

<b>Electricity Department UT of Dadra and Nagar Haveli</b>	
<b>Request for Proposal for Purchase of 100 MW RTC Power on Short Term Basis from 01.04.2010 TO 30.03.2011</b>	
<b>Introduction</b>	<b>Request for Proposal (RFP)</b>
<p>Department of Electricity of UT Administration of Dadra &amp; Nagar Haveli is intend to <b>Purchase the 100 MW Power on Short Term Basis, Round The Clock under competitive Bidding process.</b> In pursuance of the same, the Department has decided to carry out the process for inviting bids from the successor generators, traders etc. The Feedback Ventures Private Limited has been appointed as consultants for the bidding process.</p>	<p>RFP document can be collected from the office of Superintending Engineer, Electricity Department, Dadra &amp; Nagar Haveli, Vidyut Bhawan, Silvassa on or before <u>03.11.2009</u> or downloaded from <a href="http://www.dnh.nic.in">www.dnh.nic.in</a> .</p>
<b>Objective</b>	<b>Submission of RFP</b>
<p>In order to purchase the 100 MW RTC power, Electricity Department, Dadra &amp; Nagar Haveli invites bids for Power Purchase from successor generators, traders etc.. The Authority intends to procure the power through an open competitive bidding process in accordance with the procedure set out in the RFP.</p>	<p>Interested firms must submit their application(s) as specified in the RFP document, on or before <u>03.11.2009</u> at <u>12.00 hours (IST)</u> at the following address :</p> <p><b><u>Address for Submission / Further details:</u></b>            Shri. B. N. Mehta.            Superintending Engineer            Electricity Department,            Vidyut Bhawan ,Opposite Secretariat.            Dadra &amp; Nagar Haveli, Silvassa,            Tele - Fax.: 0260-2642338, Ph.2631011            Mobile No. : 9727717141</p> <p><i>(The Electricity department shall not be held responsible for any delay in delivery or loss in transit.)</i></p>
<p><b><i>Electricity Department, DNH reserves the right, without any obligation or liability, to accept or reject any or all the RFP at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever.</i></b></p>	

RFP No. :- 13/2009-2010

Dated. :- 12.10.2009

DADRA & NAGAR HAVELI (DNH)



BID DOCUMENT FOR PURCHASE OF 100 MW RTC POWER  
ON FIRM BASIS FROM 01.04.2010 TO 30.03.2011

COMMERCIAL AND GENERAL TERMS AND CONDITIONS FOR  
SUPPLY OF POWER

TENDER NO. 13/2009-2010

Date: 12.10.2009

SUPERINTENDING ENGINEER,  
ELECTRICITY DEPARTMENT,  
DADRA & NAGAR HAVELI (DNH)

Tel: 0260-2631011, Telefax:0260-2642338 ,

Email:eeelectdnh@rediffmail.com

Table of Contents

1. INTRODUCTION AND BACKGROUND .....	1
2. WHO CAN BID .....	1
3. PURCHASE OF BID DOCUMENT BY BIDDERS .....	2
4. SUBMISSION OF BID .....	3
5. BID EVALUATION METHODOLOGY .....	4
6. ISSUE OF LETTER OF INTENT AND CONTRACT DOCUMENT .....	5
7. EARNEST MONEY DEPOSIT AND PERFORMANCE GUARANTEE .....	5
8. DNH'S RIGHT TO ACCEPT/REJECT THE BID.....	6
9. MODIFICATION OF THE BID DOCUMENTS.....	6
10. BID VALIDITY PERIOD .....	7
11. AMBIGUITY IN QUOTATION .....	7
12. GOVERNING LAW.....	7
13. DISCLAIMER .....	7

Annexure to Bid Document

ANNEXURE I - GENERAL TERMS AND CONDITIONS FOR SUPPLY OF POWER .....	8
ANNEXURE II - UNDERTAKING FOR ACCEPTANCE OF GENERAL TERMS AND CONDITIONS FOR SUPPLY OF POWER.....	14
ANNEXURE III - PRICE AND QUANTUM BID UNDERTAKING FOR ACCEPTANCE OF GENERAL TERMS AND CONDITIONS FOR SUPPLY OF POWER.....	15
ANNEXURE IV - FORMAT FOR SUBMISSION OF INFORMATION ON FINANCIAL QUALIFICATION REQUIREMENT.....	16
ANNEXURE V - FORMAT FOR PERFORMANCE GUARANTEE .....	18

## **1. Introduction and Background**

- 1.1** Electricity Department administration of UT Dadra & Nagar Haveli deemed licensee within meaning of proviso 1 & 2 of section 14 of the Electricity Act, 2003 has been functioning as a transmission and distribution utility; desire to invite competitive bid for short term purchase of power from competitive bidders as per the terms and conditions referred hereinafter.
- 1.2** Electricity Department, DNH (referred to as "DNH" hereinafter) wishes to invite offers from the eligible bidders for purchase of 100MW Round the Clock (RTC) power on firm basis for short term, for a period commencing from 01.12.2009 or any later date, as may be decided by DNH upto 30.11.2010 (Contract Period) or any other date, from various trading licensees / generators / state utilities / CPPs / Distribution licensees / SEBs. The bidders are allowed to offer minimum 50 MW power in each item on firm basis. Further the bidder shall ensure supply of 36.5 million units (with a tolerance of - 5% to +5%) for each 50 MW of the Contracted Capacity for each month during the Contract Period at the Delivery Point.
- 1.3** The Bidders shall quote "uniform fixed rate" per KWh for power to be supplied at the delivery point for the entire Contract Period. Further the bidder should be capable to supply power to DNH for a Contract Period at the delivery point (as defined in Annexure-I "General Terms and Conditions"). He may therefore ensure necessary infrastructure / ground work in this regard, while participating in the Bid. The power scheduled at the delivery point by the Seller as per the implemented schedule of the concerned RLDC, shall be treated as power delivered to DNH and any variation between schedule and actual power injection shall be to the account of such Seller.

## **2. Who Can Bid**

- 2.1** The bids are invited from Licensees, Power Traders, SEBs, IPPs, Merchant Power Plants, Power Generating Companies, Captive Power Plant Owners from all over India. The Bidder should be a corporate entity duly incorporated under the relevant laws. In order to qualify for contracting the power with DNH, the bidders will need to satisfy following Financial Criteria for qualifications;

**Networth:** Networth should be equal to or greater than the value calculated at the rate of Rs. 0.50 Crore per MW of capacity offered by the Bidder in its Bid. The computation of networth shall be based on unconsolidated audited annual accounts of any of the last three (3) financial years immediately preceding the Bid Deadline as outlined below;

Networth =

	Paid up share capital
Add:	Reserves
Subtract:	Revaluation Reserves
Subtract:	Intangible Assets
Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses

Bidders shall furnish documentary evidence as per the Format given in Annexure IV, duly certified by Authorised Signatory and the Statutory Auditor in support of their financial capability.

**2.2** In addition to above, the bidders shall have to demonstrate its experience in supply of power to other utilities mentioning quantum of power contracted in past 3 years.

### **3. Purchase of Bid Document by Bidders**

**3.1** All those interested in participating the Bidding Process may buy the document from the office of Executive Engineer, DNH on payment of a non-refundable fee of Rs 25,000 /- (Rupees Twenty Five Thousand only), in the form of a demand draft / banker's cheque / pay order drawn in favour of "Electricity department of Dadra Nagar Haveli, Silvassa", payable at Silvassa. Alternatively, the Bid Document can also be downloaded from website [www.dnh.nic.in](http://www.dnh.nic.in). However, in such case the Bidder shall have to submit the Bid only on submission of a separate non refundable fee of Rs. 25,000 /- (Rupees Twenty Five Thousand only) as mentioned above separately along with the Bid, the failure of which shall result in non-acceptance of Bids.

#### **4. Submission of Bid**

**4.1** The Bidders shall submit their bids, duly signed by authorized signatory on each page of the Bid Document, in sealed envelopes in the following two parts;

- I. "Part A" shall consist of the following:
  - a) Acceptance of "General Terms and Conditions for Supply of Power" as set out in Annexure-I in the prescribed format attached as Annexure-II of Bid Document;
  - b) Bid Security (EMD) as prescribed in clause No. 7;
  - c) Information on financial qualification requirement outlined in clause 2.1 as set out in Annexure-IV;
  - d) Valid Power of Attorney in name of Authorised Signatory signing the Part A and Part B of the Bid;
  - e) And details of the past experience in power supply to other utilities along with the copy of the CoD certificate of the generation source (in case of a power generating company) or its trading license (in case of a power trading company).
  
- II. "Part B" shall comprise of "Price and Quantum Bid" in the prescribed format enclosed as Annexure-III and also a separate sheet indicating complete details like source of supply, shortest route upto the delivery point (for which open access approval is to be taken by Seller) and calculations of landed cost at Delivery Point for information/reference of DNH. Further the "Traders" who wish to bid shall also furnish LoI received by them from the Supplier of power.

**4.2** Both Part A & Part B shall be put together in one sealed envelope marked "Bid for purchase of power by DNH and shall be sent, either by registered post or in person, to the office of Superintending Engineer, Electricity Department, DNH, on or before **03.03.2010 by 12.00 hrs**. The offers received after **03.03.2010 by 12.00 hrs** shall not be accepted. Telegraphic offer or offers received in the form of telex messages, or by cable or fax or E-mail shall not be entertained and not considered under any circumstances.

**4.3** **The Part A of Bids will be opened on the same day at 12.00 (hrs)**. Bidders who are found qualified in Part A shall only be considered for opening Part B of the Bid which shall be opened on **10.03.2010 at 12.00 (hrs)**. The representatives of

the bidders may be present at the time of opening of the bid, if they so desire. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in the English Language. This notice of bid together with the Annexures and Schedules herein shall be hereinafter referred to as the "Bid Document"

- 4.4** Offer received after the due date and time of submission shall not be accepted. Tender received in person or by post after the due date and time of submission shall not be opened and no correspondence shall be entertained.
- 4.5** The Bidders are advised to ensure that the bid is fully compliant with the requirements specified and terms and conditions contained in the Bid document. No deviation from these conditions is permissible and a bid with any deviation shall be summarily rejected. The acceptance of general terms and conditions attached as Annexure-II will be submitted in Part A of the tender.

## **5. Bid Evaluation Methodology**

### **5.1** Evaluation of Part A:

Each Bid shall be checked for compliance with the submission requirements set forth in this Bid Document before the evaluation of Bidder's fulfilment of Qualification Requirement is taken up. Thereafter the Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the prescribed Format given in Annexure IV and related documentary evidence in support of meeting the Qualification Requirements. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

### **5.2** Evaluation of Part B:

The Bids shall be evaluated as per lowest landed cost at DNH periphery worked out on the basis of the price quoted by the respective bidders for the period of Contract Period. Bidders are required to quote uniform fixed rate for power to be supplied at the delivery point. The bid, in which different rates are quoted for different months during the period of Contract Period, will not be considered as valid bid and shall be liable rejection. Rate shall be quoted in the manner as per Annexure-III.

## **6. Issue of Letter of Intent and Contract Document**

**6.1** DNH shall intimate the award of supply of power to the Bidder's whose bid has been accepted through a Letter of Intent (LoI). Successful Bidder(s) shall have to convey their acceptance of LoI within 7 days of issue of LoI alongwith Performance Guarantee as outlined in clause 7.5 below, failure of which shall result in forfeiture of the EMD submitted. Acceptance of LoI shall be construed as a binding contract.

## **7. Earnest Money Deposit and Performance Guarantee**

**7.1** The Bidder shall have to deposit Earnest Money Deposit (EMD) of Rs Ten (10) Lacs in the form of Crossed Demand Draft of any Nationalized Bank/Scheduled bank drawn in favour of Electricity Department, DNH. If Part A of the bid is not submitted or if on opening Part A of the bid, it is observed that EMD is not enclosed or amount is less than the stipulated, the bid shall be out rightly rejected and Part-B of the bid submitted by such a Bidder shall not be opened.

**7.2** No interest shall be paid on the Earnest Money Deposit.

**7.3** In the event the Tenderer / Bidder withdraws his offer during the validity period and fails to supply power after issue of L.O.I. the Earnest Money Deposit (EMD) shall be stand forfeited.

**7.4** Return of EMD of Unsuccessful Tenderer / Bidder:  
Earnest Money Deposited (EMD) shall be returned to the unsuccessful Tenderer/Bidder shall be returned within 30 days of issuance of LoI to the successful bidder as outlined in clause 5.2 above on submission, of original money receipt of EMD payment to Executive Engineer, DNH.

**7.5** Return of EMD of Successful Tenderer / Bidder and submission of Performance Guarantee:

The EMD of the successful bidder shall be returned within 7 days of submission of letter of acceptance stipulated in clause 6.1 above, along with the Performance Guarantee (PG) of Rs 50,000/- (Fifty Thousand Only) per MW of contracted capacity in the format stipulated in Annexure V.

The Performance Guarantee furnished under this Bid Document shall be for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity for the Contract Period under terms and conditions of the Bid Document.

DNH shall be entitled to invoke such Performance Guarantee upon the default of obligations of Seller under the Terms and Conditions of Supply of Power to DNH.

The Performance Guarantee shall be valid upto a period of 1 month after the last of Contract Period. Further the Performance Guarantee shall be issued by any Nationalized Bank/Scheduled bank. No interest shall be paid on this Performance Guarantee amount.

## **8. DNH's right to accept/reject the bid**

**8.1** DNH reserves the right to reject any or all bids or to accept any bid in full or part, at its sole discretion, without assigning any reasons whatsoever thereof. For the avoidance of doubt, it is clarified that DNH also reserves the right to alter the quantities of power, amongst more than one selected bidder for the Contract Period. The decision of DNH shall be final and binding on the bidders in this regard.

**8.2** Such acceptance/rejection of any or all bids or alteration of the quantities of power/splitting of power, amongst more than one selected bidder for the same period will not make DNH liable to any claim or action of whatever nature, including but not limited to, a claim for reimbursement of costs incurred by any such bidder in preparation of the bid.

## **9. Modification of the Bid Documents**

**9.1** DNH reserves the right to modify any part of the terms and conditions of the Bid Document by issuing one or more amendments prior to the submission of the bid by the bidder ("Amendment"). Any Amendment shall form part of the Bid Document, and shall be binding on them.

## **10. Bid Validity Period**

**10.1** The offer shall remain valid for a period of 60 days from the date of opening of Part B of the Bid ("Bid Validity Period") and the Bidders shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alter any terms and conditions during the validity period, EMD submitted by the bidder shall be forfeited.

## **11. Ambiguity in Quotation**

**11.1** Any ambiguity in the terms and conditions may lead to the rejection of tender. The Tenderer/Bidder should note that there shall be no deviation in respect of the following terms specified in tender documents and the deviation if any; the tender shall be liable for rejection.

- (I) Terms of payment
- (II) Period of validity of offer
- (III) Jurisdiction of Court.
- (IV) Default of contractor & termination thereof.

## **12. Governing Law**

**12.1** 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 of Silvassa shall have exclusive jurisdiction.

## **13. Disclaimer**

**13.1** Neither DNH nor its employees or consultants 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 matter that may be deemed to form part of this tender document or any other information supplied by or on behalf of DNH or its employees or consultants. 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 Letter of Intent (LoI) by DNH and acceptance of the Letter of Intent (LoI) by the selected bidder.

---

**Annexure I - General Terms and Conditions for Supply of Power**

**1. Quantum and Contract Period**

Electricity Department, DNH (referred to as "DNH" hereinafter) invites sealed offers in the prescribed format for purchase of 100MW Round the Clock (RTC) power on firm basis for short term commencing from 01.04.2010 or any later date, as may be decided by DNH upto 31.03.2011 ("Contract Period") or any other date. The bidders are allowed to offer minimum 50 MW power on firm basis. Further the Seller shall ensure supply of 36.5 millions units (with a tolerance of - 5% to +5%) of power for each 50 MW of the Contracted Capacity, for each month during the Contract Period, at the Delivery Point.

The power scheduled at the delivery point by the Seller as per the implemented schedule of the concerned RLDC, shall be treated as power delivered to DNH and any variation between schedule and actual power injection shall be to the account of such Seller.

The seller should be capable to supply power to DNH from 01.04.2010 or any other such date indicated by DNH, at the delivery point as defined hereinafter, for which the responsibility will be of the seller. He may therefore ensure necessary infrastructure / ground work in this regard, while participating in the Bid.

Bidders are required to quote uniform fixed rate for power to be supplied at the delivery point for the contract period. The bid in which different rates are quoted for different months for supply of power for the Contract Period will not be considered.

The quantum of power during the contractual period may be increased subsequent to issuance of Letter of Intent (LoI) on mutual consent on same terms and conditions. Further the supply of power by Seller to DNH may be extended beyond 31.03.2011 on the same terms and conditions as may be mutually agreed between parties.

**2. Delivery Point**

The Delivery Point shall be the periphery of Electricity Department, DNH.

### 3. **Tariff**

Tariff for the offered power shall be quoted by bidder in the manner as per Annexure-III "Price and Quantum Bid". The bidder shall quote the tariff at the Delivery Point. Transmission charges, all open access charges i.e. CTU charges, STU charges, RLDC/SLDC charges, open access application fee including SLDC consent fee, any other charges and transmission losses up to the delivery point shall be borne by the seller and hence the Bidder shall quote all inclusive tariff at Delivery Point. However, the bidder shall have to furnish in the "Price and Quantum Bid", a separate sheet (under Part 'B') indicating complete details like source of supply, shortest route upto the Delivery Point for which open access approval is to be taken by him and calculations of landed cost at Delivery Point for information/reference of DNH. In case of "Traders" who wish to bid, they shall also furnish LoI received by them from the Supplier of power.

Any change in the transmission charges from CTU interconnection upto Delivery Point, as outlined in the Price and Quantum Bid, shall be reimbursed at actual on furnishing relevant documents.

### 4. **Scheduling and Energy Accounting**

The power scheduled at the Delivery Point by the Seller as per the implemented schedule of the concerned RLDC, shall be treated as power delivered to Electricity Department, DNH and any variation between schedule and actual power injection shall be to the account of such Seller.

Final Energy accounting will be as per the monthly REA issued by the concerned RPC.

### 5. **Open Access**

The power shall be scheduled and dispatched as per the relevant provisions of CERC regulation dated 25th January, 2008 and as amended from time to time by CERC regarding "Open Access in Inter State Transmission" and "Procedure for Reservation of Transmission Capacity to Short Term Open Access" dated 28th January 2008 or as amended from time to time by CERC.

The Tenderer/Bidder shall book the source/corridor as per the order issued by Electricity Department, DNH and shall ensure supply of the contracted quantum / quantum approved in Open Access on first charge basis on a daily basis. Further the Seller shall ensure supply of 36.5 millions units (with a tolerance of - 5% to +5%) of power for each 50 MW, for each month during the Contract Period, at the Delivery Point.

The Tenderer/Bidder should not change the corridor once the order is issued for supply of power. Electricity Department, DNH will not bear the extra Open Access charges due to change in corridor for power supply. Whenever the corridor is not available and Tenderer/Bidder desires to supply the contracted quantum of power through other source/corridor, then Tenderer/Bidder should obtain prior permission of DNH. If Tenderer/Bidder supplies contracted quantum through different source/corridor referred in order, then Tenderer/Bidder himself will be responsible for over & above charges toward, change in rate, Open Access charges, Transmission loss and scheduling charges etc.

#### **6. Mode of Payment and Billing**

Sellers will raise monthly bill to the Executive Engineer (DNH) for the energy supplied during a calendar month based on monthly REA issued by the concerned RPC along with complete details of the power scheduled at the delivery point and/or other documents/ information, as may be required for bill verification.

DNH shall make the payment to Seller within 7 days from the date of receipt of the monthly REA accounting from the RPC. In the event of the due date of payment being a Bank/DNH holiday, the next working day shall be considered as the due date of payment. In case of timely payment or delayed payment by DNH, adjustment for the admissible under point no. 7 hereinafter shall be made while making the payment against the monthly bill.

#### **7. Rebate for Prompt payment and Penalty for delayed payment by DNH**

The following rates of rebate would be applicable on the monthly energy bill(s), provided DNH makes full payment as per the given schedule.

<b>Number of days from the receipt of the bill</b>	<b>Rates of Rebate applicable</b>
1-7	2%
8-15	1.5%
16-30	1.0%

A penalty of 12% (Twelve Percent) per annum shall be applied on all payments, outstanding after 30 days for the period of non-payment beyond the due date. This surcharge would be calculated on a day-to-day basis for each day of the delay. Any disputes raised by DNH on the monthly bills raised by the Sellers shall not be treated as outstanding bill, liable for payment or any penalty.

#### **8. Force Majeure**

Any event which is beyond the control of the two agencies involved which they could not foresee or with a reasonable amount of diligence could not be prevented and which substantially affect the performance by either agency such as but not limited to

- a) Acts of God, natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any Government domestic or foreign, including but not limited to war declared or undeclared, hostilities, priorities, quarantines, embargoes:
- c) Riots or Civil Commotion or sabotage.
- d) Grid failure not attributable agencies involved.
- e) Heavy rain / flood /storms due to which failure of evacuation/ Transmission system of STU of DNH.

If any event of Force Majeure stipulated herein, persists for a period of 3 months or more, the parties shall be relieved from the terms and conditions for supply of power to DNH without any liability to either party.

Any restriction imposed by concerned RLDC on scheduling of power supply by either party due to Transmission / Grid constraint shall be treated as Force Majeure without any liability on either side. If the seller fails to supply power due to fault in its generator/system, such event shall not be considered as force Majeure.

## 9. Performance Guarantee

The Performance Guarantee furnished under this Bid Document shall be for guaranteeing the commencement and continuity of the supply of power up to the Contracted Capacity for the Contract Period under terms and conditions of the Bid Document. Upon issuance of Letter of Intent (LoI) by DNH, the Bidder shall furnish Performance Guarantee (PG) of Rs 50,000/- (Fifty Thousand Only) per MW of contracted capacity in the format stipulated in Annexure V within the 7 days of issuance of LoI.

The Performance Guarantee shall be valid upto a period of 1 month after the last of Contract Period. Further the Performance Guarantee shall be issued by any Nationalized Bank/Scheduled bank. No interest shall be paid on this Performance Guarantee amount.

DNH shall be entitled to invoke such Performance Guarantee upon the default of obligations of Seller under the Terms and Conditions of Supply of Power to DNH.

The Performance Guarantee shall be released with in 60 days from the expiry of Contract Period or from the date of early termination of the contract by either party.

## 10. Cancellation of agreement/order/tender

DNH or Selected Bidder may cancel the contract by giving three months advance notice in writing or 15 days notice and penalty equivalent to one month tariff bill amount (calculated as Contracted Quantum/Day (in units) x Rate x 30 days) as liquidated damages. Once notice is issued, the corridor shall be cancelled by either party. While cancellation of agreement, concerned party shall give valid and justified reason to other party for cancellation of the agreement, otherwise agreement will remain in force.

## 11. Dispute Resolution Mechanism

If any dispute or difference of any kind whatsoever ("Dispute") arise between the Parties in connection with or arising out of this Terms and Conditions of Supply of Power to DNH or out of the breach, termination or invalidity of the

Agreement hereof, the parties shall resort to resolve the same through mutual consents/discussions within 30 days.

Notwithstanding the existence of any Dispute, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

**12. Inability of the parties to execute contract**

In case of change in law or restriction imposed by Regulator (Central or State) or Government (Central or state) or Appellate tribunal or Courts on any aspect of sale or purchase of power, the same shall be binding on both the parties.

**13. Jurisdiction**

The laws applicable to this "contract" shall be the laws in force in India. The Courts of Silvassa, India shall have exclusive jurisdiction in all matters arising under and on accounts of this contract.

**14. Compensation for Default in Supply / Offtake for minimum 34.675 Millions Units (MUs) of Power for each 50 MW of Contracted Capacity for each month**

Without prejudice to the provisions of force majeure, if DNH fails to schedule the capacity approved for Open Access for the concerned period at least to the extent of minimum 34.675 MUs of power in a month for each 50 MW of Contracted Capacity or the Selected Bidder fails to schedule energy corresponding to the capacity approved for Open access for the concerned period at least to the extent of minimum 34.675 MUs of power in a month for each 50 MW of Contracted Capacity, then respective party shall pay compensation @ Rs.3.00/kWh for the difference (Shortage) units below 34.675 MUs to the other party.

**15. Other Terms and Conditions of Bid/Tender Document**

The bidder shall be bound by the Terms and Conditions stipulated in the Tender document but not covered above.

**Annexure II - Undertaking for Acceptance of General Terms and  
Conditions for Supply of Power**

(To be given on the official letter head of the Bidder's and to be signed by the  
authorized person of the bidder)

**Date: -----**

**To,**  
**The Superintending Engineer,**  
**Electricity Department,**  
**DNH, Silvassa.**

**Subject: Undertaking for Acceptance of General terms and Conditions  
of Bid Document**

We/I have carefully gone through the Bid Document and satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the Bid Document and all the terms and conditions detailed out in General Terms and Conditions for supply of power detailed out in Annexure I of the Bid Document are acceptable to us.

Further we confirm that upon issuance of Letter of Intent by Electricity Department, DNH, this Undertaking for Acceptance of the General terms and Conditions of Bid Document shall be enforceable by Law.

Signature:

Name:

Status:

Name & Seal of Bidding Company

(Attach Power of Attorney of Bidding Company Authorizing the signatory to sign the bid and other documents thereof)



**Annexure III - Price and Quantum Bid Undertaking for Acceptance of  
General terms and Conditions for Supply of Power**

(To be given on the official letter head of the Bidder's and to be signed by the  
authorized person of the bidder)

**Date: -----**

**To,  
The Superintending Engineer,  
Electricity Department,  
DNH, Silvassa.**

**Subject: Supply of Round the Clock (RTC) Power on 'Firm Basis'  
during the period commencing from 01.04.2010 upto 31.03.2011.**

Following is the Quantum or power to be supplied RTC and the tariff for the  
same;

Sr No	Quantum	Tariff
1		
2		

Signature:

Name:

Status:

Name of Authorised Signatory & Seal of Bidding Company

---

**Annexure IV - Format for submission of information on Financial  
Qualification Requirement**

(To be given on the official letter head of the Bidder's and to be signed by the  
authorized person of the bidder)

**Date: -----**

**To,**  
**The Superintending Engineer,**  
**Electricity Department,**  
**DNH, Silvassa.**

Subject: Submission of Information on Network for Qualification

We certify that the (Insert Name of Bidder) had a Network of Rs. .... Crore  
or equivalent USD\* computed as per instructions provided in Clause 2.1 of Bid  
Document based on unconsolidated audited annual accounts (refer Note-2  
below) of any of the last three (3) financial years immediately preceding the  
Bid Deadline.

Offered Capacity (MW)	Required Network (Rs Crs)	Financial Year	Actual Network (Rs Crs)
		08-09	
		07-08	
		06-07	

Signature:

Name:


Status:

Name of Authorised Signatory & Seal of Bidding Company

Notes:

1. Along with the above format, in a separate sheet, please provide details of  
computation of Network duly certified by Statutory Auditor.

2. Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.



**Annexure V - Format for Performance Guarantee**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and The Stamp Paper should be in the name of the Executing Bank)

In consideration of the .....[Insert name of the Successful Bidder with address] agreeing to undertake the obligations under General terms and Conditions for Supply of Power to Electricity Department, DNH and Electricity Department, DNH agreeing for procurement of power for meeting the requirements of the Electricity Department, DNH on short term basis, the ..... [Insert name and address of the bank issuing the guarantee and address of the head office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Electricity Department, DNH at ..... [Insert address of Electricity Department, DNH] forthwith on demand in writing from the Electricity Department, DNH *or* any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ..... only [Insert the amount of the bank guarantee computed on the basis of fifty (50,000) Thousand per MW with respect to the Contracted Capacity] on behalf of M/s. .... [Insert name of the Successful Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including .....[Insert date of validity of PG] and shall not be terminable under any circumstances, 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 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 ..... [Insert the date of validity of the Guarantee as per Clause 7.5 of Bid Document]. The Electricity Department, DNH shall be entitled to invoke this Guarantee up to thirty (30) days of the last date of the validity of this Guarantee 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 the Electricity Department, DNH, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Electricity Department, DNH.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Silvassa 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 the Electricity Department, DNH shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against (insert name of the Successful Bidder/Seller), to make any claim against or any demand on (insert name of the Successful Bidder/Seller) or to give any notice to (insert name of the Successful Bidder/Seller) or to enforce any security held by the Electricity Department, DNH or to exercise, levy or enforce any distress, diligence or other process against (insert name of the Successful Bidder/Seller).

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

The Guarantor Bank hereby agrees and acknowledges that the Electricity Department, DNH 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. .... lacs (Rs. .... lacs only) and it shall remain in force until .....[Date to be inserted as per Clause 7.5 of Bid Document], with an additional claim period of thirty (30) days thereafter. This BANK GUARANTEE shall be extended from time to time for such period, as may be desired by ..... [Insert name of the Successful Bidder/Seller]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Electricity Department, DNH serves upon us a written claim or demand.

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

Witness:

1. .... Name and Address.	Signature Name:
2. .... Name and Address	Designation with Bank Stamp

Attorney as per power of attorney No. ....

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

Banker's Stamp and Full Address:  
Dated this ..... day of ..... 20....

