

INVITATION TO BID

Ref.: CC/NT/S-MISC/DOM/T00/24/15878/

Date: 26.11.2024

To,

.....

.....

Sub: Engagement of Power Trading Agency/Company for selling the solar power energy generated from 85 MW Solar Power Plant being established at Village-Banbana, Tehsil-Nagda, District-Ujjain (M.P.).

Dear Sir,

1.0 GENERAL

- 1.1 Sealed Bids are invited in accordance with the terms & conditions for the following scope of works at Power Grid Energy Services Limited (PESL), Plot No: 42, Sector- 44, Gurugram, Haryana. BOQ is Attached at Annexure-I

2.0 SUBMISSION AND OPENING OF BID

- 2.1 The bids shall be submitted by 15:00 Hrs. and shall be opened on 15:30 Hrs. on the same day i.e. on **06.12.2024** at the address given below:

POWER GRID ENERGY SERVICES LIMITED

Dy. General Manager (Contract Services)

Plot No: 42, Sector-44

Gurugram, Haryana - 122003

3.0 SCOPE OF WORK:

The scope of work of the Trading Company/Agency shall include selling available Solar Power Energy through Power / Energy Exchange utilizing the feasible products like GDAM, DAM, RTM, etc. ensuring compliance to all the legal and statutory requirements for selling the energy through Power Exchange. Further, Power Trading Agency shall be required to send daily obligation report through email based on the actual price and volume of power on each day as scheduled by the Power exchange and educate/provide training to PESL personnel for power trading on Power Exchange.



4.0 CONTRACT PERIOD

The Tenure of the engagement shall be for a period of three (3) years and may be reviewed for further engagement based on the experience gained/learnings from the past.

5.0 PRE BID MEETING

The Bidder's designated representatives are invited to attend a pre-bid meeting with Physical Presence at the address below.

Date of pre-bid conference: 29/11/2024

Time: 11:00 Hours (IST) onwards

2nd Floor Conference Room, CS Department,
POWERGRID Energy Services Ltd
Plot No 42, Sec 44
Gurugram, Haryana,
122003

6.0 BID PRICE

Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding documents, Terms & condition including draft MOU. The quoted price shall include all cost that may be required for successful completion of work as per the Tender documents for the total scope of work including all applicable taxes, duties and levies.

Contract Price shall however be excluding GST for all transactions between the Contractor and PESL.

7.0 Other Terms & Conditions for engagement of Power Trading Company/Agency shall be as per the Terms & Conditions enclosed at **Annexure-II** and draft Agreement enclosed at **Annexure-III**.

8.0 EVALUATION AND COMPARISON OF TENDERS/BIDS

Bids shall be evaluated on the basis of lump sum price for the entire scope of work under this package on 'minimum liability to PESL' basis.

8.1 Validity of Bid

The bids shall be valid for **60 days** from the date of opening of the bids.

9.0 CONTRACT PERFORMANCE GUARANTEE

The contractor has to submit Contract Performance Guarantee (CPG) as a guarantee towards the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India towards the Contract Performance Guarantee within 28 days from the date of award. The amount of Performance Security/CPG shall be equivalent to 10% of the total contract value and shall be kept valid up to 90 days after contract completion period.

The contractor shall submit the Contract Performance Guarantee (CPG) as follows:

Bank Guarantee equal to ten percent (10%) of the Contract Price in favour of POWERGRID Energy Services Ltd on Non judicial stamp paper of appropriate value purchased in the name of issuing bank, from

(a) a Public Sector Bank located in India or

(b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.1000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or

(c) a foreign Bank or subsidiary of a foreign Bank acceptable to PESL with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by reputed rating agency. Further the bank guarantee should be confirmed by either

i) Its corresponding bank located in India; or

ii) a Public Sector Bank located in India; or

iii) a Scheduled commercial Private bank located in India

The Supplier has the option to submit BG (towards Performance Security) using SFMS Platform.

21/5

The Account details of PESL for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	PESL Current A/c No.
State Bank of India 4th & 5th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi-110001.	SBIN0017313	41969979816
ICICI Bank Ltd Plot no.2, Sector-29 Gurgaon, 122001	ICIC0000572	057205000407

Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.

In case of Bank Guarantee (towards Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of PESL to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of PESL is as PESL4267201.

Alternatively, CPG amount can be deposited through POWERGRID Online Payment Utility , link : epay.powergrid.in (by mentioning Name, detail of LOA No. / Bid No. / vendor code etc.) While making online payment towards CPG, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

Payment Category	Performance Security
Sub-category	Performance Security Payment - PESL
Name of Depositor	Name of the Bidder (name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids
Vendor Code, if applicable	PESL vendor code of the bidder, if existing (vendor code of the Sole bidder or the lead partner of the Joint Venture)
Payment Remarks	Contract Performance Security (CPG) for

Bidder shall email the "Online payment Reference Number" as documentary proof for verification.

RWA

Alternatively, in place of submission of Contract Performance Guarantee as bank guarantee, Service Provider may opt for pro-rata deduction at the rate of 10% from the Running Bill of the contractor as Performance Security Deposit. The deductions shall be continued till the total amount towards Security Deposit reaches 10% of the contract value.

No interest shall be payable to the contractor against the Contract Performance Guarantee.


10.0 CONSIGNEE/ ENGINEER-IN-CHARGE (EIC)/ BILLING ADDRESS

Engineer-in-Charge for the subject work shall be Sr.GM (Solar), PESL, Gurugram whose details are provided as below:

Sr.GM (Solar)
Power Grid Energy Services Limited
Ground Floor, Plot No. - 42, Sector - 44,
Gurugram, Haryana -122003

Thanking You,

Yours faithfully,


(Sandeep Tirkey)
DGM (CS)

Enclosures:

- (i) Bill of Quantity (BOQ Annexure I)
- (ii) Terms of Reference for Engagement of the Power Trading Company (Annex - II)
- (iii) Criteria for Selection of Bidder (Annexure - III)
- (iv) Draft Power Trading Agreement (Annexure - IV)
- (v) Appendix-I to Draft Power Trading Agreement.
- (vi) Format of Performance Security Form (Annexure - V)

Annexure-I									
BoQ for " Hiring services of Trading Agency for selling Solar Energy of 85 MW Solar PV Plant at Nagda, (M.P)".									
NAME: FRN no: DATE: ADDRESS:									
Sr. No.	Item Description	HSN/ SAC Code	Unit	Unit Price (in Rs)	Qty (U)	Total Trading Margin/Service Charges excluding of GST (in Rs./kWh)	GST payable (%)	GST Amount (Rs)	Total Trading Margin/Service Charges inclusive of GST (in Rs./kWh) [Price upto 4 digit after decimal only]
1	Trading Margin/Service Charges for selling Solar Energy Generated from 85 MW Solar PV Plant at Nagda, (M.P).	996211	Per Kwh		18,40,00,000				
Total Price (Inclusive of GST)									
Total Price inclusive of GST in words is Rupees.....									

(Seal & Sign of Bidder)



DCM(CS), PESL

A. TERMS OF REFERENCE FOR ENGAGEMENT OF THE POWER TRADING COMPANY

POWERGRID Energy Services Limited (PESL) is establishing 85 MW Solar PV Plant at Nagda (Distt. Ujjain, Madhya Pradesh) with an expected energy generation of 184 million units (MU) during first year after commissioning. This plant is likely to be operational by 31.12.2024. PPA / utilisation of the solar energy to be generated from the plant is under finalisation and we intend to sale the power through power/energy exchanges on short term open access basis. We also intend to use some of the energy generated from the plant for our captive use in POWERGRID establishments across the country and decision in this regard is expected to be taken shortly.

In above context, PESL intends to hire a Power Trading Agency/Company for selling the solar energy generated from the said Solar Power Plant located a Village- Banbana, Tehsil-Nagda, Distt.-Ujjain (M.P.), PIN- 456335 with Plant Capacity of 85 MW-AC at 220 kV voltage level with intrastate connectivity at 400/220 kV Substation, Nagda of MPPTCL (STU). We intend to finalise the trading partner/agency through competitive bidding process. The Terms of Conditions for engaging the Power Trading Company/ Agency shall be as per following:

1. For selling the available energy in Power / Energy Exchange through feasible products like GDAM, DAM, RTM, etc., PESL will provide the boundary conditions related to bidding i.e. Price and quantum through email on daily basis. PESL shall pay trading margin to Power Trading Company/ Agency as per the quoted L1 price received through competitive bidding process.
2. All taxes/duties/cess wherever applicable on the aforesaid transactions shall be paid by PESL and in case trading company pays on behalf of PESL including transmission charges to NLDC and SLDCs etc. as specified by CERC, SERC or Power Exchange under certain circumstances, the same shall be reimbursed by PESL at actual against documentary evidence.
3. Power Trading Agency shall also assist PESL in filing relevant applications on NOAR and other concerned agencies like State Load Dispatch Centre, etc.



4. The Power Trading Company/ Agency shall ensure compliance to all the legal and statutory requirements for selling the energy through Power Exchange and any financial implication towards these compliances shall be borne by PESL.
5. Both parties (Power Trading company/agency and PESL) shall be bound by the bye laws, rules and business regulations (including the latest amendments) of CERC (Power Market) Regulations 2021.
6. Power Trading Agency shall send daily obligation report through email based on the actual price and volume of power on each day as scheduled by the Power exchange.
7. All notices for load dispatch shall be delivered by email.
8. Power Trading Agency shall explore / find out buyers who want to have PPA for long term / medium term. In such cases trading margin shall be decided separately.
9. To educate/provide training to PESL personal for power trading on power exchange.
10. The Tenure of the engagement shall be for period of three (3) years and may be reviewed for further engagement based on the experience gained/learning.

RHB

A. Criteria for Selection of Bidder

1. Bidder selection shall be done solely on price bid only.
2. In case of tie in price bid, the bidder having higher market volume share, on the basis of percentage share of electricity transaction as per latest CERC monthly report published on their portal regarding short term transaction of electricity in power trading business shall be given preference.
3. Trading agreement shall be signed with successful bidder in line of draft agreement attached.

ATB

A. Draft Power Trading Agreement

POWER TRADING AGREEMENT BETWEEN

AND

POWERGRID ENERGY SERVICES LIMITED

This Power Trading Agreement (hereinafter referred to as the "Agreement") is entered on __th day of _____ (Month) Two Thousand Twenty Four by and between:

-----, a public limited company incorporated under the Companies Act 1956, having its registered office at -----, ----- hereinafter referred to as "-----", which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns of the **First Part**.

and

POWERGRID Energy Services Limited, a wholly owned subsidiary of Power Grid Corporation of India Limited, company incorporated under the Companies Act 2013 having its registered office at "SAUDAMINI, Plot No. - 2, Sector - 29, Gurugram, Haryana - 122001" (hereinafter referred to as "**PESL**", which expressions shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **Second Part**.

(----- and PESL shall hereinafter individually be referred to as "**Party**" and collectively as "**Parties**")

WHEREAS

- i) ----- (Brief about company)
- ii) Further, ----- is a Trader Member of the "Indian Energy Exchange Limited (IEX) / Power Exchange India Limited (PXIL)" (hereinafter referred to as "Exchange"), in terms envisaged under the regulations and / or bye-laws, rules of the Exchange and as such is engaged in sales and purchase of power and REC at Exchange.
- iii) PESL is having a Solar Power Plant located a Village- Banbana, Tehsil-Nagda, Distt.- Ujjain (M.P.), PIN- 456335 with Plant Capacity of 85 MW-AC at 220 kV voltage level with intrastate connectivity at 400/220 kV Substation, Nagda of MPPTCL (STU) and has surplus power.



PESL is desirous to sell power from the said plant located at Village- Banbana, Tehsil- Nagda, Distt.-Ujjain (M.P.), PIN- 456335 and ----- is desirous to purchase power for a period as stated in Clause (I) of Annexure – 1 of this Agreement or for such extended period as may be mutually agreed between the Parties, subject to availability of Corridor, through Power Exchange as may be on terms mutually agreed between the Parties from time to time and shall be subject to availability of power in the exchanges on those terms. Further, the Parties agree that the trading margin of -----, annual registration fees of Exchange and other charges (if any) will also be payable by the PESL as mentioned in this Agreement. The Parties also agree to sell power on bilateral basis on mutually agreed terms to be finalised on case to case basis.

- iv) Subject to the term of this Agreement and the applicable regulations, bye laws and rules of the Exchange (in case of Exchange transaction), PESL shall provide specific instructions on -----'s online bidding software (hereinafter referred as "----- Software") from time to time with respect to quantum and price of power (hereinafter referred to the "Boundary Conditions") for sale of power to -----.
- v) ----- shall send a daily Power Status Report to PESL detailing the Market Clearing Price and Volume of Exchange for the trading occurred at Exchange on the previous day.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as under:

1. Further subject to the terms and conditions of this Agreement, PESL is willing to sell power to ----- in accordance with the Boundary Conditions. ----- shall sell the said power of PESL through Exchange(s) subject to availability of corridor at the Exchange on terms/ Boundary Conditions mentioned under this agreement
- a) **Delivery Point:**
It is agreed by and between the Parties that for trading on Exchange(s), the Delivery Point shall be the periphery of **Western Regional Transmission System** or as specified by guidelines of Exchange or as approved by CERC from time to time.
 - b) **Transmission, Scheduling and Operating Charges:**
Following Charges and Losses shall be payable and applicable on PESL:
 - i) The Transmission Charges for respective Regional Transmission System, shall be as per the CERC's (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2023 or any amendments thereof.
 - ii) Transmission Charges & Losses and Distribution Charges & Losses for the respective State Transmission Licensee, as decided by the concerned State Electricity Regulatory Commission (SERC) as applicable. In absence of any direction or order from the concerned SERC, in this respect, the provisions as stipulated in the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2023 shall be applicable.

iii) All the scheduling and operating charges of Regional Load Dispatch Centre (RLDC), National Load Dispatch Centre (NLDC) and State Load Dispatch Centre (SLDC) including application money and concurrence charges of SLDC etc. if any for trading in the Exchange up to the Delivery Point. Such charges shall be based on Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2023.

iv) Any other charges as specified by CERC/SERC and the detailed procedure to be issued by the Central Transmission Utility as amended from time to time.

v) All other applicable charges including State cross subsidy surcharges, Additional surcharge, etc. as applicable shall be borne by PESL.

c) Transaction charges:

All other charges levied by the Exchange in accordance with the regulations, rules, bye laws and business rules of the Exchange such as transaction charges etc. relating to transactions shall be payable by PESL and if paid by ----- these will be reimbursed by PESL in full to ----- . All taxes & duties as applicable will be paid extra by PESL.

d) Transmission Losses: All the transmission losses up to the Delivery Point to the point of injection shall be borne by PESL.

2. Bidding & Scheduling for Exchange Transaction:

The procedure for sale of power to Exchange by ----- on day ahead basis for PESL shall be as follows:

i) PESL shall inform ----- through -----Software by 10.00 AM on daily basis indicating its availability of power, tariff, quantum and period of power availability for different time blocks for the next day with 1 hour or 15 minute resolution as per the Boundary Conditions. However, ----- shall accept such quantum and periods from PESL up to 10.15 AM. PESL may also place bids for the subsequent days on -----Software as per their availability for bidding.

ii) ----- shall act on the basis of timely instructions received from PESL through ----- Software as mentioned above and in turn, ----- shall submit bids at Exchange platform between 10.00 AM & 11.00 AM, in accordance with the procedure laid down by the Exchange. ----- shall issue the respective login details of -----Software to the authorised signatory(s) of PESL only (to be intimated separately). However, ----- would be indemnified against the consequential liabilities/ losses, which may arise due to any error/omission in bid placed by PESL/PESL's officials on -----Software.

iii) ----- shall inform the day ahead schedule of power to be purchased from PESL to ----- - through -----Software by 2.00 PM or any other time frame as informed by Exchange.

- iv) The sale of power on the power exchanges for other segments like RTM and TAM shall be as per the boundary conditions defined by the power exchanges for the respective segments and the agreed Standard Operating Procedure ("SOP") agreed between the Parties from time to time.
- v) Any deviation from schedule in real time by PESL will be treated under Unscheduled Interchange (UI)/ Deviation Settlement Mechanism (DSM) and settled by PESL as per the UI/ DSM mechanism defined in prevalent CERC/SERC order as applicable from time to time.
3. The scheduling and dispatch of the power shall be coordinated by ----- with respective Exchange, NLDCs, RLDCs & SLDCs as per the relevant provisions of IEGC and the decisions of NLDCs and RPCs. PESL shall schedule this power in full except in case of curtailment by National/Regional Load Dispatch Centre.
4. All the commercial terms and conditions shall be applicable as detailed in the Appendix-I.
5. All Notices for load dispatch must be delivered by e-mail or facsimile or registered post to the following addresses below:

For PESL:

Address : Powergrid Energy Service Limited (PESL)
Plot-42, Sector 44, Gurgaon-122003 (Haryana).

Attention : Solar Energy Group

Mobile No. :

Email :

For -----:

Address : -----,

Attention : Control Room In Charge

Telephone No. : -----

Email : -----@-----

6. All Notices for correspondence and billing/invoices must be delivered by e-mail or facsimile or registered post to the following addresses below:

For PESL:

Address : Powergrid Energy Service Limited (PESL)
Plot-42, Sector 44, Gurgaon-122003 (Haryana).

Attention : Solar Energy Group

Mobile No. :

Email :

For -----:

Address : -----,

Attention : -----

Telephone No. : -----

Email : -----@-----

7. Both Parties shall be bound by the CERC (Power Market) Regulations, 2021, the bye laws, rules and business rules of the Exchange and the Clearing House of the Exchange or any other regulations as applicable.
8. That PESL shall not enter into any other "Power Purchase Agreement" or any such Agreement by whatever name it may be called with other members of the Exchange and/or other Traders during the tenure of this Agreement for sale of power from PESL's Solar Power Plant located at Village- Banbana, Tehsil-Nagda, Distt.-Ujjain (M.P.), PIN- 456335, with Plant Capacity of 85 MW-AC.

----- shall assist PESL in obtaining the necessary approvals and consents of Government(s) / statutory authority (ies) including the standing clearance/ no objection certificate from SLDC that they require for sale of power under this agreement. Further, ----- shall also assist PESL in filing relevant applications on NOAR and other concerned agencies like State Load Dispatch Center, etc. All charges for obtaining such clearances shall be borne by PESL.

9. Dispute Resolution Mechanism:

Any disputes or difference, arising under, out of, or in connection with this contract shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, rules, bye-laws and business rules of the Exchange and any statutory modifications thereto. Notwithstanding the existence of any disputes and differences referred to arbitration, the Parties hereto shall continue to perform their respective obligations under this Agreement. The seat of Arbitration shall be New Delhi.

The decision of the Arbitrator shall be subject to the exclusive jurisdiction of competent Court at New Delhi only.

10. This agreement supersedes all the existing agreements/earlier correspondences between ----- and PESL for trading of power on Exchange.

IN WITNESS whereof the duly authorised representatives of the Parties have signed on the day and year first hereinbefore written.

QATD

For and on behalf of
POWERGRID Energy Services Limited

For and on behalf of

Signature with seal

Witnesses:

Signature with seal

Witnesses:

QAB

Appendix-I to Agreement

A. Tariff for Exchange Transactions:

The payment terms and conditions applicable on PESL for sale of power to ----- for Exchange transaction shall be as given below:-

----- shall sell power at Power Exchange as per the "Boundary Conditions" to be informed by PESL to ----- from time to time. ----- shall pay on behalf of PESL including transmission charges to NLDC and SLDCs as per the provisions of Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2023 as amended from time to time and any other charges as specified by CERC, SERC or Power Exchange. ----- shall raise the bill/invoices of all such charges to PESL as per billing cycle under Clause (E) of this Annexure.

Settlement of "sell" transaction shall be done as per the actual price and volume discovered on the Exchange platform. The actual price as mentioned above is on the energy delivered at the Delivery Point with appropriate adjustment for transmission losses as per Para 1 (d) of main Agreement, wherever applicable. The prices as mentioned above is exclusive of any taxes, cess or levies applicable under any law in force at present on the sale transaction through exchange and these charges if applicable on the above transactions under any law in force shall be borne and paid/reimbursed by PESL.

B. Client Registration fee for Exchange:

An annual fee of Rs. 1,00,000 /- plus GST/taxes as applicable shall be payable by PESL to ----- for every year. However, in case of any change of annual fee by the Exchange, the same shall be applicable to PESL.

C. Trading Margin:

• Tariff for Bilateral Transactions:

To be decided on case to case basis on mutually agreed terms and conditions.

• Tariff for Exchange Transactions:

The Trading margin payable by PESL to ----- for sale of power will be __ paise/unit of energy.

All taxes/duties/cess wherever applicable on the aforesaid transaction shall be reimbursed by PESL at actual.

D. Billing & Payment Schedule:

For the purpose of invoices, PESL will be raising weekly bills to ----- covering the volume and actual price of the energy sold including -----'s Trading Margin. Each month will be divided into four parts, starting from 00:00 hrs (or any other time decided by Western

27/10

Regional Power Committee (WRPC)) of 1st 9th, 16th and 24th day of the month to 24:00 hrs (or any other time decided by RPC) of 8th, 15th, 23rd and last day of the month respectively.

The invoices will be raised on or after 9th, 16th, 24th and last day of the month based on the actual energy data obtained from Exchange in accordance with terms of this Agreement for the energy sold at delivery point. Such invoices shall also be updated on ----- Software.

Any mismatch in energy indicated in REA issued by RPC and the daily scheduled energy, will be taken up/ settled by and only after settlement by Exchange, ----- will give credit / charge for additional energy accordingly. Decision of Exchange in this regard shall be final and binding on both the Parties in this regard.

E. Due Date:

Amount due to PESL shall be remitted by ----- in PESL's current account (to be intimated separately) through electronic transfer, within 2 working days from the date of delivery of power (i.e D+2). In the event of due day of being a Bank holiday, the next working day would be the due date for payment:

If any amount due to ----- shall be remitted by PESL in (Account Detail-----) through electronic transfer.

One monthly reconciliation statement will be issued at the end of the month based on the data provided by the Exchange.

F. Surcharge for late Payment :

A late payment surcharge shall be payable on the payments outstanding after the due date at the 'Base Rate of Late Payment Surcharge' applicable for the 1st month of the default. The Rate of Late Payment Surcharge for the successive months of default shall increase by 0.5% for every month of delay provided that the Late Payment Surcharge shall not be more than 3% higher than the base rate at any time.

"Base Rate" of Late Payment Surcharge- shall mean the marginal cost of funds based on lending rate for 1 year of the State Bank of India, as applicable on the 1st of April of the FY in which the period lies, plus five percent, and in the absence of marginal cost of funds based lending rate, any other arrangement that substitute its, which the Central Govt. 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

G. Scheduling

The power shall be scheduled and dispatched as per the relevant provisions of Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2023 and as amended from time to time. In

case of Exchange transaction, all the schedules at Exchange platform shall be firm and PESL shall adhere to the schedules of Exchange. CTU/RLDC detailed Procedure for trading and scheduling in Exchange platform shall be as applicable or as amended from time to time. ----- shall not be responsible for UI/ DSM liability and any deviation from schedule in real time will be treated and settled as per existing UI/ DSM mechanism by PESL.

H. Force Majeure:

Any restriction imposed by NLDC / RLDC of the intermediate region or the RLDC of the importing region on scheduling of power supply shall be treated as Force Majeure without any liability on either side.

In case of change in law or restriction imposed by electricity regulator (Central or State) and/or Government (Central or State) and/or Appellate Tribunal on any aspect for purchase of power, the same shall be binding on both the Parties.

- I. -----/PESL shall not be liable for any compensation or penalty under any circumstances under this Agreement.

J. Termination of Agreement:

Either Party can terminate this Agreement by giving **30 days** notice to the other Party. After the expiry of such notice period this Agreement shall be terminated and no Party shall be liable for any claims/liabilities arising out of acts/deeds/transactions done by other Party after such termination. However, the Parties shall remain liable for all acts/deeds/transactions undertaken or done before the date of termination of this Agreement and shall be obliged to make payments in timely manner which matured prior to termination.

K. Tenure of the agreement

The Tenure of the agreement will be 3 year with effect from date of signing of this agreement and can be extended further as mutually agreed by the Parties.



PERFORMANCE SECURITY FORM

*(For the purpose of verification/confirmation of this Bank Guarantee by the Owner/
Employer, the Bank shall indicate 2 official email ids of the authorized signatories from
Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in
the covering letter of the Bank forwarding the Bank Guarantee)*

Bank Guarantee No.

Date.....

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Owner / Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on(insert date of the Contract)..... between you and M/s
(Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)..... by
you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor)
..... and Registered Office at(Registered address of Contractor)
..... ("the Contractor") concerning
..... (Indicate brief scope of work) for the complete
execution of the (insert name of Package alongwith name of the Project).....
[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded
to them]

Or

We refer to the Contract

signed on(insert date of the Contract)..... between you and M/s
(Name of Contractor),

(or)

24/6

vide notification of award issued on(insert date of the notification of award)..... by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate), the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of Registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.



Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____.
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

25/6

Designation _____
POA Number _____
Contact Number(s): Tel. _____ Mobile _____
Fax Number _____
email _____
Common Seal of the Bank _____
Witness: _____
Signature _____
Name _____
Address _____
Contact Number(s): Tel. _____ Mobile _____
email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."
4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

DRD