

OFFER FOR SALE (OFS)
OF
500 MW SOLAR POWER
THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS WITH
GREENSHOE OPTION

Issued By
GRIDCO Limited

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Bid Information Sheet

(A)	Name of Work / Brief Scope of Work	Offer for Sale of 500 MW Solar Power from 01-04-25 to 31-03-30
(B)	OFS No. and Date	Tender No – SOLAR/02/2023-24 dt. 19.12.2023
(C)	Document Fee / Cost of OFS Document (Non-Refundable)*	Rs. 11,800.00 (including GST @ 18%) Rupees Eleven thousand eight hundred
(D)	Earnest Money Deposit (EMD)	Rs. 5 lacs/MW
(E)	Contract Performance Guarantee	Rs. 10 lacs/MW
(F)	Date & Time of Pre-Bid Meeting	1600 hrs on 05.01.2024
(G)	Bid Submission Deadline	1400 hrs on 16.01.2024
(H)	Date and time of opening of Tender document	1700 hrs on 17.01.2024
(I)	Place of opening of Tender	Conference Hall, GRIDO Ltd., Janpath, Bhubaneswar, Odisha - 751022
(K)	Name, Designation, Address and other Details (for submission of response to OFS)	Office of the Sr. General Manager (PP), GRIDCO Ltd., Janpath, Bhubaneswar, Odisha - 751022

*In case of downloaded documents, the cost of tender document to be paid in shape of Demand Draft drawn on any nationalized bank in favor of GRIDCO Limited payable at Bhubaneswar or through electronic funds transfer to GRIDCO's bank account mentioned below:-

Account Name : GRIDCO Limited
Bank Name : Union Bank of India, Main Branch, Bhubaneswar
Account Number : 380801010035242
IFSC Code : UBIN0538086

A GST invoice will be issued by GRIDCO towards the receipt of the tender document fee.

1. Introduction and Background

GRIDCO Limited, a wholly State-owned Undertaking, is a Deemed Trading Licensee under 5th proviso to Section 14 of the Electricity Act, 2003. GRIDCO is engaged in the business of purchase of electricity in bulk from various generators located in & outside Odisha and the state share of power from the Central Generators for supply in bulk to the four Electricity Distribution Utilities in the State of Odisha and also performs trading of surplus power through traders.

Ministry of Power, Government of India vide its notifications dated 22.07.2022 & 19.09.2022 has notified RPO trajectory up to 2030 for compliance by different obligated entities. As per the trajectory, RPO targets will gradually increase from 24.61 percent in FY23 up to 43.33 percent in FY30. Moreover, Hon'ble OERC has come up with Draft OERC (Procurement of Energy from Renewable Sources and its Compliance) Regulations, 2021 (First Amendment) mandating a uniform long term growth trajectory of Renewable Purchase Obligations (RPOs), in line with the MoP, GoI, to be complied by the obligated entities situated inside the State. In view of the aforesaid notifications, the Open Access consumers and Industries having Captive Thermal Power Plants need to procure the specified percentage of their consumption from renewable energy sources to meet their RPO targets.

In November, 2022, Government of Odisha has notified Odisha Renewable Energy Policy (OREP) 2022 to support development of RE projects in the state. Such RE projects shall not only result in optimal utilization of RE potential of the State but also facilitate procurement of RE power by different obligated entities. The policy has mandated GRIDCO as an aggregator of power i.e to aggregate RE demand from industries in Odisha and supply the same from RE projects developed in the state. The RE power purchased from GRIDCO shall not attract any cross subsidy surcharge and also be eligible for all other incentives as per the policy.

Furthermore, the OREP 2022 includes provision for RE power banking by Open Access and Captive Consumers within the State with GRIDCO and basing upon such provision Hon'ble OERC has incorporated regulations regarding RE power banking with GRIDCO in its Draft OERC (Promotion of Renewable Energy Through Green Energy Open Access) Regulations 2023. Anticipating substantial RE power banking by different entities in the upcoming years and considering its own RE power procurement planning, there is a possibility that GRIDCO may have a pool of 500 MW solar power from FY 2025-26 onwards for sell to different Industries situated in the State. In view of the above, GRIDCO has decided to carry out the bidding process for selection of intra-state industries (Bidders) for sale of solar power as per the terms and conditions specified in the Bidding Documents.

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2. Quantum of Power

GRIDCO invites bid for sale of Solar Power as mentioned in the table below. The Bidder(s) shall be capable of off-taking power from GRIDCO at the Delivery Point for the period as offered with effect from the period as mentioned in the Table.

Period	Offered Capacity (MW)	Minimum Bid Quantity (MW)	Maximum Bid Quantity (MW)
01.04.2025 to 31.03.2030	500	10	250

The quantum mentioned in the tender document is the offered Solar Capacity and therefore the power supply shall be limited to solar hours only. As the Offered Capacity is of Solar Power, therefore there will be variability in the power schedule and thus, firm power cannot be scheduled against such Solar Capacity. However, power availability shall be intimated on Day Ahead basis.

Further, GRIDCO shall endeavor to supply minimum 20% of the energy corresponding to the contracted capacity in a FY. For e.g. if contracted capacity is 200 MW then energy corresponding to the contracted capacity in a FY is 1752 MU and minimum supply from GRIDCO under this arrangement shall be around 350 MU (20% of 1752 MU).

3. Benefits applicable on procurement of power

The following incentives can be availed by buyers for purchase of RE power from GRIDCO:

- Electricity Duty exemption of 50 paise/unit
- Full exemption on cross-subsidy surcharge
- 20 paise per unit exemption on STU charges
- 25% exemption on wheeling charges

It is pertinent to mention here that the incentives offered in the tender are subject to issuance of appropriate Regulations by Hon'ble OERC basing upon the OREP, 2022 and IPR, 2022. In case of change in the concerned regulatory provisions owing to any amendments in the aforesaid policies, then the same shall also be applicable to the transactions executed under this tender.

4. Delivery Point

The delivery point shall be GRIDCO's periphery, i.e. interconnection of the power injection point, maybe interstate or intrastate, with the STU (OPTCL) network.

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5. Qualification Criteria

The qualifying requirements for a bidder to bid for this tender are as follows:

- i) Bidder should have positive Net Worth as on the last date of previous Financial Year.
- ii) Bidder should have minimum annual turnover of **INR 3 Cr/MW** (Rs. 3,00,00,000/MW) of the quoted capacity during the previous Financial Year.
- iii) The bidder should furnish the net worth certificate and turnover statement of the previous 3 (Three) years duly certified by the statutory auditors in addition to the annual audited financial report for the previous year.
- iv) The Bid Quantum must not be less than Minimum Bid Quantity of 10 MW.

6. Tariff Structure

6.1. The Bidder shall be required to quote:

- The quantity of Solar Capacity required at the Delivery point - the Bid Quantum in MW
- A single part Tariff in Rs. /kWh at the Delivery Point.

6.2. Bidder shall bear all applicable charges and losses such as STU transmission charges & losses, SLDC charges, wheeling charges & losses and any other applicable charges & losses beyond Delivery Point along with all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies.

6.3. The tariff should be constant and there shall be no escalation during the contract period.

6.4. The successful bidder is responsible for the arrangement of open access to off-take the power beyond delivery point after making necessary advance payments. Any liability on account of open access or any clarification on open access beyond delivery point will not come under purview of GRIDCO.

7. Bid Submission

- 7.1. GRIDCO has adopted a two-part bidding process for selection of the Bidder. The first part shall pertain to the technical bid while the second part shall pertain to the Financial Bid. Both the parts shall be evaluated in terms of the provisions of this document.
- 7.2. Bidders shall be required to submit separate non-financial Technical Bid and Financial Bids though offline mode on or before due date. Both the envelopes shall be put together in one sealed envelope marked **"Offer for Sale of 500 MW Solar Power by GRIDCO LIMITED"** and shall be sent to following address:

**Sr. General Manager (PP),
GRIDCO Ltd.,
Janapath, Bhubaneswar-751022**

E-mail: sgm.pp@gridco.co.in

The Bidder will have to indicate their requisitioned capacity and minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s).

- 7.3. The bidder shall carefully go through the OFS and prepare the required documents. Bidders should take note of all the addendum / corrigendum related to the OFS and submit the latest documents as part of the Bid.
- 7.4. Following documents are to be submitted as part of bid:

Part-A: Technical Bid

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;

- i) Filled in Cover Letter (As per Annexure-B)
- ii) All supporting documents regarding meeting the eligibility criteria
- iii) NEFT/RTGS details towards Bid Processing Fee
- iv) Bank Guarantee towards EMD (Format enclosed as Annexure – C)
- v) Board Resolution / Power of Attorney (As per Annexure - D) for signing of Bid
- vi) Audited Financial Statements in support of Net Worth and Turnover
- vii) Any other document required as per the provisions of bid document

Part-B: Financial Bid:

The envelope containing the documents of Part B should indicate as "Part-B" and contain the Financial Bid consisting of Tariff and Bid Quantum for purchase of energy from GRIDCO Ltd. as per Annexure-E and shall be unconditional.

No part of Financial Bid shall be included in the Technical Bid.

- 7.5. Both the envelopes shall be put together in one sealed envelope marked "**Offer for Sale of 500 MW Solar Power by GRIDCO LIMITED**" and shall be sent to following address:

**Sr. General Manager (PP),
GRIDCO Ltd.,
Janapath, Bhubaneswar-751022
E-mail: sgm.pp@gridco.co.in**

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8. Bid Evaluation

Techno-Commercial Evaluation (Step-1)

- 8.1. Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this OFS.
- 8.2. The response to OFS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the OFS.
- 8.3. Bid documents received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.

Financial Bid Evaluation (Step-2)

- 8.4. Second Envelope of only those bidders shall be opened whose technical bids are found to be qualified as per the OFS.
- 8.5. Bidder may place single bid for multiple locations and the responsibility of applying for Open Access shall be of the Buyer. However, the bid quantity should not exceed 250 MW for a single bidder (cumulative of all locations).
- 8.6. The Bidder will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh. The tariff has to be quoted up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).
- 8.7. In this step, evaluation will be carried out based on tariff quoted by Bidders. Solar power available with GRIDCO shall be allotted to the qualified bidders as per the bid ranking.
- 8.8. GRIDCO Ltd. in its own discretion has the right to reject all/ part of Bids or call off the tender without assigning any reasons whatsoever thereof and without any liability.
- 8.9. Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation:

Bidder	Submitted Financial Bid (Rs./ kWh)	Ranking
B1	4.50	H1
B2	4.40	H2
B3	4.30	H3

B4	4.30	H3
B5	4.20	H4

- 8.10. In case of a tie-breaker, where two Bidders quote the same Tariff, the Bidder quoting a higher Quantum will be given a better ranking.
- 8.11. Solar power capacity available with GRIDCO shall be allotted to the qualified bidders as per the bid ranking. If multiple bidders submit bids for the same requisition, then the available surplus power shall be allocated as per the bid ranking. Solar power shall be first assigned to the bidder which has quoted the highest rate (H1), then remaining power shall be offered to the next bidders as per the bid ranking at the H1 rate. If any capacity is left after the aforesaid exercise, then it shall be offered at H2 rate to the remaining bidders as per their bid ranking and so on.
- 8.12. At the end of selection process, Letters of Award (LoA) will be issued to the successful Bidders within 30 days from the date of opening of bids.

9. Bid Validity

The Bidder shall submit the response to OFS which shall remain valid up to 180 days from the last date of submission of response to OFS ("Bid Validity"). GRIDCO reserves the right to reject any response to OFS which does not meet the aforementioned validity requirement.

10. Earnest Money Deposit

- 10.1. The Bidders are required to submit EMD, payable at Bhubaneswar for the capacity which they wish to offtake (in single bid or sum total of multiple bids) @ INR 5 Lakhs/MW (Rs. 5,00,000/- per MW in the form of Bank Guarantee issued by any Nationalized / Scheduled Bank. The format for Bank Guarantee has been provided at Annexure-C.
- 10.2. All costs / expenses / charges associated with the bidding, including bank guarantee etc. shall be borne by the bidder. The validity of the EMD shall be valid for one year.
- 10.3. The EMD shall be forfeited:
- i) If Bidder withdraws bid, during Bid Validity Period
 - ii) If successful Bidder fails to off-take power from GRIDCO once supply commence as per contract period
 - iii) For non-submission of Contract Performance Guarantee as specified in this OFS document, by Successful Bidder(s).
- 10.4. The EMD shall be refunded / returned to the unsuccessful bidders within 15 days of expiry of Bid validity period. GRIDCO may ask bidder to extend the EMD.

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10.5. The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

10.6. No interest shall be paid on the Earnest Money Deposit.

11. Contract Performance Guarantee

11.1. The Successful Bidder(s) shall be required to furnish CPG within 3 days from the date of issue of Letter of Award. The CPG shall be an amount calculated @ INR 10 Lakhs/MW (Rs. 10,00,000/- per MW).

11.2. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank, payable at Bhubaneswar and valid for the period of contract with a claim period of 6 month after the expiry of contract period. The format of BG has been provided at Annexure-C.

11.3. In the event, the CPG is not furnished within the stipulated date, the EMD shall be forfeited and GRIDCO shall have the authority to cancel/terminate the contract.

11.4. The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG would be released within 6 months after completion of Contract Period. However, the CPG should be extended till full settlement of any dispute/dues.

12. Power Sale Agreement

The Successful Bidder(s), now the Procurer(s), shall sign a Power Sale Agreement or PSA with GRIDCO within 30 days of issuance of LOA. The PSA shall incorporate the terms and conditions mentioned in the tender document and Annexure A of this tender document, among other necessary conditions, if any.

13. Capacity Allocation under Greenshoe Option

13.1. After shortlisting the Successful Bidders up to the offered quantity (MW) as specified in above, GRIDCO may offer quantum under Greenshoe option to willing buyers under same terms and conditions, anytime during the period of contract.

13.2. The priority of offer shall be given to Successful Bidders/Procurer in order of their ranking in the Initial Price Offer. The Additional Quantum shall be limited to 50% of the signed PSA of the Procurer. Thereafter, it shall be offered to the next highest bidder and so on until the capacity under Greenshoe option is exhausted. The tariff shall be same as the existing PSA.

13.3. Allocation of additional quantum to willing buyers, under Greenshoe option shall be completely at GRIDCO's discretion.

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14. Clarification regarding the bid process

Any queries or request for additional information concerning this OFS shall be submitted by speed post/courier and by email attaching the queries in Microsoft word file so as to reach the designated officer by the specified date. The envelopes/emails shall bear the following title/subject:

"Queries/Request for Additional Information: "Offer for Sale of 500 MW solar power through tariff based bidding".

15. Pre-bid Meeting

A pre-bid meeting shall be held in Hybrid mode (i.e. both in Physical and VC mode) on the date mentioned in the Bid Information Sheet. The venue for arrangement of physical pre-bid meeting shall be Conference Hall, GRIDCO Limited, Janpath, Bhubaneswar. The VC link will be provided only to the authorized representatives of the bidders who sends request to GRIDCO Ltd. through e-mail to gridco.trading.cell@gmail.com by 1400 hrs on 04.01.2024 for attending the meeting virtually.

16. Modification of the Bid Document

GRIDCO reserves the right to modify the terms and conditions of the Bid Documents prior to the submission of the bid by the bidder by issuing amendment(s)/ corrigenda and such amendment(s)/ corrigenda shall form part of the bid documents.

17. 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 Bhubaneswar shall have exclusive jurisdiction.

18. Arbitration

All differences or disputes between the parties arising out of or in connection with these presents save any question or matter of dispute which falls within the scope and purview of the statutory arbitration under the provisions of the Electricity Act, 2003 as amended from time to time and as per the provisions of the Arbitration and conciliation Act, 1996. Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under this agreement.

19. Disclaimer

The materialization of the tendering process is subject to the finalization of regulations basing upon the provisions mentioned in OREP, 2022 and IPR, 2022. Neither GRIDCO nor its employees shall be liable to any Bidder or any other person under any 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 GRIDCO or its employees. For the avoidance of doubt it is expressly clarified that this Bid document is an offer to bid and is subject to the award of LoA/ execution of PSA by GRIDCO Limited and acceptance of the LoA/ execution of PSA by the selected Bidder.

20. Designated address

All communication regarding the bid process shall be done with the following contact person:

Name : Mr. B.K. Das

Designation : SGM - Power Purchase

Email : sgm.pp@gridco.co.in

Address : GRIDCO Ltd, Janpath, Bhubaneswar-751022



For and on Behalf of GRIDCO

GENERAL TERMS AND CONDITIONS

The general terms and conditions for sale of Solar power by GRIDCO Limited under the Tender No.: Tender No – SOLAR/02/2023-24 are as follows:

1. Quantum of Power

GRIDCO invites bid for sale of Solar Power as mentioned in the table below. The Bidder(s) shall be capable of off-taking power from GRIDCO at the Delivery Point for the period as offered with effect from the period as mentioned in the Table.

Period	Offered Capacity (MW)	Minimum Bid Quantity (MW)	Maximum Bid Quantity (MW)
01.04.2025 to 31.03.2030	500	10	250

The quantum mentioned in the tender document is the offered Solar Capacity and therefore the power supply shall be limited to solar hours only. As the Offered Capacity is of Solar Power, therefore there will be variability in the power schedule and thus, firm power cannot be scheduled against such Solar Capacity. However, power availability shall be intimated on Day Ahead basis.

Further, GRIDCO shall endeavor to supply minimum 20% of the energy corresponding to the contracted capacity in a FY. For e.g. if contracted capacity is 200 MW then energy corresponding to the contracted capacity in a FY is 1752 MU and minimum supply from GRIDCO under this arrangement shall be around 350 MU (20% of 1752 MU).

2. Delivery Point

The delivery point shall be GRIDCO's periphery, i.e. interconnection of the power injection point, maybe interstate or intrastate, with the STU (OPTCL) network.

3. Open Access Charges and Losses

- 3.1. Buyer shall bear all applicable charges and losses such as STU transmission charges & losses, SLDC charges, wheeling charges & losses and any other applicable charges & losses beyond Delivery Point along with all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies.
- 3.2. The buyer shall be responsible for the arrangement of open access to off-take the power beyond delivery point after making necessary advance payments. Any

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liability on account of open access or any clarification on open access beyond delivery point will not come under purview of GRIDCO.

4. Scheduling and Energy Accounting

- 4.1. The buyer shall be responsible for the arrangement of open access to off-take the power beyond delivery point after making necessary advance payments. Any liability on account of open access or any clarification on open access beyond delivery point will not come under purview of GRIDCO.
- 4.2. The scheduling and dispatch of the power shall be coordinated with the respective RLDCs/SLDCs as per then prevailing concerned CERC/ OERC regulations such as Open Access regulations, etc, relevant provisions of IEGC/ OEGC, the decisions of RLDCs/SLDCs/RPCs and any other applicable regulations.
- 4.3. GRIDCO, depending upon the Solar power available for a given delivery day for onward supply to the Buyer, shall intimate the quantum of power that may be supplied to the Buyer on as and when available basis for the concerned delivery day, by 10:30 hrs of the day before the delivery day. The available solar power shall be allocated to different Buyers on pro-rata basis based on their contracted capacity with GRIDCO.
- 4.4. The Buyer shall have no right of refusal to the power offered by the Bulk Supplier for a given delivery day as per Clause 4.1 above, limited to the Buyer's contracted capacity under this tender, except for Force Majeure conditions as mentioned in Clause No-9.
- 4.5. The energy accounting shall be on the basis of the data provided by SLDC.

5. Billing

GRIDCO shall raise monthly bill at the end of a calendar month through E-mail based on the Solar energy supplied under this arrangement during the concerned calendar month. The Buyer shall pay the billed amount on or before the due date i.e. within 30 days of presentation of bill, including the date of issuance of the bill.

6. Payment, Rebate and Delayed Payment Surcharge

The Buyer shall transfer funds electronically to GRIDCO's bank account, details provided below, against the monthly bills raised by GRIDCO (as per above Clause). Rebate on prompt payment shall be applicable as follows:

- i. When payment is made within a period of 5 days of presentation of bills, including the date of issue of bill, then a rebate of 1.5% shall be allowed. In case the last day or

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5th day is official holiday, the 5th day for the purpose of Rebate shall be construed as the immediate succeeding working day.

- ii. Where payments are made on any day after 5 days and within a period of 30 days (Due Date) of presentation of bills, including the date of issue of bill, a rebate of 1% shall be allowed.

With regards to the Late Payment Surcharge, it is stated that in case the payment of any bill is delayed beyond a period of 45 days from the date of presentation of bills, including the date of issue of bill, a late payment surcharge at the rate of 1.50% per month shall be levied.

7. Payment Security Mechanism:

That the Buyer shall provide the monthly revolving Letter of Credit (LC) for an amount equivalent to **75 days** of estimated energy billing at price discovered through tender as payment security mechanisms. The LC shall be established in any scheduled bank and to be negotiated at a branch located in Bhubaneswar in favor of GRIDCO at least **07 days** before the start of the flow of power.

Initially, the validity of LC should be for one year from the date of issue and to be renewed on yearly basis before 1 month from the date of expiry.

The LC opening, negotiation & all other charges shall be borne by the successful bidder. GRIDCO shall have full authority to adjust any default amount under the agreement by negotiating the LC.

The LC shall be established and remain valid up to 75 days beyond the expiry of the contract.

GRIDCO will not commence flow of power in absence of adequate payment security mechanism. In the event of failure to provide payment security mechanism before the start of flow power, GRIDCO reserves the right to cancel the award or not to schedule the power at its sole discretion.

In the event of delay in providing payment security mechanism all charges including any penalty/ compensation or DSM charges liability if any, payable under the contract shall be to the account of Buyer. In such case, the contracted quantum shall be considered as deemed scheduled and compensation clause shall be applicable.

The LC will be used only as a standby Payment Security Mechanism only. In the event payment is not made by the "Due Date" then the seller has the right to realize the payment through Letter of Credit instantly without referring to the applicant.

In case of drawl 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 drawl. In case LC is not reinstated in three days, GRIDCO shall have the right

to stop scheduling and terminate the contract. At any time the amount of LC is insufficient for recovery of the amount due, the applicant within a period of 7 days on which the shortfall occurred, cause the LC to be replenished or reinstated.

The tenure of the LC to be for one year beyond the expiry of contract or settlement of any dispute whichever is later.

The terms and conditions for the LC are given as attachment to Annexure- F

8. Liquidated Damages / Compensation in case for failure to supply/off-take the power

Any party who fails to supply / off-take power, without a prior notice of 72 hours, shall be liable to make payment to the other part, an amount equivalent to the cost of power which was supposed to have been supplied for duration of failure as per the PSA.

9. Force Majeure

No party shall be liable for any claim of any damage whatsoever arising out of failure to carry out the terms of the agreement due to the reasons governed by Force Majeure conditions as given below:

- i) 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. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.
- ii) 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 causing disruption of the system.
- iii) Non-granting of open access by RLDCs/SLDC due to corridor constraints.
- iv) Islanded operation of GRIDCO system from rest of grid.

Further, in case of eventuality/ contingency, GRIDCO at its discretion may schedule less or zero power, both on day ahead & intraday basis, with prior intimation to the Buyer. Supply/ drawl of power shall be started as soon as practicable by the parties concerned after such eventuality has come to an end or ceased to exist.

10. Settlement of Disputes

All differences and disputes, if any between the parties arising out of or in connection with this agreement shall be mutually discussed and amicably settled within 90 days of its receipt. If any dispute arises between the parties pertaining to the present agreement and is

not resolved within 90 days, then the aggrieved party shall approach the Hon'ble OERC for adjudication of the dispute.

Notwithstanding the existence of disputes, and differences, the parties hereto shall continue to perform their respective obligations under this Agreement.

11. Change in Law

Change in law shall include the following:

- a. Any change in transmission charges and open access charges
- b. Any change in taxes (excluding income tax), duties, cess or introduction of any tax, cess made applicable for supply of power.

12. Court Jurisdiction

All differences or dispute between the parties arising out of or in connection with this PSA, which fall beyond the appropriate Commission under the Electricity Act, 2003, shall be governed by Law of India and subject to jurisdiction of Courts situated in Bhubaneswar only to the exclusion of all other courts.

13. Termination

GRIDCO reserves the full right to terminate the transaction as per this PSA in case the Buyer fails to abide by the stipulated terms and conditions. In such an eventuality GRIDCO shall neither be responsible nor liable for any loss suffered by the Buyer.



COVER LETTER (signed copy to be submitted by Bidder)

Dated:

The,
.....
.....

Sub: Bid for Offer For Sale of 500 MW solar power through competitive bidding

Dear Sir,

1. With reference to your Bidding Document dated, I/we, having examined the Bidding Document and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that GRIDCO will be relying on the information provided in the Bid and the documents accompanying the Bid, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. I/ We shall make available to GRIDCO any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of GRIDCO to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We declare that:
 - 5.1. I/ We have examined and have no reservations to the Bidding Document, including any Addendum issued by GRIDCO; and
 - 5.2. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of this tender
 - 5.3. The undertakings given by us along with the Bid were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.



6. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
7. I/ We believe that we satisfy the Net Worth criteria and meet the requirements as specified in the Bidding Document.
8. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
9. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification, we shall intimate GRIDCO of the same immediately.
10. I/ We acknowledge and agree that in the event of a change in control of Bidder whose Technical Capacity and Financial Capacity was taken into consideration for the purposes of evaluation, I/We shall inform GRIDCO forthwith along with all relevant particulars and GRIDCO may, in its sole discretion, disqualify or withdraw the Letter of Award, as the case may be.
11. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GRIDCO in connection with the selection of the Bidder, or in connection with the Bidding Process itself.
12. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an agreement for sale of power.
13. I/ We offer a Bid Security of Rs..... (Rupees only) to GRIDCO in accordance with provisions of the Bidding Document.
14. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
15. The documents accompanying the Bid have been submitted offline to GRIDCO address mentioned in OFS.
16. The Tariff has been quoted by us after taking into consideration all the terms and conditions stated in the bidding document, our own estimates of costs, and after a careful assessment of all the conditions that may affect the tariff.
17. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.
18. I/ We undertake to bear the transmission charges and transmission losses upto the point of delivery of electricity from out of the Tariff offered below and in accordance with the terms of the bid document.

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19. I/ We shall keep this offer valid for 180 (one hundred eighty) days from the Bid Due Date specified in the Bidding document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of this document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised signatory)

Place:

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR
EMD & CPG

In consideration of the _____ (Bidder) submitting the Bid inter alia for purchase of power during the period _____ to _____, in response to the OFS issued vide Event No. _____ and _____ being a bidder, required to deposit EMD/CPG as per the terms of the OFS, the _____ (Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay GRIDCO Ltd. (hereinafter referred to as "Seller") forthwith on demand in writing from GRIDCO Ltd or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. _____/- (Rupees _____ only), on behalf of M/s _____ (Bidder).

This guarantee shall be valid and binding on this bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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 concerned parties. The guarantor Bank hereby agrees and acknowledges that the Seller shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit

Our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only). Our Guarantee shall remain in force until _____. The Seller shall be entitled to invoke this Guarantee until _____ (enter the date one month later than above mentioned date).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Seller, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to the Seller.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Seller to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Seller in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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 or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be primary obligation of the Guarantor Bank and accordingly the Seller shall not be obliged before enforcing this BANK GUARANTEE to take any action in

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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 to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Seller and may be assigned, in whole or in part, (whether absolutely or by way of security) by Seller to any entity to whom the Seller is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) and it shall remain in force until

_____ with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Seller serves upon us a written claim or demand at _____ branch of _____ (Bank Name) at Bhubaneswar in the state of Odisha.

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Power of Attorney for signing of Application and Bid^{\$}

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorised Mr/ Ms (name), son/daughter/wife of and presently residing at..., who is presently employed with us and holding the position of.... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **"Procurement of Solar Power from GRIDCO Ltd. as per Tender No – SOLAR/02/2023-24 dated 19.12.2023"** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to GRIDCO, representing us in all matters before GRIDCO, signing and execution of all contracts including the Power Purchase Agreement (PPA) and undertakings consequent to acceptance of our bid, and generally dealing with GRIDCO in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the PPA with GRIDCO.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF2.....

For

....

(Signature, name, designation and address)

Witnesses:

^{\$} To be submitted in original.

Affixation of Common Seal

1.

(Notarised)

2

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as aboard or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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

To

.....

.....

GRIDCO LTD.

.....

Fax No.

E-mail:

We are submitting our Price Bid as under: -

Tariff (INR/kWh): _____

Bid Quantum (MW): _____

Signature: (Authorized Signatory)

Name: _____

Designation: _____

Telephone No: _____

Fax No: _____

E-mail ID: _____



ANNEXURE - F

Terms for Letter of Credit

1. The weekly bill/ monthly final bill will be presented in four copies.
2. (a) This LC is irrevocable and shall revolve automatically after negotiation of payment up to a limit of Rs. _____ Lakhs.
(b) LC will be re-instated within three days of devolvement of the bill.
(c) LC shall be negotiable at branch of the issuing branch operating at BHUBANESWAR.
3. All Letter of Credit charges i.e. opening, amendment, recoupment, operation, usance, negotiation, remittance etc., shall be borne by the opener.
4. The LC shall remain valid up to 1 year beyond the expiry of the contract.
5. The bill would be paid immediately on presentation to the bank without referring to the applicant.

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