

**REQUEST FOR PROPOSAL
FOR
PROCUREMENT OF SHORT TERM POWER
ON FIRM BASIS THROUGH
TARIFF BASED BIDDING PROCESS**

(As per guidelines issued by Ministry of Power vide Resolution No. 23/25/2011-R&R (Vol-III) dated 30.03.2016& 30.12.2016 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
RAJASTHAN URJA VIKAS NIGAM LIMITED ON BEHALF OF RAJASTHAN DISCOMS
(JAIPUR, JODHPUR AND AJMER VIDYUT VITRAN NIGAM LIMITED)

BID SPECIFICATION NO. 12/RUVNL/FY 2022-23

REGD. OFFICE: VIDYUT BHAWAN, JANPATH, JYOTI NAGAR,
JAIPUR -302005

WORK OFFICE: - SHED NO. 5/4, VIDYUT BHAWAN, JANPATH, JAIPUR- 302005

E-mail: SE.PP.RUVNL@RAJASTHAN.GOV.IN; Website: www.energy.rajasthan.gov.in/ruvnl
(9461561594, 9413359079)

Request for proposal (RfP) for purchase of power for short term on firm basis through tariff based competitive bidding process during 1st July to 30th Sept. 2022 (TN-12/RUVNL/FY 2022-23)

1. Introduction and Background

The Rajasthan UrjaVikas Nigam Limited (RUVNL) is a company incorporated under provision of companies Act, 2013 having its registered office at VidyutBhavan, Janpath, Jaipur and is authorized representative of Rajasthan Discoms (Distribution Licensees) for power trading activities namely Jaipur VidyutVitran Nigam Ltd. (JVNL), Ajmer VidyutVitran Nigam Ltd. (AVNL), Jodhpur VidyutVitran Nigam Ltd (JdVNL) which are Government of Rajasthan undertakings, incorporated under the Companies Act, 1956 with an objective to carry out the business of distribution and supply of electricity to retail consumers in their respective jurisdiction.

The Rajasthan UrjaVikas Nigam Limited, hereinafter also referred as the “Procurer” hereby invites offer(s) from interested bidders who are capable of supplying readily available power to purchase online Request for Proposal(RfP) for the selection of successful bidder(s) for procurement of power for short term through tariff based competitive bidding processor meeting the power requirement as specified below on the basis of competitive bidding in accordance with the guidelines issued by MoP on dated 30.03.2016& 30.12.2016 for short term procurement of power by Distribution licensees through tariff based competitive bidding process under section 63 of Electricity Act, 2003 and as amended from time to time. The responsibility of successful bidder(s) would be to supply power to the procurer as per the terms and conditions of the RfP document.

Rajasthan UrjaVikas Nigam Limited (RUVNL) as an authorized representative of Rajasthan Discoms invites online bids through website www.mstcecommerce.com and link also available on the website of Ministry of Power (www.powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com) on behalf of JVNL, AVNL and JdVNL for purchase of power on firm basis for short term as detailed below from various Generators/State Utilities / CPPs / Distribution Licensees / SEBs/Trading Licensees.

S.No.	Duration	Time Period/Slot	Quantum (MW)	Minimum Quantum(MW)
1	1 st July to 31 st July 2022	00:00 to 24:00 Hrs	Upto 500 MW	25 (from single Generating Source)
2	1 st Aug to 31 st Aug 2022	00:00 to 24:00 Hrs	Upto 500 MW	25 (from single Generating Source)
3	1 st Sept to 30 th Sept. 2022	00:00 to 24:00 Hrs	Upto 500 MW	25 (from single Generating Source)

The tender specifications can be downloaded from the website www.mstcecommerce.com. The interested bidders will have to submit their bid in electronic format on website www.mstcecommerce.com only with their digital signatures.

The seller should be capable to supply power to Discoms during the contracted period at the delivery point, for which the responsibility will be of the seller. He may therefore ensure necessary infrastructure / ground work in this regard, while participating in the Bid.

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

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 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 bidders shall require valid digital signatures to have access to the e-Bidding 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 e-Tender and e-Reverse Auction process. Each event of the auction would require independent digital signature of the Bidder.

The bidders who are interested in bidding can download tender documents from www.mstcecommerce.com up to the stipulated date & time.

The online bid will have to be digitally signed and submitted in scheduled time on www.mstcecommerce.com.

The Bidders are advised to ensure that the bid is fully compliant with the requirements specified and terms and conditions contained in the RfP document. No deviation from these conditions is permissible and a bid with any deviation shall be summarily rejected.

S.No.	Event	Elapsed time from Zero date
1	Activation of Event	14.06.2022
2	Submission of RfP (online digitally signed non-financial technical Bid and IPO (Initial Price Offer)	21.06.2022, 15:00 Hrs
3	Opening of non-financial technical Bids	21.06.2022, 15:30 Hrs
4	Clarification, if any, sought from Bidder(s)	-
5	In case of no clarification, evaluation of non-financial technical Bids (if e-BG (Bank Guarantee) is generally available to the Bidders, then the time may be taken as 5 days and subsequent adjustment be made in the remaining events). (In case of clarification sought, the Procurer may allow up to 7 days to the Bidder(s) and subsequent adjustment be made in the remaining events).	-
6	Opening of (Initial Price Offer) IPOs (upto 1300 hrs) and start of e-RA (Electronic-Reverse Auction)	23.06.2022 12:00 Hrs
7	Issuance of LoA (Letter of Award) and submission of signed LoA	-
8	Signing of Power Purchase Agreement (PPA)	-
9	Submission of Application for Open Access approval and Obtaining SLDC (State Load Dispatch Centre) consent by the seller / purchaser	To be inserted by Procurer depending on schedule delivery date and in line with the Open Access Regulations
10	Opening of the LC (Letter of Credit)	Prior to supply of Power

2. Time table for bid process

3. Online Submission:

- (i) 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.
- (ii) Any cutting / over writing shall be valid only if they are initialed by the authorized person signed the bid.
- (iii) No conditional bid shall be accepted and will be rejected summarily forthwith.
- (iv) Physical submission of bids **is not** allowed.

- (v) RUVNL 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.

Bidders would submit following documents: -

- (i) Proof of depositing EMD in the prescribed form as defined hereunder at Clause "Earnest Money Deposit (EMD)/ Bank Guarantee (BG)" i.e. the receipt issued by the Sr. Accounts Officer (RUVNL), Jaipur on account of depositing EMD in favor of Chief Engineer (RUVNL), Jaipur.
- (ii) Details of source wise quantum of power offered and corresponding amount of EMD as per Annexure- I.
- (iii) Acceptance of "General Terms and Conditions without any deviation" in the prescribed format provided as Annexure-II of RfP document.
- (iv) Bidder should provide a scanned copy of Authorization letter to sign this particular tender in favor of the person signing the tender on behalf of the Bidder.
- (v) In case of Electricity Trading Companies, Bidder should provide a scanned copy of valid license along with Bid Document.

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.

4. Bid Submission and Evaluation

4.1. To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and Procurer still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Appropriate Commission.

4.2 The Procurer shall constitute a Standing Committee for evaluation of the Bids.

4.3 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. An event may have multiple requisitions (i.e. independent requirements of power at different time or places). To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.

4.4 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 has the option to bid multiple bids from separate log-in either from same or different sources.

For example:

An event may have one or more requisitions:

S.No.	Quantum (MW)	Time Period	Minimum Quantum (MW)
1.	100	RTC basis 18/02/2016 to 18/03/2016	10
2.	250	0600 hrs to 1800 hrs 18/03/2016 to 18/04/2016	14

Now the Bidder may bid as follows(IPO):

S.No	Quantum (MW)	Time Period	Source/Name of the Project, Address	Price Bid (Rs./kWh)	Total Quantum to be supplied (MW)	Minimum Threshold Quantity acceptable (MW)
1.	100	RTC basis 18/02/2016 to 18/03/2016	Single or Multiple Source	P1 P1 to P5	Q1 Q1 to Q5	M1 M1 to M5

2.	250	0600 hrs to 1800 hrs 18/03/2016 to 18/04/2016	Single or Multiple Source	P1 P1 to P5	Q1 Q1 to Q5	M1 M1 to M5
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- 4.5. 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.
- 4.6 Bidders shall be required to submit separate non-financial Technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the bids. The Bidders can revise their IPOs before date and time of submission of RfP. The Procurer or its Authorized Representative (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.
- 4.7 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.
- 4.8 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.
- 4.9 The elimination of the Bidders shall be done by the following method: - (i) After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder(H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity. (ii) The Elimination process will be done for each of the requisition separately. One event may have more than one requisition as explained earlier in Para 4.4.
- 4.10 The shortlisted Bidder after elimination will be intimated individually by system generated emails only. 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 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. 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 .
- 4.11 The Bidders will have the option to increase the quantum of power up to corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e-Reverse Auction process.
- 4.12 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). The Procurer 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.
- 4.13 The Procurers 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 than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event Procurer rejects or annuls all the bids, it may go for fresh bids hereunder. In case the Procurer 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.

- 4.14 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.
- 4.15 In case the LoA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- 4.16 After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the Procurer to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the 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, the Procurer may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LoA.
- 4.17 After acknowledgement of the LoA by the Selected Bidder(s), the Procurer 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. The Procurer would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case the Procurer 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.
- 4.18 The Procurer, in its own discretion, has the right to reject all bids if the Quoted Tariffs are not aligned to the prevailing market prices.

General Terms and Conditions

1. Delivery Point:

The Delivery Point for generators covered under inter-state transmission of power shall be at RVPN periphery i.e. the inter-connection point of CTU (Central Transmission Utility) system with the STU(State Transmission Utility) system of Rajasthan For generators covered under intra state transmission of power, the delivery point shall be the point of inter-connection of the generator with RVPN/Discoms systems where metering system is installed.

It is clarified that bid received with deviations at the Delivery Point will not be entertained and will summarily be rejected.

2. Tariff:

- (i) 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), 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) Application for open access shall be made by bidder/trader on behalf of RUVNL and as per CERC (Sharing of Inter-state Transmission Charges and losses) Regulations, 2020 & subsequent clarification issued by NRLDC on dt. 29.11.2020, transmission charges Injection/ withdrawal charges are not applicable on RUVNL having LTA. Timely application shall be made to ensure supply of contracted capacity at delivery point and all applicable charges shall be on the account of bidder.
- (iii) RUVNL will 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 (REAs/SEA of the northern regional power committee/SLDC as per the latest open access regulations applicable.
- (iv) The tariff should be constant and there shall be no escalation during the contractual period. If bids are invited for different time slots, then tariff may be different for each time slot.
- (v) If the power is being supplied through alternate source, any additional charges and losses, if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders. However, supply from alternate source for whatsoever reasons shall not be binding on RUVNL and the same shall be at the sole discretion of RUVNL.

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

- (i). 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 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 Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal.

For 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/-

- (ii). The EMD shall be forfeited:
If Bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
For non-submission of Contract Performance Guarantee by Successful Bidder(s).
- (iii). The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of bid validity period.
- (iv). The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).
- (v). The Bidder shall submit the EMD in favor of Chief Engineer (RUVNL), Jaipur in the office of Sr. AO (RUVNL), Jaipur **up to the last day of** Submission of RFP of event' Sr.AO (RUVNL) shall be the custodian of the EMD/BG.
- (vi) **On issuance/renewal of Bank Guarantee Stamp Duty is to be paid as per Rajasthan Stamp Act, 1998. The Rajasthan Stamp Act, 1998 states that in the event of stamp duty being payable in the State of Rajasthan on any document executed outside the State of Rajasthan, remaining stamp duty will be payable in the State of Rajasthan as per section 20 of Rajasthan Stamp Act, 1998. Thus, in case of issuance of fresh Bank Guarantee the Stamp Duty will be payable @ 0.25% maximum of Rs. 25000/- less stamp duty already paid in the State where BG issued. In case of renewal of fresh Bank Guarantee the Stamp Duty will be payable @ 0.25% maximum of Rs. 1000/- less stamp duty already paid in the State where BG issued.**

4. Contract Performance Guarantee (CPG)

- i). The Successful Bidder(s) shall be required to furnish CPG in favor of Chief Engineer (RUVNL), Jaipur in the office of Sr. AO (RUVNL), Jaipur 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 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 should be released within 30 days after completion of contract period for which Sr AO (RUVNL), Jaipur shall coordinate and arrange to release the CPG only after the said Bidder(s) have fulfilled their obligations under the contract, as certified by the SE (Billing), RUVNL, and Jaipur.
- v) **On issuance/renewal of Contract Performance Guarantee Stamp Duty is to be paid as per Rajasthan Stamp Act, 1998. The Rajasthan Stamp Act, 1998 states that in the event of stamp duty being payable in the State of Rajasthan on any document executed outside the State of Rajasthan, remaining stamp duty will be payable in the State of Rajasthan as per section 20 of Rajasthan Stamp Act, 1998. Thus, in case of issuance of fresh Bank Guarantee the Stamp Duty will be payable @ 0.25% maximum of Rs. 25000/- less stamp duty already paid in the State where BG issued. In case of renewal of fresh Bank Guarantee the Stamp Duty will be payable @ 0.25% maximum of Rs. 1000/- less stamp duty already paid in the State where BG issued.**

5. Scheduling and Energy Accounting

The scheduling and dispatch of power shall be as per relevant provisions of IEGC/REGC and as per relevant Orders/Regulations of CERC/RERC. Any variation between schedule and actual power injection shall be to the account of the Seller, to be settled as per relevant Orders/Regulations of Appropriate Regulatory Commission. The Generator will also ensure that injection of power is as per schedule of power to Rajasthan Discoms. The Bidders will be required to give daily schedules and shall be required to indicate separate schedule for the power, in case, power is supplied/received under different orders/Time Slots/customers/stakeholders/sister concerns simultaneously. In case separate schedule is not given by the Bidder in case of power supplied under different orders/rate, the complete quantum ordered at lower rate will be considered first.

In case Bidder is a CPP (Captive Power Plant) situated in Rajasthan and if there exists an open access agreement between the CPP and RVPN/Discoms for wheeling of power from the CPP to such other stake holders/unit(s)/sister concern(s) within State, then accounting of the energy shall be as per regulations/orders of RERC. Such CPPs of Rajasthan will have to provide an undertaking to the effect that their CPP is complying with and shall fulfill the criteria/conditions of the eligibility of CPP as laid down in Electricity Rules, 2005 along with the first bill as also at the end of the financial year(s). Power supply to Rajasthan Discoms shall have higher priority over the supply of power by the Seller to its sister concerns or open access consumers/customers of Rajasthan or as informed by RUVNL otherwise from time to time in respect of generators in Rajasthan covered under intra state open access.

Final Energy accounting will be as per the monthly REA issued by the concerned RPC/Energy Account issued by SLDC/STU/CTU.

6. Billing and Payment:

- (i) Sellers will raise bills on weekly basis or at the end of the contract period to the SE (Billing), RUVNL, Jaipur for the energy scheduled at the delivery point during a calendar month in the ratio of 40.27:32.59 :27.14 for JVVNL, JdVVNL and AVVNL respectively or as informed otherwise based on data of concerned RLDC/SLDC along with complete details of the power scheduled at the delivery point and/or other documents/information, as may be required for bill verification. For the purpose of weekly billing, the month shall be divided into four weeks viz. 1st to 8th, 9th to 15th, 16th to 23rd and 24th to last day of the month.
- (ii) Final monthly adjustment bill will be raised based on REA issued by the concerned RPC/Energy Account issued by SLDC/STU/CTU.

- (iii) The bills for Liquidated Damages for a month shall be raised only after end of that month.
- (iv) RUVNL /Discoms will make the payment mode within a period of 7 days of presentation of bills by the generating company, a rebate of 1.50% shall be allowed. In case of computation of '7 days', the number of days shall be counted consecutively without considering any holiday. However, in case the last day or 7th day is official holiday, the 7th day for the purpose of Rebate shall be construed as the immediate succeeding working day (as per the official State Government's Calendar).
- (v) Sellers will have to furnish LoA received by them from the procurer of power along with the first bill for timely processing of the bill(s).Bills will be furnished after signing of PPA.

7. Payment term/Payment security to be made available by the RUVNL

The RUVNL shall 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. In case, Letter of Credit is not provided in favor of successful bidder(s) and payment of energy purchase bills is delayed beyond a period of 45 days from date of presentation of bills, a late payment surcharge equivalent to base rate of SBI as on 1st April of the respective year plus 400 basis points per annum on daily basis shall be levied by the seller.

8. BidValidity Period

Validity period of offer of Bidder shall be 30 days from the date of opening of bid or till the signing of Power Purchase Agreement (PPA) whichever is earlier.

9. Payment for 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 basis.
- In case deviation from RUVNL side is more than 15% of the contracted energy for which Open Access has been allocated on monthly basis, RUVNL 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. (i.e. as per clause 2.0'Tariff')
- In case deviation from Seller side is more than 15% of the contracted energy for which open access has been allocated on monthly basis, Seller shall pay compensation to RUVNL 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 RUVNL.

It is also informed that the request of Sellers for reduction of supply quantity citing the machine breakdowns or unforeseen conditions of generating companies will not be accepted.

Note: - It is further clarified that seller shall bear all the open access charge irrespective of party seeking revision of quantum.

10. Consequences on Sale of Contracted power to third party without consent of procurer:

- In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the 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 9, for failure to supply the Instructed Capacity.
- 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.

11. Force Majeure:

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 break down 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 constraints. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- The RUVNL would return the CPG in case of non-availability of transmission corridor during the contract period.

12. Change of Law

Change in law means occurrence of any of the following events after the last date of submission of bid resulting in additional recurring/ non- recurring expenditure by the seller or any income to the seller.

- 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.
- Any income/gain to the Seller due to change in transmission & OA charges etc. after bid submission, shall be passed on to the Procurer.
- Any expenditure/loss to the Seller due to change in transmission & OA charges etc. after bid submission, is to be claimed from the Procurer.

13. Arbitration:

- Where any dispute arises claiming any changes in or regarding determination of 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. Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under the contract.

14. Contract award and conclusion

14.1. The PPA shall be signed with the Selected Bidder(s) consequent to the selection process.

14.2 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.

14.3 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.

The selected Bidder must commence supply w.e.f. starting date of the period of power purchase for which bids have been invited or from the day following the date of signing of the PPA, whichever is later. However, in case the time between the issuance of LoA and date of commencement of power is very short or open access clearance is received in the nick of time, then PPA shall be executed by the Bidder with RUVNL on behalf of Discoms as early as possible and power scheduled prior to execution of PPA shall be treated as the power supplied under the contract.

15. Risk Allocation:

RUVNL and Seller reserve the full right to terminate the contract if the other party fails to abide by the terms and conditions as stipulated for selling the power without any liability. The Seller shall have to apply for open access

for the contracted power, failing which the Contract Performance Guarantee (CPG) on pro rata basis shall be forfeited.

Further, in case of Generators situated in Rajasthan which are covered under intrastate open access, Seller shall not curtail power supply to Discoms in order to sell the same through Open access/Exchange. This act on the part of Seller shall be treated as gaming and a violation of contract, for which RUVNL reserve the right to forfeit the CPG and terminate the contract without any liability on RUVNL.

15. Disclaimer

Neither RUVNL nor its employees or consultants 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 matter that may be deemed to form part of the RfP document or any other information supplied by or on behalf of RUVNL or its employees or consultants. For the avoidance of doubt it is expressly clarified that this RfP Document is an offer to bid and is subject to the award of Letter of award (LoA) by RUVNL and subsequent signing of PPA.

Detail of Total Quantum of power offered against bid no. 12/RUVNL/2022-23 and corresponding Amount of EMD

TN No 12/RUVNL/FY 2022-23 for the, Period 01.07.2022 to 30.09.2022

Sr. No.	Time Slot	Period	Name of Source / Region	Quantum offered by the Bidder(MW)	EMD Amount Calculated @ Rs. 30,000/- per MW per month on RTC of offered capacity(Rs.)
1	00:00 to 24:00 hrs	1 st Jult to 31 st July 2022			
2	00:00 to 24:00 hrs	1 st Aug to 31 st Aug 2022			
3	00:00 to 24:00 hrs	1 st Sept to 30 th Sept. 2022			

Note:- The bidder should offer minimum 25MW(From single generating source) and above .

Amount in Words: -

Signature with Name & Seal of Bidding Company

To be given on the official letter head of the Bidder

Acceptance of General terms and Conditions
(To be signed by the authorized person of the Bidder)

We/I have carefully gone through the RfP Document bid no. 12/RUVNL/2022-23 and satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the RfP Document and all the terms and conditions are acceptable to us/me.

Signature:

Name:

Status:

Whether Authorized

Yes/No

Power of Attorney of Bidding Company
Authorizing the signatory to sign the bid

Name & Seal of Bidding Company

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Rajasthan Stamp Act, 1998 as explained at clause 3 of General Terms & Conditions of RFP Document.)

In consideration of the _____ (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 the RfP issued by Rajasthan UrjaVikas Nigam Ltd (RUVNL) as an authorized representative of JVVNL, AVVNL and JdVVNL vide NIT No _____ {Insert NIT No} and _____ {Insert Name of the bidder} being a bidder, required to deposit EMD as per the terms of the RfP, the _____ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay Rajasthan UrjaVikas Nigam Ltd (hereinafter referred to as "Procurer") at Jaipur forthwith on demand in writing from Rajasthan UrjaVikas Nigam Ltd or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs. _____ (Rupees _____), on behalf of M/s _____ (insert name of Bidder).

This guarantee shall be valid and binding on this Bank up to and including _____ (insert 30th day from the date of opening of bids) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee will be invoked in the account of RUVNL as under:

Name of Account Holder	Rajasthan UrjaVikas Nigam Ltd.
Branch Name	SBI, Collectorate Branch, Bani Park, Jaipur
IFS Code	SBIN0031026
Account No.	61310230971
PAN No.	AAHCR5957R

Our liability under this Guarantee is restricted to Rs. _____ (Rupees _____). Our Guarantee shall remain in force until _____ (insert 30th day from the date of opening of bids). The Procurer shall be entitled to invoke this Guarantee until _____ (insert date which is one month after the date in the preceding sentence).

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____), and it shall remain in force until _____ (insert 30th day from the date of opening of bids) with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this _____ day of _____

FORMAT FOR CONTRACT PERFORMANCE GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per Rajasthan Stamp Act, 1998 as explained at clause 4 of General Terms & Conditions of RFP Document.)

In consideration of the (Insert name of the Selected Bidder or Selected Bidder on behalf of the Seller) agreeing to undertake the obligation under the LoA dated _____ and the RfP Documents and (Insert the name of the Procurer), agreeing to execute the PPA inter alia with the Seller, regarding supply of power during the period _____ {Insert Period} on short term basis, in response to the RfP issued by Rajasthan UrjaVikas Nigam Ltd (RUVNL) on as an authorized representative of JVVNL, AVVNL and JdVVNL vide NIT No _____ {Insert NIT No} and Authorized Representative having issued Letter on Intent (LoA) to _____ {Insert Name of the bidder} as per the terms of the RfP, the _____ (insert name of bank) (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to (Insert name of the Procurer) at _____ (insert the place from the address of the respective Procurer indicated in LoA) forthwith on demand in writing from (name of the Procurer) or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ only (insert the amount of the Bank guarantee in respect of the Procurer as per the terms of LoA), on behalf of M/s _____ (insert name of the Seller or the Selected Bidder on behalf of the Seller).

This guarantee shall be valid and binding on this Bank up to and including _____ (insert date as per term of RfP document) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs _____ only). Our Guarantee shall remain in force until _____ (insert last date of period of contract). The Procurer shall be entitled to invoke this Guarantee till _____ (insert date which is one month after the date in the preceding sentence).

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit..The bank guarantee will be invoked in the account of RUVNL as under:

Name of Account Holder	Rajasthan UrjaVikas Nigam Ltd.
Branch Name	SBI, Collectorate Branch, Bani Park, Jaipur
IFS Code	SBIN0031026
Account No.	61310230971
PAN No.	AAHCR5957R

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by Procurer/Authorized Representative and _____ (insert name of the selected bidder) and /or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ (date to be inserted as per RfP document) with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the Bank)

2 set (original set) on Rs 500/ NJ stamp paper or appropriate value as per Stamp Act of this agreement has to be submitted with covering letter to CE RUVNL

POWER PURCHASE AGREEMENT

Between

**Jaipur VidyutVitrان Nigam Ltd. (JVVNL),
Ajmer VidyutVitrان Nigam Ltd. (AVVNL),
Jodhpur VidyutVitrان Nigam Ltd. (JdVVNL)**

And

[Insert Name of the Seller]

This Power Purchase Agreement (hereinafter referred to as Agreement or "PPA") is entered on the ----- of -----Two Thousand ----- between Jaipur VidyutVitrان Nigam Ltd. (JVVNL), Ajmer VidyutVitrان Nigam Ltd. (AVVNL), Jodhpur VidyutVitrان Nigam Ltd. (JdVVNL), Government of Rajasthan undertakings, incorporated under Companies Act, 1956 and formed with an objective to carry out the business of distribution and supply of electricity to retail consumers in their respective jurisdiction to be executed by Rajasthan UrjaVikas Nigam Ltd. (RUVNL), on behalf of Discoms (hereinafter collectively referred to as the "Procurers" and individually as a "Procurer"), which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns as party of the First part and -----[Insert Name of the Seller] a Limited company incorporated under the Companies Act, _____ (hereinafter referred to as "the Seller") which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) as party of the second part

Whereas

In accordance with the Guidelines issued by Govt. of India for short term procurement of power by distribution licensees through tariff based bidding process, the Procurer /Authorized Representative had initiated a competitive bidding process through issue of RfP for procurement of power for short term for meeting the Procurer(s)'s power requirements for the period -----[Insert the period of power supply].

Pursuant to the said bidding process, [Insert name of Successful Bidder to which LoA has been issued] has been selected by the Procurer/ Authorized Representative, as the Seller for sale and supply of electricity in bulk to the Procurer(s), for the Aggregate Contracted Capacity (as described hereunder) in accordance with the terms of this Agreement.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows.

1. **Quantum and Rate:**

TN No.	LoA No & Date	Source of Power Supply	Quantum (MW)	Time Slot	Period	Tariff at RVPN periphery i.e. Delivery Point (Rs./KWh) including trading margin, if any

2. **Delivery Point:**

The Delivery Point for generators covered under inter- state transmission of power shall be at RVPN periphery i.e. the inter-connection point of CTU system with the STU system of Rajasthan. For generators covered under intrastate transmission of power, the delivery point shall be the point of inter-connection of the generator with RVPN/Discoms systems where metering system is installed.

3. **Open Access:**

Application for open access shall be made by bidder/trader on behalf of RUVNL. Timely application shall be made to ensure supply of contracted capacity at delivery point and all applicable charges shall be on the account of bidder.

RUVNL will 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 (REAs/SEA of the northern regional power committee/SLDC as per the latest open access regulations applicable.

If the power is being supplied through alternate source, any additional charges and losses, if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders. However, supply from alternate source for whatsoever reasons shall not be binding on RUVNL and the same shall be at the sole discretion of RUVNL.

4. **Scheduling and Energy Accounting**

The scheduling and dispatch of power shall be as per relevant provisions of IEGC/REGC and as per relevant Orders/Regulations of CERC/RERC. Any variation between schedule and actual power injection shall be to the account of the Seller, to be settled as per relevant Orders/Regulations of Appropriate Regulatory Commission.

The Bidders will be required to give daily schedules and shall be required to indicate separate schedule for the power, in case, power is supplied/received under different orders/Time Slots/customers/stakeholders/sister concerns simultaneously. In case separate schedule is not given by the bidder in case of power supplied under different orders/rate, the complete quantum ordered at lower rate will be considered first.

In case bidder is a CPP(Captive Power Plant) situated in Rajasthan and if there exists an open access agreement between the CPP and RVPN/Discoms for wheeling of power from the CPP to such other stake holders/unit(s)/sister concern(s) within State, then accounting of the energy shall be as per regulations/orders of RERC. Such CPPs of Rajasthan will have to provide an undertaking to the effect that their CPP is complying with and shall fulfill the criteria/conditions of the eligibility of CPP as laid down in Electricity Rules 2005, along with the first bill as also at the end of the financial year(s).Power supply to Rajasthan Discoms shall have higher priority over the supply of power by the Seller to its sister concerns or open access consumers/customers of Rajasthan or as informed by RUVNL otherwise from time to time in respect of generators in Rajasthan covered under intrastate open access.

Final Energy accounting will be as per the monthly REA issued by the concerned RPC/Energy Account issued by SLDC/STU/ CTU.

5. **Billing and Payment**

Sellers will raise bills on weekly basis or at the end of the contract period to the SE (Billing), RUVNL, Jaipur for the energy scheduled at the delivery point during a calendar month in the ratio of 40.27: 32.59 :27.14 for JVVNL, JdVVNL and AVVNL respectively or as informed otherwise based on data of concerned RLDC/ SLDC along with complete details of the power scheduled at the delivery point and/or other documents/ information, as may be required for bill verification. For the purpose of weekly billing, the month shall be divided into four weeks viz. 1st to 8th, 9th to 15th, 16th to 23rd and 24th to last day of the month.

Final monthly adjustment bill will be raised based on REA issued by the concerned RPC/Energy Account issued by SLDC/STU/CTU.

The bills for Liquidated Damages for a month shall be raised only after end of that month.

RUVNL /Discoms will make the payment mode within a period of 7 days of presentation of bills by the generating company, a rebate of 1.50% shall be allowed. In case of computation of '7 days', the number of days shall be counted consecutively without considering any holiday. However, in case the last day or 7th day is official holiday, the 7th day for the purpose of Rebate shall be construed as the immediate succeeding working day (as per the official State Government's Calendar).

Sellers will have to furnish LoA received by them from the procurer of power along with the first bill for timely processing of the bill(s).

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

The Successful Bidder(s) may be required to furnish CPG in favor of Chief Engineer (RUVNL), Jaipur in the office of Sr. AO (RUVNL), Jaipur 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.

ii). The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.

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

iv). The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period for which Sr AO (RUVNL), Jaipur shall coordinate and arrange to release the CPG only after the said bidder(s) have fulfilled their obligations under the contract, as certified by the SE (Billing),RUVNL, Jaipur.

V) On issuance/renewal of Contract Performance Guarantee Stamp Duty is to be paid as per Rajasthan Stamp Act, 1998. The Rajasthan Stamp Act, 1998 states that in the event of stamp duty being payable in the State of Rajasthan on any document executed outside the State of Rajasthan, remaining stamp duty will be payable in the State of Rajasthan as per section 20 of Rajasthan Stamp Act, 1998. Thus, in case of issuance of fresh Bank Guarantee the Stamp Duty will be payable @ 0.25% maximum of Rs. 25000/- less stamp duty already paid in the State where BG issued. In case of renewal of fresh Bank Guarantee the Stamp Duty will be payable @ 0.25% maximum of Rs. 1000/- less stamp duty already paid in the State where BG issued.

7. **Payment for 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 basis.
- In case deviation from RUVNL side is more than 15% of the contracted energy for which open access has been allocated on monthly basis, RUVNL 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 (i.e. as per clause 3.0 "open Access").
- In case deviation from Seller side is more than 15% of the contracted energy for which open access has been allocated on monthly basis, Seller shall pay compensation to RUVNL 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 RUVNL.

It is also informed that the request of Sellers for reduction of supply quantity citing the machine breakdowns or unforeseen conditions of generating companies will not be accepted.

Note: - It is further clarified that seller shall bear all the open access charge irrespective of party seeking revision of quantum.

8. Consequences on Sale of Contracted power to third party without consent of procurer:

- In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the 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 7, for failure to supply the Instructed Capacity.
- 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.

9. Force Majeure:

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 break down 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, lightening, 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 constraints. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- The RUVNL would return the CPG in case of non-availability of transmission corridor during the contract period.

9.Change of Law

Change in law means occurrence of any of the following events after the last date of submission of bid resulting in additional recurring/ non- recurring expenditure by the seller or any income to the seller.

- 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.
- Any income/gain to the Seller due to change in transmission & OA charges etc. after bid submission, shall be passed on to the Procurer.
- Any expenditure/loss to the Seller due to change in transmission & OA charges etc. after bid submission, is to be claimed from the Procurer.

10.Arbitration:

10.1 Where any dispute arises claiming any changes in or regarding determination of 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.

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

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under the contract.

11. Payment term/Payment security to be made available by the RUVNL

The RUVNL shall 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. In case, Letter of Credit is not provided in favor of successful bidder(s) and payment of energy purchase bills is delayed beyond a period of 45 days from date of presentation of bills, a late payment surcharge equivalent to base rate of SBI as on 1st April of the respective year plus 400 basis points per annum on daily basis shall be levied by the seller.

12. Governing Law

All matters arising out of or in conjunction with the PPA shall be governed by and construed in accordance with Indian law and the courts of Jaipur, Rajasthan shall have exclusive jurisdiction.

In witness whereof the duly authorized representatives of the Parties have signed on the day and year first herein before written.

For and on behalf of Seller

Rajasthan UrjaVikas Nigam Ltd. (RUVNL),
on behalf of Procurers JVVNL/AVVNL/JDVVNL

Name and designation with seal
Witness

Name and designation with seal
Witness