



GRIDCO LIMITED

Regd. Office, Janpath, Bhubaneswar – 751022

Notice Inviting Tender (NIT)

NIT No. 14

Dated: 04.02.2021

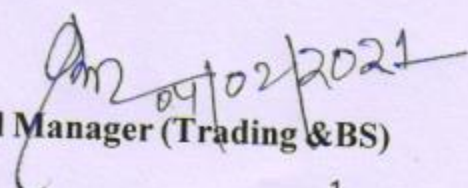
GRIDCO Limited invites bids in sealed envelopes under single stage three-part system from Category I/ II/ III interstate traders for empanelment of traders for sale of power as per Scope of work as specified in the tender.

Bid Security Deposit (EMD) (in Rupees)	Non-refundable cost of Bid document (in Rupees)
Rs. 1,00,000/- (Rupees One Lakh) only to be submitted in shape of Demand Draft/ RTGS.	Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred) only inclusive of GST @ 18%

The Tender Documents can also be downloaded from the GRIDCO's website: www.gridco.co.in. In case of downloaded documents, the cost of bid documents to be paid in shape of Demand draft drawn on any nationalised Bank in favour of GRIDCO Limited payable at Bhubaneswar. The cost of Bid documents in shape of Demand Draft has to be submitted along with the Application only. Application will be received upto 13:00 hrs of 15/02/2021 and will be opened on the same day at 16:00 hrs in presence of the applicants or their authorised representatives.

The authority reserves the right to accept or reject any or all of the offers without assigning any reason thereof.

Note: Bidders are requested to regularly visit official website of GRIDCO www.gridco.co.in for amendment/errata/corrigendum (if any) and any other information relating to this tender.


Sr. General Manager (Trading & BS)

RFP for empanelment of trader for sale of power

1. Introduction:

GRIDCO Limited, a wholly owned Undertaking of Government of Odisha, was established in the year 1995. It is a deemed trading licensee under the 5th provision of section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). GRIDCO procures power from various Generators (both Central and State generating stations including IPPs etc.) for supply of the same to the DISCOMs. GRIDCO also supplies emergency and backup power to IMFA and NALCO and trades the surplus power available, if any, from time to time. The supply to the DISCOMs including IMFA and NALCO are made at regulated price determined by the Odisha Electricity Regulatory Commission, whereas the surplus power, if any, after meeting the requirement of the State is sold at market determined price to different Utilities outside the State through Inter-State Traders and Power Exchanges.

2. Background:

Currently the State of Odisha is experiencing a power surplus situation having an average RTC surplus of around 1400 MW. The off-peak surplus is around 1500 MW and the peak surplus is around 1000 MW. The anticipated surplus shall be available from a mix of hydro, thermal and RE based generators. This trend is expected to continue for the next 5 to 6 years in view of further capacity additions from different generators.

To facilitate the sale of surplus electricity, GRIDCO has decided to carry out bidding process for empanelment of maximum 3 traders belonging to Category – I/ II / III trading licensees, registered with CERC as per the terms and conditions specified in this RFP.

For each of the successful power supply arrangement with a Procurer, GRIDCO shall sign a separate Power Supply Agreement with the successful Bidder (s) and the

successful Bidder shall sign a Power Supply Agreement with the Procurer. The general terms and conditions of the Power Supply Agreement that GRIDCO will sign with the successful Bidder (s) is detailed in the Annexure IX of this RfP document.

GRIDCO shall have full right to handle its surplus power for sale to any beneficiary (in collective/ OTC format)/ exchange at its own level or through any other trader as it deems fit even after empaneling traders as per this tender enquiry.

3. Minimum Sale Price and Incentives

For sale by trader, GRIDCO shall make available surplus power available under PPAs signed by GRIDCO. Since the tariff under each PPA is different, GRIDCO shall specify a Minimum Sale Price for each lot/ block for the power to be sold by the successful bidder (s) from time to time.

The trader shall sell such power at a rate not lower than the Minimum Sale Price (MSP) per unit for each lot/ block specified from time to time by GRIDCO during the Contract Period. The trading margin on the power sold shall be as specified in the LoA awarded to the successful Bidder (s). In addition to the trading margin, the trader shall be eligible for an incentive @ 1% as per the mechanism explained in the example below. The incentive is capped to a maximum of 7 paise per unit including the trading margin as per CERC (Procedure, Terms and Conditions for grant of trading licence and other related matters) Regulations, 2020.

Example:

A: Minimum Sale Price per Unit (Assumption): Rs. 4 per Unit

B: Trading Margin (Assumption): Rs. 0.02 per Unit

C: Selling Price of Trader (Assumption): Rs. 5 per Unit

D: Base for Incentive Calculation: $C - (A+B)$

Base for Incentive Calculation as per example: $\text{Rs. } (5 - 4 - 0.02) = \text{Rs. } 0.98$

I: Incentive per Unit = $\text{Rs. } D \times 1\%$

Incentive per Unit as per example = Rs. 0.98 X 1% = Rs. 0.0098 per Unit

The sum of amounts B and I above shall be capped at 7 paise/unit.

4. Invitation for Empanelment of Traders

GRIDCO Ltd. invites offers on the basis of trading margin per unit from the inter-state Category – I/ II / III trading licensees, registered with CERC, for empanelment to provide services to GRIDCO for participating in the tenders issued by distribution utilities, for sale of power during the balance period of the year 2020-21 to 2021-22 on behalf of GRIDCO. Further, the selected bidder(s) shall assist GRIDCO to sell its surplus power by exploring various bilateral opportunities in OTC format during the said period. GRIDCO shall have around 4500 MUs per year surplus available for bulk sale inside the State, outside the State and outside the country i.e. cross border sale. Per unit trading margin rates quoted by the selected inter-state power trader shall be applicable for the balance period of the financial year 2020-21 to 2021-22.

5. Scope of Work

5.1. *For power purchase tenders floated in DEEP portal:*

- i. The Trader shall be responsible to place bids on behalf of GRIDCO for all power procurement tenders on DEEP portal.*
- ii. The maximum quantum for sale of power shall be determined on case to case basis. However, GRIDCO shall participate for a minimum bid quantum of 50 MW for sale of power.*
- iii. Trader shall communicate about all the upcoming tender issued for purchase of power by the Distribution Licensees/ utilities, to GRIDCO well before the time of participating in the tender.*
- iv. The trader shall intimate GRIDCO about pre-bidding queries and clarifications/ bidding process/ result immediately on issuance of the same by the utilities.*

- v. The trader shall have to submit EMD/ CPG and tender fees on behalf of GRIDCO, if required for participation in the tender.
- vi. The trader shall suggest the expected market rate to be quoted in specific tender, quantum and terms of tender issued by utility.
- vii. The trader shall have to ensure timely submission of bid on behalf of GRIDCO.
- viii. Trader shall abide by terms and conditions of the tender issued by buyer. Diligent consultation process between trader and GRIDCO will be followed. In case of any deviation suggested from GRIDCO the same shall be incorporated in the bid document.
- ix. The trader shall have to treat the bid document and contents therein, to be submitted on behalf of GRIDCO, as strictly confidential. No disclosure of the bid together with all its annexure and schedules should be made to any third person.
- x. The trader shall have to take exclusive written approval from GRIDCO for rates and quantum to be quoted in each tender.

5.2. *Alternative sale opportunities:*

- i. Assist GRIDCO in preparing strategies to sell its surplus pool power in the market by exploring various bilateral opportunities.
- ii. Assist GRIDCO in identifying and negotiating with prospective buyers (like utilities, commercial and industrial consumers, bulk consumers such as metros, railways, Municipal Corporation, etc.) on short/ medium/ long term basis so as to optimally utilise the surplus power available with GRIDCO.
- iii. Submit proposals to GRIDCO for sale of power to various entities on both short term and medium term basis with different generator mix.
- iv. Develop draft bid documents (RFQ, RFP, PPA/PSA) for sale of power based on the discussions with GRIDCO.
- v. Assist GRIDCO in developing NIT (Notice inviting tender) for inviting bidders for the bid process.

- vi. Assist GRIDCO in pre-bid meeting by developing a presentation outlining the bid process and respond to the bid related queries raised by the prospective bidders.
- vii. Undertake the compliance check on the bid response.
- viii. Review the bid responses provided by the bidders and short-list the bidders based on the technical qualification criteria specified in the bid documents.
- ix. Prepare an evaluation report based on the compliance check on eligible bidders for financial bid openings.
- x. Assist in evaluation of the financial bids of the eligible bidders
- xi. Develop an evaluation report which will be used by GRIDCO for its decision making.
- xii. Assist GRIDCO as and when required to develop a final evaluation report capturing the entire process from issuance of notification/NIT till award of contract

5.3. Other activities:

- i. After signing of LOI/ LOA with the buyers,
 - a. The trader shall timely apply for obtaining the open access reservation of transmission corridor after making advance payment to the nodal RLDC/SLDCs/CTU/STUs towards open access charges as per the then CERC/ SERCs regulations. GRIDCO shall reimburse all charges related to open access including application fee applicable to GRIDCO, i.e. up to delivery point on submission of documentary evidence. The trader shall explore all possibilities for obtaining open access corridor reservation.
 - b. The trader shall make the payment through RTGS within the specified due date for the power sold as per the invoice of energy sold issued by GRIDCO at the contracted rate to the trader.

- c. The trader shall have to provide adequate Payment Security Mechanism as specified in the salient features of the power supply agreement provided in Annexure - IX
- ii. The Trader shall prepare and submit a report to GRIDCO detailing the demand supply situation of all the states, states facing power deficit situation, prospective selling opportunities for the next month. This exercise shall be carried out in the first week of every month and a meeting shall be scheduled by 10th day of every month with the concerned GRIDCO officials to discuss the report.

6. General Terms and Conditions:

6.1. Eligibility:

6.1.1. General Eligibility Criteria:

- i. Trader should be registered with Central Electricity Regulatory Commission having valid Category I/ II/ III power trading licensee. Prospective trader has to submit attested copy of trading license issued by CERC.
- ii. The trader should be registered on e-platform for participation in the tenders through e-bidding process.
- iii. The trader should not have defaulted with any distribution companies/ utilities and has to submit certificate in this regard. An undertaking duly signed by the CEO/ MD/ Partner should be submitted as per Annexure IV in this regard.
- iv. The trader should have submitted the EMD and cost of the bid document as per the timeline specified in this tender. Proof of submission of EMD and cost of bid document must be submitted for fulfilment of this criteria.

6.1.2. Techno-Financial Eligibility Criteria:

- i. The trader should have dealt with at least two distribution companies/ utilities in power trading activities. The said information shall be submitted as per Annexure VIII of this tender document.

- ii. The trader should have minimum experience of at least one year in power trading business in its existing category. The bidder shall submit self-attested documentary evidence in this regard.
- iii. The trader should have a Net worth of at least INR 20 Crores in each of the last 3 (three) financial years (i.e. FY 2017-18, 18-19 & 19-20). The trader shall have to submit a net worth certificate certified by a Chartered Accountant firm for fulfilment of this criteria.
- iv. Volume of traded electricity by the trader should not be less than 2000 MUs in in each of the last 3 (three) financial years (i.e. FY 2017-18, 18-19 & 19-20). Self-attested documentary evidences in this regard needs to be submitted by the bidder.

6.2. Earnest Money Deposit

The trader shall be required to submit EMD of Rs. 1.00 lakh (Rs. One lakh) in the form of Demand Draft/ RTGS issued by any Nationalized/ Scheduled Bank.

- i. The EMD shall be forfeited if Bidder withdraws or modifies bid during Bid Validity Period
- ii. The EMD shall be refunded without any interest to the unsuccessful bidders within 10 days of the expiry of the Bid Validity period.

The bidder shall deposit earnest Money in the form of Crossed Demand Draft of any Nationalized Bank/ Scheduled bank drawn in favour of GRIDCO Ltd., Bhubaneswar payable at Bhubaneswar or transfer through RTGS directly in the designated account of GRIDCO as detailed below. If the EMD amount is less than the above prescribed amount, the bid shall be rejected straightway.

- **Account Name: GRIDCO Limited**
- **Bank Name: Union Bank of India, Bhubaneswar Main Branch, 38-Ashok Nagar, Bhubaneswar-751009**
- **Account Number: 380801014022021**
- **IFSC Code: UBIN0538086**

6.3. Conditional Offer

GRIDCO reserves the right to reject any conditional offer.

6.4. Pre-bid meeting

Pre-bid meeting shall be convened at 16:00 hrs of 09/02/2021 through video conferencing (VC). The interested participants should communicate their queries/ suggestions regarding this RFP document through mail. Further, the bidders shall have to provide the mail ids authorized by their respective company to participate in the pre-bid meeting. The authorization letter along with a brief company profile is also required to be submitted by the bidders. All the aforesaid information needs to be mailed to gridco.trading.cell@gmail.com before 12:00 hrs of 08/02/2021. The VC link for the pre-bid meeting shall be forwarded to the authorized mail ids only.

During the course of pre-bid meeting, the applicant will be free to seek clarification and make suggestions for consideration of GRIDCO. GRIDCO shall endeavour to provide clarification and further information as it may, in its sole discretion, consider appropriate for facilitating a fair, a transparent and competitive bidding process. The entry is permitted to the bidder/bidder's representative only.

6.5. Submission of Bid

The bidder shall submit their bids by post or personally, duly signed by authorized signatory on each page of bid document, in sealed envelopes in the following three parts (Part A, Part B and Part C):

The envelope containing the documents of part A, should indicate as "Part-A" and the Tender Specification Number should be indicated on the top of the envelope. The envelope should contain the following documents;

- a. Covering Letter indicating the list of documents enclosed in the envelope.
- b. Trader shall submit copies of Memorandum of Association/ Articles of Association, Certificate of Incorporation, as applicable of the applicant trader firm and latest audited financial statements of last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20) have to be furnished along with the offer.

- c. Bidder Company Data as per format annexed as Annexure-I.
- d. Demand Draft towards the deposit of Earnest money or details of transfer of EMD amount through RTGS in the designated account of GRIDCO Ltd
- e. Demand Draft/ Payment Slip towards payment of non-refundable cost of bid document
- f. Acceptance of General Terms and Conditions as per Annexure II
- g. Undertaking duly signed by the CEO/ MD/ Partner should be submitted as per Annexure IV
- h. No Deviation Certificate as per Annexure V.
- i. Anti-collusion affidavit (Annexure VI), to be executed on non-judicial stamp paper.
- j. Photocopy of its valid trading license issued by CERC.
- k. Other necessary document evidences supporting the General Eligibility Criteria (**Clause 6.1.1.**) of this tender document

The envelope containing the documents of part B, should indicate as "Part-B" and the Tender Specification Number should be indicated on the top of the envelope. The envelope should contain the documentary evidences supporting the Techno-Financial Eligibility (as per **Clause 6.1.2** of this document) of the bidder.

The envelope containing the documents of part C, should indicate as "Part-C" and the Tender Specification Number should be indicated on the top of the envelope. The envelope shall contain the Trading Margin quote in the prescribed format enclosed as Annexure - III.

All Part A, Part B and Part C shall be put together in one envelope marked "Offer for trading margin for Short Term Power Sale during the FY 2020-21 to 2021-22, enquiry number and its date and shall be sent/submitted to:-

Senior General Manager (Trading and BS)

GRIDCO Ltd.,

Janpath, Bhoinagar,

Vani Vihar, Bhubaneswar – 751022

E-mail: gridco.trading.cell@gmail.com

The bid be submitted on or before 13:00 hrs of 15/02/2021 and Part A of the bid will be opened on the same day at 16:00 hrs. After scrutiny of Part-A, the Part-B of the general eligibility qualified bidders will be opened later on same day or at a time which shall be intimated to the qualified bidder. The Part-C shall only be opened for the techno-financially qualified bidders at a time which shall be intimated to the qualified bidder. The representative of the bidders may be present at the time of opening of the Bids, if they so desire.

6.6. Validity of Bid

The bids shall remain valid for 30 days from the date of opening of the Financial Bid (Part C). In exceptional circumstances, prior to the expiry of the original bid validity period, GRIDCO may request the bidder to extend the period of validity for a specified additional period. The bidder may refuse the request without forfeiting its bid security. The bidder agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of his bid for the period of the extension.

6.7. Evaluation of tenders

To ensure competitiveness, the minimum number of bidders should be at least two. If the number of bidders responding to the RfP is less than two, then it is in the sole discretion of GRIDCO if still wants to continue with the selection process.

The offers of the bidders who have qualified the general eligibility criteria shall be considered for tender evaluation. The Evaluation of the tenders shall be done as below :-

i. Evaluation of Technical Part of Tender:

a. Point System for Selection Criteria:

The points to be given to the Bidders, based on submission of documentary evidences –

Sl. No.	Parameters	Maximum Marks
1	No. of DISCOMs/ Utilities dealt with	20
	$\geq 10 - 20$ points	
	$\geq 5 \ \& \ < 10 - 14$ points	
	$\geq 2 \ \& \ < 5 - 8$ points	
2	Average Net Worth for FY 2017-18, FY 2018-19 & FY 2019-20	20
	More than Rs. 100 crores – 20 points	
	Between Rs. 50 crores to 100 crores – 14 points	
	Between Rs. 20 crores to 50 crores – 8 points	
3	Experience of the Bidder in the present category	20
	Power Trading Activities ≥ 5 years – 20 points	
	Power Trading Activities $\geq 2 \ \& \ < 5$ years – 14 points	
	Power Trading Activities < 2 years – 8 points	
4	Average Volume of Electricity (MU) Traded in FY 2017-18, 2018-19 & 2019-20	20
	> 7000 MU – 20 points	
	4000 MU to 7000 MU – 14 points	
	2000 MU to 4000 MU – 8 points	
5	Presentation by the Bidder specifically on the approach to be undertaken by them for maximising the sale quantum of GRIDCO. The date of presentation shall be intimated to the general eligibility qualified bidder later.	20
	Total Marks	100

b. Final Stage of Selection:

The bidders who will secure minimum 70 marks in point system of selection criteria will be Techno-Financial successful Bidders. Price bids will be opened for Techno-Financial successful Bidders only.

ii. *Evaluation of Financial Part (Part C) of Tender*

- a. Bid will be cancelled if Quoted Price is mentioned anywhere in the offer except in Annexure III. CERC norms/ regulations shall be applicable for quoted trading margin.
- b. Bid ranking will be decided on quoted trading margin.
- c. GRIDCO shall empanel *total of three (3)* traders for sale of power separately. For this purpose, all the Techno-Financial successful bidders shall be asked to submit their counter offers through mail on a given date & time to match the L1 rates. In the event, more than one bidder matches the L1 rates then the bidder who is ranked higher as per **Point (b) of Clause 6.7 (ii)** shall be selected. However, if no bidder agrees to match the L1 rate, then the L2 and L3 bidder shall be empaneled. The quoted trading margin for each assignment shall remain firm throughout the period of empanelment including extended period, if any, and shall not be subject to any variation/ adjustment for any reason whatsoever.

In case of participation in a power purchase tender floated by buyers, first opportunity shall be given to the L1 bidder. In the event the L1 bidder refuses to participate in a particular tender, then the L2 bidder shall be given the opportunity to participate in the tender and in the event that L2 bidder also refuses to participate in a particular tender, then the L3 bidder shall be given the opportunity to participate in that tender. However, in case of exploring alternative short/ medium/ long term power sale opportunities the offer/ proposals of the empaneled traders shall be treated separately.

6.8. Issue of Letter of Award (LoA) /Letter Of Intent (LoI)

After the selection of successful bidder GRIDCO shall issue a LOA/LOI to the successful bidder. The bidder shall be required to convey its acceptance of the same within two days through fax/e-mail.

6.9. Empanelment Agreement

After the acceptance of the award by the successful bidder, an empanelment agreement shall be signed between GRIDCO and the successful bidder.

6.10. Performance Security

The successful bidders are required to submit performance security of Rs. 50 Lacs (Rs. Fifty Lacs) in the form of Bank Guarantee (Format attached as Annexure VII) issued by any Nationalized/ Scheduled Bank.

- i. Successful bidder must submit the Performance security within 30 days of issue of LoA for the Empanelment of the Successful Bidder (s), failing which EMD of the selected bidder shall be forfeited. After submission of Performance security, EMD will be returned to successful bidders. Such Performance Security shall be applicable for both the Empanelment Agreement and the Power Supply Agreements to be signed with GRIDCO for all of the future successful power supply arrangement and shall be liable to be appropriated upon any default as per terms and conditions of both these agreements.
- ii. The validity of Performance security shall be equivalent to Contract period with additional claim period of 90 days. Performance security will be returned to bidders after successful execution of work and clearance of all the liabilities.
- iii. Successful Bidder shall fulfil all the terms and conditions of the Empanelment Agreement and all the Power Supply Agreement to be signed with GRIDCO for each of the successful power supply arrangement. In the event of any default by the Successful Bidder (s), GRIDCO shall, without prejudice to its other rights and remedies

hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for forfeited.

- iv. Upon such encashment and appropriation from the Performance Security, the Successful Bidder (s) shall, within 10 (Ten) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which GRIDCO shall be entitled to terminate this Agreement in accordance with the terms and conditions of the Empanelment Agreement/ Power Supply Agreement.
- v. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Successful Bidder (s) shall be entitled to an additional Cure Period of 15 (fifteen) days for remedying the default and to comply with the terms and conditions of the Empanelment Agreement/ Power Supply Agreement, and in the event of the Successful Bidder (s) does not cure its default or meeting the terms and conditions of the Empanelment Agreement/ Power Supply Agreement, GRIDCO shall be entitled to encash and appropriate the Performance Security as Damages, and to terminate the Agreement.

6.11. Period of Empanelment

Empanelment of traders shall be done initially for the balance period of FY 2020-21 to 2021-22, that may be further extended for one more year on same terms and conditions on mutual agreement of GRIDCO and the successful bidders.

6.12. Dispute Resolution

Any dispute or difference, arising under, out of, or in connection with this RFP, shall be subject to exclusive jurisdiction of competent court at BHUBANESWAR only.

6.13. Arbitration

Subject to the statutory provisions for arbitration under the Electricity Act 2003, all other differences or disputes between the parties arising out of or in connection with this "Bid Document" shall be settled through arbitration with appointment of sole arbitrator by the GRIDCO Ltd. The proceeding of the Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be at BHUBANESWAR. The Language of the arbitration shall be in English. Expenses of the arbitration shall be borne by the parties in equal proportion. The Award of the Arbitrator shall be final and binding upon all parties.

6.14. Change in Law

In case of change in law or restriction imposed by Regulator (Central/ State) or Government or Appellate Tribunal/ High Court/ Supreme Court on any aspect for sale or purchase of power, the same shall be binding on both the parties.

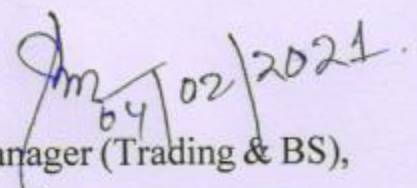
Change in Law shall also include any change in taxes, duties, cess or introduction of any tax, duty, cess made applicable.

6.15. Miscellaneous

- i. The language of the bid shall be English and so shall be the language of correspondence.
- ii. GRIDCO may, for any reason, whether on its own initiative or in response to any clarification requested by bidder(s) modify this tender specification by amendment under intimation to all prospective bidders and may also, at its discretion, extend the last date of submission of bids.
- iii. The bidder shall be responsible for all the costs associated with the preparation of its bid and participation in the negotiation process. GRIDCO will not be responsible or in any way liable for such cost regardless of the conduct or outcome of this process.
- iv. GRIDCO reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or

any obligation to inform the affected Bidder or Bidders on the grounds for the GRIDCO's action.

- v. The commencement of the work shall take place immediately after the signing of the agreement between GRIDCO & the successful bidder and after confirmation of CPG. GRIDCO shall have the right to terminate this agreement at any moment of time if the successful bidder fails to perform assignments as per the scope of work and other terms and conditions laid down in tender document and shall forfeit the performance security in case of termination of agreement. GRIDCO reserves the right to remove the trader from such services without assigning any reason.


Sr. General Manager (Trading & BS),
GRIDCO Ltd., Bhubaneswar

(To be given on the official letter of the Bidder)

BIDDERS COMPANY DATA:

- a) Name:
- b) Name of the Contact Person:
- c) E-Mail Address:
- d) Postal Address:
- e) Telephone:
- f) Fax Number:
- g) Complete details of any suit pending against/filed by Bidder in CERC / OERC / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
- h) Other Information, if any.

SIGNATURE OF AUTHORIZED PERSON

NAME OF THE PERSON

DESIGNATION

DATE

PLACE

SEAL/ RUBBER STAMP

WHETHER AUTHORIZED*: YES/ NO

*Note: - In case of company, enclose copy of Power of Attorney in favour of the authorized person to sign this bid to be submitted. In case of partnership it must be signed by a partner (copy of partnership deed should be enclosed) and in the absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so. Certified copies of which shall be enclosed.

(To be given on the official letter of the Bidder)

Acceptance of General Terms and Conditions

(To be submitted with Part A)

We have carefully gone through the bid document of tender enquiry _____ dated _____ and satisfied ourselves/ myself and hereby confirm that our/ my offer strictly confirm to the requirement of the bid document and all the terms and conditions are acceptable to us.

SIGNATURE OF AUTHORIZED PERSON

NAME OF THE PERSON

DESIGNATION

DATE

PLACE

SEAL/ RUBBER STAMP

(To be given on the official letter of the Bidder)

TRADING MARGIN

(To be submitted with Part B)

- A. The trading margin for sale of power on behalf of GRIDCO shall be ____ paisa/ kWh during the balance period of FY 2020 – 21 to 2021 – 22.
- B. We hereby confirm that the quoted trading margin and maximum quantum for each assignment shall remain firm throughout the period of empanelment and not be subject to any variation/ adjustment for any reason whatsoever.
- C. We hereby confirm that the maximum quantum quoted for sale does not guarantee allocation for each bidding/ transaction process and no claim shall be raised in this regard.

SIGNATURE OF AUTHORIZED PERSON

NAME OF THE PERSON

DESIGNATION

DATE

PLACE

SEAL/ RUBBER STAMP

(To be given on the official letter of the Bidder)

It is to certify that the Company has not defaulted in payment of dues for purchase of electricity with any distribution companies/ utilities so far.

SIGNATURE OF AUTHORIZED PERSON

NAME OF THE PERSON

DESIGNATION

DATE

PLACE

SEAL/ RUBBER STAMP

No Deviation Certificate
(To be filled by Bidder)

We understand that any deviations/ exceptions in any form from the aforesaid terms and conditions of this RfP may result in rejection of our bid. We, therefore, certify that we have not taken any deviations/ exceptions anywhere in our bid and we agree that if any deviation is mentioned or noticed, our bid may be rejected.

SIGNATURE OF AUTHORIZED PERSON
NAME OF THE PERSON

DESIGNATION

DATE

PLACE

SEAL/ RUBBER STAMP

Format for Anti-collusion Affidavit

(To be executed on the non-judicial stamp paper)

We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive/formation of cartel.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with instant proposal.

Date this..... Day of..... 2021.

SIGNATURE OF AUTHORIZED PERSON

NAME OF THE PERSON

DESIGNATION

PLACE

SEAL/ RUBBER STAMP

FORMAT OF THE BANK GUARANTEE FOR CPG

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of (Insert name of the Bidder) submitting the Bid *inter alia* for supply of power during the period {Insert Period} on short term basis, in response to Tender (Ref no-----) Issued by **GRIDCO Ltd.** and {Insert Name of the bidder} (Hereinafter called bidder) being a bidder is required to deposit CPG as per terms of Tender, having agreed to production of an irrevocable bank guarantee for **Rupees Figures----- [Rupees words----- Only]**, as a security / guarantee for compliance of his obligations in accordance with the terms and conditions of the Tender.

{Name of Bank} ("Guarantor Bank")

Address :-BHUBANESWAR Branch

BANK GURANTEE NO: { }

DATE: { Date of creation}

Amount: { }

We **{Name & Address of Bank}** (here in after referred to as "Guarantor Bank") hereby agree unequivocally, irrevocably and unconditionally to pay **GRIDCO Ltd.** (hereinafter referred to as "Seller") an amount not exceeding **Rupees {figures-- }/- [Rupees { words-----}]** on demand by the GRIDCO Ltd. .

The Guarantor Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the **Seller** or any representative authorized by it. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee however, our liability under this guarantee shall be restricted to an amount not exceeding **Rupees {figures--- }- [Rupees {words-----}]**

The Guarantor Bank hereby expressly agree that it shall not require any proof in addition to the written demand from the **Seller** or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Seller or its authorized representative.

We, the said bank further undertake to pay to the **Seller** any money so demanded notwithstanding any disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The Guarantor Bank further agree that the guarantee herein contained shall remain in full force until **{Date to be inserted by Seller}**. The Seller shall be entitled to invoke this Guarantee until **{insert date which is one year after the date in the preceding sentence}**

The Guarantor Bank further agree that **Seller** shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender. We shall not be relieved from our liability by reason of any such variation.

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

The Guarantor Bank represent 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 the **Seller** or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or

to give any notice to the Bidder to enforce any security held by the **Seller** or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank hereby agree and acknowledge that **Seller** shall have a right to invoke this **BANK GUARANTEE** in part or in full, as it may deem fit. The bank guarantee amount will be remitted to the account of **GRIDCO Ltd.** as mentioned in written demand from the **Seller**.

We {Name of Bank} lastly undertake not to revoke this guarantee except with the previous consent of the Seller in writing.

Notwithstanding anything contained herein,

(i) Our liability under this guarantee shall not exceed **Rupees {figures----}**
[Rupees words-----]

(ii) This bank guarantee shall be valid up to **{Date to be inserted by Seller}** The Seller shall be entitled to invoke this Guarantee until **{insert date which is one month after the date in the preceding sentence}**

(iii) We are liable to pay guarantee amount or any part thereof under this guarantee only if you serve us a written claim or demand at our office, **{Name and Address of Bank BHUBANESWAR Branch}** within the validity period of this Bank Guarantee. After which the bank shall be discharged from all the liabilities.

Dated :

Place : BHUBANESWAR

PROJECT EXPERIENCE

The Bidder's relevant past experience should be provided as per the requirements specified for meeting eligibility criteria under **Clause 6.1**.

Bidder should submit the details as per the format in the table provided below and necessary supporting documents such as (REA) Form-IV, Certificate from utility, etc. should be enclosed.

Name of Assignment	Name of Client Organisation	Duration of Assignment	Brief description of work	Relevant Proof submitted (Y/N)

SIGNATURE OF AUTHORIZED PERSON

NAME OF THE PERSON

DESIGNATION

DATE

PLACE

SEAL/ RUBBER STAMP

SALIENT FEATURES OF POWER SUPPLY AGREEMENT

1. Performance Security

The successful bidders are required to submit performance security of Rs. 50 Lacs (Rs. Fifty Lacs) in the form of Bank Guarantee (Format attached as Annexure VII) issued by any Nationalized/ Scheduled Bank.

- i. Successful bidder must submit the Performance security within 30 days of issue of LoA for the Empanelment of the Successful Bidder (s), failing which EMD of the selected bidder shall be forfeited. After submission of Performance security, EMD will be returned to successful bidders. Such Performance Security shall be applicable for both the Empanelment Agreement and the Power Supply Agreements to be signed with GRIDCO for all of the future successful power supply arrangement and shall be liable to be appropriated upon any default as per terms and conditions of both these agreements.
- ii. The validity of Performance security shall be equivalent to Contract period with additional claim period of 90 days. Performance security will be returned to bidders after successful execution of work and clearance of all the liabilities.
- iii. Successful Bidder shall fulfil all the terms and conditions of the Empanelment Agreement and all the Power Supply Agreement to be signed with GRIDCO for each of the successful power supply arrangement. In the event of any default by the Successful Bidder (s), GRIDCO shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for forfeited.
- iv. Upon such encashment and appropriation from the Performance Security, the Successful Bidder (s) shall, within 10 (Ten) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security

provide a fresh Performance Security, as the case may be, failing which GRIDCO shall be entitled to terminate this Agreement in accordance with the terms and conditions of the Empanelment Agreement/ Power Supply Agreement.

- v. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Successful Bidder (s) shall be entitled to an additional Cure Period of 15 (fifteen) days for remedying the default and to comply with the terms and conditions of the Empanelment Agreement/ Power Supply Agreement, and in the event of the Successful Bidder (s) does not cure its default or meeting the terms and conditions of the Empanelment Agreement/ Power Supply Agreement, GRIDCO shall be entitled to encash and appropriate the Performance Security as Damages, and to terminate the Agreement.

2. Payment Security Mechanism

The trader shall provide weekly revolving Letter of Credit equivalent to 100% of the estimated energy billing at contracted tariff for the duration mentioned in the following table, prior to the commencement of power supply.

Sl. No.	Billing Cycle	DPS applicability	LC equivalent to
1	Weekly	1 week from receipt of bill	22 days
2		15 days from receipt of bill	30 days
3		30 days from receipt of bill	45 days
4	Fortnightly	1 week from receipt of bill	29 days
5		15 days from receipt of bill	37 days
6		30 days from receipt of bill	52 days
7	Monthly	1 week from receipt of bill	44 days
8		15 days from receipt of bill	52 days
9		30 days from receipt of bill	66 days

All L/C charges shall be borne by the trader. The LC will be used only as a default payment security mechanism. In the event, payment is not made by the

due date then GRIDCO would have the right to realize the payment through Letter of Credit. In case of encashment of the LC amount by GRIDCO as per the terms and conditions of the contract, then the LC amount shall be reinstated automatically not later than three days from such encashment. In case LC is not reinstated in three days, GRIDCO shall have the right to stop scheduling and terminate the contract.

Alternatively: The empanelled bidder shall submit adequate payment security mechanism for a given transaction. In the event, payment is not made by the due date then GRIDCO would have the right to realize the payment through the submitted PSM. However, if the PSM is not acceptable to GRIDCO then the said transaction shall not be materialized.

3. Payment

The trader shall make full payment to GRIDCO without deducting trading margin within the "due date". In case due date is on a holiday at the buyers end then the next working day shall be treated as due date. The due date shall be as per condition of utility's tender enquiry/ transaction to transaction basis. GRIDCO shall pay the trading margin on the Energy sold as per Regional Energy Account (REA)/ State Energy Account (SEA). Invoice for trading margin shall be raised separately by the trader which will be paid within 7 days after the deduction of applicable TDS of Income tax and GST.

In case of incorrect/ disputed bills, trader shall pay 95% of the bill amount to GRIDCO within due date, with a dispute notice to GRIDCO.

4. Minimum Sale Price and Incentives

For sale by trader, GRIDCO shall make available surplus power available under PPAs signed by GRIDCO. Since the tariff under each PPA is different, GRIDCO shall specify a Minimum Sale Price for each lot/ block for the power to be sold by the successful bidder (s) from time to time.

The trader shall sell such power at a rate not lower than the Minimum Sale Price (MSP) per unit for each lot/ block specified from time to time by GRIDCO during the Contract Period. The trading margin on the power sold shall be as

specified in the LoA awarded to the successful Bidder (s). In addition to the trading margin, the trader shall be eligible for an incentive @ 1% as per the mechanism explained in the example below. The incentive is capped to a maximum of 7 paise per unit including the trading margin as per CERC (Procedure, Terms and Conditions for grant of trading licence and other related matters) Regulations, 2020.

Example:

A: Minimum Sale Price per Unit (Assumption): Rs. 4 per Unit

B: Trading Margin (Assumption): Rs. 0.02 per Unit

C: Selling Price of Trader (Assumption): Rs. 5 per Unit

D: Base for Incentive Calculation: $C - (A+B)$

Base for Incentive Calculation as per example: $\text{Rs. } (5 - 4 - 0.02) = \text{Rs. } 0.98$

I: Incentive per Unit = $\text{Rs. } D \times 1\%$

Incentive per Unit as per example = $\text{Rs. } 0.98 \times 1\% = \text{Rs. } 0.0098$ per Unit

The sum of amounts B and I above shall be capped at 7 paise/unit

5. Surcharge for Late Payment

A surcharge of 1.5% per month on prorata basis shall be applied to all the payments outstanding from trader after due date of payment. Surcharge shall be calculated on day-to-day basis. Month shall be reckoned as 30 days.

6. Dispute Resolution

Any dispute or difference, arising under, out of, or in connection with this RFP, shall be subject to exclusive jurisdiction of competent court at BHUBANESWAR only.

7. Arbitration

Subject to the statutory provisions for arbitration under the Electricity Act 2003, all other differences or disputes between the parties arising out of or in connection with this "Bid Document" shall be settled through arbitration with

appointment of sole arbitrator by the GRIDCO Ltd. The proceeding of the Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The venue for arbitration shall be at BHUBANESWAR. The Language of the arbitration shall be in English. Expenses of the arbitration shall be borne by the parties in equal proportion. The Award of the Arbitrator shall be final and binding upon all parties.

8. Change in Law

In case of change in law or restriction imposed by Regulator (Central/ State) or Government or Appellate Tribunal/ High Court/ Supreme Court on any aspect for sale or purchase of power, the same shall be binding on both the parties.

Change in Law shall also include any change in taxes, duties, cess or introduction of any tax, duty, cess made applicable.

9. Miscellaneous

The commencement of the work shall take place immediately after the signing of the agreement between GRIDCO & the successful bidder and after confirmation of CPG. GRIDCO shall have the right to terminate this agreement at any moment of time if the successful bidder fails to perform assignments as per the scope of work and other terms and conditions laid down in tender document and shall forfeit the performance security in case of termination of agreement. GRIDCO reserves the right to remove the trader from such services without assigning any reason.

For Trader	For Seller (GRIDCO Ltd.)
Name/Designation	Name/Designation
Witnessed by:	Witnessed by: