

**Tender Specification No: GIFTPCL/PP/22-
23/ET/Conventional Power/01**

**Tender No.: GIFT Power Company
Limited/Short/22-23/ET/40**

And

**E-RA No.: GIFT Power Company Limited/Short/22-
23/RA/40**

Bid Document

For

**Purchase of Power through E-tendering and E-
reverse Auction Basis for GIFT City Licensee Area**



GIFT POWER COMPANY LIMITED

(EPS Building No. 49A, Block 49, Zone 04, Gyan Marg,

GIFT City, Gandhinagar – 382355, Gujarat)

Website: www.giftgujarat.in

Date: 8th April, 2022

Table: 1

| Sr. No. | Event | Date & Time |
|---------|--|------------------------|
| 01 | Publication of Request for Proposal (RFP)/Activation of Event | 08/04/2022 |
| 02 | Queries by Bidders (If Any) | 13/04/2022 – 15:00 Hrs |
| 03 | Response to Bidder's queries | 15/04/2022 – 17:00 Hrs |
| 04 | Submission of RFP (online digitally signed non-financial technical Bid and IPOs) | 18/04/2022 – 17:00 Hrs |
| 05 | Submission of EMD in the Office of GIFT PCL | 20/04/2022 – 12:00 Hrs |
| 05 | Opening of Non-Financial Technical Bids | 20/04/2022 – 13:00 Hrs |
| 06 | Clarification, if any, sought from Bidder(s) | 21/04/2022 |
| 07 | In case of no clarification, evaluation of non-financial technical Bids | 22/04/2022 |
| 08 | Opening of IPOs (up to 1300 Hrs) and start of e-RA | 25/04/2022 – 15:00 Hrs |
| 09 | Issuance of LOA and submission of signed LOA | As per GERC Approval |
| 10 | Signing of PPA* | As per GERC Approval |

** Successful Bidder(s) shall be responsible for applying Medium Term /Short Term Open Access booking as decided by the Buyer and in line with the latest open access guidelines in vogue. Successful Bidder shall ensure submission of Open Access Application to the Nodal Agency within 3 working days on receipt of Hon'ble GERC Approval/GIFT Consent.*

| E-Bid to be Submitted through | DEEP E-Bidding Portal |
|--|--|
| Office inviting bids and place of EMD submission | Name: Mr. Arvind Kumar Rajput, Designation: Chief Operating Officer Address: EPS Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar – 382355, Gujarat Contact Details: Tel No.: +91 7961708408 Email : rakesh.inala@giftgujarat.in |
| Details of Person to be contacted in case of any assistance/query | Shri Rakesh Inala Mobile No: 9897080239 Email : rakesh.inala@giftgujarat.in |

Bidding will be done as per the revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30th March 2016, through e-bidding portal (DEEP) only. The link for the e-bidding portal is www.mstcecommerce.com, and is also available on the website of Ministry of Power (www.powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize themselves with the revised guidelines notified by the Ministry of power on 30th March, 2016 and its amendments thereof carefully before submitting the offer.

1. Introduction and Background

- 1.1. "Gujarat International Finance Tec-City" (GIFT) is India's first operational Smart City and A Global Financial & IT hub, implemented at or above par with globally benchmarked financial centers. GIFT City is located near to Ahmedabad-Gandhinagar region in the State of Gujarat.
- 1.2. To develop and implement the project, the Government of Gujarat through its undertakings, has established "Gujarat International Finance Tec-City Company Limited" (GIFT CL)
- 1.3. GIFT Power Company Limited (GIFT PCL) (hereinafter referred to as "Procurer"), a 100% subsidiary company of Gujarat International Finance Tec-City Company Limited (GIFTCL) incorporated under the Companies Act 1956, having its registered office at EPS Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar, 382355, Gujarat. GIFT PCL is a distribution licensee for the supply of electricity in the GIFT City area of around 886 acres of land which includes both Special Economic Zone (SEZ) area comprising of 261 acres and Domestic Tariff Area (DTA) comprising of 625 acres. The Hon'ble Gujarat Electricity Regulatory Commission (GERC) has granted the license for distribution of electricity vide order dated 06th March, 2013, through License No. 1/2013 to GIFT Power Company Limited.
- 1.4. GIFT intends to procure power for its distribution license area, thereby, inviting bids for procurement of power. The power would be procured through 'Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process' (Guidelines) notified by the Central Government under the provisions of Section 63 of the Act, vide resolution dated 30th March 2016 and its amendments thereof.

2. E-Bidding Process Fees

- 2.1. All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rupees 500/MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid (in single bid or cumulative sum of total of multiple bids), to PFC Consulting Limited (PFCCL). The requisite fee plus applicable taxes shall be deposited through the portal by e-payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-selected bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3. Requirement

3.1 Power Requirement and Duration:

Procurer is having following base load requirement on Round the Clock (RTC) basis at the Delivery Point:

| Requisition | Period | Time Slot | Quantum (in MW) | Minimum Bid Quantity (in MW) |
|-------------|-------------------------|-------------------|-----------------|------------------------------|
| 1 | 01/07/2022 – 30/06/2023 | 00:00–24:00 Hours | 3 | 3 |

3.2 Delivery Point:

The Delivery Point for supply of such power shall be Gujarat Energy Transmission Corporation Limited (GETCO) periphery (Gujarat-STU).

3.3 Open Access Responsibility:

Successful Bidder(s) shall be responsible for applying *Medium Term /Short Term Open Access booking as decided by the Buyer and* in line with the latest open access guidelines in vogue.

3.4 Submission of Bid:

Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i. e. Initial Price Offer (IPO) as per Table 1 above.

4. Qualification Criteria for Bidder

The Bid shall be opened subject to the following conditions and verification of bid / documents submitted by the bidder:

- 4.1. All generators, State Utilities, CPP, Distribution Licensee, SEBs, and Traders are qualified to participate in the bid process.
- 4.2. The Bidder must offer full power quantum indicated in RFP Document on firm basis. Offer of less than 3 MW will result into non-responsiveness of bid. The bidder must submit the details of Bidder Company as per **Annexure-I** of this RFP.
- 4.3. Earnest Money Deposit (EMD)/ Bank Guarantee (BG) of sufficient amount towards Earnest Money in the requisite format.
- 4.4. Validity of offer as specified in the RFP Documents.
- 4.5. In case a bidder is a trading licensee, it has to submit the details of the generating station from which the supply is intended and the power purchase agreement / Letter of Authorization signed between such trading licensee and the Generating station / Utility for supply of power.

5. Tariff Structure

- 5.1. The Bidder shall quote the single tariff at the Delivery Point up to three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges and all other Open Access charges applicable up to the Delivery Point and all taxes, duties, cess, etc. imposed by Central Govt. / State Govt./Local Bodies. Tariffs shall be designated in Indian Rupees Only.
- 5.2. The price quoted shall not change in case if any tax/ duty/ levy/ cess become applicable after the submission of bid or there is any change in transmission charges and other Open Access Charges applicable to the seller after submission of bid.
- 5.3. The tariff should be constant and there shall be no escalation during the contractual period.
- 5.4. For avoidance of doubt, all the open access charges, transmission charges and losses, POC charges and losses, STU charges and losses, Open Access Application Fee / Concurrence Charges, Scheduling and Operating Charges, or any other charges etc. up to the Delivery Point are on Seller's account and all the open access charges beyond the Delivery Point, if any, are on Procurer's account.

- 5.5. Bidder(s) is/are required to ensure availability of necessary infrastructure / ground work, before participating in the Bid.
- 5.6. If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidders.
- 5.7. The party seeking revision in schedule would bear the open access charges retained by RLDC/SLDC for the entire path.
- 5.8. The bidder shall be fully responsible for timely filing of Open Access application for the contracted quantum of power from each Source before nodal agency and coordinate with relevant RLDC/SLDC/STU/CTU so as to get the timely booking of open access corridor.

6. Bidding Process

Procurer has issued an RFP for procurement of power as per the details mentioned in Clause 3 above and RFP has been uploaded in the DEEP e-bidding portal.

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

- 7.1. The bidders are required to submit EMD for the capacity which they wish to offer @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis ~~and same shall be reduced on pro-rata basis in case bids are invited on hourly basis~~, in the form of Bank Guarantee / e-Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, demand draft if any issued by Nationalized or Scheduled Bank shall be payable at Ahmedabad.
- 7.2. For Example: For a requirement of 3 MW for 365 days for 24 hours, the EMD shall be Rs. $3 \times 30,000 \times (365 \text{ days} / 30 \text{ days}) \times (24 \text{ hrs} / 24 \text{ hrs}) = \text{Rs. } 10,95,000/-$.
- 7.3. EMD shall be submitted in the form of Bank Guarantee issued by any Nationalized/Scheduled Banks or Electronically transfer through RTGS/NEFT as per the details given below:

Beneficiary Name: GIFT Power Company limited.

Name of the Bank: Axis Bank Limited (SG Highway Branch)

Account Number: 297010200005159

IFSC/RTGS/NEFT Code: UTIB0000297

MICR No.: 380211006

- 7.4. Bidder submitting EMD in the form of Bank Guarantee shall strictly adhere with the format as specified in the **Annexure-II** of this bid document. Any deviation from the annexed format is liable for rejection.

- 7.5. The original EMD needs to be submitted before the opening of the Non-Financial Technical Bid.
- 7.6. The EMD shall be forfeited:
 - i. If bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
 - ii. For non-submission of Contract Performance Guarantee (CPG) by Successful Bidder(s).
- 7.7. The EMD shall be refunded to all the unsuccessful Bidders within 10 days of expiry of Bid validity period.
- 7.8. The EMD of the successful bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).
- 7.9. Submission of EMD:

The bidder is required to upload scanned copy of the EMD along with bid and the original copy of EMD to be sent so as to reach the below address within 2 days of last date for submission of RFP:

Name: Mr. Arvind Kumar Rajput,
Designation: Chief Operating Officer
Address: EPS Building No. 49A, Block 49,
Zone 04, Gyan Marg, GIFT City,
Gandhinagar-382355, Gujarat
Phone No.

8. Bid Submission

- 8.1. Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the Procurer forms an integral part of the contract. Bidders are required to upload all the documents as asked for in the RFP, through the above website within the stipulated date and time as given in the RFP. The Bidder shall carefully go through the RFP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 8.2. The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RFP and upload the latest documents as part of the Bid.
- 8.3. The process of e-bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power. Each of the bid will have to be signed by the Digital Signature of the Bidder.

- 8.4. Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through DEEP e-Bidding portal. The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/BG along with the Bids. The Bidders can revise their IPOs before date and time of submission of RFP. Bidder submitting Bank Guarantee shall strictly adhere to the format annexed with this RFP, any deviation thereof is liable for rejection.

9. Opening and Bid Evaluation

- 9.1. To ensure competitiveness, the minimum number of Bidders should be at two for each requisition. If the number of Bidders responding to the RFP is less than two, and Procurer still wants to continue with the selection process, the selection of that, single Bidder may be done with the consent of the Appropriate Commission.
- 9.2. Procurer has constituted a Standing Committee for evaluation of the Bids.
- 9.3. The IPO shall be strictly as per the format prescribed in the RFP and shall be unconditional. The Conditional price bid shall be summarily rejected.
- 9.4. In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be deciding factor for their ranking.
- 9.5. Technical proposals will be opened by the Procurer or its authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- 9.6. Technical proposals for those tenders whose original copies of Bank Guarantee / eBank Guarantee issued by any Nationalized / Scheduled Bank or payment proof of Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal have been received will only be opened. Proposals corresponding to which original copy of Bank Guarantee / eBank Guarantee issued by any Nationalized / Scheduled Bank or payment proof of Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal have not been received, will not be opened and will stand rejected.
- 9.7. Decrypted (transformed into readable formats) documents of the Statutory and Non-Statutory Covers will be downloaded for the purpose of evaluation.
- 9.8. Procurer or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.

10. Elimination of Bidders

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

- 10.1. After the opening of Initial Price Offers, the system will rank the Bidder according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyze all the quantities offered by the Bidders in the IPO stage. If total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than, or equal to twice the Requisitioned Quantity.
- 10.2. The elimination process will be done for each of the requisition separately. One event may have more than one requisition.

11. E-Reverse Auction (E-RA)

- 11.1. The shortlisted Bidder after elimination will be intimated individually by system generated emails only.
- 11.2. The Reverse auction shall start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and the quantum quoted shall remain 3 MW. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.
- 11.3. Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. The process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid.
- 11.4. The bidders will have the option to decrease the Tariff during the e- Reverse Auction process but the quantum of power shall remain stagnant at 3 MW.

12. Issuance of Letter of Award (LOA)

- 12.1. The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s),

in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder(s). The Procurer shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.

- 12.2. The Procurers shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfil its requirement. In the event Procurer rejects or annuls all the Bids, it may go for fresh Bids hereunder.
- 12.3. In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process the EMD shall be forfeited as the case may be.
- 12.4. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Procurer to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Procurer may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.

13. Validity of Tender and Offer

13.1 Validity period of offer of Bidder shall be till the time of signing of Power Purchase Agreement (PPA).

14. Conditional and Incomplete Tender

- 14.1. Conditional and incomplete tenders are liable to rejection.

15. Right to withdraw the RFP and to Reject any Bid

- 15.1. This RFP may be withdrawn or cancelled by GIFT PCL at any time without assigning any reasons thereof.
- 15.2. GIFT PCL further reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever and without incurring any liability on any account.
- 15.3. The entire bidding process is subject to the approval of Hon'ble Gujarat Electricity Regulatory Commission (GERC).

16. Contract Performance Guarantee (CPG)

- 16.1. The Successful Bidder(s) may be required to furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at Rs. 2 lakhs per MW per month (30 days, 24 hours) of contract period ~~or part thereof~~. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- 16.2. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- 16.3. The successful bidder shall strictly adhere with the BG format as specified in the **Annexure-III** of this bid document for submission of CPG.
- 16.4. In the event, the CPG is not furnished within the stipulated date and the specified format, the EMD submitted against the Notification shall be forfeited.
- 16.5. The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.
- 16.6. The procurer would return the CPG in case of non-availability of transmission corridor during the contract period.

17. Power Purchase Agreement (PPA)

- 17.1. The Bidder shall read the Draft Power Purchase Agreement (PPA) which shall be executed with Procurer as per **Annexure-IV** of this Document.

18. Communication

- 18.1. All parties shall rely on written communication only.
- 18.2. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.

19. Procurer reserves the right to ask for the additional information from the Bidder through e-mail only. The e-mail ids are arvindkumar.rajput@giftgujarat.in and rakesh.inala@giftgujarat.in and company website is www.giftgujarat.in.

20. Governing Law

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

21. Disclaimer

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

Annexure-I

Bidder Company Details

1. Company Name:

2. Company Head/Corporate Office Address:

3. Company Plant Location:

4. Connectivity Details:

5. Concerned Person Details:

- Name:
- Designation:
- Phone number:
- Email ID:

6. Company Seal:

Annexure-II

FORMAT OF THE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. To be provided in the name of the Procurer and BG should be **payable at Ahmedabad**).

In consideration of _____ (Name of Bidder to be inserted) having its office at _____ submitting the Bid inter-alia for supply of power during the period

_____ to _____, in response to the Tender No: GIFTPCL/PP/22-23/ET/ issued by GIFT POWER COMPANY LIMITED (GIFT PCL), having its registered office at EPS Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar, 382355 Gujarat (herein after Procurer) and

_____ (Insert name of the Bidder) being a bidder, required to submit EMD as per the terms of the RFP, the _____ (Insert Guarantor Bank Name) having its registered office

_____ hereinafter referred to as "Guarantor Bank" hereby agrees unequivocally, irrevocably and unconditionally to pay to GIFT POWER COMPANY LIMITED (GIFT PCL), having its registered office at EPS Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar, 382355 Gujarat, forthwith on demand in writing from the GIFT POWER COMPANY LIMITED or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____

This guarantee shall be valid and binding on the Guarantor Bank up to and including

_____ [Insert date of validity of EMD] and shall in no event not be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____/- (Rs. _____ only).

Our Guarantee shall remain in force until _____ [Insert date of validity of EMD]. M/s GIFT POWER COMPANY LIMITED shall be entitled to invoke this Guarantee up to one year from the last date of the validity of this Guarantee i.e. _____, by issuance of a written demand to invoke this guarantee.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by _____

(Insert Name of the Bidder). The Guarantor Bank shall not require M/s GIFT POWER COMPANY Limited to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer(s) in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Ahmedabad shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its

terms as against the Guarantor Bank in the manner provided herein.

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly M/S GIFT POWER COMPANY LIMITED shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against _____ (Insert the Name of Bidder), to make any claim against or any demand on the _____ (Insert the Name of Bidder) or to give any notice to _____ (Insert the Name of Bidder) or to enforce any security held by M/s GIFT POWER COMPANY LIMITED or to exercise, levy or enforce any distress, diligence or other process against _____.

The Guarantor Bank hereby agrees and acknowledges that M/s GIFT POWER COMPANY LIMITED shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs ____/- (Rs _____ only) and it shall remain in force until _____ -with an additional claim period of 1 year thereafter.

This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by __. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if M/s GIFT POWER COMPANY LIMITED serves upon us a written claim or demand.

This Bank Guarantee shall be payable by __[Bank Name], _____[Ahmedabad Branch address] upon written claim by GIFT POWER COMPANY LIMITED.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1.

Signature

Name and Address:

2.

Designation with Bank

Stamp Name and Address:

Attorney as per power of attorney No.

For:

..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

The Stamp Paper should be in the name of the Executing Bank.

Annexure-III

FORMAT OF THE CONTRACT PERFORMANCE GUARANTEE

(To be issued on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. To be provided in the name of the Procurer and BG should be payable at Ahmedabad.)

In consideration of (name of Bidder to be inserted) agreeing to undertake the obligations under the terms and conditions of RFP Tender no: GIFT PCL/PP/22-23/ET/ issued by GIFT POWER COMPANY LIMITED (GIFT PCL), and Power Purchase Agreement (PPA) dated signed by

(name of bidder to be inserted) having its office at & GIFT POWER COMPANY LIMITED (GIFT PCL), having its registered office at EPS Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar, 382355 Gujarat. The

(Insert Guarantor Bank Name) having its registered office hereinafter referred to as "Guarantor Bank" hereby agrees unequivocally, irrevocably and unconditionally to pay to GIFT POWER COMPANY LIMITED having its registered office at EPS Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar, 382355, India forthwith on demand in writing from the GIFT POWER COMPANY LIMITED or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees

Only with respect to the Contracted Capacity of MW as per the terms of the RFP and PPA dated signed by & GIFT POWER COMPANY LIMITED.

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of CPG) and shall in no event not be terminable by notice or any change in the constitution of the Bank or the term of the RFP and PPA dated signed by

and GIFT POWER COMPANY LIMITED or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. /- (Rs. only). Our Guarantee shall remain in force until . M/s GIFT POWER COMPANY LIMITED shall be entitled to invoke this Guarantee up to one year of the last date of the validity of this Guarantee i.e.

, by issuance of a written demand to invoke this guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from M/s GIFT POWER COMPANY LIMITED, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to M/s GIFT POWER COMPANY LIMITED.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by . The Guarantor Bank shall not require M/s GIFT POWER COMPANY LIMITED to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer(s) in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at shall have exclusive jurisdiction.

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

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

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

The Guarantor Bank hereby agrees and acknowledges that M/s GIFT POWER COMPANY LIMITED shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs /- (Rs only) and it shall remain in force until - with an additional claim period of 1 year thereafter.

This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by . We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if M/s GIFT POWER COMPANY LIMITED serves upon us a written claim or demand.

This Bank Guarantee shall be payable by [Bank Name] , [Ahmedabad Branch address] upon written claim by GIFT POWER COMPANY LIMITED

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

1. Signature

Name and Address:

2.

Designation with Bank Stamp Name and Address:

Attorney as per power of attorney no

For: [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes: The Stamp Paper should be in the name of the Executing Bank.

Annexure-IV

DRAFT POWER PURCHASE AGREEMENT

DRAFT POWER PURCHASE AGREEMENT

Between

GIFT POWER COMPANY LIMITED

And

<<NAME OF THE SELECTED BIDDER>>

This Power Purchase Agreement (hereinafter referred to as Agreement or PPA) is entered on the __the Day of ____2022 between

GIFT Power Company Limited (GIFTPCL), a 100% subsidiary company of Gujarat International Finance Tec-city Company Limited (GIFT CL) a company incorporated under the Companies Act 1956, having its registered office at EPS Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar, 382355, Gujarat and is also a Distribution Licensee for GIFT City, Gujarat (hereinafter referred to as the **“GIFTPCL” or “Procurer”**), which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns;

AND

<<Name of the Selected Bidder>> (hereinafter referred to as **“Seller”**) is a **<<public/private/limited>>** company incorporated under the Companies Act, 1956 and having its registered office at **<<Insert registered office address>>** which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns.

The GIFTPCL and Bidder are individually referred to as “Party” and collectively referred to as “Parties”.

Whereas

- A. Procurer is a Deemed Distribution Licensee for the supply of electricity in the GIFT City area, which is being developed on 886 acres of land in Gandhinagar, Gujarat. Hon'ble Gujarat Electricity Regulatory Commission granted the license of distribution of electricity vide order dated 06th March, 2013, through License no. 1/2013 to GIFT Power Company Limited.
- B. In accordance with revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30-03-2016 for short term procurement of power by distribution licensee through e-bidding portal (DEEP), the procurer had initiated a competitive bidding process through issue of RFP dated <<Date to be Inserted>> for procurement of power for meeting its power requirements for the period from 01st July, 2022 to 30 June, 2023 (Contract Period).
- C. Pursuant to the said e-bidding process, <<Name of the Selected Bidder>> has emerged as L1 and accordingly selected by the Procurer, as the Seller for supply of Electricity to the Procurer, for the Aggregate Contracted Capacity (as described hereunder) in accordance with the terms of this Agreement:

| Requisition | Period | Time Slot | Quantum (in MW) | Minimum Bid Quantity (in MW) |
|--------------------|----------------------------|----------------------|----------------------------|---|
| 1 | 01/07/2022 – 30/06/2023 | 00:00–24:00 Hours | | -. |

- D. The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of Contracted Capacity (defined below) at the Delivery Point (defined below) by the Seller to the Procurer. This Power Purchase Agreement is subject to approval of Hon'ble Gujarat Electricity Regulatory Commission (GERC).
- E. The RFP terms and conditions as per GIFT PCL tender document Tender no: GIFT PCL/PP/22-23/ET/40 (herein after referred to, as "RFP") and the bid submitted by the seller are an integral part of this PPA.

NOW THEREFORE IN VIEW OF THE FOREGOING PREMISES AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH PROCURER AND THE SELLER HEREBY AGREE AS FOLLOWS:

ARTICLE 1

DEFINITION

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/framed by Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

| | |
|--|--|
| “Act” or “Electricity Act, 2003 | shall mean the Electricity Act, 2003 and any rules amendments, regulations, notifications, guidelines or policies issued there under from time to time; |
| “Agreement” or “Power Purchase Agreement” or “PPA” | shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof; |
| "Appropriate Commission" | shall mean the CERC, or the SERC or the Joint Commission referred to in Section 83 of the Electricity Act 2003, as the case may be; |
| “Bid” | shall mean Bid submitted by the Successful Bidder, in response to the RFP, in accordance with the terms and conditions of the RFP; |
| "Bill Dispute Notice" | shall mean the notice issued by a Party raising a Dispute regarding a Bill i.e. a) Energy Bill or a Supplementary Bill or a Compensatory Bill issued by the other Party, as per Article 5.5; |
| “Business Day” | Shall mean with respect to Seller and Procurer, a day other than Sunday or a statutory holiday, on which the banks remain open for business; |
| “CERC” | shall mean the Central Electricity Regulatory Commission of India, constituted under sub - section (1) of Section 76 of the Electricity Act, 2003, or its successors; |
| “Competent Court of Law” | shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement; |
| “Contract Performance Guarantee” | shall mean the irrevocable unconditional bank guarantee, submitted or to be submitted by the Seller to the Procurer in the form attached hereto as Article 3, in accordance with the terms of PPA and RFP; |
| “Contracted Capacity” | shall mean the net capacity of power (in MW) contracted between the Seller and the Procurer(s) at the Delivery Point; |

| | |
|---|---|
| “Contract Period” | Shall mean the period commencing from 01/07/2022 – 30/06/2023; |
| “Delivery Date” | shall mean the date on which the Seller commences supply of the Contract Capacity to the Procurer; |
| "Delivery Point" | The Delivery Point for supply of such power shall be Gujarat Energy Transmission Corporation Limited (GETCO) Periphery (Gujarat-STU). |
| “Dispute” | shall mean any dispute or difference of any kind between the Procurer and the Seller in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 7.2 of this Agreement; |
| "Due Date" | shall have the meaning ascribed thereto in Article 5.4.1 |
| “Effective Date” | shall have the meaning ascribed thereto in Clause 2.1 of this Agreement; |
| “Earnest Money Deposit” | Shall have the meaning ascribed in RFP; |
| “Force Majeure” or “Force Majeure Event” | shall have the meaning ascribed thereto in Article 6.1 of this Agreement; |
| “Forced Outage” | Refers to an outage of a generating unit or transmission facility due to a fault or reasons not planned which is accepted by SLDC/RLDC; |
| “GERC” | Shall mean Gujarat Electricity Regulatory Commission |
| “GETCO” | Shall mean Gujarat Energy Transmission Corporation Limited |
| "Grid Code" / “IEGC” or “State Grid Code” | shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable; |
| “Indian Governmental Instrumentality” | shall mean the Government of India, Governments of state(s) of Gujarat and [Insert name of state where Seller and Power Station is located] in India, and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect |

| | |
|---------------------------------------|--|
| | control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India but excluding the Seller and the Procurer; |
| Injection Point: | Shall mean the interconnection point of the Seller with the STU/CTU |
| “Invoice” or “Bill” | shall mean Monthly Energy Bill or Supplementary Bill or Compensatory Bill raised by any Party; |
| “GIFTPCL” | Shall mean GIFT Power Company Limited or Procurer; |
| “Minimum Quantum” | shall have the meaning ascribed thereto in Article 5.1 of this Agreement; |
| “Seller” | Shall mean the Successful Bidder who submitted the Contract Performance Guarantee and executes the PPA and other documents with the Procurer and who shall be responsible for supplying power to the Procurer at the Delivery Point for the term of PPA as per the terms and conditions specified therein; |
| “SLDC” | shall mean the Centre established under Sub-section (1) of Section 31 of the Electricity Act 2003; |
| SLDC Charges” | shall mean the charges levied by any of the relevant SLDCs for the supply of power by the Seller to the Procurer; |
| “State Transmission Utility” or “STU” | shall mean the Board or the Government company notified as “State Transmission Utility” or “STU” by the respective State Government under Sub-section (1) of Section 39 of the Act; |
| “Successful Bidder” | shall mean the Bidder selected by the Procurer pursuant to the RFP for supply of power as per the terms of PPA and RFP Documents; |
| "Tariff" | shall mean the Tariff as computed in accordance with Article 5.2 of this Agreement; |

ARTICLE 2
TERM OF AGREEMENT

2.1 Effective Date

This Agreement shall come into effect from the receipt of Open Access approval from Nodal Agency and such date shall be referred to as the Effective Date.

2.2 Term of the Agreement

This Agreement shall be valid for a period from 01/07/2022 to 30/06/2023 ("Term of Agreement"), unless terminated earlier.

2.3 Survival

The expiry or termination of this Agreement shall not affect accrued rights and obligations of the Parties under this Agreement, nor shall it affect any continuing obligations for which this Agreement provides, either expressly or by necessary implication.

ARTICLE 3

CONDITIONS SUBSEQUENT TO BE SATISFIED BY SELLER/ PROCURER

3.1 Seller's Obligation

- 3.1.1 Responsible for making application under Medium Term / Short Term Open Access booking as decided by the Procurer and in line with the Open Access Regulation in vogue, failing which EMD shall be forfeited.
- 3.1.2 The seller shall provide Contract Performance Guarantee (CPG) to the procurer, CPG as per the format specified in **Annexure III**.
- 3.1.3 The Seller agrees and undertakes to obtain necessary permissions for scheduling of contracted power up to procurer periphery at Seller's own cost and risk and ensure the commencement of supply from the first day of the Term of the Agreement.
- 3.1.4 Responsible for intimating Procurer at least two clear days in advance before revising the schedules.

3.2 Procurer's Obligation

- 3.2.1 The procurer shall make payment of energy bill as mentioned in Article 5.2 of this PPA.

3.3 Contract Performance Guarantee (CPG)

- 3.3.1 The successful bidder shall be required to furnish CPG within 7 days from the date of selection of successful Bidder for an amount calculated at Rs. 2 lakhs per MW per month (30 days, 24 hours) of contract period.

Example: For a requirement of 1 MW for 15 days for 4 hours, the CPG shall be Rs. 2,00,000 X (15 days/30 days) X (4 hrs./24 hrs.) = Rs. 16,667/-

- 3.3.2 The CPG shall be in the form of BG issued by any Nationalized/ Schedule Bank in the format as prescribed in Schedule 1 and valid for the period of contract with a claim period of 1 month after the expiry of contract period.
- 3.3.3 In the event, the CPG is not furnished within seven days of signing the PPA; the Bid Security submitted in the form of EMD shall be forfeited.
- 3.3.4 The CPG provided by the successful bidder may be forfeited for non-performing the contractual obligations. The CPG would be released within 30 days after completion of contract period.

ARTICLE 4

AVAILABILITY, SCHEDULING AND DISPATCH

4.1 Availability

Seller shall comply with the provisions of the applicable Law regarding Availability including, in particular to the provisions of the DSM/ABT/UI regulation and Grid Code from time to time relating to declaration of Availability and the matters incidental thereto.

Booking of Transmission Corridors: The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. Bidder(s) shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor for the quantum on advance basis, first-cum-first serve basis, day ahead basis, contingency basis as required.

4.2 Scheduling and Dispatch

The power scheduled at the delivery point by the Seller as per the implemented schedule of the concerned RLDC/SLDC, shall be treated as power delivered to the Procurer. Any variation between the Scheduled Power and the Actual Power injection shall be to the account of the Seller. Final Energy accounting shall be as per the monthly REA/ SEA issued by RLDC/ SLDC.

4.3 Revision of Open Access Corridor

The party seeking revision in open access shall intimate other party at least two clear days in advance before revising the schedules as per Open Access Regulations. The party seeking revision in schedule would bear the open access charges retained by RLDC/SLDC for the entire path.

4.4 Change in Source

Procurer may allow the Seller to supply power through an alternate source on request of the Seller. If the power is being supplied through alternate source, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor including Open Access charges, Application fees, cancellation charges, scheduling charges of Gujarat SLDC etc. shall be to the account of Seller.

Provided that the Minimum Quantum has to be supplied through each alternate source for entire contracted period.

ARTICLE 5

QUANTUM, TARIFF, BILLING AND PAYMENT

5.1 Quantum of Power:

| Requisition | Period | Time Slot | Quantum (in MW) | Minimum Bid Quantity (in MW) |
|-------------|-------------------------|-----------------|-----------------|------------------------------|
| 1 | 01/07/2022 – 30/06/2023 | 00:00–24:00 Hrs | -0 | -0 |

5.2 Tariff:

The tariff payable by Procurer for energy delivered at the Delivery Point (i.e. GETCO Periphery) shall be as summarized hereunder.

| Requisition | Period | Time Slot | Quantum at Delivery Point (in MW) | Rate at Delivery Point (Rs/kWh) |
|-------------|-------------------------|-----------------|-----------------------------------|---------------------------------|
| 1 | 01/07/2022 – 30/06/2023 | 00:00–24:00 Hrs | -0 | |

The Tariff shall not change in case if any tax/duty/levy/cess become applicable after the submission of bid or there is any change in transmission charges applicable to the seller after submission of bid.

5.3 Billing:

5.3.1 For the energy supplied during the month, the successful bidder(s) will be raising monthly bills, on first working day after the end of month. The monthly bills shall be raised to Procurer on the basis of implemented / provisional schedule as per RLDC/SLDC indicating energy supplied to Procurer at the Delivery Point. This bill shall indicate the energy as per REA/SEA, Tariff and the total amount due as per this Agreement for the previous period. In case, energy indicated in REA/SEA is more than the schedules approved by Nodal RLDC/SLDC, then the amount payable will be as per approved schedules for the month. Either Party can claim any amount within six months from the date from which it first became due. Any claim after six months by either party shall not be entertained.

5.3.2 Seller shall raise bill on monthly basis for the energy scheduled with following details; “GIFT Power Company Limited”, Building No. 49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar – 382355, Gujarat. For avoidance of doubt

due date for payment of the bills shall be considered from the date of receipt of the Monthly invoice from the seller through email/fax.

5.3.3 Treatment of Open Access Charges and Losses:

The transmission charges, transmission losses, RLDC/SLDC charges or any other charges covered in Open Access Regulations notified by CERC/ SERC and the procedure for Open Access Regulations notified by CERC/ SERC and the procedure for Open Access stipulated by Central Transmission Utility (CTU)/ State Transmission Utility (STU) (as amended from time to time), Scheduling and Operating charges for supply of energy up to Delivery Point shall be borne by the Seller.

Similarly, Open Access charges & losses beyond the Delivery Point, i.e. GETCO (Gujarat STU) transmission charges and losses and Gujarat SLDC scheduling charges shall be borne by Procurer.

For avoidance of doubt, it is clarified that in case of seller outside Gujarat, Seller's STU charges and losses (if any), Seller's SLDC scheduling charges, POC injection and drawl charges and losses, RLDC Scheduling charges and RLDC Application fees as applicable would be borne by the Seller.

Further, it is clarified that for the Seller outside Gujarat, transmission charges and losses from injection point to the Delivery Point shall be borne by seller. In case of any change in the applicable CERC Regulations, if Procurer is liable to pay any transmission cost for sourcing of this power from injection point to the Delivery Point, the same is required to be reimbursed by the Seller.

The Procurer will in no way be liable for any other charges except for the quoted tariff at Delivery Point on the basis of the State Energy Account (SEA) issued by SLDC / Regional Energy Account (REA) issued by Regional Power Committee (RPC), as applicable.

5.3.4 Liquidated Damages:

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

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

In case deviation from Seller side is more than 15% of the energy for which open access has been allocated on monthly basis, Seller shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of

permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not supplied by the Seller.

In case of revision/ cancellation of approved open access corridor, the party seeking revision/ cancellation of open access corridor shall bear all the open access charges as applicable from the injection point till the point of drawl applicable due to such surrender/ cancellation.

Further, if the power is not supplied by the Seller due to forced outage or constraint in generator evacuation system, the Seller shall bear the open access charges as applicable from the injection point till the point of drawl due to such revision.

Payment for invoice related to Liquidated Damages, Open Access charges and any other invoices shall be made within 7 days (Due Date) from the receipt of invoice by Fax/e-mail (excluding the day of receipt of invoice).

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

In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of :(a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per Para 5.3.4 of existing guidelines, for failure to supply the Instructed Capacity.

On a complaint to this effect by the Procurer to the concerned load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

5.4 Payment & Rebate

5.4.1 Payment: The Procurer will make the payment to Seller within 7 days (Due Date) from the date of receipt of the energy bills through email (excluding the day of receipt of bill) in the procurer's office.

The bill must be e-mailed on any working day before 17:00 Hrs. otherwise the day of receipt of bill will be considered as the next working day. However, hard copies of the bill shall invariably be sent to the procurer through courier. In case the seventh day is not a Business Day or a Bank

Holiday, the next Business Day would be considered as the due date for the payment.

5.4.2 Rebate: The Seller/ Successful bidder(s) shall allow 2% rebate on the billed amount, if the procurer makes payment of the bill within 3 Business Days from the receipt of the bill.

5.4.3 Late Payment Surcharge:

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

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

Provided that the rate at which Late Payment Surcharge shall be payable under Article 5.4.3 (1) or Article 5.4.3 (2) shall not be higher than 15%.

5.5 Payment security to be made available by the procurer:

The Procurer shall be required to provide revolving Letter of Credit (LC) equivalent to 100% of the Monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC may be opened prior to commencement of supply of power.

ARTICLE 6

FORCE MAJEURE AND CHANGE IN LAW

6.1 Force Majeure

A force majeure event shall mean any event or circumstance or combination of event or circumstances that adversely affects, prevents or delays any party in the performance of its obligation in the terms of this agreement, but only if and to the extent that (i) such event or circumstances are beyond the reasonable control of the affected party, and (ii) such events or circumstances could not have been prevented through employment of prudent utility practices. For avoidance of doubt, it is clarified that constraint in any input like fuel, water etc. for generation and forced outage of the generating unit shall not be considered as force majeure.

Neither party shall be in breach of its obligation pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to a force majeure event and without in any way prejudicing the

obligation of either party to make payments of the amounts accrued due prior to the occurrence of the event of force majeure, which shall be payable on the original due date.

Force Majeure events shall include, but not limited to;

- Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism, war, invasion, armed conflict, blockade, revolution, riot, insurrection or civil commotion, sabotage, explosion or criminal damage causing disruption of the system.
- The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- Regulatory intervention related to this RFP & PPA and also orders from State Govt./CERC/GERC/Appellate Tribunal of Electricity/High Courts/Supreme Court related to purchase/ sale of power under this agreement.

6.2 Change In Law

Change in Law means the occurrence of any of the following events after the date of acceptance of LoA resulting into any additional recurring / non-recurring expenditure by the Seller or any income to the Seller.

- i. Any change in transmission charges and open access charges.
- ii. Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Severability

The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this agreement unless the part held invalid or unenforceable is fundamental to this agreement.

7.2 Jurisdiction

All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Gujarat Electricity Regulatory Commission (GERC).

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

Notwithstanding the provisions under this agreement, the Seller agrees and acknowledges that the Procurer may at any time disclose the terms and conditions of the Agreement and the other RFP Documents to any person, to the extent stipulated under the Law.

AUTHORIZED SIGNATORIES

The parties represent and warrant that the signatories executing this Agreement for and on behalf of the parties are duly authorized to execute this Agreement and to bind the parties hereto. In witness whereof the duly authorized representatives of the Parties have signed on the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

GIFT Power Company Limited

SIGNED, SEALED AND DELIVERED

For and on behalf of

Name:

Designation:

In the presence of:

Witness:

1. _____

Name:

2. _____

Name:

Name:

Designation:

In the presence of:

Witness:

1. _____

Name:

2. _____

Name: