



## MP POWER MANAGEMENT COMPANY LIMITED JABALPUR

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

For the Period from 21<sup>st</sup> April 2025 to 7<sup>th</sup> June 2025

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

#### INVITATION FOR BIDS

Tender Enquiry No. TE(P)-01/68 dated 10.03.2025

#### DATES

S.No.	Event	Time
1.	Publication of Request for proposal(RFP)/Activation of Event	10.03.2025
2.	Last Date of submission of RFP Bids	03.04.2025 till 12:00 hrs
3.	Submission of EMD	03.04.2025 till 11:00 hrs
4.	Opening of technical Bids	03.04.2025 till 16:00 hrs
5.	Opening of IPOs	04.04.2025 till 11:00 hrs
6.	Start of e-RA	04.04.2025 till 13:00 hrs

Bids to be submitted through	DEEP e-Bidding portal
Office inviting bids & Place of submission of EMD	Office of Chief General Manager (PM) M.P. Power Management Company Ltd. Block No.15, Ground Floor, Shakti Bhawan, Rampur, Jabalpur--482 008 Mob No.9425805844, 9425821076 E-mail- <a href="mailto:praveen.jain@mppmcl.com">praveen.jain@mppmcl.com</a> , <a href="mailto:Jaswant.pasricha@mppmcl.com">Jaswant.pasricha@mppmcl.com</a>





# MP POWER MANAGEMENT COMPANY LIMITED

CIN:U40109MP2006SGC018637(A GOVT. OF M.P. UNDERTAKING)

Regd.Office: Shakti Bhawan, Rampur, Jabalpur, Madhya Pradesh, -482008

Website:www.mppmcl.com

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

(Revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30.03.2016 and its amendments)

**Tender Specification No. TE (P)-01/68 dated.10.03.2025**

The MP Power Management Company Limited (MPPMCL) intends to buy Firm Power, for the period from 21<sup>st</sup> April 2025 to 10<sup>th</sup> May 2025 & 19<sup>th</sup> May 2025 to 7<sup>th</sup> June 2025 under Short Term basis. Trading licensees/generators/State utilities/CPPS/Distribution licensees/SEBs, across the country may offer power, from one or more than one source subject to the condition that offers from each source shall not be less than 50 MW and shall be as per the details given below:-

Period	Duration (hrs.)	Quantum (MW)	Submission of EMD in the office of MPPMCL	Bid Submission
21 <sup>st</sup> April 2025 to 10 <sup>th</sup> May 2025	00:00-07:00 & 19:00-24:00	500	03.04.2025 till 11:00 hrs	03.04.2025 till 12:00 hrs
19 <sup>th</sup> May 2025 to 7 <sup>th</sup> June 2025	00:00-07:00 & 19:00-24:00	600		

'Request for Proposal' activation of the event shall take place on 10.03.2025 and are to be submitted on the e-bidding portal (DEEP) in two parts i.e. Part-1 (technical bid) and Part-2 (financial bid) respectively.

Bidding will be done as per the revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30.03.2016 and its subsequent amendments, through e-bidding portal (DEEP) only. The link for the e-Bidding portal is [www.mstcecommerce.com](http://www.mstcecommerce.com) and is also available on the website of Ministry of Power ([www.Powermin.nic.in](http://www.Powermin.nic.in)) and PFC Consultancy Limited ([www.pfcindia.com](http://www.pfcindia.com)). Bidders are requested to familiarize with the applicable guidelines notified by the Ministry of Power on 30.03.2016 carefully before submitting the offer.

Note:- It is informed that in case tender process is not completed due to any reason, no corrigendum will be published in newspaper. Detailed specification and corrigendum (if any) may be downloaded / seen on [www.mstcecommerce.com](http://www.mstcecommerce.com) and [www.MPPMCL.com](http://www.MPPMCL.com)

The e- tender will be received till due date of submission and opened on the dates mentioned above. The offers received after the date & time mentioned above shall not be considered. In case of holiday, the offer shall be received/ opened on the next working day at the same time respectively. The MPPMCL reserves the right to reject all or any bid without assigning any reason thereof.

  
Chief General Manager (PM)  
M. P. Power Management Co. Ltd., Jabalpur



1. INTRODUCTION AND BACKGROUND:-

Government of Madhya Pradesh, Energy Department vide letter no.1905/13/2006 dtd.22.03.2006 has incorporated MP Power Trading Company (a wholly owned Govt. of Madhya Pradesh Undertaking) under Company Act 1956 having its registered office at Shakti Bhawan, Jabalpur – 482008. The MP Power trading Company has been renamed as M.P. Power Management Co. Ltd. (hereinafter referred to as “MPPMCL”). The MPPMCL is holding company of MP Discoms. MPPMCL, is authorized to procure and sell power for & on behalf of the three (3) Distribution Companies of MP in accordance with the “Management and Corporate Functions Agreement” executed on 05<sup>th</sup> June 2012. MPPMCL is inviting bid for procurement of power for the period from 21<sup>st</sup> April 2025 to 10<sup>th</sup> May 2025 & 19<sup>th</sup> May 2025 to 7<sup>th</sup> June 2025 on firm basis from Generators, Traders having valid Inter State Trading License issued by CERC for interstate trading of energy, State Electricity Boards, State Electricity Utilities, States, IPPs & CPPs.

2. All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW for the maximum capacity; i.e. single bid or cumulative sum total of multiple bids for all events, to PFC Consulting Limited (PFCCL). The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each Bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.
3. Quantum of Power:- MPPMCL intends to buy Firm Power, for the period from 21<sup>st</sup> April 2025 to 10<sup>th</sup> May 2025 & 19<sup>th</sup> May 2025 to 7<sup>th</sup> June 2025 on Short Term basis and invites offers from various Trading licensees/generators/state utilities/CPPs/Distribution licensees/SEBs, across the country, as per the table given below: -

Period	Duration (hrs.)	Quantum (in MW) up to
21 <sup>st</sup> April'25 to 10 <sup>th</sup> May'25	00:00-07:00 & 19:00-24:00	500
19 <sup>th</sup> May'25 to 7 <sup>th</sup> June'25	00:00-07:00 & 19:00-24:00	600

MPPMCL shall reserve the right to procure more/less quantum of Power than the Requisitioned Quantum as per requirement.

4. **Delivery Point:** - The delivery point shall be the Regional Periphery of MPPMCL (WR) i.e. the point of interconnection between CTU network of WR and M.P. State Transmission System. For intra-state transmission of power, interconnection point of seller with STU/ CTU to be taken as delivery Point.
5. **QUALIFICATION CRITERIA:-**  
The Financial Bid shall be opened subject to the following conditions verified from the Technical Bid and Earnest Money Deposit submitted by the bidder:-
- i. The Bidder may offer power up to the quantum indicated in the RFP Document for the respective periods. The supply of power may be offered from one or more than one source subject to condition that offers from each source shall not be less than 50

- MW. Offer of less than above specified quantity will result into non-responsiveness of bid.
- ii. Earnest Money: As specified in RFP document.
  - iii. Validity of offer: As specified in the RFP Documents.
  - iv. Delivery Point: As specified in the RFP Documents.
  - v. Trading License: Issued by CERC in case of a trader.
  - vi. The Bidder will be required to submit an unconditional acceptance of all the Terms & Conditions of this Bid Document (RfP) including Annexures; a signed copy of the RFP Document shall be annexed with the Technical Bid should also submitted.
  - vii. Undertaking of the bidder to the effect that it shall not submit any other Bid, from the same source of generation and quantum of power from such source as mentioned in the Bid, till time the process of selection of successful bidder or the termination of the process is completed and LOI issued, whichever is earlier subject to validity period of the Bid.
  - viii. In case a bidder is a trading licensee, it has to submit the details of the generating source from which the supply is intended and the power purchase agreement signed between such trading licensee and the generating station/entity.

**NOTE: Bidders who are found qualified in Bid Part-I shall only be considered for opening of Bid Part-II i.e. Financial Bid (IPOs).**

#### 6. **TARIFF STRUCTURE:-**

- i. Bid quantum offered by the Bidder shall have to be constant for the specified period.
- ii. The Bidder shall quote the single part tariff at the Delivery Point up to three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader) and any other applicable charges. Tariffs shall be designated in Indian Rupees only.
- iii. While quoting the tariff at WR periphery, bidders shall consider the GNA regulation and its subsequent amendments. All charges payable on account of T-GNA (including SLDC, RLDC charges and other charges, if any) shall be reimbursed by MPPMCL. Hence No transmission charges shall be factored in the bid price.
- iv. Reimbursement of all T-GNA charges, if any, paid behalf of MPPMCL shall be reimbursed within 30 days from receipt of bills, beyond which Late Payment Surcharge shall be applicable at the interest rate as per Clause 24.
- v. The tariff should be constant and there shall be no escalation during the contractual period.
- vi. For avoidance of doubt, Intra-state open access charges & losses (for example STU transmission charges and losses along with POC charges and losses (as applicable) up to the Delivery Point (POC interface) are on Seller's account and charges beyond the delivery point such as POC drawl charges (T-GNA charges, if any) and losses are on Procurer's account.
- vii. If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be on the account of Bidders.

#### 7. **BIDDING PROCESS**

- i. MPPMCL has issued an RFP for procurement of power on short term basis as per the details mentioned in clause 3 above and the RFP has been uploaded on the DEEP e-Bidding portal.
- ii. **EARNEST MONEY DEPOSIT (EMD):-**
  - a. 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 firm RTC (30 days, 24 hours) basis and same shall be reduced on

daily pro-rata basis, in the form of Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer in MPPMCL account. The original BG shall be received in this office before opening of Bid, MPPMCL account detailed are as given below:-

- (i) Account Name - M. P. Power Management Co. Ltd.
- (ii) Bank Name - State Bank of India, Nayagaon Branch, Rampur, Jabalpur.
- (iii) Account No. - 10238006940
- (iv) IFSC Code - SBIN0007934
- (v) Branch Code - 0007934

For Example: For a requirement of 1 MW for 15 days, the EMD shall be Rs. 30,000 x (15 days / 30 days) = Rs.15,000/-

- b. The original EMD needs to be submitted before the opening of the Non-Financial Technical Bid. The EMD should be valid for the period of 30 (Thirty) days from the expiry of validity of offer against tender, with a claim period of further 30 days.
- c. The EMD shall be forfeited:
  - (i) If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
  - (ii) For non-submission of Contract Performance Guarantee as specified in this RFP document, by Successful Bidder(s).
- d. The EMD shall be refunded to the unsuccessful Bidders within 15 days of expiry of Bid validity period.
- e. The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

**iii. BID SUBMISSION**

- a. Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the MPPMCL, form an integral part of the contract. Bidders are required to upload all the documents as desired in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- b. The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RfP and upload the latest documents as part of the Bid.
- c. The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bids will have to be signed by the Digital Signature of the Bidder.
- d. 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, LOI (Letter of Intent) of Seller(s), Copy of valid inter-state/intra-state Energy Trading License issued by CERC/MPERC to deal in inter-state/intra-state trading of energy (In case of bid by trader) and information about the sources from

which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP.

- e. 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.

**8. VALIDITY OF TENDER AND OFFER:-**

The offer against tender should remain valid for a period of 30 (Thirty) days from the day of opening of the tender.

**9. CONDITIONAL AND INCOMPLETE TENDER :-**

Conditional and incomplete tenders are liable to rejection.

**10. OPENING AND EVALUATION OF BID:-**

- a. 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 MPPMCL still wants to continue with the selection process, the selection of that single bidder may be done with consent of higher authority.
- b. Technical proposals will be opened by the MPPMCL, or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- c. Technical proposals for those tenders whose original copies of DD/BG towards EMD have been received and who have deposited the e-Bidding Fee will only be opened. Proposals corresponding to which original copy of DD /BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- d. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
- e. MPPMCL or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- f. 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.
- g. 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.

**11. ELIMINATION OF BIDDERS:-**

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.



**12. E - REVERSE AUCTION (e-RA):-**

- i. The shortlisted Bidders after elimination will be intimated individually by system generated emails only.
- ii. The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received.
- iii. 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.
- iv. 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.

**13. ISSUANCE OF LETTER OF AWARD (LOA):-**

- i. The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder(s).
- ii. MPPMCL shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
- iii. The MPPMCL 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 MPPMCL rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case MPPMCL fails to issue the LoA within a period of 30 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD.
- iv. In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- v. In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- vi. After selection, a Letter of Award (the "LoA") shall be issued as soon as tender is decided. The selected bidder shall be required to convey its acceptance of same within seven days through email. In the event the acceptance of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date (7 days from issuance of LOA), MPPMCL 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. Bidder/trader will initiate the process of booking of transmission corridor on behalf of MPPMCL immediately after receipt of LOA.

**14. CONTRACT AWARD AND CONCLUSION:-**

LOA will be issued by MPPMCL to the selected Bidders within the offer validity period. Issuance of LOA by MPPMCL in line with the terms and condition specified in this RfP and

acceptance/ acknowledgement of the LOA by the Selected Bidder(s), will be construed as a binding contract. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the terms of LOA. MPPMCL would forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to provide the acceptance towards MPPMCL within seven (7) working days of date of issuance of such Letter of Award (LoA) by MPPMCL. The LoI/LoA issued by MPPMCL shall be binding contract and shall be treated as PPA.

**15. RIGHT TO ACCEPT / REJECT THE BID:-**

Lowest valid rate of the tender cum reverse auction price should normally be accepted. MPPMCL, reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

**16. CONTRACT PERFORMANCE GUARANTEE (CPG):-**

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

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

- Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse flood, cyclone, earthquake, volcanic eruption or acts of terrorism causing disruption of the system.
- The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- MPPMCL would return the CPG in case of non-availability of transmission corridor during the contract period.
- Any party claiming benefit of this clause shall fully satisfy other party within 24 hours of such force majeure. Supply shall be resume by parties concerned after such eventuality has come to end or ceased to end.

**18. CHANGE IN LAW:-** Any consequential charges on account of change in Law shall not be borne by the MPPMCL. Change in Law events shall include, but not limited to:

- i. Any revision in transmission charges GNA/T-GNA charges.
- ii. Any revision in taxes (excluding income tax), duties, cess or introduction of any new tax, duty, and cess made applicable for supply of power by the Seller.

The tariff shall remain constant during the contractual period.

19. **BILLING CYCLE:-**Bidders to raise bill(s) on weekly basis for the energy scheduled.
20. **BILLING:-**Sellers will raise weekly bills on provisional basis based on the provisional Weekly energy data at Delivery Point based on RLDC website data. After receipt of Regional Energy Accounting (REA) for the previous month from WRPC, final bill for the month shall be raised with necessary adjustment along with complete details of power scheduled at the delivery point and/or other documents/information, as may be required for bill verification. For the purpose of weekly billing, each month shall be divided into four parts, starting from 00:00 hrs. of 1st, 9th, 16th and 24th day of month to 24:00 hrs of 8<sup>th</sup>, 15<sup>th</sup>, 23<sup>rd</sup> and last day of the month respectively. Final monthly adjustment bill will be raised based on REA issued by the WRPC/RLDC energy accounting. The bills of compensation (as stipulated in this RfP document) for a month shall be included in the final monthly adjustment bill.
21. **PAYMENT:-**MPPMCL will make the payment to seller through RTGS/electronic mode within 30 days from the date of receipt of energy bills by e-mail. In the event of the due date of payment being a Bank/MPPMCL holiday, the next working day shall be considered as the due date of payment. In case of timely payment by MPPMCL, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.
22. **REBATE ON PAYMENT:-**A rebate @ 2 % shall be applicable on payment of Energy bill within due date of payment. No rebate shall be applicable on bills raised for Compensation amount for default in scheduling, Transmission Charges, Wheeling Charges, Application Fees, Open Access Payments (if any) beyond delivery point etc.
23. **SCHEDULING PROCEDURE:-**
- i. The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s)/SLDC(s) as per provisions of IEGC/ State Electricity Grid Code and framework of ABT and decisions of RLDC/SLDC/RPC. The Procurer i.e. MPPMCL shall not be responsible for any Deviation Settlement Mechanism liability, if any, on part of the Bidder/Seller.
  - ii. The power shall be scheduled under allocated/approved General Network Access (GNA) of MPPMCL. In case, the allocated GNA quantum of MPPMCL is not sufficient to accommodate this quantum, the bidder shall apply for T-GNA to schedule quantum under this transaction. The charges for application of T-GNA shall be reimbursed by MPPMCL as per clause no 6(iv).
  - iii. **BOOKING OF TRANSMISSION CORRIDORS:** The selected seller must secure transmission corridor through GNA/T-GNA. MPPMCL shall intimate the GNA availability at least 4 days in advance. Accordingly, successful Bidder(s)/Sellers then shall apply for booking of the Advance/exigency T-GNA on NOAR for requirement beyond GNA. The bidder shall communicate with MPPMCL in writing before applying T-GNA corridor. The Bidders shall be fully responsible for the timely filing of T-GNA application before the nodal RLDC/SLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the transmission corridor for the contracted quantum on advance basis/exigency basis as required. The energy shall be scheduled and dispatched as per the relevant provisions of CERC/MPERC regulations for T-GNA (Inclusive of all the amendments till date). If the Bidder/Seller fails to apply for the contracted quantum for the period and duration of time as mentioned in LOA/LOI, then MPPMCL shall forfeit the CPG of such Seller/Bidder.

- (18)
- (i) The successful bidder(s) shall apply for booking of advance T-GNA in such a manner so as to get the maximum quantum from the shortest route.
  - (ii) Once the transmission corridor is approved by the nodal agency the same will be final and subject to any revision /change only after mutual consent in writing except in case of congestion.

- iv. In case of revision / cancellation / surrender of approved T-GNA, the party seeking revision / cancellation of T\_GNA shall bear all T-GNA charges as applicable under GNA Regulations.

24. **LATE PAYMENT SURCHARGE:-**A surcharge of 1.25% (One Point Two Five Per cent) per month shall be applied on all payments, outstanding after 30 days for the period of non-payment beyond the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay. Any amount of energy bills disputed by MPPMCL shall not be treated as outstanding.

25. **Consequences Of Sale Of Contracted Power To Third Party Without Consent Of Procurer:-** In case the Seller/trader 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 no. 26 of the tender document, for failure to supply the Instructed Capacity.

On a complaint to this effect by the Procurer to the concerned load dispatch center, the Seller shall be debarred from participating in power exchange 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 date of 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."

26. **PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY**

- i. Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the LOI/LOA for corresponding period.
- ii. In case deviation from Procurer side is more than 15% of contracted energy of the LoI for corresponding period, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay T-GNA charges as per the contract.
- iii. In case deviation from Seller side is more than 15% of contracted energy of the LoI for corresponding period, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the T-GNA charges to the extent energy is not availed by the Procurer.

27. **COMMUNICATION:-**

- i. All parties shall rely of written communication only.
- ii. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.
- iii. **MPPMCL** reserves the right to ask for the additional information from the Bidder through e-mail / fax only. The e-mail id: [praveen.jain@MPPMCL.com](mailto:praveen.jain@MPPMCL.com) will be used.

28. **GOVERNING LAW**

All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian law and the Courts in MP State in which MPPMCL has its headquarters shall have exclusive jurisdiction

29. **DISCLAIMER**

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

30. **DISPUTE RESOLUTION**

- i. All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- ii. Dispute of any nature that may arise in connection with this Tender Enquiry, which fall beyond the jurisdiction of appropriate Commission shall be subject to the jurisdiction of Courts situated in Jabalpur.

(16)

PRICE BID  
(To be filled by bidder)

Period	Source	Transmission route	Quantum at WR Periphery	Duration (in Hrs)	Delivery Point	Rate (Rs/kWh) at delivery point

## Bank Guarantee Performa for CPG/EMD

(To be filled by bidder)

TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF THE APPROPRIATE VALUE

Bank Guarantee No. .... Dated :-

In consideration of \_\_\_\_\_(insert Name of bidder) submitting the bid inter alia for supply of power on short term basis for the period \_\_\_\_\_ (insert date) to \_\_\_\_\_(inset date) through tariff based competitive bidding process in response to tender No. \_\_\_\_\_(insert tender specification no.) & Event No. \_\_\_\_\_ issued by MPPMCL herein after referred to as "procurer" agreeing to consider the bid of \_\_\_\_\_(insert name of bidder) as per terms of bid document and the \_\_\_\_\_(insert name of bank) a banking company registered under companies act 1956 and having its license to carry out banking business under the banking regulation act 1949 at having registered office at \_\_\_\_\_(insert address of bank) (hereafter referred to as **Guarantor bank**) hereby agrees unequivocally, irrevocably and unconditionally to pay, within 24 hours, on demand in writing from the CGM(PM), MPPMCL or any officer authorized by him in this behalf of any amount up to and not exceeding Rs----- in words Rupees , to the MPPMCL on behalf of M/s --- ----- (insert Name of bidder) who have unconditionally accepted the T&C of MPPMCL tender No. \_\_\_\_\_ or who have entered into a contract. For EMD / CPG of Rs.-----

1. This guarantee shall be valid and binding on this guarantor Bank up to and 30 days from the expiry of validity of offer against tender, with a claim period of further 30 days i.e. upto \_\_\_\_\_ and shall not be terminable by notice or on account of any change in the constitution of the Bank or the firm or contractors/suppliers or any other reasons what so ever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alterations made, given, conceded or agreed with or without our knowledge of consent, by or between the parties to the said contract/ purchase order.

2. Our liability under this guarantee is restricted to Rs. \_\_\_\_\_(in words Rupees). Our guarantee shall remain in force until ----- (insert date). The procurer shall entitle to invoke this guarantee till \_\_\_\_\_(insert date).

3. 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

4. We hereby agree that any claim or dispute arising under this deed shall fall within the jurisdiction of competent courts at Jabalpur,

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

6. The Guarantor Bank hereby agrees and acknowledges that MPPMCL shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit

7. We hereby further declare that the deed has been executed by our lawfully constituted attorney legally competent to sign and execute such deeds.

Witness

(1) -----

(2) \_

For Prop.----- Bank \_

Witnesses should be Bank officials of the issuing bank and

Witnesses the Bank Guarantee by putting their signatures along with service code

& complete address

Signed