M.P. Power Management Company Limited

(A Government of Madhya Pradesh Undertaking)

REQUEST FOR PROPOSAL

FOR

EMPANELMENT OF CERC-REGISTERED OTC PLATFORM OPERATORS AND CERC-LICENSED INTER-STATE POWER TRADERS FOR FACILITATING ENERGY BANKING ARRANGEMENTS

e-Tender

Tender No: 02/2026/321 dtd. 07.09.2026

Issued By

M.P. Power Management Company

Block No.15, Ground floor, Shakti Bhawan, Rampur,
Jabalpur MP 482008

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VOLUME – I TENDER INFORMATION

1. NOTICE INVITING TENDER (NIT)

1.1 Introduction

M.P. Power Management Company Limited ("MPPMCL"), on behalf of the 3 (three) Discoms viz Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Ltd, Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Ltd and Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. which are engaged in the distribution of electricity in their distribution area, in accordance with the "Management and Corporate Functions Agreement" executed on 05th June 2012, is authorized to procure power for the requirements of these Discoms. As part of this endeavour, MPPMCL invites online bids from eligible:

a) CERC-registered OTC Platform Operators; and
b) CERC-licensed Inter-State Power Traders,

collectively referred to as **"Market Intermediaries"**, for their empanelment to facilitate Energy Banking Arrangements of MPPMCL.

The Empaneled Entities shall assist MPPMCL in identifying suitable counterparties and facilitating Energy Banking Arrangements, in accordance with their respective regulatory roles and the Transaction Mandates issued by MPPMCL.

1.2 Scope of Work

The broad scope of the Empaneled Entities shall include, as applicable to their respective category and the Transaction Mandate issued by MPPMCL:

a. identification of suitable counterparties for Energy Banking;
b. providing market intelligence and identification of Energy Banking opportunities;
c. electronic listing and exchange of transaction-related information through an OTC Platform, wherever applicable;
d. facilitation of commercial discussions, as permissible under the applicable regulatory framework;
e. assistance in finalisation and execution of Energy Banking Arrangements, wherever applicable;
f. coordination relating to Open Access, scheduling, energy accounting, reconciliation and settlement, where specifically assigned; and
g. submission of transaction-wise MIS and reports.

The detailed Scope of Work is provided in **Volume–III** of this RFP.

1.3 Invitation for Bids

MPPMCL hereby invites online bids under a **Single Stage Two Envelope** bidding process, comprising Technical Bid and Financial Bid, from eligible Bidders fulfilling the eligibility criteria specified in this RFP.

1.4 Commercial Framework

The empanelment shall be governed by the following principles:

- Transaction-based commercial model;
- Trading Margin, in paise/kWh, in case of an Inter-State Power Trader;
- Transaction Facilitation Fee, in paise/kWh, in case of an OTC Platform Operator;
- No Joining Fee;
- No Membership Fee;

- No Annual or Renewal Fee;
- No Processing or Subscription Fee;
- No Retainership or other Fixed Charges;
- No minimum business or transaction guarantee; and
- Payment only on the Eligible Banking Energy under a successfully executed Energy Banking Arrangement, in accordance with **Volume–IV** of this RFP.

1.5 Empanelment

MPPMCL intends to empanel one or more eligible Market Intermediaries through this RFP.

Empanelment shall not confer any exclusive right and shall not guarantee any minimum business, transaction or quantum of energy.

Allocation of Energy Banking requirements shall be carried out by MPPMCL in accordance with the provisions of this RFP.

1.6 Contract Period

The empanelment shall remain valid initially for a period of **3 years** from the Effective Date and may thereafter be extended by MPPMCL on a **year-to-year basis**, subject to satisfactory performance and mutually agreed terms, for a maximum overall period of **5 years.**

1.7 Tender Inviting Authority

ED (PM)
MP Power Management Company Limited
Block No.15, Ground floor, Shakti Bhawan,
Rampur, Jabalpur – 482008
Madhya Pradesh
Website: www.mppmcl.com
E-mail: cgmpm@mppmcl.com; shrikant.vishnu@mppmcl.com

2. BID DATA SHEET

Sr. No.	Particulars	Details
1	Name of Work	Selection and Empanelment of CERC-Registered OTC Platform Operators and CERC-Licensed Inter-State Power Traders for Facilitating Energy Banking Arrangements
2	Tender Inviting Authority	MP Power Management Company Limited
3	Tender Type	Open e-Tender
4	Bid System	Single Stage Two Envelope (Technical Bid & Financial Bid)
5	Nature of Contract	Empanelment
6	Contract Period	3 Years (extendable on a year-to-year basis up to a maximum total period of 5 years)
7	Bid Validity	180 Days
8	Financial Quote	Trading Margin for Inter-State Power Trader or Transaction Facilitation Fee for OTC Platform Operator, in paise/kWh

Sr. No.	Particulars	Details
9	Basis of Payment	Applicable Transaction Charge on Eligible Banking Energy under a successfully executed Energy Banking Arrangement
10	Minimum Business Guarantee	Nil
11	Number of Entities to be Empaneled	One or more in each category, at the discretion of MPPMCL
12	Bid Security / EMD	₹5,00,000 (Rupees Five Lakh only), to be submitted in the prescribed manner.
13	Address for submission of Bids	Online on https://mptenders.gov.in. (As per annexure H)
14	Bid Document Fee (Non-Refundable) Fee	₹₹11,800/- (inclusive of GST@18%) Online.

3. SCHEDULE OF TENDER

Activity	Date & Time
Issue of RFP	**07.09.2026**
Pre-Bid Meeting	**21.09.2026**
Last Date for Submission of Queries	**18.09.2026**
Issue of Corrigendum / Clarifications	**30.09.2026**
Bid Submission Due Date	**26.10.2026**
Opening of Technical Bids	**28.10.2026**
Opening of Financial Bids	**Will be informed later**
Execution of Agreement	**Within bid validity**

4. DISCLAIMER

a) The information contained in this RFP is intended solely for the purpose of inviting Bids for empanelment of Market Intermediaries to facilitate Energy Banking Arrangements.

b) While due care has been taken in preparation of this RFP, MPPMCL does not make any representation or warranty regarding the completeness or accuracy of the information contained herein.

c) Each Bidder shall independently satisfy itself regarding the requirements of this RFP and shall bear all costs associated with preparation and submission of its Bid.

d) MPPMCL reserves the right to amend, modify, cancel or withdraw this RFP, in whole or in part, at any stage of the bidding process without assigning any reason.

e) Empanelment under this RFP shall not create any obligation on MPPMCL to allocate any minimum business, transaction or quantum of Energy Banking.

VOLUME – II INSTRUCTIONS TO BIDDERS

1. BACKGROUND

1.1 Like other State Utilities engaged in distribution of electrical energy, MPPMCL undertakes Energy Banking Arrangements to ensure adequate availability of power during the peak-demand Rabi season, generally from 15 November to 15 March every year.

1.2 For this purpose, MPPMCL analyses the load patterns of other Utilities and identifies Utilities having load profiles complementary to that of Madhya Pradesh.

1.3 MPPMCL has been undertaking Energy Banking for the past 12–15 years, under which, surplus energy available primarily during the period from 15 March to 15 October is banked with other Utilities and is retrieved during the Rabi season, generally along with 5% premium energy, subject to the terms agreed for the concerned transaction.

1.4 MPPMCL endeavors to bank Round-the-Clock ("RTC") power and retrieve the corresponding energy predominantly during its peak-demand hours from 07:00 to 19:00. Power available during night hours from April to September is also banked, wherever feasible, for retrieval during morning and evening peak hours in the Rabi season.

1.5 At present, banking arrangements are undertaken through the following modes:

a) direct engagement with other State Utilities
b) through CERC approved OTC Platforms

1.6 To expand market outreach, identify additional Utilities having complementary demand and facilitate commercially beneficial Energy Banking Arrangements, MPPMCL intends to empanel eligible Market Intermediaries through this RFP.

2. OBJECTIVE OF THE RFP

2.1 The objective of this RFP is to empanel one or more eligible Market Intermediaries for facilitating Energy Banking Arrangements of MPPMCL.

2.2 The Empaneled Entities, depending upon their respective regulatory status and the Transaction Mandate issued by MPPMCL, shall:

a) identify Utilities having load profiles complementary to that of Madhya Pradesh;
b) provide information regarding available Energy Banking opportunities;
c) facilitate market outreach and interaction with prospective counterparties;
d) support finalization and execution of Energy Banking Arrangements, wherever permissible;
e) coordinate activities relating to Open Access, scheduling, energy accounting, reconciliation and settlement, wherever applicable; and
f) provide transaction-wise reports and Management Information System ("MIS") to MPPMCL.

3. APPLICABLE REGULATORY FRAMEWORK

3.1 The bidding process, empanelment and activities undertaken under this RFP shall be governed by the following, as amended from time to time:

a) Electricity Act, 2003;
b) Central Electricity Regulatory Commission (Power Market) Regulations, 2021;
c) Central Electricity Regulatory Commission (Procedure, Terms and Conditions for Grant of Trading License and Other Related Matters) Regulations, 2020;

d) Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022;
e) Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023;
f) applicable CERC regulations, orders and procedures governing Open Access, scheduling, energy accounting and settlement;
g) applicable regulations, orders, procedures and directions issued by CERC, SERCs, RPCs, NLDC, RLDCs and SLDCs; and
h) any other applicable law, rule, regulation, guideline or statutory direction.

3.2 Each Market Intermediary shall undertake only those activities that are permissible for it under the applicable regulatory framework, its CERC license or registration and its approved Business Rules, wherever applicable.

3.3 An OTC Platform Operator shall provide electronic listing, exchange of information, historical data, analytical tools and related services within the scope permitted under its CERC registration and approved Business Rules.

The OTC Platform shall not engage in negotiation, execution, clearance or settlement of contracts or influence the decision-making of the participants. Such activities shall be undertaken directly by MPPMCL and the concerned Utility or through a duly authorized Inter-State Power Trader, as applicable.

4. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

4.1 “Agreement” or “Empanelment Agreement”

“Agreement” or “Empanelment Agreement” means the agreement executed between MPPMCL and the selected Market Intermediary pursuant to this RFP.

4.2 “Bid”

“Bid” means the Technical Bid and Financial Bid submitted by a Bidder in response to this RFP.

4.3 “Bidder”

“Bidder” means an eligible Market Intermediary submitting a Bid under this RFP.

4.4 “Bid Submission Due Date”

“Bid Submission Due Date” means the last date and time specified for submission of Bids, as amended from time to time.

4.5 “CERC”

“CERC” means the Central Electricity Regulatory Commission.

4.6 “Effective Date”

“Effective Date” means the date from which the Empanelment Agreement becomes effective, as specified therein.

4.7 “Eligible Banking Energy”

"Eligible Banking Energy" means the total actual energy scheduled and drawn by MPPMCL during the return/import period under the concerned Energy Banking Arrangement, including the agreed Premium Energy, as certified or confirmed through the applicable energy-accounting mechanism and accepted by MPPMCL.

4.8 "Energy Banking Arrangement"

"Energy Banking Arrangement" means an inter-State exchange of electricity between MPPMCL and another eligible grid-connected entity, either directly or through an Inter-State Power Trader, under which energy supplied by MPPMCL during an identified period is returned during an agreed period together with the applicable Premium Energy and on mutually agreed terms.

4.9 "Empaneled Entity"

"Empaneled Entity" means a Market Intermediary selected and Empaneled by MPPMCL pursuant to this RFP.

4.10 "Financial Bid"

"Financial Bid" means the financial quotation submitted by a Bidder in the prescribed format.

4.11 "Inter-State Power Trader"

"Inter-State Power Trader" means an electricity trader holding a valid inter-State trading license granted by CERC under the applicable regulations.

4.12 "Market Intermediary"

"Market Intermediary", for the purpose of this RFP, means:

a) a CERC-licensed Inter-State Power Trader; or

b) a CERC-registered OTC Platform Operator.

4.13 "MPPMCL"

"MPPMCL" means MP Power Management Company Limited.

4.14 "OTC Platform"

"OTC Platform" means an electronic platform established and operated by a CERC-registered OTC Platform Operator for exchange of information amongst buyers and sellers of electricity in accordance with the applicable regulatory framework.

4.15 "OTC Platform Operator"

"OTC Platform Operator" means an entity holding a valid registration issued by CERC for establishing and operating an OTC Platform.

4.16 "Premium Energy"

"Premium Energy" means the additional quantum of energy agreed to be returned by the counterparty over and above the quantum banked by MPPMCL.

4.17 "Successful Energy Banking Arrangement"

"Successful Energy Banking Arrangement" means an Energy Banking Arrangement undertaken pursuant to a valid Transaction Mandate, approved by MPPMCL, duly executed by the concerned parties and under which scheduling of energy has commenced.

4.18 "Technical Bid"

"Technical Bid" means the technical proposal, eligibility documents, declarations and supporting information submitted by a Bidder, excluding the Financial Bid.

4.19 "Trading Margin"

"Trading Margin" means the margin, expressed in paise/kWh, quoted by and payable to an Inter-State Power Trader in accordance with this RFP and the applicable CERC regulations.

4.20 "Transaction Charge"

"Transaction Charge" means:

a) the Trading Margin payable to an Inter-State Power Trader; or

b) the Transaction Facilitation Fee payable to an OTC Platform Operator,

as applicable and accepted under this RFP.

4.21 "Transaction Facilitation Fee"

"Transaction Facilitation Fee" means the fee, expressed in paise/kWh, quoted by and payable to an OTC Platform Operator for a Successful Energy Banking Arrangement facilitated through its platform.

4.22 "Transaction Mandate"

"Transaction Mandate" means the written authorization issued by MPPMCL to an Empaneled Entity for undertaking specified activities in relation to an identified Energy Banking requirement.

4.23 "Utility"

"Utility" means a State Utility, Distribution Licensee or any other grid-connected entity legally eligible to enter into an Energy Banking Arrangement with MPPMCL.

5. ELIGIBLE BIDDERS

5.1 The following entities shall be eligible to participate in this RFP:

a) an Inter-State Power Trader holding a valid trading license issued by CERC; or
b) an OTC Platform Operator holding a valid registration issued by CERC.

5.2 The license or registration of the Bidder, as applicable, shall be valid on the Bid Submission Due Date and shall remain valid throughout the empanelment period.

The license or registration of the Bidder, as applicable, shall be valid on the Bid Submission Due Date and on the date of execution of the Empanelment Agreement and shall remain valid throughout the empanelment period. In case the license or registration is due to expire during the empanelment period, the Empaneled Entity shall obtain the requisite renewal/continuation, as applicable and submit evidence thereof to MPPMCL before expiry. No Transaction Mandate shall be issued or continued during any period in which the applicable license or registration is not valid. 5.3 The Bidder shall submit its Bid only under the category applicable to it.

5.4 Consortiums and Joint Ventures shall not be permitted. The Bidder shall participate in its individual capacity and shall remain solely responsible for performance of the assigned scope.

6. ELIGIBILITY CRITERIA

6.1 The Bidder shall meet the following minimum eligibility criteria:

Sr. No.	Criteria	Documentary Evidence
1	Valid CERC inter-State trading license (Category-I) or valid CERC registration as an OTC Platform Operator, as applicable	Copy of valid license or registration
2A	**For Inter-State Power Trader:** Experience of total annual power trading volume of 10,000 MUs during the preceding three completed financial years	Agreement, work order, client certificate, transaction details or other document establishing execution of the arrangement
2B	**For OTC Platform Operator:** Experience of electronically listing or facilitating Energy Banking requirement(s) aggregating to at least 2,000 MU for one or more State Utilities or Distribution Licensees during the preceding three completed financial years	Client certificate, platform listing, transaction report, electronic record or other document establishing the relevant experience
3	Positive Net Worth as on the close of the last financial year	Latest audited financial statements and certificate from Statutory Auditor / practicing Chartered Accountant
4	The Bidder shall not be under liquidation, insolvency, bankruptcy or similar proceedings	Self-declaration by the authorized signatory
5	The Bidder shall not have been blacklisted or debarred by any Central or State Government Department, PSU, Regulatory Commission or Government Utility as on the Bid Submission Due Date	Self-declaration by the authorized signatory
6	The applicable CERC license or registration shall be valid and must not be under suspension / hold as on the Bid Submission Due Date	Copy of license or registration and self-declaration
7	The Bidder shall disclose any suspension, cancellation or material adverse regulatory order relating to its license or registration during the preceding three years	Self-declaration along with details and copies of relevant orders, if any

6.2 MPPMCL reserves the right to verify the credentials and documents submitted by the Bidder from the issuing authority, concerned client or any other appropriate source.

6.3 Any Bid containing false, misleading or materially incomplete information shall be liable for rejection. Where such information is discovered after empanelment, MPPMCL may terminate the empanelment and take action in accordance with the Agreement.

7. COST OF BIDDING

7.1 The Bidder shall bear all costs associated with preparation and submission of its Bid, participation in the bidding process and execution of the Agreement, including applicable RFP/Document Fee, Bid

Processing Fee and any other charges payable through the e-procurement portal, as specified in the Bid Data Sheet.

7.2 MPPMCL shall not be responsible or liable for any such costs, irrespective of the outcome of the bidding process.

8. BID DOCUMENTS AND SUBMISSION

8.1 The Bid shall be submitted online through the designated e-procurement portal under a Single Stage Two Envelope bidding process comprising:

a) Part-I: Technical Bid; and
b) Part-II: Financial Bid.

8.2 A Bidder shall submit only one Bid under the category applicable to it.

8.3 The Bid shall be complete in all respects and shall contain all documents, forms, declarations and information required under this RFP.

8.4 Conditional, incomplete or non-responsive Bids shall be liable for rejection.

8.5 The Bidder shall submit the Bid within the date and time specified in the Bid Data Sheet. Bids submitted after the prescribed deadline shall not be accepted.

9. TECHNICAL BID

9.1 The Technical Bid shall include the following:

a) Technical Bid Submission Form;
b) Documentary evidence of the Bidder's legal status;
c) Valid CERC trading license or OTC Platform registration, as applicable;
d) Power of Attorney or Board authorization in favour of the authorised signatory;
e) Documents establishing compliance with the eligibility criteria;
f) Details and supporting documents of relevant Energy Banking experience;
g) Audited financial statements for the latest audited financial year and the prescribed Chartered Accountant certificate;
h) Declarations relating to blacklisting, insolvency, conflict of interest and regulatory compliance;
i) Acceptance of the terms and conditions of the RFP; and
j) any other document specified by MPPMCL.

9.2 The Technical Bid shall not contain any information relating to the Financial Bid or the quoted Transaction Charge.

10. FINANCIAL BID

10.1 The Financial Bid shall be submitted only in the prescribed format.

10.2 The Bidder shall quote the Transaction Charge in paise/kWh, as under:

a) Trading Margin, in case of an Inter-State Power Trader; or
b) Transaction Facilitation Fee, in case of an OTC Platform Operator.

10.3 The quoted Transaction Charge shall be:

a) inclusive of all costs and expenses incurred by the Bidder for performance of the assigned scope;

b) exclusive of applicable Goods and Services Tax, which shall be payable in accordance with applicable law;
c) firm throughout the empanelment period; and
d) free from any condition or qualification.

10.4 No separate amount shall be payable towards joining fee, membership fee, annual fee, renewal fee, processing fee, subscription fee, retainership, documentation fee or any other fixed or recurring charge.

10.5 No negative Transaction Charge shall be permitted.

10.6 An Inter-State Power Trader shall:

a) ensure that its quoted Trading Margin complies with the applicable CERC regulations;
b) separately disclose any margin, fee or consideration proposed to be recovered from the counterparty in relation to the same Energy Banking Arrangement; and
c) ensure that the cumulative Trading Margin remains within the applicable regulatory ceiling.

10.7 The Transaction Facilitation Fee quoted by an OTC Platform Operator shall be consistent with its applicable Business Rules and shall constitute the complete fee payable by MPPMCL for the assigned platform-related scope.

11. PRE-BID MEETING AND CLARIFICATIONS

11.1 The Pre-Bid Meeting shall be conducted on the date specified in the Bid Data Sheet.

11.2 Bidders may submit their queries in writing within the prescribed timeline and format.

11.3 MPPMCL may issue clarifications, amendments, addenda or corrigenda to the RFP. The same shall form an integral part of the RFP and shall be binding on all Bidders.

11.4 MPPMCL shall not be bound to respond to queries received after the prescribed deadline.

11A. BID SECURITY

11A. 1 Each Bidder shall furnish a Bid Security of ₹5,00,000 (Rupees Five Lakh only) along with its Bid, in the manner prescribed in the Bid Data Sheet.

11A. 2 The Bid Security shall remain valid for a period of 45 days beyond the Bid Validity Period.

11A. 3 Exemption from submission of Bid Security shall be available to eligible Micro and Small Enterprises (MSEs), subject to submission of valid Udyam Registration Certificate or other applicable documentary evidence, in accordance with the prevailing Government guidelines.

11A. 4 The Bid Security may be forfeited if the Bidder:

a) withdraws or modifies its Bid during the Bid Validity Period;
b) after voluntarily submitting its unconditional written acceptance to match the category-wise L1 Transaction Charge, subsequently withdraws such acceptance or fails to honour the same;
c) fails to furnish the required Performance Security after selection; or
d) fails to execute the Empanelment Agreement within the stipulated period.

11A. 5 Bid Security of unsuccessful Bidders shall be returned/released within 30 days from the date of finalization of the empanelment process or expiry of the Bid Validity Period, whichever is earlier.

The Bid Security of successful Bidders shall be returned/released upon furnishing and acceptance of the required Performance Security and execution of the Empanelment Agreement

12. BID VALIDITY

12.1 The Bid shall remain valid for the period specified in the Bid Data Sheet from the Bid Submission Due Date.

12.2 MPPMCL may request the Bidder to extend the Bid Validity Period. The Bidder may accept or reject such request without modifying the Bid.

13. EVALUATION OF BIDS

13.1 Preliminary Examination

MPPMCL shall examine the Bids to determine whether:

a) the Bid has been submitted within the prescribed timeline;
b) the Bid has been duly signed and authorised;
c) the required documents have been submitted; and
d) the Bid is substantially responsive to the requirements of the RFP.

13.2 Technical Evaluation

Only Bidders meeting the minimum eligibility criteria and submitting a substantially responsive Technical Bid shall be declared technically qualified.

MPPMCL may seek written clarifications or supporting documents from a Bidder during evaluation. Such clarification shall not result in any material alteration of the Bid or permit the Bidder to cure a fundamental eligibility deficiency existing on the Bid Submission Due Date.

13.3 Financial Evaluation

Financial Bids of only technically qualified Bidders shall be opened.

The Financial Bids shall be evaluated separately for the following categories:

a) Category-A: CERC-licensed Inter-State Power Traders; and
b) Category-B: CERC-registered OTC Platform Operators.

The lowest Transaction Charge quoted amongst all technically qualified Bidders across both categories shall be designated as the L1 Transaction Charge.

All other technically qualified Bidders, irrespective of category, may be considered for empanelment subject to their unconditional acceptance to match the L1 Transaction Charge. Accordingly, the same accepted Transaction Charge shall apply to all Empaneled Entities, whether an Inter-State Power Trader or an OTC Platform Operator.

13.4 Empanelment

a) MPPMCL may empanel one or more technically qualified Bidders from either or both categories.
b) MPPMCL may invite technically qualified Bidders other than the L1 Bidder, irrespective of category, to unconditionally match the L1 Transaction Charge within the period specified by MPPMCL.
c) Only Bidders accepting the L1 Transaction Charge and fulfilling all other requirements of the RFP shall be considered for empanelment.
d) Where only one Bid is received in a category, MPPMCL may extend the Bid Submission Due Date up to two times to encourage wider participation. If only one responsive Bid remains

thereafter, the same may be considered subject to price reasonableness and approval of the Competent Authority.

e) MPPMCL reserves the right to annul or cancel the bidding process at any stage without assigning any reason and without incurring any liability to the Bidders.

14. LETTER OF EMPANELMENT AND AGREEMENT

14.1 MPPMCL shall issue a Letter of Empanelment to the successful Bidder or Bidders.

14.2 The successful Bidder shall furnish the required Performance Security and execute the Empanelment Agreement within the period specified by MPPMCL.

14.3 Failure to comply with the above requirements may result in cancellation of the Letter of Empanelment.

14.4 Empanelment shall not confer any exclusive right upon an Empaneled Entity and shall not guarantee any minimum business, transaction or quantum of energy.

15. TRANSACTION ALLOCATION MECHANISM

15.1 Energy Banking requirements shall be allocated by MPPMCL based on its seasonal power position, market conditions, and commercial and operational requirements.

15.2 For an identified Energy Banking requirement, opportunities brought by Empaneled Entities shall ordinarily be considered on a First Come First Serve basis. For this purpose:

a) Priority shall be determined based on the date and time of receipt of the complete proposal at the designated e-mail IDs of MPPMCL. In case the position of the tie-break is experienced, pro-rata basis allotment shall be made.
b) The proposal shall contain the minimum information required under the RFP along with written consent/confirmation from the concerned State Utility/counterparty indicating its willingness to consider the proposed Energy Banking Arrangement;
c) An opportunity shall be treated as valid for FCFS consideration only upon receipt of both the complete proposal and such consent/confirmation;
d) Mere submission of an e-mail, expression of interest or identification of a prospective counterparty without its consent/confirmation shall not establish priority or create any right over the opportunity; and
e) Subject to technical and operational acceptability, MPPMCL may issue the Transaction Mandate to the Empaneled Entity whose valid and complete proposal is received first; and
f) Where the first proposal is incomplete, unsupported, withdrawn, rejected or subsequently found unavailable, the next valid proposal may be considered in order of receipt.
g) Where valid and complete proposals for the same counterparty and Energy Banking opportunity are received from two or more Empaneled Entities at the same date and time, priority shall be given to the Empaneled Entity having the higher Net Worth, based on the latest audited financial statements submitted with its Bid.

15.3 Evaluation of transaction-specific proposals may include:

a) quantum of energy offered;
b) banking and return periods;
c) hourly or time-block profile;
d) Premium Energy or banking return ratio;
e) delivery point;
f) scheduling flexibility;

g) counterparty credentials and payment security;
h) any other commercial or operational parameter considered relevant by MPPMCL.

15.4 An Empaneled Entity may approach prospective counterparties on behalf of MPPMCL for identification of Energy Banking opportunities, market outreach and seeking indicative/counter proposals. However, it shall not make any binding commitment, acceptance or finalise any commercial or operational term on behalf of MPPMCL without specific approval or Transaction Mandate.

15.5 The Transaction Mandate shall specify whether the assignment is exclusive or non-exclusive.

15.6 Only the Empaneled Entity assigned the fee-bearing scope through a valid Transaction Mandate shall be eligible for the applicable Transaction Charge.

15.7 Ordinarily, only one fee-bearing transaction route shall apply to an Energy Banking Arrangement.

Where more than one Empaneled Entity is proposed to be involved, the Transaction Mandate shall expressly specify their respective scope, payment entitlement and aggregate commercial implication. No duplicate or overlapping claim shall be admissible.

15.8 Mere identification or introduction of a prospective counterparty, electronic listing of a requirement or submission of an offer shall not create any right to receive the Transaction Charge unless:

a) a valid Transaction Mandate has been issued;
b) the opportunity has been accepted by MPPMCL; and
c) the Energy Banking Arrangement has become a Successful Energy Banking Arrangement.

15.9 MPPMCL may modify, suspend, withdraw or cancel any Energy Banking requirement or Transaction Mandate before finalisation of the arrangement without any financial liability.

15.10 MPPMCL shall remain free to enter into Energy Banking Arrangements directly with any Utility or through any other legally permissible mechanism. No Empaneled Entity shall have any claim over such arrangements unless specifically authorised through a Transaction Mandate.

16. COMMERCIAL AND PAYMENT PRINCIPLES

16.1 The engagement shall be transaction-based, and no minimum business, transaction or quantum of energy shall be guaranteed to any Empaneled Entity.

16.2 The Transaction Charge shall become payable only on the Eligible Banking Energy under a Successful Energy Banking Arrangement undertaken pursuant to a valid Transaction Mandate.

16.3 No Transaction Charge shall be payable for:

a) submission of market intelligence or transaction proposals;
b) electronic listing that does not result in a Successful Energy Banking Arrangement;
c) identification or introduction of a counterparty;
d) discussions or negotiations that do not culminate in a Successful Energy Banking Arrangement; or
e) a transaction undertaken directly by MPPMCL without a valid Transaction Mandate.

16.4 The basis of calculation, payment milestone, invoicing requirements and supporting documents shall be governed by Volume–IV of the RFP and the concerned Transaction Mandate.

16.5 The Transaction Charge shall not be payable more than once on the same Eligible Banking Energy.

Where both an OTC Platform Operator and an Inter-State Power Trader are proposed to be involved in relation to the same arrangement, payment to more than one Empaneled Entity shall require express prior approval in the Transaction Mandate.

16.6 Statutory taxes shall be payable in accordance with applicable law.

17. PERFORMANCE SECURITY

17.1 Each successful Bidder shall furnish a Performance Security of **₹15,00,000 (Rupees Fifteen Lakh only)** in the form and manner specified in Volume–V and Annexure–C of this RFP. The Performance Security may initially be furnished for a period of one year and shall thereafter be renewed annually so as to remain continuously valid throughout the empanelment period and for three months thereafter. The renewed Performance Security shall be submitted at least 30 days prior to expiry of the existing Performance Security.

Failure to maintain a valid Performance Security shall entitle MPPMCL to suspend further allocation of Transaction Mandates and take action in accordance with the RFP.

17.2 The Performance Security may be invoked by MPPMCL in the event of breach, non-performance, misrepresentation, unauthorised action or termination attributable to the Empaneled Entity, in accordance with the Empanelment Agreement.

18. CONFLICT OF INTEREST AND CONFIDENTIALITY

18.1 The Bidder shall disclose any actual or potential conflict of interest that may affect its ability to perform the assigned scope impartially.

18.2 The Empaneled Entity shall maintain confidentiality of all information, data, load profiles, transaction requirements, commercial parameters and documents received from MPPMCL.

18.3 No information relating to an Energy Banking requirement shall be disclosed to any third party except:

a) to the extent expressly authorised under a Transaction Mandate;
b) to the extent necessary for performance of the assigned scope; or
c) where disclosure is required under applicable law.

19. FRAUDULENT AND CORRUPT PRACTICES

The Bidder and the Empaneled Entity shall observe the highest standards of ethics during the bidding process and the empanelment period.

MPPMCL may reject a Bid, terminate an empanelment or take any other appropriate action where it determines that the Bidder or Empaneled Entity has engaged in fraudulent, corrupt, coercive, collusive or misleading practices.

20. RIGHTS OF MPPMCL

MPPMCL reserves the right to:

a) accept or reject any or all Bids;
b) annul or cancel the bidding process at any stage;
c) amend or withdraw the RFP;
d) seek clarifications or additional documents;
e) verify information furnished by any Bidder;
f) empanel one or more Bidders in either category;

g) restrict the number of Empaneled Entities;
h) allocate, modify, suspend or withdraw any Energy Banking requirement;
i) undertake Energy Banking directly or through any other legally permissible mechanism; and
j) take any decision considered necessary in the interest of MPPMCL,

without thereby incurring any liability towards the Bidders or Empaneled Entities.

VOLUME – III SCOPE OF WORK

1. PURPOSE AND SCOPE BOUNDARY

1.1 MPPMCL undertakes Energy Banking Arrangements for banking surplus energy available during identified periods and retrieving the corresponding energy, together with agreed Premium Energy, during periods of higher demand.

1.2 Depending upon its power position, MPPMCL may seek one or more of the following arrangements:

a) banking of Round-the-Clock energy with return on RTC basis or during specified hours;
b) banking of energy during specific hours and return during specific hours;
c) banking during solar hours with return during solar hours; or
d) any other Energy Banking profile specifically indicated by MPPMCL.

1.3 This empanelment is limited to facilitation of Energy Banking Arrangements. Purchase or sale of power on monetary consideration, transactions through Power Exchanges and other power procurement activities shall not form part of the scope unless specifically included through an amendment to the RFP.

2. TRANSACTION MANDATE

2.1 Each Energy Banking requirement assigned under this empanelment shall be communicated through a written Transaction Mandate.

2.2 The Transaction Mandate may specify:

a) category of Empaneled Entity being engaged;
b) indicative or firm quantum, subject to a minimum transaction size of **30 MW;**
c) banking period;
d) return period;
e) banking and return profile, including applicable time blocks;
f) delivery point for banking and return;
g) expected or minimum Premium Energy;
h) minimum acceptable offer quantum;
i) validity period of the requirement;
j) permitted extent of market outreach or negotiation;
k) requirement of Open Access, scheduling, accounting or reconciliation support;
l) transaction structure contemplated by MPPMCL; and
m) any transaction-specific timeline or condition.
n) requirement and form of security for assured return of banked energy, including Premium Energy, where MPPMCL supplies energy in the first leg of the Energy Banking Arrangement.

2.3 A Transaction Mandate may be modified, suspended, withdrawn or cancelled by MPPMCL at any time before execution of the Energy Banking Agreement without any financial liability.

2.4 Issuance of a Transaction Mandate shall not oblige MPPMCL to accept any opportunity or conclude any Energy Banking Arrangement.

2.5 Where MPPMCL supplies energy in the first leg of an Energy Banking Arrangement through an Inter-State Power Trader, the Trader shall remain responsible for ensuring return of the banked energy together with the agreed Premium Energy and shall, before commencement of the transaction, furnish the corresponding back-to-back Agreement/LoI/consent of the concerned Utility.

The Transaction Mandate/Energy Banking Agreement may prescribe an appropriate Contract Performance Guarantee and a predetermined compensation/settlement mechanism for any shortfall or failure in return of energy. Such security shall be proportionate to the transaction and shall not necessarily be linked to the entire monetary value of the banked energy.

3. COMMON SCOPE OF EMPANELED ENTITIES

Subject to the category of the Empaneled Entity and its legally permissible role, the assigned scope may include:

a) monitoring Energy Banking requirements and opportunities available in the market;
b) identifying State Utilities, Distribution Licensees or other eligible entities having load profiles complementary to that of Madhya Pradesh;
c) obtaining information regarding available surplus or requirement, banking period, return period, profile and Premium Energy;
d) presenting each opportunity to MPPMCL in the prescribed format;
e) facilitating authorised communication between MPPMCL and prospective counterparties;
f) providing transaction-wise status reports and MIS;
g) maintaining complete records and audit trail of assigned activities; and
h) complying with the timelines and instructions specified by MPPMCL.

4. MANDATORY CONTENTS OF ENERGY BANKING OPPORTUNITY

4.1 Each Energy Banking opportunity submitted to MPPMCL shall contain, at a minimum, the following information:

Sr. No.	Particular
1	Name and legal status of the proposed counterparty
2	Whether the proposal is indicative or firm
3	Quantum offered, in MW and MU
4	Minimum acceptable quantum, if any
5	Banking period and daily/time-block profile
6	Return period and daily/time-block profile
7	Banking return ratio or Premium Energy
8	Delivery point for banking and return
9	Proposed scheduling entity
10	Responsibility for applying for Open Access/GNA/T-GNA, as applicable
11	Allocation of transmission charges, operating charges, application fees and transmission losses in both directions
12	Treatment of curtailment, short supply and non-scheduling
13	Energy-accounting and reconciliation mechanism
14	Payment-security requirement, if any
15	Proposed transaction structure
16	Applicable Transaction Charge
17	Offer validity
18	Material conditions, deviations and risks

4.2 An incomplete opportunity may be rejected by MPPMCL without further evaluation.

4.3 Information submitted shall clearly distinguish facts confirmed by the prospective counterparty from assumptions or market intelligence of the Empaneled Entity.

4.4 Where multiple opportunities are available, the Empaneled Entity shall submit a comparative statement covering all parameters specified above.

5. SCOPE OF OTC PLATFORM OPERATOR

5.1 OTC Platform Operator shall, within the scope permitted under its CERC registration and approved Business Rules:

a) electronically list MPPMCL's Energy Banking requirements;
b) disseminate such requirements to eligible participants registered on the platform;
c) identify and connect prospective banking counterparties with MPPMCL;
d) receive, display and communicate indicative or firm offers and revised offers submitted by the participants;
e) facilitate communication, meetings and exchange of information between MPPMCL and prospective counterparties;
f) provide market information, comparative statements, historical data and analytical support to assist MPPMCL in evaluation of available opportunities;
g) maintain electronic records and audit trail of listings, offers, revised offers and communications undertaken through the platform; and
h) provide transaction-wise reports and MIS to MPPMCL.

The OTC Platform Operator may facilitate the process leading to finalization of an Energy Banking Arrangement but shall not itself act as the buyer, seller, banking counterparty or electricity trader; independently determine or negotiate the commercial terms; execute the Energy Banking Agreement; undertake scheduling, clearance or settlement; or assume counterparty risk.

The final selection of the counterparty and approval of the commercial and operational terms shall rest solely with MPPMCL. The Energy Banking Agreement shall be executed directly between MPPMCL and the selected counterparty, unless MPPMCL specifically decides to route the transaction through a duly licensed Inter-State Power Trader.

6. SCOPE OF INTER-STATE POWER TRADER

6.1 The Empaneled Inter-State Power Trader shall, within the scope permitted under its valid CERC trading license and the applicable regulatory framework:

a) identify prospective Energy Banking counterparties through direct engagement with Utilities, its market network, utility tenders, OTC Platforms or any other legally permissible mechanism;
b) obtain indicative or firm Energy Banking proposals containing the quantum, banking period, return period, time-block profile, Premium Energy, delivery point and other applicable commercial and operational conditions;
c) submit the identified proposals to MPPMCL in the prescribed format, together with a comparative statement wherever more than one proposal is available;
d) approach and interact with prospective counterparties only after receiving written authorization or a Transaction Mandate from MPPMCL;
e) facilitate and undertake commercial discussions with the prospective counterparties within the parameters and negotiation limits approved by MPPMCL;
f) assist MPPMCL in evaluation and finalisation of the Energy Banking Arrangement, including the following:

I. quantum of energy to be banked and returned;
II. banking and return periods;
III. RTC, peak, off-peak or time-block-wise supply and return profile;
IV. applicable Premium Energy or banking return ratio;
V. delivery point for supply and return;
VI. responsibility for Open Access applications and scheduling;
VII. allocation of transmission charges, operating charges, application fees and transmission losses;
VIII. treatment of curtailment, corridor non-availability, short supply, non-scheduling and default;
IX. energy accounting, reconciliation and settlement mechanism; and
X. payment security, compensation and dispute-resolution provisions, wherever applicable;

g) prepare and submit the proposed term sheet, draft Energy Banking Agreement and other related transaction documents for approval of MPPMCL;
h) where the transaction is routed through the Trader, enter into the requisite contracts for supply and return of power with MPPMCL and the selected counterparty in accordance with the applicable CERC regulations;
i) ensure that the contracts for supply and return of power are executed prior to commencement of scheduling and clearly specify:
   I. upper and lower MW limits;
   II. scheduling and revision modalities;
   III. authorised persons for submission or revision of schedules;
   IV. liabilities of MPPMCL, the counterparty and the Trader in case of deviation from the agreed quantum or schedule;
   V. responsibility for non-refundable Open Access charges; and
   VI. other material commercial and operational obligations;
j) apply for or coordinate the applicable Open Access, GNA or T-GNA approvals, wherever assigned under the Transaction Mandate;
k) coordinate with the concerned counterparty, CTU, STU, NLDC, RLDC, SLDC, RPC and other competent agencies in relation to the assigned Energy Banking Arrangement;
l) submit and monitor schedules during the banking and return periods and promptly report any rejection, curtailment, revision, short scheduling, corridor constraint or other operational issue to MPPMCL;
m) ensure that there is no discrepancy or ambiguity in the scheduling advice submitted to the concerned Load Despatch Centre;
n) maintain transaction-wise records of the energy scheduled by MPPMCL, energy returned by the counterparty, Premium Energy due and received, transmission losses, authorised adjustments and outstanding energy;
o) reconcile the energy accounts with MPPMCL and the concerned counterparty on a monthly basis or at such other frequency as specified in the Transaction Mandate;
p) assist in resolution of discrepancies relating to scheduling, energy accounting, short supply, outstanding energy or settlement;
q) submit periodic Transaction Status Reports, Scheduling Statements, Reconciliation Statements and the Final Transaction Closure Report; and
r) maintain complete records and audit trail of all communications, approvals, contracts, schedules, accounts and settlements relating to the assigned transaction.

6.2 The Trader shall act only within the authority granted through the Transaction Mandate and shall not:

a) bind MPPMCL to any commercial, operational or legal obligation without prior written approval;
b) accept, modify or waive any material condition on behalf of MPPMCL without authorization ;
c) commit any quantum, schedule, Premium Energy or delivery profile not approved by MPPMCL;
d) approach the same counterparty for an Energy Banking requirement assigned to another Empaneled Entity, unless specifically permitted by MPPMCL; or
e) assign or subcontract the Transaction Mandate without prior written approval of MPPMCL.

6.3 Final selection of the counterparty and approval of all commercial, operational and contractual terms shall rest solely with MPPMCL.

6.4 The Trader shall clearly disclose whether the proposed Energy Banking Arrangement shall be:

a) executed directly between MPPMCL and the selected counterparty, with the Trader providing transaction-facilitation support; or
b) routed through the Trader under simultaneous or back-to-back contracts for supply and return of power.

The transaction structure shall be finalised by MPPMCL and expressly recorded in the Transaction Mandate or Letter of Acceptance.

6.5 Where the Energy Banking Arrangement is routed through the Trader:

a) the Trader shall be a contracting intermediary and shall execute all requisite agreements with MPPMCL and the selected counterparty;
b) the Trader shall remain responsible for performance of its contractual and regulatory obligations;
c) the Trader shall ensure consistency between the contracts entered into with MPPMCL and the counterparty;
d) the Trader shall not sell or commit the same contracted energy to any other entity during the relevant period without prior consent of the affected contracting party; and
e) the applicable Trading Margin shall be payable on the scheduled quantity of energy in accordance with the RFP, the Transaction Mandate and the applicable CERC regulations.

6.6 Where MPPMCL elects to execute the Energy Banking Agreement directly with the counterparty, the Trader’s role, responsibility and entitlement to any Transaction Charge shall be limited to the activities expressly specified in the Transaction Mandate. No Trading Margin shall become payable merely on account of identification or introduction of the counterparty.

6.7 The Trader shall not charge or recover any fee, margin or other consideration from MPPMCL or the counterparty in relation to the same Energy Banking Arrangement, except as expressly disclosed in its proposal and approved by MPPMCL.

6.8 The Trader shall coordinate and facilitate resolution of all transaction-related operational, scheduling, energy-accounting, reconciliation and commercial disputes arising with the counterparty.

7. FINALISATION OF ENERGY BANKING ARRANGEMENT

7.1 MPPMCL shall have the sole right to accept, reject, modify or seek revision of any Energy Banking proposal submitted by an Empaneled Entity.

7.2 The applicable transaction route, responsibilities of the parties and approved commercial parameters shall be specified in the Transaction Mandate and the relevant Energy Banking Agreement.

7.3 No proposal shall be considered final and no commitment shall arise upon MPPMCL unless the terms have been approved and the relevant agreement has been executed by the authorised parties.

7.4 MPPMCL may finalise an Energy Banking Arrangement in whole or in part and shall not be bound to accept the entire quantum offered by any counterparty.

8. OPEN ACCESS, SCHEDULING AND ENERGY ACCOUNTING

8.1 Under an arrangement facilitated through an OTC Platform, responsibility for Open Access, scheduling, energy accounting, reconciliation and settlement shall be governed by the Energy Banking Agreement executed between MPPMCL and the selected counterparty.

8.2 Where an Energy Banking Arrangement is routed through an Inter-State Power Trader, the Trader shall undertake and coordinate all activities relating to Open Access, scheduling, energy accounting, reconciliation, liaisoning with the concerned Utilities/Load Despatch Centres and submission/follow-up of applications and approvals, to the extent specified in the Transaction Mandate and applicable agreements.

8.3 The Trader shall promptly inform MPPMCL of any rejection, curtailment, corridor constraint, short scheduling, non-scheduling or other material operational issue affecting the transaction.

8.4 Energy accounting and reconciliation shall be based on the implemented schedules and certified accounts issued by the concerned RLDC, SLDC, RPC or other competent authority, as applicable.

8.5 In case of any inconsistency, the certified accounts of the competent authority shall prevail.

8.6 MPPMCL shall reimburse scheduling charges payable on behalf of MPPMCL within 10 days, as per terms and conditions of Letter of intent (LoI).

9. TRANSACTION-WISE RECORDS AND RECONCILIATION

9.1 The Empaneled Entity shall maintain complete records of all activities undertaken pursuant to the Transaction Mandate.

9.2 Where applicable, the Inter-State Power Trader shall maintain transaction-wise records of:

a) energy scheduled during the banking period;
b) energy scheduled during the return period;
c) Premium Energy due and received;
d) transmission losses and authorized adjustments; and
e) outstanding or excess energy.

9.3 The Trader shall submit reconciliation statements at the frequency specified by MPPMCL and shall support resolution of any discrepancy with the concerned counterparty.

9.4 Upon completion of the banking and return cycle, the Trader shall submit a final transaction statement indicating the energy banked, energy returned, Premium Energy and outstanding balance, if any.

10. DELIVERABLES

The Empaneled Entity shall submit the following deliverables, as applicable to the assigned scope:

Sr. No.	Deliverable	Applicable Entity
1	Energy Banking Opportunity Note	OTC Platform / Trader
2	Comparative Statement of available proposals	OTC Platform / Trader
3	Platform listing and response report	OTC Platform
4	Term Sheet and draft transaction documents	Trader
5	Transaction Status Report	OTC Platform / Trader
6	Open Access and Scheduling Status	Trader

7	Energy Accounting and Reconciliation Statement	Trader
8	Final Transaction Closure Report	Trader
9	Transaction-wise MIS	OTC Platform / Trader

10.2 The format and timeline for submission of each deliverable shall be specified by MPPMCL through the Transaction Mandate or separate written instructions.

10.3 The Empaneled Entity shall promptly submit any clarification, supporting document or revised report sought by MPPMCL.

11. REPORTING AND COORDINATION

11.1 Each Empaneled Entity shall nominate a nodal officer for coordination with MPPMCL.

11.2 The Empaneled Entity shall keep MPPMCL informed of the status of each assigned requirement and promptly report any issue that may affect finalization or implementation of the transaction.

11.3 The Empaneled Entity shall attend meetings and provide transaction-related information as and when required by MPPMCL.

11.4 All material communication with a prospective counterparty in relation to an assigned requirement shall be properly recorded and made available to MPPMCL.

12. OBLIGATIONS OF EMPANELED ENTITY

The Empaneled Entity shall:

a) perform the assigned scope with due care, diligence and transparency;
b) comply with all applicable laws, regulations, licenses, registrations and approved Business Rules;
c) maintain confidentiality of MPPMCL's load profile, power position, transaction parameters and commercial information;
d) disclose any actual or potential conflict of interest;
e) not make any unauthorized commitment or representation on behalf of MPPMCL;
f) not assign or subcontract the Transaction Mandate without prior written approval of MPPMCL;
g) maintain a complete audit trail of the assigned activities; and
h) remain responsible for the accuracy of the information and documents submitted by it.

13. RIGHTS AND OBLIGATIONS OF MPPMCL

13.1 MPPMCL may:

a) communicate indicative or firm Energy Banking requirements;
b) approve, modify, defer or withdraw any requirement;
c) accept or reject any proposal without assigning any reason;
d) decide the transaction route and counterparty;
e) limit or revise the scope of any Transaction Mandate;
f) undertake Energy Banking directly with any Utility; and
g) assign different requirements to different Empaneled Entities.

13.2 MPPMCL shall provide such information and authorization as may be considered necessary for performance of an assigned Transaction Mandate.

13.3 MPPMCL shall not be liable for any expenditure incurred by an Empaneled Entity unless specifically approved in writing.

14. COMMERCIAL ENTITLEMENT

14.1 Mere identification of a counterparty, electronic listing of a requirement, submission of an offer or participation in discussions shall not create any right to payment.

14.2 The entitlement of an OTC Platform to Transaction Facilitation Fee and of an Inter-State Power Trader to Trading Margin shall be governed by Volume-IV, the Transaction Mandate and the applicable agreement.

14.3 No Transaction Charge shall be payable for a requirement that does not result in a successfully executed Energy Banking Arrangement.

14.4 Where an Energy Banking Arrangement is undertaken directly by MPPMCL without a Transaction Mandate, no Empaneled Entity shall have any claim in respect of such arrangement.

14.5 The Transaction Charge shall not be payable more than once for the same transaction or the same quantum of energy.

15. GENERAL CONDITIONS OF SCOPE

15.1 Empanelment shall not guarantee any minimum number of transactions, minimum quantum of energy or minimum business.

15.2 MPPMCL may modify, suspend or withdraw any Transaction Mandate prior to execution of the Energy Banking Agreement without any financial liability.

15.3 Failure of an Empaneled Entity to perform an assigned scope, comply with timelines or follow the instructions of MPPMCL may result in withdrawal of the Transaction Mandate, suspension of further assignments or termination of empanelment.

15.4 In case of any inconsistency between this Volume and a transaction-specific Transaction Mandate, the Transaction Mandate shall apply to the concerned transaction, provided it is consistent with the RFP, the Empanelment Agreement and applicable law.

VOLUME – IV COMMERCIAL FRAMEWORK AND PAYMENT TERMS

1. COMMERCIAL MODEL

1.1 The empanelment shall be on a transaction-based commercial model.

1.2 The Bidders shall quote the following Transaction Charge:

a) Trading Margin, in paise/kWh, in case of an Inter-State Power Trader; or
b) Transaction Facilitation Fee, in paise/kWh, in case of an OTC Platform Operator.

1.3 No minimum business, transaction or quantum of energy shall be guaranteed to any Empaneled Entity.

2. ACCEPTED TRANSACTION CHARGE

2.1 The category-wise Transaction Charge accepted by MPPMCL pursuant to the bidding process shall remain firm throughout the empanelment period.

2.2 The quoted Transaction Charge shall include all costs and expenses incurred by the Empaneled Entity in performing the Scope of Work, except the transaction-related charges expressly excluded under Clause 3 below.

2.3 Goods and Services Tax shall be payable additionally at the applicable rate, subject to submission of a valid tax invoice and compliance with applicable law.

2.4 No negative Transaction Charge shall be permitted.

2.5 The Trading Margin charged by an Inter-State Power Trader shall comply with the applicable CERC regulations.

The quoted Trading Margin shall represent the margin recoverable by the Trader from MPPMCL under the concerned Energy Banking Arrangement.

2.6 The Trader shall separately disclose any margin, fee or consideration proposed to be recovered from the counterparty in relation to the same Energy Banking Arrangement.

The cumulative Trading Margin recovered from MPPMCL and the counterparty shall remain within the applicable regulatory ceiling.

2.7 The Transaction Facilitation Fee quoted by an OTC Platform Operator shall:

a) be consistent with its applicable Business Rules;
b) constitute the complete fee payable by MPPMCL for the assigned platform-related scope; and
c) not be supplemented by any additional listing, platform, membership or transaction fee payable by MPPMCL.

3. NO FIXED OR ADDITIONAL CHARGES

Except for the applicable Transaction Charge and GST thereon, no amount shall be payable by MPPMCL towards:

a) joining fee;
b) membership fee;
c) annual or renewal fee;
d) platform subscription or listing fee;
e) processing or documentation fee;
f) retainership or fixed monthly charge;

g) travel or out-of-pocket expenses; or
h) any other fixed, recurring or additional charge.

Open Access charges, transmission charges, operating charges, application fees, transmission losses and other transaction-related statutory charges shall be dealt with separately under the concerned Transaction Mandate and Energy Banking Agreement and shall not form part of the Transaction Charge.

4. PAYMENT ENTITLEMENT

4.1 Mere identification of a counterparty, electronic listing of a requirement, submission of an offer, facilitation of discussions or issuance of a Transaction Mandate shall not create any right to payment.

4.2 The applicable Transaction Charge shall become payable only where:

a) the Energy Banking opportunity has been identified or facilitated pursuant to a valid Transaction Mandate;
b) the Energy Banking Arrangement has been approved by MPPMCL;
c) the applicable Energy Banking Agreement or contracts have been duly executed; and
d) scheduling of energy under the arrangement has commenced.

4.3 No Transaction Charge shall be payable where the proposed arrangement does not result in scheduling of energy.

4.4 Where only part of the return/import quantum is actually scheduled and drawn by MPPMCL, payment shall be limited to the actual Eligible Banking Energy.

4.5 Only the Empaneled Entity assigned the fee-bearing scope under the Transaction Mandate shall be entitled to the applicable Transaction Charge.

5. BASIS OF CALCULATION

5.1 For the purpose of payment, Eligible Banking Energy shall mean the total actual energy scheduled and drawn by MPPMCL during the return/import period under the concerned Energy Banking Arrangement, including the agreed Premium Energy, as certified or confirmed through the applicable energy-accounting mechanism and accepted by MPPMCL.

5.2 The Transaction Charge shall be calculated as follows:

Transaction Charge Payable (₹) = Eligible Banking Energy actually drawn/imported by MPPMCL (kWh) × Accepted Transaction Charge in paise/kWh ÷ 100

5.3 The Transaction Charge shall be applied only once on the Eligible Banking Energy actually drawn by MPPMCL during the return/import period and shall not be separately charged on:

a) energy supplied/banked by MPPMCL during the first leg of the Energy Banking Arrangement;
b) Premium Energy;
c) transmission losses;
d) energy not scheduled; or
e) energy pertaining to any arrangement undertaken directly by MPPMCL without a valid Transaction Mandate.

5.4 The actual energy scheduled and drawn by MPPMCL during the return/import period, as reflected in the certified energy accounts issued by the concerned RLDC, SLDC, RPC or other competent authority, as applicable, and accepted by MPPMCL, shall form the basis of payment.

In case of any inconsistency, the certified energy accounts of the competent authority shall prevail.

6. INVOICING AND PAYMENT

6.1 The Empaneled Entity may submit its invoice monthly or at such other frequency as specified in the Transaction Mandate.

6.2 The invoice shall be accompanied by:

a) reference to the Transaction Mandate;
b) reference to the executed Energy Banking Agreement or applicable contracts;
c) statement of Eligible Banking Energy certified or confirmed by MPPMCL;
d) calculation of the applicable Transaction Charge;
e) such supporting transaction or energy-accounting documents as may be applicable to the assigned scope; and
f) valid GST invoice and other statutory documents.

6.3 MPPMCL shall make payment of the admissible amount within 30 days from receipt of a complete and correct invoice along with all required supporting documents.

6.4 An incomplete or incorrect invoice may be returned for correction, and the payment period shall commence from the date of receipt of the complete and corrected invoice.

6.5 Acceptance or payment of an invoice shall not prevent MPPMCL from subsequently correcting or recovering any amount found to have been incorrectly invoiced or paid.

7. DEDUCTIONS AND RECOVERIES

7.1 MPPMCL may withhold any disputed amount while releasing the undisputed amount.

7.2 MPPMCL may deduct or adjust from amounts payable:

a) any excess or incorrect payment;
b) statutory deductions;
c) any loss, cost or liability attributable to breach, negligence or default of the Empaneled Entity; and
d) any other amount recoverable under the RFP, Transaction Mandate or Empanelment Agreement.

7.3 Any amount found to have been paid in excess shall be refunded by the Empaneled Entity within the period specified by MPPMCL or adjusted against subsequent invoices.

8. TAXES AND STATUTORY DEDUCTIONS

8.1 All taxes, duties and levies applicable to the Empaneled Entity, other than GST expressly payable by MPPMCL, shall be borne and discharged by the Empaneled Entity.

8.2 GST shall be paid by MPPMCL at the applicable rate, subject to compliance with GST laws and availability of eligible input tax credit, wherever applicable.

8.3 Tax Deducted at Source and other statutory deductions shall be made by MPPMCL in accordance with applicable law.

8.4 Any loss of input tax credit arising due to non-compliance, delayed filing, incorrect reporting or non-payment of tax by the Empaneled Entity may be recovered from amounts payable to it.

9. RECONCILIATION AND FINAL SETTLEMENT

9.1 The Transaction Charge shall be subject to final reconciliation of the Eligible Banking Energy actually drawn by MPPMCL during the return/import period on the basis of the certified energy accounts. Any difference between the provisionally invoiced and finally certified Eligible Banking Energy shall be adjusted in a subsequent invoice or final settlement statement.

Any difference between the provisionally invoiced and finally certified Eligible Banking Energy shall be adjusted in a subsequent invoice or the final settlement statement.

9.2 Reconciliation of return energy, Premium Energy and outstanding energy shall not alter the Transaction Charge calculated on Eligible Banking Energy, except where:

a) the Eligible Banking Energy itself is subsequently revised; or
b) otherwise specifically provided in the Transaction Mandate or applicable agreement.

9.3 Payment of the Transaction Charge shall not relieve the Empaneled Entity from completing the reporting, documentation, reconciliation or transaction-closure activities expressly assigned to it.

9.4 An OTC Platform Operator shall not be responsible for energy accounting, reconciliation of return energy or transaction closure, unless any specific reporting or record-related activity has been expressly assigned to it under the Transaction Mandate.

VOLUME – V GENERAL AND SPECIAL CONDITIONS OF EMPANELMENT

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

1.1 The empanelment shall be governed by:

a) applicable laws and regulations;
b) transaction-specific agreements;
c) Transaction Mandate;
d) Letter of Empanelment and Empanelment Agreement;
e) RFP, including corrigenda and clarifications; and
f) Bid submitted by the Empaneled Entity.

1.2 In case of inconsistency, the documents shall prevail in the order stated above.

2. EMPANELMENT PERIOD

2.1 The empanelment shall remain valid for **3 years** from the Effective Date, unless terminated earlier.

2.2 MPPMCL may extend the empanelment period on satisfactory performance and mutually agreed terms.

2.3 Empanelment shall be non-exclusive and shall not guarantee any minimum business or transaction.

3. PERFORMANCE SECURITY

3.1 The Empaneled Entity shall furnish an unconditional and irrevocable Performance Bank Guarantee of ₹**[1500000]** in the prescribed format within **[15] days** from issuance of the Letter of Empanelment.

3.2 The Performance Security shall remain valid up to three months beyond the empanelment period and shall be extended wherever the empanelment period is extended.

3.3 MPPMCL may invoke the Performance Security for breach, non-performance, misrepresentation, unauthorized action or any amount recoverable from the Empaneled Entity.

4. STATUS OF EMPANELED ENTITY

4.1 The Empaneled Entity shall act as an independent entity. Nothing in the RFP or Agreement shall create any partnership, joint venture, employment or agency relationship with MPPMCL.

4.2 The Empaneled Entity shall not represent or bind MPPMCL except to the extent specifically authorized through a Transaction Mandate.

4.3 No Transaction Mandate shall be assigned or subcontracted without prior written approval of MPPMCL.

5. CONTINUING ELIGIBILITY AND REGULATORY COMPLIANCE

5.1 The Empaneled Entity shall maintain the validity of its CERC license or registration throughout the empanelment period.

5.2 It shall comply with all applicable laws, regulations, orders, approved Business Rules and directions of competent authorities.

5.3 Any suspension, restriction, cancellation or material regulatory proceeding relating to its license or registration shall be reported to MPPMCL immediately.

5.4 Suspension or cancellation of the applicable license or registration may result in immediate suspension or termination of empanelment.

6. CONFIDENTIALITY AND DATA

6.1 The Empaneled Entity shall maintain confidentiality of all information relating to MPPMCL's load profile, power availability, Energy Banking requirements, commercial parameters and transactions.

6.2 Confidential information shall not be disclosed or used for any purpose other than performance of the assigned Transaction Mandate.

6.3 All transaction-specific records, reports and MIS prepared for MPPMCL shall be made available to MPPMCL and shall not be withheld on account of any dispute.

6.4 The Empaneled Entity shall maintain appropriate data-security safeguards and promptly report any unauthorized access, disclosure or security incident.

6.5 Confidentiality obligations shall survive expiry or termination of the empanelment.

7. CONFLICT OF INTEREST AND ETHICAL CONDUCT

7.1 The Empaneled Entity shall disclose any actual or potential conflict of interest relating to MPPMCL, a prospective counterparty or an assigned transaction.

7.2 It shall disclose any fee, margin, commission or consideration proposed to be received from another party in relation to the same transaction.

7.3 The Empaneled Entity shall not engage in fraudulent, corrupt, coercive, collusive or misleading practices.

7.4 MPPMCL may withdraw the Transaction Mandate or terminate the empanelment in case of undisclosed conflict of interest or unethical conduct.

8. RECORDS AND AUDIT

8.1 The Empaneled Entity shall maintain complete records and audit trail of all assigned activities, offers, communications, agreements, schedules, accounts and invoices.

8.2 Such records shall be preserved for at least **ten years** or for the longer period prescribed under applicable law.

8.3 MPPMCL or its authorized representative may inspect the records relating to an assigned transaction upon reasonable notice.

9. SUSPENSION AND WITHDRAWAL OF TRANSACTION MANDATE

9.1 MPPMCL may suspend an Empaneled Entity or withdraw a Transaction Mandate in case of:

a) delay or failure in performance;
b) unauthorized representation or commitment;
c) submission of incorrect or misleading information;
d) breach of confidentiality;
e) conflict of interest;
f) regulatory non-compliance; or
g) any action prejudicial to the interests of MPPMCL.

9.2 Suspension or withdrawal of a Transaction Mandate shall not entitle the Empaneled Entity to any compensation or loss of anticipated business.

10. TERMINATION OF EMPANELMENT

10.1 Termination for Default

MPPMCL may terminate the empanelment where the Empaneled Entity:

a) commits a material breach and fails to remedy it within the period specified by MPPMCL;
b) repeatedly fails to perform assigned Transaction Mandates;
c) furnishes false or misleading information;
d) becomes insolvent or enters liquidation;
e) is blacklisted or debarred;
f) loses or has suspended its applicable CERC license or registration; or
g) commits fraud, misconduct or serious regulatory violation.

Where the breach is incapable of remedy or requires immediate action in the interest of MPPMCL, termination may be effected without providing a cure period.

10.2 Termination for Convenience

MPPMCL may terminate the empanelment, in whole or in part, by giving **30 days' written notice**, without assigning any reason.

10.3 Consequences of Termination

Upon termination:

a) no new Transaction Mandate shall be issued;
b) the Empaneled Entity shall complete or transfer ongoing activities as directed by MPPMCL;
c) all documents, records and information shall be handed over to MPPMCL;
d) only undisputed and admissible Transaction Charges accrued up to the effective date shall be payable; and
e) no compensation shall be payable for loss of business, profit or opportunity.

Termination shall not affect rights and liabilities accrued prior to its effective date.

11. INDEMNITY

11.1 The Empaneled Entity shall indemnify and hold MPPMCL harmless against claims, losses, penalties, costs and liabilities arising from:

a) breach of the RFP, Transaction Mandate or Agreement;
b) negligence, misconduct or unauthorized representation;
c) violation of applicable law or regulatory requirements;
d) infringement of third-party rights; or
e) fraud or misrepresentation by the Empaneled Entity.

11.2 The indemnity shall not apply to the extent that the loss is directly attributable to the willful misconduct of MPPMCL.

12. LIMITATION OF MPPMCL'S LIABILITY

12.1 MPPMCL shall not be liable for any indirect, incidental, special or consequential loss, including loss of profit, business or opportunity.

12.2 MPPMCL's aggregate liability towards an Empaneled Entity shall not exceed the undisputed Transaction Charge payable for the concerned transaction.

12.3 MPPMCL shall not be liable for non-finalization of an opportunity, withdrawal of a Transaction Mandate or failure of a counterparty, except as expressly provided in an agreement executed by MPPMCL.

13. FORCE MAJEURE

13.1 "Force Majeure" means an event beyond the reasonable control of the affected Party that materially prevents performance of its obligations despite exercise of reasonable care.

13.2 Lack of market response, commercial unviability, financial difficulty, insufficiency of funds or default of a prospective counterparty shall not, by itself, constitute Force Majeure.

13.3 The affected Party shall promptly notify the other Party of the nature, expected duration and effect of the event and shall take reasonable steps to mitigate its impact and resume performance.

13.4 Force Majeure shall not excuse any payment, confidentiality, record-handover or other obligation that accrued before occurrence of the event.

13.5 Where the Force Majeure event continues for more than 30 days, MPPMCL may withdraw the affected Transaction Mandate or terminate the affected portion of the empanelment without liability.

13.6 Force Majeure affecting a transaction-specific Energy Banking Arrangement shall be governed by the concerned Energy Banking Agreement or simultaneous/back-to-back contracts.

14. CHANGE IN LAW OR REGULATORY FRAMEWORK

14.1 Any change in law, regulation, license condition or approved Business Rules affecting the assigned activities shall be promptly reported to MPPMCL.

14.2 MPPMCL may modify, suspend or discontinue the affected scope to maintain regulatory compliance.

14.3 No revision in Transaction Charge shall arise automatically on account of such change unless specifically agreed in writing by MPPMCL.

14.4 Notwithstanding anything contained in this RFP, empanelment and engagement of an OTC Platform Operator shall at all times be subject to the prevailing regulatory framework and applicable scheduling procedures.

If, at any time during the empanelment period, any regulation, order, direction or scheduling procedure prohibits, restricts or renders inadmissible an Energy Banking Arrangement identified or facilitated through an OTC Platform, MPPMCL may suspend further Transaction Mandates or terminate the empanelment of the concerned OTC Platform Operator without any liability.

No Transaction Charge shall be payable for any transaction which could not be implemented due to such regulatory restriction. For transactions already validly executed and under implementation, payment shall be limited to the Eligible Banking Energy actually drawn by MPPMCL and otherwise admissible under Volume - IV, subject to continuation of such transaction being legally permissible.

15. NOTICES

15.1 All notices and transaction-specific instructions shall be issued in writing through letter, e-mail or the designated electronic system.

15.2 Notices shall be sent to the authorised representatives specified in the Empanelment Agreement.

15.3 Any change in contact details shall be communicated promptly in writing.

16. DISPUTE RESOLUTION

16.1 The Parties shall first attempt to resolve any dispute through mutual discussions within 30 days from receipt of written notice of the dispute.

16.2 Subject to the statutory jurisdiction of CERC, the Appropriate Commission or any other competent authority, any contractual dispute remaining unresolved shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

16.3 The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties. Where the Parties fail to agree upon the arbitrator within 30 days, the arbitrator shall be appointed in accordance with Section 11 of the Arbitration and Conciliation Act, 1996.

16.4 The seat and venue of arbitration shall be Jabalpur, Madhya Pradesh, and the proceedings shall be conducted in English.

16.5 During pendency of a dispute, the Empaneled Entity shall continue performance of all undisputed obligations unless directed otherwise by MPPMCL.

17. GOVERNING LAW AND JURISDICTION

17.1 The RFP, empanelment and all Transaction Mandates shall be governed by the laws of India.

17.2 Subject to the arbitration provisions, courts at Jabalpur, Madhya Pradesh shall have exclusive jurisdiction.

18. MISCELLANEOUS

18.1 No amendment to the Empanelment Agreement shall be valid unless made in writing and accepted by the Parties. Transaction Mandates may be issued, modified, suspended or withdrawn by MPPMCL in accordance with the RFP.

18.2 Failure or delay by MPPMCL in exercising any right shall not operate as a waiver of that right.

18.3 If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18.4 Provisions relating to confidentiality, records, audit, indemnity, accrued payments, recoveries, dispute resolution and governing law shall survive expiry or termination of the empanelment.

VOLUME – VI TECHNICAL BID FORMS AND DOCUMENTARY REQUIREMENTS

1. GENERAL INSTRUCTIONS

1.1 The Bidder shall submit the Technical Bid online in the formats prescribed in this Volume.

1.2 The Bidder shall participate under only one of the following categories:

a) CERC Licensed Inter-State Power Trader; or
b) CERC Registered OTC Platform Operator.

1.3 All forms and supporting documents shall be duly signed by the authorized signatory of the Bidder.

1.4 The Technical Bid shall not contain any information relating to the Financial Bid or the quoted Transaction Charge.

1.5 Failure to submit any material document required for establishing eligibility may result in rejection of the Bid.

2. TECHNICAL BID DOCUMENT CHECKLIST

Sr. No.	Document	Form/Reference
1	Technical Bid Submission Letter (Bid Security / EMD payment proof or valid exemption document — As applicable)	Form T-1
2	Bidder Information	Form T-2
3	Valid CERC Trading License/OTC Platform Registration	Form T-3
4	Relevant Energy Banking Experience	Form T-4
5	Net Worth & Financial Information	Form T-5
6	Power of Attorney/Board Authorization	Form T-6
7	Declaration regarding Blacklisting, Insolvency and Regulatory Compliance	Form T-7
8	Conflict of Interest and Fee Disclosure	Form T-8
9	Acceptance of RFP Terms	Form T-9
10	Other supporting documents specified in the RFP	As applicable

FORM T-1: TECHNICAL BID SUBMISSION LETTER

To,

The Chief General Manager
MP Power Management Company Limited
Shakti Bhawan, Rampur
Jabalpur – 482008, Madhya Pradesh

Subject: Bid for Selection and Empanelment of Market Intermediaries for Facilitating Energy Banking Arrangements

Dear Sir/Madam,

Having examined the RFP, including all amendments, corrigenda and clarifications issued by MPPMCL, we hereby submit our Technical Bid for empanelment as:

☐ CERC Licensed Inter-State Power Trader
☐ CERC Registered OTC Platform Operator

We confirm that:

a) we fulfil the eligibility criteria specified in the RFP;
b) the information and documents submitted with the Bid are true, complete and correct;
c) our applicable CERC license/registration is valid and subsisting;
d) we agree to perform only those activities permissible under the applicable regulatory framework;
e) we have not included any financial quotation in the Technical Bid;
f) our Bid shall remain valid for the period specified in the Bid Data Sheet; and
g) we accept all terms and conditions of the RFP without reservation.
h) we have furnished the prescribed Bid Security or have submitted valid documentary evidence supporting exemption therefrom, as applicable.

Yours faithfully,

Authorized Signatory: ____________________
Name: ____________________
Designation: ____________________
Name of Bidder: ____________________
Date: ____________________
Seal: ____________________

FORM T-2: BIDDER INFORMATION

Particular	**Details**
Name of Bidder	
Category of Bidder	Inter-State Power Trader/OTC Platform Operator
Legal Status	
Date of Incorporation	
CIN/Registration Number	
Registered Office Address	
Correspondence Address	
PAN	
GSTIN	
Website	
Name of Authorised Signatory	
Designation	
E-mail	
Telephone/Mobile Number	
Name of Nodal Officer	
E-mail and Mobile Number of Nodal Officer	

Authorised Signatory: ______________________
Date: ______________________
Seal: ______________________

FORM T-3: REGULATORY CREDENTIALS

Particular	**Details**
Category	Inter-State Power Trader/OTC Platform Operator
CERC License/Registration Number	
Date of Grant	
Validity Period	
Category of Trading License, if applicable	
Date of Last Renewal, if applicable	
Details of any restriction or condition imposed by CERC	
Details of pending regulatory proceedings, if any	
Details of any suspension, revocation, cancellation or material adverse regulatory order during the preceding three years	

A copy of the valid CERC license or registration and copies of relevant regulatory orders, wherever applicable, shall be enclosed.

We confirm that the above license/registration is valid and is not under suspension as on the Bid Submission Due Date. We further undertake to maintain its validity throughout the empanelment period and promptly inform MPPMCL of any change in its status.

Authorised Signatory: ____________________
Date: ____________________
Seal: ____________________

FORM T-4: ENERGY BANKING EXPERIENCE

The Bidder shall provide details of experience applicable to its category during the period specified in the eligibility criteria:

a) Energy Banking Arrangements executed as an Inter-State Power Trader; or
b) Energy Banking requirements electronically listed or facilitated as an OTC Platform Operator.

Sr. No.	Client/Utility	Counterparty	Banking Period	Return Period	Quantum (MW/MU)	Role of Bidder	Year	Supporting Document
1								
2								
3								

Supporting documents may include:

a) agreements or contracts;
b) work orders or transaction mandates;
c) client certificates;
d) platform transaction reports; or
e) any other document clearly establishing the Bidder's role and completion of the Energy Banking Arrangement.

Authorised Signatory: ____________________
Date: ____________________
Seal: ____________________

FORM T-5: FINANCIAL INFORMATION

Particular	**Value**
Financial Year	
Net Worth	
Whether Net Worth is Positive	Yes/No

The Bidder shall enclose:

a) audited financial statements for the latest audited financial year; and
b) a certificate from a Chartered Accountant confirming the Net Worth as on the close of the latest audited financial year.

Authorised Signatory: ____________________
Date: ____________________
Seal: ____________________

FORM T-6: POWER OF ATTORNEY/AUTHORIZATION

The Bidder shall submit a duly executed Power of Attorney or Board Resolution authorising the person signing the Bid to:

a) sign and submit the Bid;
b) provide clarifications and documents;
c) participate in meetings and discussions;
d) receive communications from MPPMCL; and
e) execute the Letter of Empanelment and Empanelment Agreement.

The authorization shall remain valid until completion of the bidding process and execution of the Empanelment Agreement.

FORM T-7: DECLARATION REGARDING BLACKLISTING, INSOLVENCY AND REGULATORY COMPLIANCE

We hereby declare that, as on the Bid Submission Due Date:

a) we have not been blacklisted or debarred by any Central or State Government Department, Public Sector Undertaking, Regulatory Commission or Government Utility;
b) we are not under liquidation, insolvency, bankruptcy or similar proceedings;
c) our applicable CERC license or registration is valid and is not under suspension;
d) details of any suspension, revocation, cancellation or material adverse regulatory order relating to our license or registration during the preceding three years have been fully disclosed in Form T-3;
e) no material fact relating to our eligibility has been concealed; and
f) we shall immediately inform MPPMCL of any change affecting our eligibility, financial condition or regulatory status.

In case any information furnished herein is found to be false, misleading or materially incomplete, MPPMCL may reject our Bid or terminate our empanelment, without prejudice to its other rights under the RFP and applicable law.

Authorised Signatory: ____________________
Date: ____________________
Seal: ____________________

FORM T-8: CONFLICT OF INTEREST AND FEE DISCLOSURE

We hereby confirm that:

a) we do not have any actual or potential conflict of interest that may affect our ability to perform the proposed engagement impartially;
b) any existing commercial relationship with a prospective Energy Banking counterparty shall be disclosed to MPPMCL before undertaking the concerned Transaction Mandate;
c) we shall disclose any fee, Trading Margin, commission or other consideration proposed to be received from the counterparty or any other person in relation to the same Energy Banking Arrangement;
d) we shall not receive any undisclosed fee, margin, commission or consideration in relation to an assigned Energy Banking Arrangement;
e) where we are an Inter-State Power Trader, the cumulative Trading Margin recovered from MPPMCL and the counterparty shall remain within the applicable CERC ceiling; and
f) we shall not undertake any activity that may prejudice the commercial, operational or regulatory interests of MPPMCL.
g) Details of any existing or potential conflict of interest:____
____
____

☐ Not Applicable

Authorised Signatory: ____________________
Date: ____________________
Seal: ____________________

FORM T-9: ACCEPTANCE OF RFP TERMS

We hereby confirm that:

a) we have examined the complete RFP, including all corrigenda and clarifications;
b) we accept the Scope of Work, Commercial Framework and Conditions of Empanelment;
c) we agree that empanelment shall not guarantee any minimum business or transaction;
d) we shall act only pursuant to a written Transaction Mandate issued by MPPMCL;
e) we shall not make any unauthorised commitment or representation on behalf of MPPMCL;
f) we shall maintain confidentiality of all information received from MPPMCL; and
g) we shall furnish the required Performance Security and execute the Empanelment Agreement within the prescribed period, if selected.

Authorised Signatory: ____________________
Name: ____________________
Designation: ____________________
Date: ____________________
Seal: ____________________

3. CLARIFICATION AND VERIFICATION

3.1 MPPMCL may seek clarifications or additional supporting documents during evaluation of the Technical Bid.

3.2 No clarification shall be permitted to materially alter the Bid or cure a fundamental eligibility deficiency existing on the Bid Submission Due Date.

3.3 MPPMCL may independently verify any license, registration, experience certificate, financial document or declaration submitted by the Bidder.

3.4 Submission of false, misleading or materially incomplete information shall render the Bid liable for rejection and may result in further action in accordance with the RFP.

VOLUME – VII FINANCIAL BID

1. GENERAL INSTRUCTIONS

1.1 The Financial Bid shall be submitted online only in the prescribed BOQ format.

1.2 The Bidder shall submit the Financial Bid under only one of the following categories:

a) CERC Licensed Inter-State Power Trader; or
b) CERC Registered OTC Platform Operator.

1.3 The Financial Bid shall contain only the applicable Transaction Charge. Any condition, qualification, alternative quote or additional commercial proposal may render the Bid liable for rejection.

1.4 The quoted Transaction Charge shall remain firm throughout the empanelment period.

1.5 Goods and Services Tax shall be payable additionally at the applicable rate, subject to submission of a valid tax invoice and compliance with applicable law.

2. FINANCIAL QUOTE

FORM F-1: FINANCIAL BID

Name of Bidder: ____

Category of Bidder:

☐ CERC Licensed Inter-State Power Trader
☐ CERC Registered OTC Platform Operator

Sr. No.	Particular	Unit	Quoted Rate
1	Applicable Transaction Charge: Trading Margin for a CERC Licensed Inter-State Power Trader or Transaction Facilitation Fee for a CERC Registered OTC Platform Operator	Paise/kWh	___________

Quoted Rate in Words:
____

3. DECLARATION

We hereby confirm that:

a) the above quoted rate is inclusive of all costs and expenses required for performance of the Scope of Work;

b) no separate amount shall be claimed towards joining fee, membership fee, annual fee, renewal fee, platform subscription or listing fee, processing fee, documentation fee, retainership, travel expenses or any other fixed, recurring or additional charge;

c) Goods and Services Tax shall be payable additionally at the applicable rate, subject to submission of a valid tax invoice and compliance with applicable law;

d) the quoted rate shall remain firm throughout the empanelment period;

e) where we are an Inter-State Power Trader:
   - I. the quoted Trading Margin represents the maximum margin recoverable by us from MPPMCL;
   - II. the quoted Trading Margin shall comply with the applicable CERC regulations;
   - III. any margin, fee or consideration proposed to be recovered from the counterparty shall be separately disclosed before finalization of the concerned Energy Banking Arrangement; and
   - IV. the cumulative Trading Margin recovered from MPPMCL and the counterparty shall remain within the applicable regulatory ceiling;

f) where we are an OTC Platform Operator:
   - I. the quoted Transaction Facilitation Fee is consistent with our applicable Business Rules; and
   - II. no additional platform, listing, membership or transaction-related fee shall be recovered from MPPMCL;

g) payment shall be admissible only in accordance with Volume–IV of the RFP and the applicable Transaction Mandate;

h) no Transaction Charge shall be claimed merely for identification of a counterparty, electronic listing, submission of an offer, facilitation of discussions or issuance of a Transaction Mandate;

i) the Transaction Charge shall be applied only once on the Eligible Banking Energy; and

j) where more than one Empaneled Entity is involved in the same Energy Banking Arrangement, no duplicate or overlapping Transaction Charge shall be claimed unless specifically approved by MPPMCL in the Transaction Mandate.

Authorised Signatory: ______________________________

Name: ____

Designation: ______________________________________

Date: ____

Seal: ____

4. FINANCIAL BID EVALUATION

4.1 Financial Bids shall be evaluated separately for:

a) CERC Licensed Inter-State Power Traders; and
b) CERC Registered OTC Platform Operators.

4.2 The technically qualified Bidder quoting the lowest Transaction Charge in the respective category shall be declared the category-wise L1 Bidder.

4.3 MPPMCL may invite other technically qualified Bidders in the respective category to unconditionally match the category-wise L1 Transaction Charge. Only those Bidders accepting the category-wise L1 Transaction Charge within the period specified by MPPMCL may be considered for empanelment.

4.4 Where the quoted rate is entered in both figures and words and there is a discrepancy, the rate entered in words shall prevail, subject to the functionality and rules of the e-procurement portal.

4.5 MPPMCL may assess the reasonableness of the quoted rate and may seek justification were considered necessary.

4.6 No Bidder shall have any right to empanelment merely on account of being declared L1.

5. BASIS OF PAYMENT

5.1 The applicable Transaction Charge shall be calculated on the Eligible Banking Energy in accordance with Volume-IV.

5.2 The Transaction Charge shall be applied only once on the Eligible Banking Energy actually drawn by MPPMCL during the return/import period and shall not be applied on:

a) energy supplied/banked by MPPMCL during the first leg;
b) transmission losses;
c) unscheduled energy; or
d) any transaction undertaken directly by MPPMCL without a valid Transaction Mandate.

5.3 Payment shall be subject to submission of a valid invoice, statement of Eligible Banking Energy and such certified energy accounts, platform records or other supporting documents as may be applicable to the category of the Empaneled Entity and the assigned scope.

ANNEXURES

ANNEXURE–A: DRAFT EMPANELMENT AGREEMENT

This Empanelment Agreement ("Agreement") is executed on this ___ day of __________ 20___ at Jabalpur, Madhya Pradesh.

BETWEEN

MP Power Management Company Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Shakti Bhawan, Rampur, Jabalpur - 482008, Madhya Pradesh, hereinafter referred to as "MPPMCL", which expression shall, unless repugnant to the context, include its successors and permitted assigns;

AND

M/s ___________________________, a company incorporated under the Companies Act, ______ and having its registered office at ___________________________, holding:

☐ a valid CERC Inter-State Trading License; or

☐ a valid CERC registration as an OTC Platform Operator,

hereinafter referred to as the "Empaneled Entity", which expression shall, unless repugnant to the context, include its successors and permitted assigns.

MPPMCL and the Empaneled Entity are individually referred to as a "Party" and collectively as the "Parties".

1. PURPOSE

MPPMCL has selected the Empaneled Entity pursuant to the RFP for Selection and Empanelment of CERC-Registered OTC Platform Operators and CERC-Licensed Inter-State Power Traders for Facilitating Energy Banking Arrangements.

The Empaneled Entity agrees to undertake the activities assigned by MPPMCL in accordance with this Agreement, the RFP and the Transaction Mandates issued from time to time.

2. CONTRACT DOCUMENTS

2.1 The empanelment shall be governed by:

a) applicable laws, regulations, orders and statutory directions;
b) transaction-specific Energy Banking Agreement(s) or simultaneous/back-to-back contracts, to the extent applicable;
c) Transaction Mandates;
d) Empanelment Agreement;
e) Letter of Empanelment;
f) RFP, including all addenda, corrigenda and clarifications; and
g) Bid submitted by the Empaneled Entity.

2.2 In case of any inconsistency, the above documents shall prevail in the order stated.

3. EMPANELMENT PERIOD

3.1 The empanelment shall remain valid for a period of 3 **years** from the Effective Date, unless terminated earlier in accordance with the RFP.

3.2 MPPMCL may extend the empanelment period on satisfactory performance and mutually agreed terms.

3.3 Empanelment shall be non-exclusive and shall not guarantee any minimum business, transaction or quantum of energy.

4. SCOPE OF ENGAGEMENT

4.1 The Empaneled Entity shall undertake only those activities:

a) permissible under its applicable CERC license or registration; and

b) expressly assigned through a written Transaction Mandate.

4.2 The Scope of Work shall be governed by Volume–III of the RFP.

4.3 The Empaneled Entity shall not make any commitment or representation on behalf of MPPMCL except to the extent specifically authorised in writing.

5. TRANSACTION CHARGE

5.1 The Transaction Charge applicable to the Empaneled Entity shall be:

a) Trading Margin of _____ paise/kWh, where the Empaneled Entity is an Inter-State Power Trader; or
b) Transaction Facilitation Fee of _____ paise/kWh, where the Empaneled Entity is an OTC Platform Operator.

5.2 Only the Transaction Charge applicable to the category of the Empaneled Entity shall apply. The accepted Transaction Charge shall remain firm throughout the empanelment period.

5.3 The Transaction Charge shall include all costs and expenses incurred by the Empaneled Entity in performing the Scope of Work. GST shall be payable additionally in accordance with applicable law.

5.4 No joining fee, membership fee, annual or renewal fee, platform subscription or listing fee, processing fee, documentation fee, retainership or any other fixed, recurring or additional charge shall be payable by MPPMCL.

5.5 An Inter-State Power Trader shall disclose any margin, fee or consideration proposed to be recovered from the counterparty. The cumulative Trading Margin shall remain within the applicable CERC ceiling.

5.6 Payment shall be governed by Volume–IV of the RFP and the concerned Transaction Mandate.

6. PERFORMANCE SECURITY

The Empaneled Entity shall furnish and maintain a valid Performance Bank Guarantee of ₹__________ in accordance with Volume–V of the RFP.

7. OBLIGATIONS OF THE EMPANELED ENTITY

The Empaneled Entity shall:

a) maintain the validity of its applicable CERC license or registration;
b) comply with applicable laws, the RFP and Transaction Mandates;

c) perform assigned activities diligently and within stipulated timelines;
d) maintain confidentiality and complete transaction records;
e) disclose any conflict of interest or third-party fee or margin;
f) promptly report any regulatory, commercial or operational issue affecting an assigned transaction; and
g) not assign or subcontract any Transaction Mandate without prior written approval of MPPMCL.

8. SUSPENSION AND TERMINATION

Suspension, withdrawal of Transaction Mandate and termination of empanelment shall be governed by Volume–V of the RFP.

Termination shall not affect any right or liability accrued before its effective date.

9. INDEMNITY AND LIABILITY

Indemnity and limitation of liability shall be governed by Volume–V of the RFP.

The Empaneled Entity shall remain responsible for any unauthorised representation, negligence, regulatory violation or breach attributable to it.

10. CONFIDENTIALITY AND RECORDS

Confidentiality, data protection, retention of records and audit obligations shall be governed by Volume–V of the RFP.

All transaction-specific records shall be provided to MPPMCL whenever required.

11. DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved in accordance with Volume–V of the RFP.

12. NOTICES

Notices shall be issued in writing to the authorised representatives stated below:

For MPPMCL

Name: ____________________________
Designation: ______________________
Address: __________________________
E-mail: ___________________________

For the Empaneled Entity

Name: ____________________________
Designation: ______________________
Address: __________________________
E-mail: ___________________________

13. EXECUTION

This Agreement is executed in two originals, one for each Party. Applicable stamp duty and execution expenses shall be borne by the Empaneled Entity.

For MPPMCL

Signature: ________________________
Name: ____________________________
Designation: ______________________
Date: _____________________________
Seal: _____________________________

For the Empaneled Entity

Signature: ________________________
Name: ____________________________
Designation: ______________________
Date: _____________________________
Seal: _____________________________

Witnesses

1. Signature: ______________________
   Name and Address: ______________

2. Signature: ______________________
   Name and Address: ______________

ANNEXURE–B: FORMAT OF TRANSACTION MANDATE

A. BASIC INFORMATION

Particular	Details
Transaction Mandate No.	
Date of Issue	
Name of Empaneled Entity	
Category	Inter-State Power Trader/OTC Platform Operator
Nature of Requirement	Indicative/Firm
Validity of Mandate	
Nodal Officer, MPPMCL	
Nodal Officer, Empaneled Entity	

B. ENERGY BANKING REQUIREMENT

Particular	Details
Indicative/Firm Quantum	_____ MW/_____ MU
Minimum Acceptable Quantum	
Banking Period	
Banking Profile	RTC/Peak/Off-Peak/Specified Time Blocks
Return Period	
Return Profile	RTC/Peak/Off-Peak/Specified Time Blocks
Expected/Minimum Premium Energy	
Banking Delivery Point	
Return Delivery Point	
Required Offer Validity	
Other Conditions	

C. TRANSACTION ROUTE

☐ OTC Platform Route

☐ Trader-facilitated direct agreement between MPPMCL and counterparty

☐ Transaction routed through Trader under simultaneous/back-to-back contracts

Note: Where the Energy Banking Agreement is executed directly between MPPMCL and the counterparty, no Trading Margin shall be payable merely for identification, introduction or facilitation by the Trader. Trading Margin shall be payable only where admissible in accordance with Volume–III and Volume–IV of the RFP.

D. ACTIVITIES ASSIGNED

☐ Electronic listing of requirement
☐ Identification of prospective counterparties
☐ Collection of indicative offers
☐ Collection of firm offers
☐ Comparative statement

☐ Facilitation of meetings and communication
☐ Commercial discussions within approved limits
☐ Preparation of term sheet
☐ Preparation of transaction agreements
☐ Open Access coordination
☐ Scheduling coordination
☐ Energy accounting and reconciliation
☐ Transaction closure support
☐ Other: ___________________________

E. COMMERCIAL AND OPERATIONAL PARAMETERS

Particular	Details
Permitted Negotiation Limits	
Responsibility for Open Access	
Responsibility for Scheduling	
Transmission Charges and Losses	
Treatment of Curtailment/Short Scheduling	
Treatment of Outstanding Energy	
Payment-Security Requirement	
Fee-bearing Empaneled Entity	
Category of Transaction Charge	Trading Margin/Transaction Facilitation Fee
Applicable Transaction Charge	_____ paise/kWh
Margin/Fee recoverable from counterparty, if any	
Cumulative Trading Margin and compliance with applicable CERC ceiling	
Whether more than one Empaneled Entity is involved	Yes/No
Other Conditions	

Unless specifically approved in this Transaction Mandate, only one Empaneled Entity shall be entitled to a Transaction Charge on the same Eligible Banking Energy. No duplicate or overlapping claim shall be admissible.

F. DELIVERABLES AND TIMELINES

Deliverable	Timeline
Opportunity Note/Platform Listing	
Comparative Statement	
Term Sheet, if applicable	
Draft Agreement, if applicable	
Periodic Status Report	
Reconciliation/Closure Report	

G. SPECIAL CONDITIONS

- The Empaneled Entity shall act strictly within the scope and authority granted under this Transaction Mandate.

- No commitment, offer, acceptance, representation or modification of any commercial or operational term shall be made on behalf of MPPMCL without its prior written approval.
- The Empaneled Entity shall maintain confidentiality of the requirement, power position, commercial parameters and all transaction-related information shared by MPPMCL.
- The Empaneled Entity shall immediately disclose any actual or potential conflict of interest, including any commercial relationship with the prospective counterparty.
- The applicable Transaction Charge shall be payable only in accordance with Volume-IV of the RFP and shall not become admissible merely upon identification, listing or introduction of a prospective counterparty.
- All material communications, offers, revised offers, approvals and discussions relating to the assigned requirement shall be properly recorded and made available to MPPMCL.
- The Empaneled Entity shall promptly report any material issue affecting the proposed transaction, including withdrawal of offer, change in quantum, corridor constraint, scheduling difficulty, regulatory issue or counterparty-related concern.
- MPPMCL may modify, suspend or withdraw this Transaction Mandate at any time before execution of the Energy Banking Agreement without any financial liability.
- The Transaction Mandate shall automatically expire upon:
  a) expiry of its specified validity period;
  b) withdrawal by MPPMCL;
  c) execution of the relevant Energy Banking Agreement, unless further activities are expressly assigned; or
  d) closure of the requirement by MPPMCL.
- Any transaction-specific condition stated below shall form an integral part of this Transaction Mandate: ____

H. AUTHORIZATION

The Empaneled Entity is authorised to undertake only the activities expressly specified in this Transaction Mandate.

Issuance of this Transaction Mandate shall not constitute:

a) acceptance of any prospective counterparty or proposal;
b) approval of any commercial or operational term;
c) commitment by MPPMCL to conclude an Energy Banking Arrangement; or
d) guarantee of payment of any Transaction Charge.

The Transaction Mandate shall be read together with the RFP and the Empanelment Agreement. In case of any inconsistency, the provisions of the RFP and the Empanelment Agreement shall prevail.

Issued by MPPMCL

Signature: ______________________
Name: __________________________
Designation: ____________________
Date: ___________________________

Acknowledged by Empaneled Entity

Signature: ______________________
Name: __________________________

Designation: ______________________
Date: ______________________________

ANNEXURE–C: FORMAT OF PERFORMANCE BANK GUARANTEE

Bank Guarantee No.: __________________
Date: ________________________________
Amount: ₹____________________________
Validity: ______________________________
Claim Period: _________________________

To,

MP Power Management Company Limited
Shakti Bhawan, Rampur
Jabalpur–482008, Madhya Pradesh

PERFORMANCE BANK GUARANTEE

Whereas MP Power Management Company Limited ("MPPMCL") has issued Letter of Empanelment No. __________ dated __________ to M/s __________________________ ("Empaneled Entity") for empanelment as a Market Intermediary for facilitating Energy Banking Arrangements;

And whereas the Empaneled Entity is required to furnish a Performance Security of ₹__________ under the RFP and Empanelment Agreement;

We, ________________________ Bank, being a Scheduled Commercial Bank acceptable to MPPMCL, having our registered office at ________________________ and branch office at ______________, **hereby irrevocably and unconditionally guarantee payment to MPPMCL of an amount not exceeding ₹** upon receipt of its first written demand.

We undertake to pay the amount demanded by MPPMCL without demur, protest, reference to or consent of the Empaneled Entity and without requiring MPPMCL to establish or prove the grounds for its demand.

Any demand made by MPPMCL shall be conclusive and binding upon the Bank, notwithstanding any dispute between MPPMCL and the Empaneled Entity or any proceeding pending before any court, tribunal or arbitrator.

The Bank agrees that:

a) MPPMCL may amend or extend the RFP, Empanelment Agreement or empanelment period without affecting this Guarantee;
b) this Guarantee shall not be discharged by any change in the constitution of MPPMCL, the Empaneled Entity or the Bank;
c) MPPMCL may invoke this Guarantee in whole or in part;
d) this Guarantee shall remain irrevocable during its validity; and
e) this Guarantee shall not be revoked without prior written consent of MPPMCL.
f) this Guarantee shall be enforceable and payable at Jabalpur, Madhya Pradesh;
g) the validity and claim period of this Guarantee shall be extended where the empanelment period or completion of an ongoing Transaction Mandate is extended beyond its validity; and
h) the Bank shall transmit confirmation of issuance and subsequent amendment of this Guarantee through SFMS or such other verification mechanism as may be prescribed by MPPMCL.

Notwithstanding anything contained herein:

1. our total liability under this Guarantee shall not exceed ₹__________;

2. this Guarantee shall remain valid up to __________; and
3. we shall be liable to pay only where a written demand is received by us on or before __________.

For and on behalf of the Bank

Signature: ______________________
Name: __________________________
Designation: ____________________
Employee Code: _________________
Branch: ________________________
Bank Seal: ______________________

ANNEXURE–D: ENERGY BANKING OPPORTUNITY AND COMPARATIVE STATEMENT

PART–A: ENERGY BANKING OPPORTUNITY

Sr. No.	Particular	Details
1	Name and legal status of the proposed counterparty	
2	Nature of proposal	Indicative/Firm
3	Quantum offered	_____ MW / _____ MU
4	Minimum acceptable quantum, if any	
5	Banking period and daily/time-block profile	
6	Return period and daily/time-block profile	
7	Banking return ratio/Premium Energy	
8	Delivery point for banking	
9	Delivery point for return	
10	Proposed Scheduling Entity	
11	Responsibility for applying for Open Access/GNA/T-GNA, as applicable	
12	Allocation of transmission charges, operating charges, application fees and transmission losses during the banking period	
13	Allocation of transmission charges, operating charges, application fees and transmission losses during the return period	
14	Treatment of curtailment, short supply, short scheduling and non-scheduling	
15	Energy-accounting and reconciliation mechanism	
16	Payment-security requirement, if any	
17	Proposed transaction structure	OTC Platform Route/Trader-facilitated Direct Agreement/Trader-routed Arrangement
18	Applicable Transaction Charge	_____ paise/kWh
19	Margin, fee or consideration proposed to be recovered from the counterparty, if any	
20	Cumulative Trading Margin and compliance with applicable CERC ceiling, in case of Trader	
21	Fee-bearing Empaneled Entity	

Sr. No.	Particular	Details
22	Offer validity	
23	Material conditions and deviations	
24	Key risks	

STATUS OF INFORMATION

☐ Confirmed by the proposed counterparty
☐ Indicative market information
☐ Based on assumptions of the Empaneled Entity
☐ Subject to further discussion or confirmation

SUPPORTING DOCUMENTS/COMMUNICATIONS ENCLOSED

____
____

Authorised Signatory: ___________________________
Name: ____
Designation: ___________________________________
Date: ____

PART–B: COMPARATIVE STATEMENT OF ENERGY BANKING PROPOSALS

Parameter	Proposal–1	Proposal–2	Proposal–3
Name and legal status of counterparty			
Indicative/Firm proposal			
Quantum in MW/MU			
Minimum acceptable quantum			
Banking period and profile			
Return period and profile			
Banking return ratio/Premium Energy			
Banking delivery point			
Return delivery point			
Proposed Scheduling Entity			

Parameter	**Proposal–1**	**Proposal–2**	**Proposal–3**
Open Access/GNA/T-GNA responsibility			
Banking-period charges and losses			
Return-period charges and losses			
Treatment of curtailment, short supply and non-scheduling			
Energy-accounting and reconciliation mechanism			
Payment-security requirement			
Proposed transaction structure			
Applicable Transaction Charge			
Offer validity			
Material conditions and deviations			
Key risks			
Margin/Fee recoverable from counterparty			
Cumulative Trading Margin and regulatory compliance			
Fee-bearing Empaneled Entity			

REMARKS OF THE EMPANELED ENTITY

____
____

Submission of an opportunity or comparative statement shall not constitute its acceptance. The final selection of the counterparty, transaction structure and commercial and operational terms shall rest solely with MPPMCL.

Authorised Signatory: ___________________________
Name: ____
Designation: ___________________________________
Date: ____

ANNEXURE–E: MONTHLY TRANSACTION MIS

Reporting Month: ___________________________

Name of Empaneled Entity: ____

Category:

☐ CERC Registered OTC Platform Operator
☐ CERC Licensed Inter-State Power Trader

Name of Nodal Officer: ____

Date of Submission: ____

Fields not applicable to the concerned category or Transaction Mandate shall be marked as "N.A."

1. TRANSACTION MANDATE STATUS

Sr. No.	Transaction Mandate No. and Date	Nature of Requirement	Indicative/Firm Quantum (MW/MU)	Banking Period and Profile	Return Period and Profile	Mandate Validity	Current Status
1							
2							

2. OPPORTUNITY IDENTIFICATION AND FINALISATION STATUS

Sr. No.	Transaction Mandate No.	Counterparties Identified	Offers Received	Quantum Offered (MW/MU)	Premium Energy/Return Ratio	Proposed Transaction Route	Selected Counterparty, if any	Current Stage	Next Action
1									
2									

3. OTC PLATFORM ACTIVITY

Applicable to OTC Platform Operators.

Sr. No.	Transaction Mandate No.	Date of Listing	Listing Validity	Participants to whom Requirement was	Number of Responses Received	Indicative/Firm Responses	Date of Submission of Platform Report	Status

				Disseminated				
1								
2								

Platform Records Provided to MPPMCL

☐ Listing details
☐ Offers and revised offers
☐ Clarifications and communications
☐ Comparative statement
☐ Complete audit trail
☐ Other: ________________________________

4. TRANSACTION FINALISATION STATUS

Sr. No.	Transaction Mandate No.	Counterparty	Transaction Route	Approved Quantum (MW/MU)	Banking Period	Return Period	Premium Energy	Term Sheet Status	Agreement Status	Expected Commencement Date
1										
2										

5. OPEN ACCESS AND SCHEDULING STATUS

Applicable where such activities are assigned to the Inter-State Power Trader.

Sr. No.	Transaction Mandate No.	Open Access/GNA/T-GNA Applicant	Application/Approval Status	Scheduling Entity	Scheduled Quantum During Month (MU)	Curtailment/Short Scheduling, if any	Pending Issue
1							
2							

6. ENERGY BANKING AND RETURN STATUS

Applicable to transactions under implementation.

Sr. No.	Transaction Mandate No.	Counter party	Contracted Banking Energy (MU)	Energy Banked During Month (MU)	Cumulative Energy Banked (MU)	Energy Due for Return including Premium (MU)	Energy Returned During Month (MU)	Cumulative Energy Returned (MU)	Outstanding/ Excess Energy (MU)
1									
2									

7. ENERGY ACCOUNTING AND RECONCILIATION STATUS

Sr. No.	Transaction Mandate No.	Period of Account	Source of Certified Energy Account	Reconciliation Status	Disputed/Unmatched Energy, if any	Reason for Difference	Corrective Action and Timeline
1							
2							

8. COMMERCIAL AND INVOICE STATUS

Sr. No.	Transaction Mandate No.	Category of Transaction Charge	Eligible Banking Energy (kWh)	Accepted Transaction Charge (Paise/kWh)	Invoice Amount excluding GST
1		Trading Margin/Transaction Facilitation Fee			
2					

The Transaction Charge reported above is the category-wise rate accepted by MPPMCL. No additional fixed, recurring or transaction-related charge has been claimed from MPPMCL.

9. MATERIAL ISSUES, RISKS AND SUPPORT REQUIRED

Sr. No.	Transaction Mandate No.	Issue/Risk	Impact on Transaction	Action Taken by Empaneled Entity	Support/Decision Required from MPPMCL	Required By
1						
2						

10. SUMMARY FOR THE REPORTING MONTH

Particular	Details
Number of active Transaction Mandates	
Number of Energy Banking opportunities identified	
Number of offers received	
Number of arrangements finalised	
Total energy banked during the month (MU)	
Total energy returned during the month (MU)	
Cumulative outstanding energy (MU)	
Total Transaction Charge invoiced during the month	
Number of material issues pending	

11. DECLARATION

We confirm that:

a) the information furnished in this MIS is true and complete to the best of our knowledge;
b) the reported energy figures are based on available schedules and certified energy accounts, wherever applicable;
c) all material developments, deviations and risks relating to the assigned Transaction Mandates have been disclosed; and
d) supporting records shall be provided to MPPMCL as and when required.

Authorised Signatory: ______________________________

Name: ____

Designation: _______________________________________

Date: ____

Seal: ____

ANNEXURE–F: FINAL TRANSACTION CLOSURE REPORT

Applicable to Inter-State Power Trader

An OTC Platform Operator shall not be responsible for energy accounting, reconciliation of return energy or final transaction closure. Platform-related completion status and records shall be reported through Annexure–E.

1. TRANSACTION DETAILS

Particular	Details
Transaction Mandate No.	
Transaction Route	
Counterparty	
Agreement Date	
Banking Period	
Return Period	
Premium Energy	
Delivery Points	

2. FINAL ENERGY POSITION

Particular	Energy in MU
Total Energy Banked	
Premium Energy Due	
Total Energy Required to be Returned	
Total Energy Actually Returned	
Outstanding/Excess Energy	
Authorised Adjustments	
Final Settled Energy	

3. COMMERCIAL POSITION

Particular	Details
Eligible Banking Energy	
Category of Transaction Charge	Trading Margin

Particular	**Details**
Accepted Trading Margin	______ paise/kWh
Trading Margin excluding GST	
GST	
Total Amount Payable	
Amount Invoiced	
Amount Paid	
Outstanding Amount, if any	

4. PENDING ISSUES OR CLAIMS

____
____

5. CLOSURE STATUS

☐ Transaction completed and fully reconciled
☐ Transaction completed subject to pending adjustment
☐ Outstanding issue requiring further action

Empaneled Entity

Signature: ______________________
Name: __________________________
Designation: ____________________
Date: ___________________________

Reviewed by MPPMCL

Signature: ______________________
Name: __________________________
Designation: ____________________
Date: ___________________________

ANNEXURE–G: INDICATIVE ENERGY BANKING TERM SHEET

Applicable to Inter-State Power Trader

1. PARTIES AND TRANSACTION STRUCTURE

Particular	Details
MPPMCL	MP Power Management Company Limited
Proposed Counterparty	
Empaneled Entity	
Transaction Route	Trader-facilitated Direct Agreement/Trader-routed Arrangement under simultaneous or back-to-back contracts
Nature of Proposal	Indicative/Firm
Validity	

Where the Energy Banking Agreement is executed directly between MPPMCL and the counterparty, no Trading Margin shall be payable merely for preparation of the Term Sheet or facilitation by the Trader unless specifically admissible under the RFP and approved through the Transaction Mandate.

2. ENERGY BANKING PARAMETERS

Particular	Details
Contracted Quantum	_____ MW/_____ MU
Minimum Scheduling Quantum	
Banking Period	
Banking Profile/Time Blocks	
Return Period	
Return Profile/Time Blocks	
Premium Energy/Return Ratio	
Banking Delivery Point	
Return Delivery Point	

3. OPEN ACCESS AND OPERATIONAL RESPONSIBILITIES

Particular	Details
Open Access Applicant	

Particular	Details
Scheduling Entity	
Transmission Charges	
Operating/Application Charges	
Transmission Losses	
Schedule Revision Mechanism	
Treatment of Curtailment/Corridor Constraint	
Treatment of Short Scheduling	
DSM Responsibility	

4. ENERGY ACCOUNTING AND SETTLEMENT

Particular	Details
Basis of Energy Accounting	Certified RLDC/SLDC/RPC Accounts
Reconciliation Frequency	
Treatment of Outstanding Energy	
Replacement/Extended Return Mechanism	
Monetary Settlement, if applicable	
Payment Security, if any	

5. COMMERCIAL TERMS

Particular	Details
Category of Transaction Charge	Trading Margin
Accepted Trading Margin	______ paise/kWh
Basis of Calculation	Eligible Banking Energy in accordance with Volume–IV
Margin/Fee recoverable from counterparty, if any	
Cumulative Trading Margin	
Compliance with applicable CERC ceiling	Yes/No
Applicable GST	As per Law
Other Commercial Conditions	

6. LEGAL AND CONTRACTUAL TERMS

Particular	Details
Conditions Precedent	
Events of Default	
Force Majeure	
Change in Law	
Termination	
Dispute Resolution	
Governing Law/Jurisdiction	As per definitive agreement

7. MATERIAL DEVIATIONS OR SPECIAL CONDITIONS

____
____

This Term Sheet shall not bind MPPMCL unless specifically approved in writing and incorporated into duly executed definitive agreements.

Submitted by Empaneled Entity

Signature: ______________________
Name: __________________________
Designation: ____________________
Date: ___________________________

Approved in Principle by MPPMCL

Signature: ______________________
Name: __________________________
Designation: ____________________
Date: ________________________

ANNEXURE – H: Guidelines for E-Procurement System

Guidelines to Bidders for submitting bids in E-Procurement System

The bidders are required to submit soft copies of their bids electronically on the MP TENDER Portal **(**https://mptenders.gov.in**)**, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDER Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDER Portal (https://mptenders.gov.in).

More information useful for submitting online bids on the MP TENDER Portal may be obtained at: https://mptenders.gov.in/nicgep/app.

(A) REGISTRATION

1) Bidders are required to enroll on the E-procurement module of the MP TENDER Public Procurement Portal (URL: https://mptenders.gov.in/nicgep/app) by clicking on the link "**Online bidder Enrolment**" on the MP TENDER Portal which is free of charge.
2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDER Portal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

(B) SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the MP TENDER Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDER Portal.
2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDER Portal to intimate the bidders through SMS/e-mail in case thereis any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

(C) PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

   Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. *Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents.* These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

(D) SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select online Tender fee payment and pay Tender fee online. PAYMENT OF TENDER FEE IS **MANDATORY** IN ANY CASE.

4) Bidder should prepare the EMD as per the instructions specified in the tender document.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected)cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission ofthe bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

(E) <u>ASSISTANCE TO BIDDERS</u>

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. This should be as per timelines (about "seek clarification" start & end dates) given in Tender only.

2) Any queries relating to the process of online bid submission or queries relating to MP TENDER Portal in general may be directed to the 24x7 MP TENDER Portal Helpdesk.

SANJAY MANDLOI

Digitally signed by SANJAY MANDLOI
DN: c=IN, o=MP POWER MANAGEMENT COMPANY LIMITED, ou=MP POWER MANAGEMENT COMPANY LIMITED, 2.5.4.20=c333dbbb7c161ef14127e296ad9bfad21871abcdd9d7c1e98cbac76d3294e4bb, postalCode=482001, st=MADHYA PRADESH, serialNumber=3a71d23ed700cc421291229c4dad925b47bfa3a981b99f8add4bb88459910232, cn=SANJAY MANDLOI
Date: 2026.09.07 17:18:34 +05'30'