between schedule and actual power injection shall be to the account of bidder/ seller.

3. **PAYMENT(S):**

3.1 **Energy Charges:**

The due date of making of payments of energy charges bills shall be 30th day (if such day is not a business day, the immediately succeeding business day) after an energy bill is received by the HPPC through email (billhppc@uhbvn.org.in). For the purpose of determination of due date, day 1 shall be the 'X'+1 day, where 'X' is the date of receipt of bill by the buyer.

The successful bidder shall allow 2% rebate on the energy bill if the payments is made by HPPC on the 7th day or earlier either partly/ in full. Further, in case HPPC made payment after 7th day upto the due date i.e. 30th day, bidder shall allow 1% rebate on the energy bill. In case 7th day or 30th day is not a business day, the applicable rebate shall be available on succeeding business day.

3.2 Open Access Transmission Charges Bill:

The due date of making of payments of open access transmission charges bills shall be 7th day (if such day is not a business day, the immediately succeeding business day) after an reimbursement bill is received by the HPPC through email (billhppc@uhbvn.org.in). For the purpose of determination of due date, day 1 shall be the 'X'+1 day, where 'X' is the date of receipt of bill by the buyer.

No rebate shall be applicable on payment of open access transmission/ T-GNA bills.

3.3 Here, business shall mean with respect to HPPC and bidder/seller, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Panchkula.

4. Surcharge on Late Payment:

Late Payment Surcharge shall be payable on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default.

The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time:

“base rate of Late Payment Surcharge” means the marginal cost of funds-based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds-based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify:

Provided that if the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

5. Payment Security:

HPPC may 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. HPPC shall provide

the LC only after receiving the original contract performance guarantee and signing the PPA.

6. FORCE MAJEURE:

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

- 6.1 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.
- 6.2 Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earth quake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.
- 6.3 The contracted power will be treated as deemed reduced for the period of transmission constraint(s). The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- 6.4 The procurer would return the CPG in case of non availability of transmission corridor during the contract period.

7. Change in Law:

- 7.1 Any change in transmission charges and open access charges shall be considered as change in law.
- 7.2 Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller shall be considered as Change in law.
- 7.3 The increase in fuel price, change in type of fuel, blending of fuel etc. or any other reason **shall not be** considered as change in law.

8. RESOLUTION OF DISPUTE:

Any dispute or differences arising under, out of, or in connection with this bid document shall be subjected to exclusive jurisdiction of high court situated at Chandigarh only.

In any event, HPPC shall not be responsible for any dispute between the bidder (in case of bidder being the trading licensee) and the Generator.

In case of change of law of restriction imposed by regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of Purchase or purchase of power, the same shall be binding on both the parties.

9. **ARBITRATION:**

Where any dispute arises claiming any change in 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.

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

Annexure- I

BIDDER'S COMPANY DATA:

1. Name:
2. Name of the Contact Person:
3. E-Mail Address:
4. Postal Address:
5. Telephone:
6. Fax Number:
7. Inter/Intra state Trading license
(Scanned copy enclosed)
 - 7.1 Category of License (in case of traders)
 - 7.2 Validity
8. LOA of each Source (Scanned Copy enclosed)
9. 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.
10. Other Information, if any.

Signature of the Authorized Representative

Annexure II

FORMAT OF THE 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: - New Delhi Branch BANK GURANTEE 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 amounts 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 -----}]**

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 form 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**.

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 } 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.

Dated:

Place:

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 20 .

Name of the Bidder

Signature of the authorized person

Name of the authorized person

Annexure 'IV'

DECLARATION

(To be executed on a non-judicial stamp paper of Rs. 100/- with a revenue stamp of Rs. 1/- affixed)

Note: Scanned copy of relevant citations along with this Annexure should be submitted

Tender invited by:-

Chief Engineer/ HPPC
UTTAR Haryana Bijli Vitran Nigam
Vidyut Sadan, Plot no. IP-3 & 4, 4th Floor,
Sector- 14 Panchkula- Haryana 134109

Purchase of power for the period of 01.05.2024 to 15.10.2024.

Name of Tenderer:

Tender No: - NIT-110/HPPC

In consideration of the HPPC having treated the tenderer to be an eligible person whose tender may be considered the tenderer agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within bid validity period (or any extension thereof) from the E-bid reverse auction of the tender also to the condition that if hereafter the tenderer does withdraw his proposal within the said period, the Earnest Money deposit by him may be forfeited to the HPPC and at the discretion the purchaser, the Purchaser may debar the tenderer from tendering for a minimum period of one year.

Reckoned from the date of opening of the tender.

Signed this day of

Place

Signed by
State title

Witness:

Name of the firm

Signature

Address of the firm

Name Seal of the firm Address