

BEFORE
THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION,
NEW DELHI

PETITION NO. _____ OF 2019

IN THE MATTER OF:

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED

...PETITIONER

VERSUS

M/S GMR ENERGY TRADING LTD & OTHERS

...RESPONDENTS

PAPER BOOK
[FOR INDEX KINDLY SEE INSIDE]

FILED BY:


UDIT KISHAN & ASSOCIATES

Advocate for the Petitioner

(Maharashtra State Electricity Distribution Company Limited)

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NEW DELHI

Dated: 06.03.2019

INDEX

Sl. No.	Particulars	Page No.
01.	Memo of Parties.	A
02.	Petition under Section 19 of the Electricity Act, 2003 along with supporting affidavit.	1-9
03.	<u>ANNEXURE A:</u> Copies of LOI and summary of LOIs issued by MSEDCL.	10-52
04.	<u>ANNEXURE B:</u> Copies of letters dated 03.10.2018 issued by MSEDCL.	53-55
05.	<u>ANNEXURE C:</u> Copy of day wise landed RTC rates in exchanges.	56
06.	<u>ANNEXURE D:</u> Copy of the details reflecting the power sold by the source generators during the contractual periods.	57-58
07.	Proof of service.	59
08.	Form - 1 of the CERC Payment of Fee.	60-61
09.	Vakalatnama along with Power of Attorney.	62-63

A

BEFORE THE CENTRAL ELECTRICITY REGULATORY
COMMISSION, NEW DELHI

PETITION NO. _____ OF 2019

IN THE MATTER OF:

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED PETITIONER

VERSUS

M/S GMR ENERGY TRADING LTD & OTHERS RESPONDENTS

MEMO OF PARTIES

**MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED**

Through its Chief Engineer,
Office at Fifth Floor, Prakashgad,
Plot-G9, Anant Kanekar Marg, Bandra (East),
Mumbai, 400051

...PETITIONER

VERSUS

1. **M/S GMR ENERGY TRADING LTD**

Through its Managing Director,
25/1, Skip House,
Museum Road,
Bangalore-560025.

2. **M/S TATA POWER TRADING COMPANY LTD.**

Through its Managing Director,
Office block 1A, 5th Floor,
Corporate Block, DB City Park, DB City area mills,
opposite M.P.Nagar-I,
Bhopal-462016 (MP)

3. **M/S MANIKARAN POWER LTD.**

Through its Managing Director,
2nd Floor, D21,
Corporate Park, Sector-21,
Dwarka, New Delhi-110075.

... RESPONDENTS

FILED BY:



UDIT KISHAN & ASSOCIATES

Advocate for the Petitioner

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NEW DELHI

Dated: 06.03.2019

BEFORE

THE HON'BLE CENTRAL ELECTRICITY REGULATORY COMMISSION,
NEW DELHI

PETITION NO. _____ OF 2019

IN THE MATTER OF: Petition under Section 19 of the *Electricity Act 2003* seeking *revocation of trading licenses for breach of contractual obligation by allowing the source generator to sell the power in exchanges instead of supplying to MSEDCL, as per contract/LOI.*

AND

IN THE MATTER OF:

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED PETITIONER

VERSUS

M/S GMR ENERGY TRADING LTD & OTHERS RESPONDENTS

THE PETITIONER MOST RESPECTFULLY SUBMITS AS UNDER:

I. CONSPICUOUS OF PETITION:

1. The Petitioner, Maharashtra State Electricity Distribution Company Limited (MSEDCL) (hereinafter referred to as "the Petitioner"), being engaged in the distribution of electricity, had through tender procured short term power of 500 MW for RTC/day. However, the Respondent three bidders defaulted in supply of power as per contractual terms and conditions of LOI.

II. DESCRIPTION OF PARTIES:

2. That the Petitioner, Maharashtra State Electricity Distribution Company Limited (MSEDCL) (hereinafter referred to as "the Petitioner"), is a company established under the Electricity Act, 2003 which is engaged in distribution of electricity to the entire state of Maharashtra except Mumbai.
3. The Respondent No. 1 i.e., M/S GMR Energy Trading Ltd. (GMRETL) is an electricity trader under Section 14 of the Electricity Act-2003 having its registered office at 25/1, Skip House, Museum Road, Bangalore-560025.

1. The Respondent No. 2 i.e., M/S Tata Power Trading Company Ltd. (TPTCL) is an electricity trader under Section 14 of the Electricity Act-2003 having its registered office at office block 1A, 5th Floor, Corporate Block, DB City Park, DB City area mills, opposite M.P.Nagar-I, Bhopal-462016 (MP)
2. The Respondent No. 3 i.e., M/S Manikaran Power Ltd. (MPL) is an electricity trader under Section 14 of the Electricity Act-2003 having its Corporate office at 2nd Floor, D21, Corporate Park, Sector-21, Dwarka, New Delhi-110075.

III. FACTUAL BACKGROUND:

3. Ministry of Power, Govt. of India, under the provisions of Section 63 of Electricity Act 2003, vide Notification No. 23/25/2011-R&R (Vol-III) dated 15.05.2012 had issued guidelines for procurement of power on short term basis. The objectives of guidelines are to promote competitive procurement of electricity by Distribution Licensees for meeting their short term demand and facilitate transparency and fairness in procurement process to provide benefit to consumers.
4. Further, Ministry of Power, Govt. of India vide Notification No. 23/25/2011-R&R (Vol-III) dated 30.03.2016 developed E-bidding platform - Discovery of Efficient Energy Price (DEEP) portal and also introduced e-reverse auction in competitive bidding process. This notification mandated all distribution licensees to procure power for short term through tariff based bidding process via DEEP E-bidding portal, so as to promote competitiveness and facilitate transparency & fairness in procurement process.
5. From the date of notifications, the Petitioner is regularly procuring power on short term basis as and when required on DEEP portal.
6. The Petitioner floated two tenders on DEEP E-bidding portal for procurement of 500 MW for RTC/day power each. Details are as below:

Sr. No	Date of Floating Tender	Tender No	Period	Quantum/period
1	05.07.2018	MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 (ET-58)	August-2018 to December-2018	500 MW for RTC and Day period each
2	23.08.2018	MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/71 (ET-71)	October-2018 to December-2018	500 MW for RTC and Day period each

7. After completion of bidding process, as per the terms and conditions mentioned in the tender, the Petitioner issued LOIs to the successful bidders, which is summarised as follows:

(i) In the tender ET-58, MSEDCL issued LOI to M/s GMR Energy Trading Ltd, M/s Manikaran Power Ltd, M/s Tata Power Trading Company Ltd., and M/s JSW Energy Ltd.

(ii) In the tender ET-71, MSEDCL issued LOI to M/s Manikaran Power Ltd, M/s Tata Power Trading Company Ltd., M/s JSW Energy Ltd and M/s Arunachal Pradesh Power Corporation Pvt Ltd.

Copies of LOI and summary of LOIs issued by MSEDCL are annexed hereto and marked as ANNEXURE A.

8. The bidders, in response thereto though accepted the LOIs, however following three bidders defaulted in supply of power as per contractual terms and conditions of LOI:

Sr No	Tender No	Bidder	Source	LOI Period	LOI rate (Rs/unit)	LOI Date	LOI acceptance
1	ET-58	M/s. GMRETL	D.B. Power Limited	01.10.2018 to 15.10.2018, 16.10.2018 to 31.10.2018 and 01.11.2018 to 15.11.2018	4.84 to 4.86	26.09.2018, 09.10.2018, 25.10.2018	29.09.2018 (Accepted only for period 01.10.2018 to 15.10.2018)
2		M/s. TPTCL	D.B. Power Limited	01.10.2018 to 15.10.2018, 16.10.2018 to 31.10.2018 and 01.11.2018 to 15.11.2018	4.84 to 4.86	26.09.2018, 09.10.2018, 25.10.2018	28.09.2018 (Accepted only for period 01.10.2018 to 15.10.2018)
3	ET-71	M/s. MPL	Sai Wardha Power Generation Ltd	01.10.2018 to 31.12.2018	4.41 to 4.39	19.09.2018	29.09.2018

9. Due to the acute shortage of power during this period, owing to non-supply of power by the Respondents herein, despite the mandate, the Petitioner had requested the bidders vide letters dated 03.10.2018 to

supply the full quantum of power as per LOI. Copies of letters dated 03.10.2018 issued by are annexed hereto and marked as ANNEXURE B.

10. Further on daily basis the Petitioner also telephonically requested to traders' management at all level for supply of the contracted power and even suggested to supply the contractual power from any possible alternate source, as the bidding document stipulated the same in case of exigencies.
11. In spite of all such requests and efforts of the Petitioner, the Respondent No. 3 herein i.e., M/s Manikaran Power Limited (MPL) did not even commence the supply of power against the Tender No. ET-71 for period from 01.10.2018 to 31.10.2018 and the Respondent Nos. 1 and 2 i.e., M/s. GMR Energy Trading Limited (GMRETL) and M/s. Tata Power Trading Company Limited (TPTCL) respectively supplied power for only three days qua Tender No. ET-58.
12. It is pertinent to mention here that, during the month of October, 2018 and till mid half of November, 2018, the rates in energy exchanges were reached to all time high and landed rate for RTC power was reached to Rs. 9.39 per unit and during certain blocks it had reached to Rs. 18 per unit. Further the sufficient power was also not available in exchanges to meet out the complete demand on exchange. A copy of day wise landed RTC rates in exchanges is annexed hereto and marked as ANNEXURE C.
13. Due to non-supply/short supply of power by the Respondents herein, the Petitioner was constrained to procure costly power from the exchange at the prevailing market rates and thus caused financial burden of Rs 15.15 Crs. Even after procuring the costly power from power exchanges and despite having proper planning, but due to the short supply of power by the Respondents herein, the Petitioner was compelled to implement the Load Shedding for 18 days in the month of October, 2018 in Maharashtra and thus impaired the Petitioner's vision for supply of 24X7 power to its consumers.

IV. JURISDICTION OF THE COMMISSION:

14. It is most respectfully submitted that this Hon'ble Commission has the jurisdiction to adjudicate upon the present Petition under Section 79 of the Electricity Act, 2003. The trading licences for the Respondents herein were granted by this Hon'ble Commission and hence for revocation of

5

the same, under Section 19, this Hon'ble Commission, is the appropriate Commission, having jurisdiction to exercise such power under the said Section.

V. SUBMISSIONS:

MALPRACTICE BY BIDDERS:

15. The Petitioner herein upon collecting the data of the respective source generators of the three defaulting traders/Respondents herein, from WRLDC and MSLDC website, noticed that instead of supplying the contracted power to the Petitioner through successful bidders/traders i.e., the Respondents herein namely M/s GMRETL, M/s TPTCL and M/s MPL, the respective source generators i.e., M/s DB Power Ltd and M/s Sai Wardha Power Generation Ltd. were allowed by the Respondents herein to sell the contracted power in power exchanges, which was otherwise contractually expected to be scheduled to the Petitioner, and thus evidently taken an undue and unlawful benefit of high market rates for the undue commercial gain at the loss of the Petitioner herein thereby establishing the complete breach and disregard to the terms of LOI, owing to such wilful and prolonged conduct, despite request letters of the Petitioner herein, to act in accordance with the terms of LOI and supply power.
16. Even after informing these malpractices by the source generators during supply period to the Respondents herein and requesting them to supply the contracted power to the Petitioner herein as per contractual obligations under LOI, the Respondents herein wilfully continued their failure in supplying the contracted power to the Petitioner and thus supported these imprudent, unethical practices throughout the contract period.
17. The Petitioner submits that from the available data, M/s DB power (source generator of trader M/s GMRETL and M/s TPTCL) has sold 228.22 MUs amounting Rs. 135.80 Crs in power exchange during 1st October, 2018 to 15th November, 2018 at an average rate of Rs 5.95 per unit and M/s SWPGL (source generator of trader M/s MPL) has sold 26.91 MUs amounting Rs. 16.82 Crs in power exchanges during 1st October, 2018 to 31st October, 2018 at an average rate of Rs. 6.25 per unit. Copy of the details reflecting the power sold by the source generators during the contractual periods are annexed herewith and marked as **ANNEXURE D.**

18. The Petitioner further submits that the Respondents herein i.e., M/s GMRETL, M/s TPTCL and M/s MPL, being traders (Successful bidders) were having the sole responsibility for arranging supply of power from source generators to fulfil its contractual obligations. However, the Respondents herein neither desisted source generators from doing such unethical act nor supplied power from alternate source and thus made wilful and prolonged default and construed a material breach of contract, further set imprudent unethical practice for short term commercial gain and hence neglected the trading in electricity as per the contractual obligations.
19. The Petitioner submits that to maintain sanctity of contracts and facilitate power planning, it is necessary to take stern legal action, under Section 19, of Electricity Act 2003, otherwise it will jeopardise and cause disruptions to power market and thus it is necessary to curb such unethical practice urgently.
20. It is submitted that, as per Electricity Act 2003, Section 19, the appropriate Commission, in the present case this Hon'ble Commission, may revoke trading licensee in case of default or breach of agreement. The relevant clause is as below:

Section 19. (Revocation of licence): --- (1) If the Appropriate Commission, after making an enquiry, is satisfied that public interest so requires, it may revoke a licence in any of the following cases, namely: -

(a) where the licensee, in the opinion of the Appropriate Commission, makes wilful and prolonged default in doing anything required of him by or under this Act or the rules or regulations made thereunder;

(b) where the licensee breaks any of the terms or conditions of his licence the breach of which is expressly declared by such licence to render it liable to revocation;

21. The Petitioner further submits that as per the Regulation (11) dealing with Prudential Reporting, in the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading licence and other related matters) Regulations, 2009, the trading licensee is required to report the Commission any significant change in

circumstances which affects its ability to meet the obligation or any materials breach. The relevant clause is as below:

11. Prudential Reporting

The licensee shall, as soon as possible, report to the Commission –

(a) any significant change in the circumstances which may affect his ability to meet the obligations under the Act, the Rules and the Regulations, directives and orders issued by the Commission, the Grid Code, agreement or the licence;

(b) any material breach of the provisions of the Act, the Rules and the Regulations, directives and orders issued by the Commission, the Grid Code, agreement or the licence; and

.....

However, it seems that none of the Respondents herein have reported this Hon'ble Commission regarding any eventuality effecting the ability to fulfil the obligation of power supply contemplated under LOI, thereby endorsing and corroborating the material breach of the terms of LOI, occurrence of which empowers the Petitioner for invoking Section 19 jurisdiction for revoking the trading licences of the Respondents herein.

- 22. In view of all the above, the Petitioner humbly submits that to revoke the trading License of the defaulting traders, i.e., the Respondents herein namely M/s GMR Energy Trading Ltd, M/s Manikaran Power Ltd and M/s Tata Power Trading Company Ltd, provision of Regulation (14)(1)(f) of the Central Electricity Regulatory Commission (Procedure, Terms and Conditions for grant of trading licence and other related matters) Regulations, 2009, is to be invoked, as these licensees have neglected to undertake the trading in electricity and have followed imprudent, unethical practises in power industry and even failed to submit the information in accordance with the Regulation 9, 10 and 11.

The relevant clause is as below:

14. Revocation of Licence

(1) The Commission may revoke the licence, in any of the following circumstances, namely:-

.....

(e) Where the licensee has neglected to undertake trading in electricity;

(f) Where the licensee fails to meet the qualifications specified for making an application or incurs any of the disqualifications under these regulations;

(g) Where the licensee fails to submit the information as required in accordance with the Regulations 9, 10 and 11 or knowingly furnishes false and wrong information.

23. The Petitioner reserves its right to amend, modify, add any pleadings, if the situation so demands and subject to the permission of this Hon'ble Commission.

VI. PRAYERS:

24. In view of the facts and averments set out herein, this Hon'ble Commission may be pleased to grant the following relief(s):

- a) To admit the Petition as per the provision of Section 19 of Electricity Act 2003; and/or
- b) To revoke trading Licensee of M/s GMR Energy Trading Ltd, M/s Tata Power Trading Company Ltd and M/s Manikaran Power Ltd, i.e., Respondent Nos. 1, 2 and 3 respectively upon invocation of Section 19(1)(b) of the Electricity Act 2003; and/or
- c) To pass any other order/relief as the Hon'ble Commission may deem fit and appropriate under the circumstances of the case and in the interest of justice.

FILED BY:



UDIT KISHAN & ASSOCIATES

Advocate for the Petitioner

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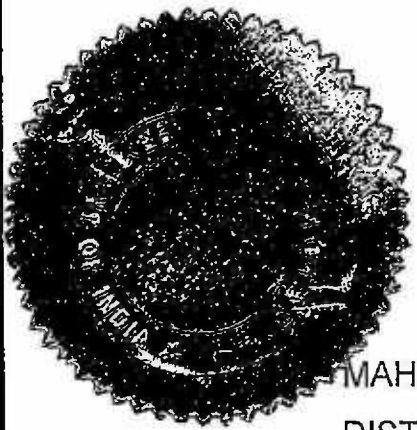
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NEW DELHI

Dated: 06.03.2019



CENTRAL ELECTRICITY REGULATORY COMMISSION

NEW DELHI

PETITION NO. _____ OF 2019

MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED

...PETITIONER

VERSUS

M/S GMR ENERGY TRADING LTD & OTHERS

...RESPONDENT

AFFIDAVIT


I, Paresh Bhagwat aged about 46 years, working as Chief Engineer of Petitioner Company having its registered office Fifth Floor, Prakashgadh, Plot-G9, Anant Kanekar Marg, Bandra(east) Mumbai, 400051 do hereby solemnly affirm and state as under :-


1. That I am the duly authorized by the Petitioner Company in the accompanying Petition to sign and verify the present affidavit and being fully aware of the facts of the circumstances of the case and therefore is competent to swear this affidavit.
2. That the accompanying Petition has been drafted by the counsel under instructions and the contents of which are true and correct to my knowledge, based on the records of the Petitioner Company and that the legal submissions made therein are based upon the information's received by me and believed to be true. The contents of said Petition may be read as part and parcel of this affidavit as the same are not being repeated herein for the sake of brevity.

That all the Annexures annexed herewith with the Petition are true copies of their respective original.

VERIFICATION:

Verified at Mumbai on this 1st day of MARCH, 2019 that the contents of the above affidavit are true and correct to my knowledge, no part of it is false and nothing has been concealed therefrom.


DEPONENT
Chief Engineer (Power Purchase)
M.S.E.D.C.L.


DEPONENT
Chief Engineer (Power Purchase)
M.S.E.D.C.L.

BEFORE ME

NOTARY
GREATER BOMBAY
UNION OF INDIA



The details of LOI issued to successful bidders in tender MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET-58						
Period	Timings (Hour)	Quantum MW	Rate Rs/KWh	Bidders	Source of power	LOI Details
01.10.2018 to 15.10.2018	00:00 to 24:00	80	4.86	GMR ENERGY TRADING LIMITED/85808	Sai Wardha power generation limited (swpgl)	CE/PP/STPP/LOI/ET-58/GMR/22777 dtd 26.09.2018
16.10.2018 to 31.10.2018	00:00 to 24:00	80	4.86	GMR ENERGY TRADING LIMITED/85808	Sai Wardha power generation limited (swpgl)	CE/PP/STPP/LOI/ET-58/GMR/24046 dtd 09.10.2018
01.10.2018 to 15.10.2018	00:00 to 24:00	97	4.86	MANIKARAN POWER LIMITED/102094	VS Lignite Power Pvt. Limited Rajasthan, Northern Region	CE/PP/STPP/LOI/ET-58/MPL/22778 dtd 26.09.2018
16.10.2018 to 31.10.2018	00:00 to 24:00	97	4.86	MANIKARAN POWER LIMITED/102094	VS Lignite Power Pvt. Limited Rajasthan, Northern Region	CE/PP/STPP/LOI/ET-58/MPL/24049 dtd 09.10.2018
01.10.2018 to 15.10.2018	00:00 to 24:00	50	4.86	Tata Power Trading Company Limited/74244	DB Power Limited (DBPL)	CE/PP/STPP/LOI/ET-58/TPCL/22769 dtd 26.09.2018
16.10.2018 to 31.10.2018	00:00 to 24:00	50	4.86	Tata Power Trading Company Limited/74244	DB Power Limited (DBPL)	CE/PP/STPP/LOI/ET-58/TPCL/24045 dtd 09.10.2018
01.10.2018 to 15.10.2018	00:00 to 24:00	50	4.86	GMR ENERGY TRADING LIMITED/93281	DB POWER LIMITED	CE/PP/STPP/LOI/ET-58/GMR/22770 dtd 26.09.2018
16.10.2018 to 31.10.2018	00:00 to 24:00	50	4.86	GMR ENERGY TRADING LIMITED/93281	DB POWER LIMITED	CE/PP/STPP/LOI/ET-58/GMR/24048 dtd 09.10.2018
01.10.2018 to 15.10.2018	00:00 to 24:00	223	4.86	JSW Energy Limited/89749	JSW Plant in Maharashtra in Western Region	CE/PP/STPP/LOI/ET-58/JSWEL/22768 dtd 26.09.2018
16.10.2018 to 31.10.2018	00:00 to 24:00	223	4.86	JSW Energy Limited/89749	JSW Plant in Maharashtra in Western Region	CE/PP/STPP/LOI/ET-58/JSWEL/24047 dtd 09.10.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	97	4.84	MANIKARAN POWER LIMITED/102094	VS Lignite Power Pvt. Limited Rajasthan, Northern Region	CE/PP/STPP/LOI/ET-58/MPL/25365 dtd 25.10.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	80	4.84	GMR ENERGY TRADING LIMITED/85808	sai wardha power generation limited (swpgl)	CE/PP/STPP/LOI/ET-58/GMR/25435 dtd 25.10.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	100	4.84	GMR ENERGY TRADING LIMITED/93281	DB POWER LIMITED	CE/PP/STPP/LOI/ET-58/GMR/25369 dtd 25.10.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	50	4.84	Tata Power Trading Company Limited/74244	DB Power Limited (DBPL)	CE/PP/STPP/LOI/ET-58/TPCL/25367 dtd 25.10.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	173	4.84	JSW Energy Limited/89749	JSW Plant in Maharashtra in Western Region	CE/PP/STPP/LOI/ET-58/JSWEL/25368 dtd 25.10.2018

The details of LOI issued to successful bidders in tender MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET-71						
Period	Timings (Hour)	Quantum MW	Rate Rs/KWh	Bidders	Source of power	LOI Details
01.10.2018 to 31.10.2018	00:00 to 24:00	275	4.41	JSW Energy Limited/89749	JSW Plant in Maharashtra	CE/PP/STPP/LOI/ET-71/JSWEL/22372 dtd 19.09.2018
	00:00 to 24:00	80	4.41	MANIKARAN POWER LIMITED/102094	Sai Wardha Power Generation MH	CE/PP/STPP/LOI/ET-71/MPL/22373 dtd 19.09.2018
	00:00 to 24:00	145	4.52	Arunachal Pradesh Power Corporation Private Limited/80630	Generator in SR	CE/PP/STPP/LOI/ET-71/APCL/22387 dtd 20.09.2018
01.11.2018 to 30.11.2018	00:00 to 24:00	275	4.41	JSW Energy Limited/89749	JSW Plant in Maharashtra	CE/PP/STPP/LOI/ET-71/JSWEL/22372 dtd 19.09.2018
	00:00 to 24:00	275	4.41	JSW Energy Limited/89749	JSW Plant in Maharashtra	CE/PP/STPP/LOI/ET-71/JSWEL/22372 dtd 19.09.2018
	00:00 to 24:00	80	4.41	MANIKARAN POWER LIMITED/102094	Sai Wardha Power Generation MH	CE/PP/STPP/LOI/ET-71/MPL/22373 dtd 19.09.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	80	4.41	MANIKARAN POWER LIMITED/102094	Sai Wardha Power Generation MH	CE/PP/STPP/LOI/ET-71/MPL/22373 dtd 19.09.2018
	00:00 to 24:00	80	4.41	MANIKARAN POWER LIMITED/102094	Sai Wardha Power Generation MH	CE/PP/STPP/LOI/ET-71/MPL/22373 dtd 19.09.2018
	00:00 to 24:00	50	4.48	TPCL/74187	Tata Power Delhi Distribution Limited (TPDDL)	CE/PP/STPP/LOI/ET-71/TPCL/22384 dtd 20.09.2018
16.11.2018 to 30.11.2018	00:00 to 24:00	50	4.48	TPCL/74187	Tata Power Delhi Distribution Limited (TPDDL)	CE/PP/STPP/LOI/ET-71/TPCL/22384 dtd 20.09.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	70	4.55	TPCL/77686	Nava Bharat Energy India Limited (NBEIL)	CE/PP/STPP/LOI/ET-71/TPCL/22382 dtd 20.09.2018
01.11.2018 to 15.11.2018	00:00 to 24:00	25	4.59	PTC India Limited/74475	Jaypee Nigrie MP	CE/PP/STPP/LOI/ET-71/PTC/22383 dtd 20.09.2018
16.11.2018 to 30.11.2018	00:00 to 24:00	95	4.52	Arunachal Pradesh Power Corporation Private Limited/80630	Generator in SR	CE/PP/STPP/LOI/ET-71/APCL/22387 dtd 20.09.2018
01.12.2018 to 15.12.2018	00:00 to 24:00	400	4.38	Arunachal Pradesh Power Corporation Private Limited/80630	Generator in SR	CE/PP/STPP/LOI/ET-71/APCL/22387 dtd 20.09.2018
16.12.2018 to 31.12.2018	00:00 to 24:00	400	4.39	Arunachal Pradesh Power Corporation Private Limited/80630	Generator in SR	CE/PP/STPP/LOI/ET-71/APCL/22387 dtd 20.09.2018
01.12.2018 to 15.12.2018	00:00 to 24:00	20	4.38	JSW Energy Limited/89749	JSW Plant in Maharashtra	CE/PP/STPP/LOI/ET-71/JSWEL/22372 dtd 19.09.2018
16.12.2018 to 31.12.2018	00:00 to 24:00	20	4.39	JSW Energy Limited/89749	JSW Plant in Maharashtra	CE/PP/STPP/LOI/ET-71/JSWEL/22372 dtd 19.09.2018
01.12.2018 to 15.12.2018	00:00 to 24:00	80	4.38	MANIKARAN POWER LIMITED/102094	Sai Wardha Power Generation MH	CE/PP/STPP/LOI/ET-71/MPL/22373 dtd 19.09.2018
16.12.2018 to 31.12.2018	00:00 to 24:00	80	4.39	MANIKARAN POWER LIMITED/102094	Sai Wardha Power Generation MH	CE/PP/STPP/LOI/ET-71/MPL/22373 dtd 19.09.2018

" True COPY "

11

**PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH TARIFF BASED
COMPETITIVE BIDDING PROCESS**

(As per "Guidelines for short-term (i.e. for a period of more than one day to one year)
Procurement of Power by Distribution Licensees through Tariff based bidding process" issued by
Government of India)

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(MSEDCL) INVITATION FOR BIDS**

[Event No MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58]

S. No.	Event	Date & Time
1	Cost of Tender Fees per participation, Demand Draft (DD) / Banker's Cheque (BC) towards in favour of Maharashtra State Electricity Distribution Company Limited, Mumbai	Rs.10000/- plus applicable taxes.
2	Publication of Request for Proposal (RfP)/ Activation of Event	05.07.2018
3	Last date of submission of RfP Bids	16.07.2018 at 17.00 Hrs
4	Opening of non financial technical Bids (EMD to reach before opening of non financial technical Bids)	17.07.2018 at 11.00 Hrs
5	Opening of IPOs	18.07.2018 at 12.00 Hrs
6	Start of e RA	18.07.2018 at 13.00 Hrs

Bids to be submitted through	DEEP e Bidding portal
Office inviting bids & Place of submission of EMD	Chief Engineer (Power Purchase) Maharashtra State Electricity Distribution Company Limited (MSEDCL), 5th Floor, Plot No.G-9, A K Marg, Bandra (East), Mumbai-400051 Phone 022-26474211 & 022-26478643 (O) E-mail : ceppmsedcl@gmail.com

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12

1 INTRODUCTION AND BACKGROUND

Maharashtra State Electricity Distribution Company Limited (MSEDCL, 5th Floor, Prakashgad, Plot No. G-9, A.K. Marg, Bandra (East), Mumbai-400051, a Company incorporated under the Companies Act, 1956 and Distribution Licensee as per provision of the Electricity Act, 2003 is inviting bids for procurement of power under Short Term arrangement for the period from 01.08.2018 to 31.12.2018. The power would be procured through 'Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process' (Guidelines).

2 E-BIDDING FEE

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the a bidder is willing to bid, to PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal NEFT/RTGS on PFCCL account. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3 QUANTUM OF POWER

The Bidder(s) shall be capable of supplying power as mentioned below to MSEDCL, for the period from 01.08.2018 to 31.12.2018.:

Requisition	Period	Timings (Hour)	Quantum in (MW)	Minimum Bid Quantity (in MW)	Delivery Point
1	01.08.2018 to 15.08.2018	00:00 to 24:00	500	50	MSETCL Periphery i.e. Maharashtra State Transmission System periphery [The interconnection of Maharashtra STU, and CTU Western Region (WR)].
2		06:00 to 16:00	500	50	
3	16.08.2018 to 31.08.2018	00:00 to 24:00	500	50	
4		06:00 to 16:00	500	50	
5	01.09.2018 to 15.09.2018	00:00 to 24:00	500	50	
6		06:00 to 16:00	500	50	
7	16.09.2018 to 30.09.2018	00:00 to 24:00	500	50	
8		06:00 to 16:00	500	50	
9	01.10.2018 to 15.10.2018	00:00 to 24:00	500	50	
10		06:00 to 17:00	500	50	
11	16.10.2018 to 31.10.2018	00:00 to 24:00	500	50	
12		06:00 to 17:00	500	50	
13	01.11.2018 to 15.11.2018	00:00 to 24:00	500	50	
14		06:00 to 17:00	500	50	
15	16.11.2018 to 30.11.2018	00:00 to 24:00	500	50	
16		06:00 to 17:00	500	50	
17	01.12.2018 to 15.12.2018	00:00 to 24:00	500	50	
18		06:00 to 17:00	500	50	
19	16.12.2018 to 31.12.2018	00:00 to 24:00	500	50	
20		06:00 to 17:00	500	50	

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DELIVERY POINT:

MSETCL Periphery i.e. Maharashtra State Transmission System periphery [The interconnection of Maharashtra STU, and CTU Western Region (WR)].

4 QUALIFICATION CRITERIA

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

- i. The Bidder must quote Bid Quantity, as mentioned in table above, from single source of generation.
- ii. The quantum of power offered by the Bidder shall be firm power for the duration mentioned above.
- iii. If Bidder is a Trader, it should submit a copy of valid Category license or equivalent Trading License issued by Appropriate Commission.
- iv. If Bidder is a Trader, it should submit a copy executed a power purchase agreement or an equivalent arrangement for supply of power.

5 TARIFF STRUCTURE

- 5.1 The Bidder shall quote the single tariff at the Delivery Point upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges upto Delivery Point and all taxes, duties, CESS etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only. The Delivery Point shall be as mentioned above.
- 5.2 For avoidance of doubt, All charges will be on account of bidder i.e Intra State application fees, Open access charges etc, Intra State transmission charges and losses, RLDC application fees, Operating charges etc, Applicable all POC injection charges and losses, Applicable all POC drawl charges and losses', any charges due to change in law, not mentioned but if applicable any other charges, are on Bidder(s) account.
- 5.3 The tariff should be constant and there shall be no escalation during the contractual period. If Bids are invited for different time slots then tariff may be different for each time slot.
- 5.4 Bidder shall supply the power through single source and in case of change in source due to unforeseen circumstances, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidder. In case of change of source, seller/bidder should take consent of MSEDCL.
- 5.5 MSEDCL will in no way be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the Regional Energy Accounts (REAs) of

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14

the Western Regional Power Committee / State energy accounts (SEAs) of MSLDC as per the latest open access regulations applicable.

6 BIDDING PROCESS

6.1 MSEDCL has issued an RfP for procurement of power on short term basis as per the details mentioned in clause (3) above and the RfP has been uploaded on the DEEP e- Bidding portal.

6.2 EARNEST MONEY DEPOSIT (EMD)/ BANK GUARANTEE (BG)

6.2.1 The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank in favour of "Maharashtra state Electricity Distribution Company Limited" payable at Mumbai or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available. The Performa of BG is annexed as Annexure I.

For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-

6.2.2 The original EMD needs to be submitted before the opening of the Non- Financial Technical Bid.

6.2.3 The EMD shall be forfeited:

- a. If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
- b. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

6.2.4 The EMD shall be refunded to the unsuccessful Bidders after 25 days from the close of e-reverse auction.

6.2.5 Validity of the BG shall be up to the end of Bid-Validity period with 15 (fifteen) days claim period thereafter.

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

6.3 BID SUBMISSION

6.3.1 Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the MSEDCL form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in

15

- the designated locations of Technical Bid.
- 6.3.2 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RfP and upload the latest documents as part of the Bid.
- 6.3.3 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e- Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bids will have to be signed by the Digital Signature of the Bidder.
- 6.3.4 Bidders shall be required to submit separate non financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The non financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP.
- 6.3.5 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.

7 VALIDITY OF TENDER AND OFFER

- 7.1. The offer against tender should remain valid for tender period.

8 CONDITIONAL AND INCOMPLETE TENDER

- 8.1 Conditional and incomplete tenders are liable to rejection.

9 OPENING AND EVALUATION OF BID

- 9.1 Lowest valid rate of the tender cum reverse auction price should normally be accepted. MSEDCL reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.
- 9.2 MSEDCL has constituted a Standing Committee for evaluation of the Bids.
- 9.3 Technical proposals will be opened by the MSEDCL or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- 9.4 Technical proposals for those tenders whose original copies of DD/BC/BG towards EMD and who have deposited the E-Bidding Fee have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- 9.5 Decrypted (transformed into readable formats) documents of the Statutory and Non- statutory Covers

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will be downloaded for the purpose of evaluation.

- 9.6 MSEDCL or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.
- 9.7 In the event, if two or more Bidders quote the same amount of Tariff during IPO and e- Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

10 ELIMINATION OF BIDDERS

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

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

11 E - REVERSE AUCTION (e-RA)

- 11.1 The shortlisted Bidders after elimination will be intimated individually by system generated emails only.
- 11.2 The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse Auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes.

Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.

- 11.3 During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing lowest tariff would be visible to all the Bidders.
- 11.4 The Bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e- Reverse Auction process.

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17

12 ISSUANCE OF LETTER OF AWARD (LOA)

- 12.1 The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s).
- 12.2 MSEDCL shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
- 12.3 The MSEDCL shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfill its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event, MSEDCL rejects or annuls all the Bids, it may go for fresh Bids hereunder. MSEDCL will issue the LOA within 3 days before the commencement of power as per requisitions. Further in case MSEDCL requires the power during the requisition period for which the LOA is not issued as mentioned above but if successful bidder is ready to provide such power; LOA with mutual consent will be issued for agreed period, else otherwise bidder shall have option to exit without forfeiting the BG.
- 12.4 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- 12.5 In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- 12.6 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by MSEDCL to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, MSEDCL may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.
- 12.7 MSEDCL reserves the right to reject any or all bids or to accept any bid in total OR partially, and to issue LOA at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

13. CONTRACT AWARD AND CONCLUSION

- 13.1 After acknowledgement of the LOA by the Selected Bidder(s), MSEDCL shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document i.e. within 15 days from the close of the e-Reverse Auction. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. MSEDCL would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA.

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18

13.2 PPA will be signed with issue of LoA with the selected Bidders generally within 07 days from conclusion of the selection process or bid validity date, whichever is earlier.

14. RIGHT TO ACCEPT / REJECT THE BID:

14.1 Lowest valid rate of the tender cum reverse auction price will normally be accepted. MSEDCL reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

15. CONTRACT PERFORMANCE GUARANTEE (CPG)

15.1 The Successful Bidder(s) shall furnish CPG within 7 days from the date of selection of successful Bidder(s) for an amount calculated at **Rs. 2 lac** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.

15.2 The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.

15.3 In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.

15.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

16. OPEN ACCESS:

16.1 SCHEDULING PROCEDURE:

The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s)/SLDC(s) as per provisions of IEGC and framework of ABT and decisions of RLDC and REB.

16.2 BOOKING OF TRANSMISSION CORRIDORS

16.2.1 The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. He shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for short-term open access customers (Inclusive of all the amendments till date).

The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.

17. CHANGES IN LAW:

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

19

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

18 BILLING CYCLE

- 18.1 Bidders to raise bill(s) on monthly for the energy scheduled.

19 BILLING

- 19.1 Bidders will raise bills on monthly basis at the agreed tariff rate indicated in LoA to the Chief Engineer (Power Purchase) MSEDCL Mumbai, for the energy scheduled at the delivery point during a calendar month or as informed otherwise based on data of concerned SLDC along with complete details of the power scheduled at the delivery point and/or other documents/ information, as may be required for bill verification.
- 19.2 Final monthly adjustment bill will be raised based on REA issued by the concerned RPC/Energy Account issued by SLDC/STU.
- 19.3 The bills for liquidated Damages for the month shall be raised only after end of that month.

20 PAYMENTS

- 20.1 MSEDCL will make the payment to Selected Bidder within 30 days working days from the date of receipt of the energy bills. In the event of the due date of payment being a Bank/Discoms holiday, the next working day shall be considered as the due date of payment. In case of timely payment by MSEDCL, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.
- 20.2 Selected Bidder will have to furnish LoA received by them from the Supplier of power along with the first bill for timely processing of the bill(s).
- 20.3 The Procurer(s) shall be required to provide Letter of Credit (LC) equivalent to 100% of the Monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.

21 REBATES ON PAYMENT

- 21.1 A rebate @ 2 % shall be applicable on payment of Energy bill within due date of payment. No rebate shall be applicable on payment of Open Access Bills.

22 LATE PAYMENT SURCHARGE

- 22.1 A surcharge of 1.25% (One Point Two Five Percent) per month shall be applied on all payments, monthly 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 the MSEDCL on the energy bills shall not be treated as

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20

outstanding.

23 PAYMENTS OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY

- 23.1 Both the parties would ensure that actual scheduling will not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.
- 23.2 In case deviation from Procurer side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum in excess of permitted deviation.
- 23.3 In case deviation from Bidder side in scheduled energy is more than 15% of the contracted power for which open access has been allocated on monthly energy basis, Bidder shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum in excess of permitted deviation..

24 TRADING LICENSE

The Traders submitting bids should have a valid license from the Central Electricity Regulatory Commission (CERC)/Maharashtra State Electricity Regulatory Commission (MERC) for Inter-State/Intra-State trading of Electricity. The trader is also required to upload the photocopy of the same along with the bid.

25 COMMUNICATIONS

- 25.1 All parties shall rely of written communication only.
- 25.2 The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.
- 25.3 MSEDCL reserves the right to ask for the additional information from the Bidder through e-mail. The e-mail id ceppmsedcl@gmail.com will be used.

26 GOVERNING LAW

- 26.1 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 in the State in which MSEDCL has its headquarters shall have exclusive jurisdiction.

27 DISCLAIMER

- 27.1 Neither MSEDCL nor its employees shall be liable to any Bidder or any other person under any law including the law of contract., tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the

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21

bid, or any other information supplied by or on behalf of MSEDCL or its employees. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and its subject to the award of LoA / PPA by MSEDCL and acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

28 FORCE MAJEURE:

A Force Majeure means occurrence of any event or circumstance or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA.

- 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.
- 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. The contracted power will be treated as deemed reduced for the period of transmission constraint. The non / part availability of transmission corridor should be confirmed by the concerned RLDC / SLDC.

29 JURISDICTION

All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at **MUMBAI** only.

30 DISPUTE RESOLUTION

- 30.1 All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- 30.2 All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 or amendments thereof.
- 30.3 Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under power purchase agreement.

22

Annexure - I

Format of the unconditional and Irrevocable Bank Guarantee for EMD (to be on Non-Judicial stamp Paper of appropriate value as per stamp Act relevant to place of execution)

BANK GUARANTEE FOR EMD

To:
XXX
XXXX

In consideration of _____ (**Insert Name of Bidder**) submitting the Bid inter alia for supply of power on short term basis for the period _____ (**Insert Date**) to _____, (**Insert Date**) through tariff based Competitive Bidding Process in response to the Tender specification _____ issued by _____ (**herein after referred to as "Procurer"**) agreeing to consider the bid of _____ (**Insert Name of Bidder**) as per the terms of the bid document and the _____ (**Insert Name of Bank**) a Banking company registered under the Companies Act 1956 and having its licensee to carry out Banking Business under the Banking Regulation Act 1949 at having the registered office at _____ (**Insert the address of the Bank**) (**hereafter referred to as Guarantor Bank**) hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ (**Insert Name of "Procurer"**) or its authorized representative forthwith on demand in writing from _____ (**Insert Name of Bidder**) or any representative authorized by it in this behalf an amount not exceeding _____ Rupees _____, on behalf of _____ (**Insert Name of Bidder**)

This guarantee shall be valid and binding on Guarantor Bank up to and including ____ days (___ days) from date of submission of bids i.e. up to _____ and shall not be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired 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. Our liability under this Guarantee is restricted to **Rupees. _____ (Insert Amount).** Our Guarantee shall remain in force until _____ (**Insert date**). The procurer shall entitled to invoke this guarantee until _____ (**Insert date**).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or 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 Procurer or authorized representative.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai (Maharashtra) 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.

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23

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 a primary obligation of the Guarantor Bank and accordingly the Procurer 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 Procurer or its authorized representative 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 Procurer or its authorized representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations under the RFP documents.

The Guarantor Bank hereby agrees and acknowledges that the Procurer or its authorized representative shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ **(Insert Amount)**
2. This Bank Guarantee shall be valid up to _____ **(Insert Date)** and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer" or its authorized representative serves upon us a written claim or demand on or before _____ **(Insert Date)**.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ **(Insert Date)** at _____ **(Insert Address)**.

Witness

1. _____

Signature

Name and Address

2. ---

Designation with Bank Stamp

Name and Address

For:

_____(insert Name of Bank)

Banker's stamp and full address

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24

Additional information

Relevant Bank Details of MSEDCL for payment of Bid Security:

Name of Bank: BANK OF INDIA
Branch Name: MUMBAI LARGE CORPORATE BRANCH
Account No. : 016020110000033
Name of Account Holder by Designation: Director Finance, MSEDCL
IFSC Code : BKID0000160
Address: MUMBAI LARGE CORPORATE, 70/80, MG ROAD, FORT,
FORT, MUMBAI - 400023, MAHARASHTRA

Relevant Bank Details of PFCCL for payment of e-Bidding Fee:

Account Title: PFC Consulting Limited-STB
Name of Bank: Yes Bank Ltd.
Account No. : 013684100002284
IFSC Code: YESB0000136
Address: No. 56, Ground Floor, ALPS Building, Jan path, Connaught
Place, New Delhi, Delhi 110001



25

**PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH TARIFF BASED
COMPETITIVE BIDDING PROCESS**

(As per "Guidelines for short-term (i.e. for a period of more than one day to one year)
Procurement of Power by Distribution Licensees through Tariff based bidding process" issued by
Government of India)

**MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(MSEDCL)**

INVITATION FOR BIDS

[Event No MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/71]

S. No.	Event	Date & Time
1	Cost of Tender Fees per participation, Demand Draft (DD) / Banker's Cheque (BC) towards in favour of Maharashtra State Electricity Distribution Company Limited, Mumbai	Rs.10000/- plus applicable taxes.
2	Publication of Request for Proposal (RfP)/ Activation of Event	23.08.2018
3	Last date of submission of RfP Bids	05.09.2018 at 16:00 Hrs
4	Opening of non financial technical Bids (EMD to reach before opening of non financial technical Bids)	05.09.2018 at 17:00 Hrs
5	Opening of IPOs	06.09.2018 at 11:00 Hrs
6	Start of e RA	06.09.2018 at 12:00 Hrs

Bids to be submitted through	DEEP e Bidding portal
Office inviting bids & Place of submission of EMD	Chief Engineer (Power Purchase) Maharashtra State Electricity Distribution Company Limited (MSEDCL), 5th Floor, Plot No.G-9, A K Marg, Bandra (East), Mumbai-400051 Phone 022-26474211 & 022-26478643 (O) E-mail : ceppmsedcl@gmail.com

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26

1 INTRODUCTION AND BACKGROUND

Maharashtra State Electricity Distribution Company Limited (MSEDCL, 5th Floor, Prakashgad, Plot No. G-9, A.K. Marg, Bandra (East), Mumbai-400051, a Company incorporated under the Companies Act, 1956 and Distribution Licensee as per provision of the Electricity Act, 2003 is inviting bids for procurement of power under Short Term arrangement for the period from 01.10.2018 to 31.12.2018. The power would be procured through 'Guidelines for short-term (i.e. for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process' (Guidelines).

2 E-BIDDING FEE

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

3 QUANTUM OF POWER

The Bidder(s) shall be capable of supplying power as mentioned below to MSEDCL, for the period from 01.10.2018 to 31.12.2018.:

Requisition	Period	Timings (Hour)	Quantum in (MW)	Minimum Bid Quantity (in MW)	Delivery Point
1	01.10.2018 to 15.10.2018	00:00 to 24:00	500	50	MSETCL Periphery i.e. Maharashtra State Transmission System periphery [The interconnection of Maharashtra STU, and CTU Western Region (WR)].
2		06:00 to 17:00	500	50	
3	16.10.2018 to 31.10.2018	00:00 to 24:00	500	50	
4		06:00 to 17:00	500	50	
5	01.11.2018 to 15.11.2018	00:00 to 24:00	500	50	
6		06:00 to 17:00	500	50	
7	16.11.2018 to 30.11.2018	00:00 to 24:00	500	50	
8		06:00 to 17:00	500	50	
9	01.12.2018 to 15.12.2018	00:00 to 24:00	500	50	
10		06:00 to 17:00	500	50	
11	16.12.2018 to 31.12.2018	00:00 to 24:00	500	50	
12		06:00 to 17:00	500	50	

DELIVERY POINT:

MSETCL Periphery i.e. Maharashtra State Transmission System periphery [The interconnection of Maharashtra STU, and CTU Western Region (WR)].

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27

4 QUALIFICATION CRITERIA

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

- i. The Bidder must quote Bid Quantity, as mentioned in table above, from single source of generation.
- ii. The quantum of power offered by the Bidder shall be firm power for the duration mentioned above.
- iii. If Bidder is a Trader, it should submit a copy of valid Category license or equivalent Trading License issued by Appropriate Commission.
- iv. If Bidder is a Trader, it should submit a copy executed a power purchase agreement or an equivalent arrangement for supply of power.

5 TARIFF STRUCTURE

- 5.1 The Bidder shall quote the single tariff at the Delivery Point upto three (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), applicable Point of Connection (POC) charges upto Delivery Point and all taxes, duties, CESS etc. imposed by Central Govt. / State Govt. / Local bodies. Tariffs shall be designated in Indian Rupees only. The Delivery Point shall be as mentioned above.
- 5.2 For avoidance of doubt, All charges will be on account of bidder i.e Intra State application fees, Open access charges etc, Intra State transmission charges and losses, RLDC application fees, Operating charges etc, Applicable all POC injection charges and losses, Applicable all POC drawl charges and losses', any charges due to change in law, not mentioned but if applicable any other charges, are on Bidder(s) account.
- 5.3 The tariff should be constant and there shall be no escalation during the contractual period. If Bids are invited for different time slots then tariff may be different for each time slot.
- 5.4 Bidder shall supply the power through single source and in case of change in source due to unforeseen circumstances, additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Bidder. In case of change of source, seller/bidder should take consent of MSEDCL.
- 5.5 MSEDCL will in no way be liable for any other charges up to delivery point except for the charges of energy delivered at delivery point on the basis of the Regional Energy Accounts (REAs) of the Western Regional Power Committee / State energy accounts (SEAs) of MSLDC as per the latest open access regulations applicable.



23

6 BIDDING PROCESS

6.1 MSEDCL has issued an RfP for procurement of power on short term basis as per the details mentioned in clause (3) above and the RfP has been uploaded on the DEEP e- Bidding portal.

6.2 EARNEST MONEY DEPOSIT (EMD)/ BANK GUARANTEE (BG)

6.2.1 The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank in favour of "Maharashtra state Electricity Distribution Company Limited" payable at Mumbai or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available. The Performa of BG is annexed as Annexure I.

For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-

6.2.2 The original EMD needs to be submitted before the opening of the Non- Financial Technical Bid.

6.2.3 The EMD shall be forfeited:

- a. If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
- b. For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

6.2.4 The EMD shall be refunded to the unsuccessful Bidders after 25 days from the close of e-reverse auction.

6.2.5 Validity of the BG shall be up to the end of Bid-Validity period with 15 (fifteen) days claim period thereafter.

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

6.3 BID SUBMISSION

6.3.1 Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the MSEDCL form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

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- 6.3.2 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RfP and upload the latest documents as part of the Bid.
- 6.3.3 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e-Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bids will have to be signed by the Digital Signature of the Bidder.
- 6.3.4 Bidders shall be required to submit separate non financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) through e-Bidding portal. The non financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before date and time of submission of RfP.
- 6.3.5 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. The conditional price bid shall be summarily rejected.

7 VALIDITY OF TENDER AND OFFER

- 7.1. The offer against tender should remain valid for a period of 60 (Sixty) days from the day of opening of the tender

8 CONDITIONAL AND INCOMPLETE TENDER

- 8.1 Conditional and incomplete tenders are liable to rejection.

9 OPENING AND EVALUATION OF BID

- 9.1 Lowest valid rate of the tender cum reverse auction price should normally be accepted. MSEDCL reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.
- 9.2 MSEDCL has constituted a Standing Committee for evaluation of the Bids.
- 9.3 Technical proposals will be opened by the MSEDCL or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- 9.4 Technical proposals for those tenders whose original copies of DD/BC/BG towards EMD and who have deposited the E-Bidding Fee have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- 9.5 Decrypted (transformed into readable formats) documents of the Statutory and Non- statutory Covers

30

will be downloaded for the purpose of evaluation.

9.6 MSEDCL or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.

9.7 In the event, if two or more Bidders quote the same amount of Tariff during IPO and e- Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

10 ELIMINATION OF BIDDERS

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

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

11 E - REVERSE AUCTION (e-RA)

11.1 The shortlisted Bidders after elimination will be intimated individually by system generated emails only.

11.2 The shortlisted Bidder after elimination will be intimated individually by system generated emails only. The Reverse Auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes.

Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.

11.3 During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing lowest tariff would be visible to all the Bidders.

11.4 The Bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e- Reverse Auction process.


31

12 ISSUANCE OF LETTER OF AWARD (LOA)

- 12.1 The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s).
- 12.2 MSEDCL shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.
- 12.3 The MSEDCL shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfill its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event, MSEDCL rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case MSEDCL fails to issue the LoA within a period of 15 days from the close of e- Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD. Further in case MSEDCL requires the power during the requisition period for which the LOA is not issued as mentioned above but if successful bidder is ready to provide such power; LOA with mutual consent will be issued for agreed period, else otherwise bidder shall have option to exit without forfeiting the BG.
- 12.4 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.
- 12.5 In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- 12.6 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by MSEDCL to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, MSEDCL may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.
- 12.7 MSEDCL reserves the right to reject any or all bids or to accept any bid in total OR partially, and to issue LOA at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

13. CONTRACT AWARD AND CONCLUSION

- 13.1 After acknowledgement of the LOA by the Selected Bidder(s), MSEDCL shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document i.e. within 15 days from the close of the e-Reverse Auction. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. MSEDCL would appropriate the EMD of such

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32

Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA.

13.2 PPA will be signed with issue of LoA with the selected Bidders generally within 07 days from conclusion of the selection process or bid validity date, whichever is earlier.

14. RIGHT TO ACCEPT / REJECT THE BID:

14.1 Lowest valid rate of the tender cum reverse auction price will normally be accepted. MSEDCL reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

15. CONTRACT PERFORMANCE GUARANTEE (CPG)

15.1 The Successful Bidder(s) shall furnish CPG within 7 days from the date of selection of successful Bidder(s) for an amount calculated at Rs. 2 lac per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.

15.2 The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.

15.3 In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.

15.4 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

16. OPEN ACCESS:

16.1 SCHEDULING PROCEDURE:

The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s)/SLDC(s) as per provisions of IEGC and framework of ABT and decisions of RLDC and REB.

16.2 BOOKING OF TRANSMISSION CORRIDORS

16.2.1 The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. He shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short term open access and Procedure for reservation of Transmission Capacity for short-term open access customers (Inclusive of all the amendments till date).

The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.

17 CHANGES IN LAW:

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

the seller

33

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

18 BILLING CYCLE

- 18.1 Bidders to raise bill(s) on monthly for the energy scheduled.

19 BILLING

- 19.1 Bidders will raise bills on monthly basis at the agreed tariff rate indicated in LoA to the Chief Engineer (Power Purchase) MSEDCL Mumbai, for the energy scheduled at the delivery point during a calendar month or as informed otherwise based on data of concerned SLDC along with complete details of the power scheduled at the delivery point and/or other documents/ information, as may be required for bill verification.
- 19.2 Final monthly adjustment bill will be raised based on REA issued by the concerned RPC/Energy Account issued by SLDC/STU.
- 19.3 The bills for liquidated Damages for the month shall be raised only after end of that month.

20 PAYMENTS

- 20.1 MSEDCL will make the payment to Selected Bidder within 30 days working days from the date of receipt of the energy bills. In the event of the due date of payment being a Bank/Discoms holiday, the next working day shall be considered as the due date of payment. In case of timely payment by MSEDCL, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.
- 20.2 Selected Bidder will have to furnish LoA received by them from the Supplier of power along with the first bill for timely processing of the bill(s).
- 20.3 The Procurer(s) shall be required to provide Letter of Credit (LC) equivalent to 100% of the Monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.

21 REBATES ON PAYMENT

- 21.1 A rebate @ 2 % shall be applicable on payment of Energy bill within due date of payment. No rebate shall be applicable on payment of Open Access Bills.

22 LATE PAYMENT SURCHARGE



34

22.1 A surcharge of 1.25% (One Point Two Five Percent) per month shall be applied on all payments, monthly 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 the MSEDCL on the energy bills shall not be treated as outstanding.

23 PAYMENTS OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY

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

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

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

24 TRADING LICENSE

The Traders submitting bids should have a valid license from the Central Electricity Regulatory Commission (CERC)/Maharashtra State Electricity Regulatory Commission (MERC) for Inter-State/Intra-State trading of Electricity. The trader is also required to upload the photocopy of the same along with the bid.

25 COMMUNICATIONS

25.1 All parties shall rely of written communication only.

25.2 The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.

25.3 MSEDCL reserves the right to ask for the additional information from the Bidder through e-mail. The e-mail id ceppmsedcl@gmail.com will be used.

26 GOVERNING LAW

26.1 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 in the State in which MSEDCL has its headquarters shall have exclusive jurisdiction.

27 DISCLAIMER

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35

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

28 FORCE MAJEURE:

A Force Majeure means occurrence of any event or circumstance or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA.

- 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.
- 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. The contracted power will be treated as deemed reduced for the period of transmission constraint. The non / part availability of transmission corridor should be confirmed by the concerned RLDC / SLDC.

29 JURISDICTION

All legal proceedings in connection with this bid document and resulting Agreement with the successful bidder shall be subject to the territorial jurisdiction of the local civil courts at **MUMBAI** only.

30 DISPUTE RESOLUTION

- 30.1 All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.
- 30.2 All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996 or amendments thereof.
- 30.3 Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under power purchase agreement.



36

Annexure - I

Format of the unconditional and Irrevocable Bank Guarantee for EMD (to be on Non-Judicial stamp Paper of appropriate value as per stamp Act relevant to place of execution)

BANK GUARANTEE FOR EMD

To:
XXX
XXXX

In consideration of _____ (**Insert Name of Bidder**) submitting the Bid inter alia for supply of power on short term basis for the period _____ (**Insert Date**) to _____, (**Insert Date**) through tariff based Competitive Bidding Process in response to the Tender specification _____ issued by _____ (**herein after referred to as "Procurer"**) agreeing to consider the bid of _____ (**Insert Name of Bidder**) as per the terms of the bid document and the _____ (**Insert Name of Bank**) a Banking company registered under the Companies Act 1956 and having its license to carry out Banking Business under the Banking Regulation Act 1949 at having the registered office at _____ (**Insert the address of the Bank**) (**hereafter referred to as Guarantor Bank**) hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ (**Insert Name of "Procurer"**) or its authorized representative forthwith on demand in writing from _____ (**Insert Name of Bidder**) or any representative authorized by it in this behalf an amount not exceeding _____ Rupees _____, on behalf of _____ (**Insert Name of Bidder**)

This guarantee shall be valid and binding on Guarantor Bank up to and including _____ days (____ days) from date of submission of bids i.e. up to _____ and shall not be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired 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. Our liability under this Guarantee is restricted to **Rupees. _____ (Insert Amount).** Our Guarantee shall remain in force until _____ (**Insert date**). The procurer shall entitled to invoke this guarantee until _____ (**Insert date**).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or 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 Procurer or authorized representative.

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

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

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37

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 a primary obligation of the Guarantor Bank and accordingly the Procurer 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 Procurer or its authorized representative 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 Procurer or its authorized representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations under the RFP documents.

The Guarantor Bank hereby agrees and acknowledges that the Procurer or its authorized representative shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____ **(Insert Amount)**
2. This Bank Guarantee shall be valid up to _____ **(Insert Date)** and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer" or its authorized representative serves upon us a written claim or demand on or before _____ **(Insert Date)**.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ **(Insert Date)** at _____ **(Insert Address)**.

Witness

1. _____

Signature

Name and Address

2. ---

Designation with Bank Stamp

Name and Address

For:

____(insert Name of Bank)

Banker's stamp and full address

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38

Additional information

Relevant Bank Details of MSEDCL for payment of Bid Security:

Name of Bank : BANK OF INDIA
Branch Name: MUMBAI LARGE CORPORATE BRANCH
Account No. : 016020110000033
Name of Account Holder by Designation: Director Finance, MSEDCL
IFSC Code : BKID0000160
Address: MUMBAI LARGE CORPORATE, 70/80, MG ROAD, FORT,
FORT, MUMBAI - 400023, MAHARASHTRA





Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
■ (P) 26474753, (O) 26474211 / 26472131, email- coppmsedcl@gmail.com Website: www.mahadiscom.in

39

No. CE/PP/STPP/LoI/ET-58/GMR/22770

Date: 26-09-2018

To,
M/s. GMR Energy Trading Ltd,
302, New Shakti Bhavan, Terminal 3,
Opp. ATS Complex, International Terminal,
Indira Gandhi International Airport,
New Delhi - 110037.
E-mail: arshad.moin@gmrgroup.in

Sub.-: LoI for Supply of Power to MSEDCL for the period 01.10.2018 to 15.10.2018.

Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
2. Bidder reference no GMR Energy Trading Limited/93281/ RA/50 dated 18.07.2018.

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. GMR Energy Trading Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.10.2018 to 15.10.2018	00:00 to 24:00.	50	4.86	DB Power Limited

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. GMR Energy Trading Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


Chief Engineer (PP)
MSEDCL

Copy s.w.r.to,
1) Director (Comm), MSEDCL

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40



Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
 (P) 26474753, (O) 26474211 / 26472131, email- coppsodcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/GMR/ 22 777

Date: 26-09-2018

To,
 M/s. GMR Energy Trading Ltd,
 25/1 Skip House, Museum Road,
 Bangalore-560 025
 Karnataka.
 E-mail: arshad.moin@gmrgroup.in

Sub:- LoI for Supply of Power to MSEDCL for the period 01.10.2018 to 15.10.2018.

Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
 2. Bidder reference no GMR Energy Trading Limited/85808/ RA/50 dated 18.07.2018.

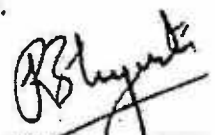
Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. GMR Energy Trading Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.10.2018 to 15.10.2018	00:00 to 24:00.	80	4.86	Sai Wardha Power Generation Limited(SWPGL)

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. GMR Energy Trading Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,
 1) Director (Comm), MSEDCL

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Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153845, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
 (P) 26474753; (O) 26474211 / 26472131, email- cpo@masedcl.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/GMR/DB/ 24048

Date: 09-10-2018

To,
 M/s. GMR Energy Trading Ltd,
 302, New Shakti Bhavan, Terminal 3,
 Opp. ATS Complex, International Terminal,
 Indira Gandhi International Airport,
 New Delhi - 110037.
 E-mail: arshad.moin@gmrgroup.in

Sub:- LoI for Supply of Power to MSEDCL for the period 16.10.2018 to 31.10.2018.

Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
 2. Bidder reference no GMR Energy Trading Limited/93281/ RA/50 dated 18.07.2018.

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. GMR Energy Trading Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	16.10.2018 to 31.10.2018	00:00 to 24:00.	50	4.86	DB Power Limited

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. GMR Energy Trading Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,

- 1) Director (Comm), MSEDCL

"True Copy"





Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
 (P) 26474753, (O) 26474211 / 26472131, email- ceppmsadcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/Nov-18/GMR/ 25369

Date: 25-10-2018

To,
 M/s. GMR Energy Trading Ltd,
 302, New Shakti Bhavan, Terminal 3,
 Opp. ATS Complex, International Terminal,
 Indira Gandhi International Airport,
 New Delhi - 110037.
 E-mail: arshad.moin@gmrgroup.in

Sub.: LoI for Supply of Power to MSEDCL for the period 01.11.2018 to 15.11.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
 2. Bidder reference no GMR Energy Trading Limited/93281/ RA/50 dated 18.07.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. GMR Energy Trading Limited for the supply of power to MSEDCL on firm basis as below:

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.11.2018 to 15.11.2018	00:00 to 24:00	100	4.84	DB Power Limited

1. Delivery point: - MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. GMR Energy Trading Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO. LTD/Short/18-19/ET/58 dated 05.07.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,
 1) Director (Comm), MSEDCL

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43

MAHAVITARAN
Maharashtra State Electricity Distribution Co. Ltd.

Maharashtra State Electricity Distribution Co. Ltd.

CIN: U40109MH2005SGC153645, Prakashgad, Plot No. G-9, Bandra (East), Mumbai - 400 051

R (P) 26474753, (O) 26474211 / 26472131, email: ceppmsodcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/Nov-18/GMR/25-235

Date: 25/10/18

To,
M/s. GMR Energy Trading Ltd,
25/1 Skip House, Museum Road,
Bangalore-560-025
Karnataka
E-mail: arshad.moin@gmrgroup.in

Sub.: LoI for Supply of Power to MSEDCL for the period 01.11.2018 to 15.11.2018

Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
2. Bidder reference no GMR Energy Trading Limited/35303/RA/50 dated 13.07.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. GMR Energy Trading Limited for the supply of power to MSEDCL on firm basis as below:

Sr. No	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/umh)	Source of power / details of generating station
1	01.11.2018 to 15.11.2018	00:00 to 24:00	30	4.84	Sai Wardha Power Generation Limited (SWPGL)

1. Delivery point: MSEDCL Periphery i.e. Maharashtra State Transmission System, dependent on the interconnection of Maharashtra STU and CTU Western Region (WR)
2. M/s. GMR Energy Trading Limited is required to execute the PPA with MSEDCL and submit CPCG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


Chief Engineer (PP)
MSEDCL

Copy to
Dir-



Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
■ (P) 26474753, (O) 26474211 / 26472131, email- coppsedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/TPTCL/ 22769

Date: 26-09-2018

To,
M/s Tata Power Trading Company Limited,
Shatabdi Bhavan, B 12-13, Sector 4,
Noida- 201301,
Uttar Pradesh.
E-mail- tptclmarketing@tatapower.com

Sub.-: LoI for Supply of Power to MSEDCL for the period 01.10.2018 to 15.10.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
2. Bidder reference no Tata Power Trading Company Limited /74244 RA/50 dated 18.07.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s Tata Power Trading Company Limited, for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.10.2018 to 15.10.2018	00:00 to 24:00	50	4.86	DB Power Limited (DBPL)

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s Tata Power Trading Company Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.
It is requested to forward your acceptance of LoI by return mail immediately.


Chief Engineer (PP)
MSEDCL

Copy s.w.r.to,

- 1) Director (Comm), MSEDCL

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45



Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153845, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
■ (P) 26474753; (O) 26474211 / 26472131; email- cs@masedcl.com Website: www.mahadis.com.in

No. CE/PP/STPP/LoI/ET-58/IPTCL/ 24045

Date: 09/10/18

To,
M/s. Tata Power Trading Company Limited,
Shatabdi Bhavan, B 12-13, Sector 4,
Noida- 201301,
Uttar Pradesh.
E-mail- tptclmarketing@tatapower.com

Sub:- LoI for Supply of Power to MSEDCL for the period 16.10.2018 to 31.10.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
2. Bidder reference no Tata Power Trading Company Limited /74244 RA/50 dated 18.07.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. Tata Power Trading Company Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	16.10.2018 to 31.10.2018	00:00 to 24:00	50	4.86	DB Power Limited (DBPL)

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. Tata Power Trading Company Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.
It is requested to forward your acceptance of LoI by return mail immediately.


Chief Engineer (PP)
MSEDCL

Copy s.w.r.to,

- 1) Director (Comm), MSEDCL

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Maharashtra State Electricity Distribution Co. Ltd.
CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G:9, Bandra (East), Mumbai - 400 051
■ (P) 26474753, (O) 26474211 / 26472131; email- ceppmsodcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/Nov-18/TPTCL/ 25367

Date: 25/10/18

To,
M/s. Tata Power Trading Company Limited,
Shatabdi Bhavan, B-12-13, Sector 4,
Noida- 201301,
Uttar Pradesh.
E-mail- tptclmarketing@tatapower.com

Sub:- LoI for Supply of Power to MSEDCL for the period 01.11.2018 to 15.11.2018

Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018

2. Bidder reference no Tata Power Trading Company Limited /74244 RA/50 dated 18.07.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. Tata Power Trading Company Limited for the supply of power to MSEDCL on firm basis as below

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.11.2018 to 15.11.2018	00:00 to 24:00	50	4.84	DB Power Limited (DBPL)

1. Delivery point:- MSETGL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
 2. M/s. Tata Power Trading Company Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018.
 3. The other terms and conditions shall be as stipulated in the NIT referred as above.
- It is requested to forward your acceptance of LoI by return mail immediately.


Chief Engineer (PP)
MSEDCL

Copy s.w.r.to

- 1) Director (Comm), MSEDCL

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Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
■ (P) 26474753, (O) 26474211 / 26472131, email- ceppmseedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/MPL/22778

Date: 26-09-2018

To,
M/s. Manikaran Power Limited.
2nd Floor, D-21, Corporate Park,
Sector 21, Dwarka, New delhi- 110075
E-mail- bilateral.del@manikaranpowerltd.in

Sub.-: LoI for Supply of Power to MSEDCL for the period 01.10.2018 to 15.10.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
2. Bidder reference no Manikaran Power Limited/102094 RA/50 dated 18.07.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. Manikaran Power Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.10.2018 to 15.10.2018	00:00 to 24:00	97	4.86	VS Lignite Power Pvt. Limited Rajasthan, Northern Region

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. Manikaran Power Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


Chief Engineer (PP)
MSEDCL

Copy s.w.r.to,
1) Director (Comm), MSEDCL

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48



Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH2005SGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
 (P) 26474753, (O) 26474211 / 26472131, email- cp@masedcl.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/MPL/ 24049

Date: 09-10-2018

To,
 M/s. Manikaran Power Limited,
 2nd Floor, D-21, Corporate Park,
 Sector 21, Dwarka,
 New Delhi- 110075
 E-mail- bilateral.del@manikaranpowerltd.in

Sub:- LoI for Supply of Power to MSEDCL for the period 16.10.2018 to 31.10.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
 2. Bidder reference no Manikaran Power Limited/102094 RA/50 dated 18.07.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s. Manikaran Power Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	16.10.2018 to 31.10.2018	00:00 to 24:00	97	4.86	VS Lignite Power Pvt. Limited Rajasthan, Northern Region

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. Manikaran Power Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,

- 1) Director (Comm), MSEDCL

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Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
■ (P) 26474753, (O) 26474211 / 26472131, e-mail- ceppmsedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/Lol/ET-58/Nov-18/MPL/ 25365

Date: 25/10/18

To,
M/s. Manikaran Power Limited
2nd Floor, D-21, Corporate Park,
Sector 21, Dwarka, New Delhi- 110075
E-mail- bilateral.del@manikaranpowerltd.in

Sub:- Lol for Supply of Power to MSEDCL for the period 01.11.2018 to 15.11.2018

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
2. Bidder reference no Manikaran Power Limited/102094 RA/50 dated 18.07.2018

Dear Sir,

With reference to the above, we are pleased to place Lol in favour of M/s. Manikaran Power Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station.
1	01.11.2018 to 15.11.2018	00:00 to 24:00	97	4.84	VS Lignite Power Pvt Limited Rajasthan, Northern Region.

1. Delivery point:- MSEDCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. Manikaran Power Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/58 dated 05.07.2018
3. The other terms and conditions shall be as stipulated in the NIT referred as above

It is requested to forward your acceptance of Lol by return mail immediately.


Chief Engineer (PP)
MSEDCL

Copy s.w.r. to,
1) Director (Comm), MSEDCL

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Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
 (P) 26474753, (O) 26474211 / 26472131, email- ceppmsedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/Nov-18/ET-71/TPTCL/ 22382

Date: 20.09.2018

To,
 M/s Tata Power Trading Company Limited.
 Shatabdi Bhavan, B 12-13, Sector 4,
 Noida- 201301,
 Uttar Pradesh.
 E-mail- tptclmarketing@tatapower.com

Sub:- LoI for Supply of Power to MSEDCL for the period 01.11.2018 to 15.11.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/71 dated 23.08.2018
 2. Bidder reference no Tata Power Trading Company Limited /77686 RA/63 dated 06.09.2018
 3. This office mail dtd 19.09.2018 regarding counter offer.
 4. Your office mail dtd 20.09.2018 regarding reply to counter offer.

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s Tata Power Trading Company Limited for the supply of power to MSEDCL on firm basis as below.

Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
01.11.2018 to 15.11.2018	00:00 to 24:00.	70	4.55	Nava Bharat Energy India Limited (NBEIL)

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s Tata Power Trading Company Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/71 dated 23.08.2018.
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.

Sonjare
 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,
 1) Director (Comm), MSEDCL

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Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
 (P) 26474753, (O) 26474211 / 26472131, email- ceppmsedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-71/TPTCL/22384

Date: 20.09.2018

To,
 M/s Tata Power Trading Company Limited,
 Shatabdi Bhavan, B 12-13, Sector 4,
 Noida- 201301,
 Uttar Pradesh.
 E-mail- tptclmarketing@tatapower.com

Sub.-: LoI for Supply of Power to MSEDCL for the period 01.11.2018 to 30.11.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/71 dated 23.08.2018
 2. Bidder reference no Tata Power Trading Company Limited /74187 RA/63 dated 06.09.2018
 3. This office mail dtd 19.09.2018 regarding counter offer.
 4. Your office mail dtd 19.09.2018 regarding reply to counter offer.

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s Tata Power Trading Company Limited, for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.11.2018 to 15.11.2018	00:00 to 24:00	50	4.48	Tata Power Delhi Distribution Limited (TPDDL)
2	16.11.2018 to 30.11.2018	00:00 to 24:00	50	4.48	Tata Power Delhi Distribution Limited (TPDDL)

- Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
- M/s Tata Power Trading Company Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/71 dated 23.08.2018.
- The other terms and conditions shall be as stipulated in the NIT referred as above.
It is requested to forward your acceptance of LoI by return mail immediately.


 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,
 1) Director (Comm), MSEDCL

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52



Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai -- 400 051
 ■ (P) 26474753, (O) 26474211 / 26472131, e-mail- ccppmsedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-71/MPL/ 22373

Date: 19/09/2018

To,
 M/s. Manikaran Power Limited.
 2nd Floor, D-21, Corporate Park,
 Sector 21, Dwarka, New delhi- 110075
 E-mail- [bilateral.del@manikaranpowerltd.in](mailto: bilateral.del@manikaranpowerltd.in)

Sub.-: LoI for Supply of Power to MSEDCL for the period 01.10.2018 to 31.12.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/71 dated 23.08.2018
 2. Bidder-reference no MANIKARAN POWER LIMITED/102094 RA/63 dated 06.09.2018

Dear Sir,

With reference to the above, we are pleased to place LoI in favour of M/s Manikaran Power Limited for the supply of power to MSEDCL on firm basis as below.

Sr. No.	Period	Timings (in hrs)	Quantum (in MW)	Rate at Delivery point (Rs/unit)	Source of power / details of generating station
1	01.10.2018 to 15.10.2018	00:00 to 24:00	80	4.41	Sai Wardha Power Generation, Chandarpur (Dist.), Maharashtra
2	16.10.2018 to 31.10.2018	00:00 to 24:00	80	4.41	
3	01.11.2018 to 15.11.2018	00:00 to 24:00	80	4.41	
4	16.11.2018 to 30.11.2018	00:00 to 24:00	80	4.41	
5	01.12.2018 to 15.12.2018	00:00 to 24:00	80	4.38	
6	16.12.2018 to 31.12.2018	00:00 to 24:00	80	4.39	

1. Delivery point:- MSETCL Periphery i.e. Maharashtra State Transmission System periphery i.e. The interconnection of Maharashtra STU, and CTU Western Region (WR)
2. M/s. Manikaran Power Limited is required to execute the PPA with MSEDCL and submit CPG in line with the NIT No. MAHARASHTRA STATE ELECTRICITY CO LTD/Short/18-19/ET/71 dated 23.08.2018
3. The other terms and conditions shall be as stipulated in the NIT referred as above.

It is requested to forward your acceptance of LoI by return mail immediately.


 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,
 1) Director (Comm), MSEDCL

"True Copy"



53



Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153545, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
 ■ (P) 26474753, (O) 26474211 / 26472131, email- capmsedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/GMR/ 22446

Date: 03.10.2018

To,
 M/s. GMR Energy Trading Ltd,
 302, New Shakti Bhavan, Terminal 3,
 Opp. ATS-Complex, International Terminal,
 Indira Gandhi International Airport, New Delhi - 110037.
 E-mail: arshad.moin@gmrgroup.in

Sub.- Scheduling of firm power against LoI dated 26.09.2018.

Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018

2. Bidder reference no GMR Energy Trading Limited/93281 RA/50 dated 18.07.2018

3. LoI No, CE/PP/STPP/ET-58/GMR/22770 dated 26.09.2018

4. Acceptance of LoIs vide email and letter No.GETL/MSEDCL/GEN/VU/FY 19/283 dated 29.09.2018

Dear Sir,

With reference to the above, the LoI is issued to M/s. GMR Energy Trading Limited for supply of 50 MW RTC power for the period from 01.10.2018 to 15.10.2018 (Source - D B Power Limited) against Tender ET-58 being successful bidder against e-reverse auctions for Tender floated by MSEDCL on Deep e-portal.

Vide email dated 29.09.2018; the confirmation of receipt of LoI is given by you and also informed that the power will be scheduled as per the LoI. It was expected that, the STOA application on firm basis for the contracted period with full quantum will be submitted by you to RLDC. However, it is noticed that from the date of commencement of supply i.e. 01.10.2018, the power is being scheduled on day ahead basis. Further, 50 MW power is scheduled only for 01.10.2018 and 02.10.2018 on day ahead basis and for 03.10.2018 and 04.10.2018, the power is not scheduled to MSEDCL against the contracted power of 50 MW.

MSEDCL, from the date of issuance of LOI, has requested to you regarding scheduling of full quantum of power on firm basis for the contracted period but the same is not done by you. MSEDCL is having acute shortfall of power and in anticipation to meet the demand and expecting timely and prompt schedule of this firm power by you. But, it is of great regret that MSEDCL is not getting power when needed severely.

In view of the above, it is once again requested to schedule the full quantum as per LoI on firm basis for the contracted period failing which, MSEDCL will be compelled to take stern action as per the tender terms and conditions and/or regulatory provisions..

Expecting your immediate action and co-operation.

Thanking you,

Your's faithfully,


 Chief Engineer (PP)
 MSEDCL

Copy s.w.r.to,

1. Director (Comm), MSEDCL

Copy to:

1. Superintending Engineer, LM Cell, MSEDCL, Airoli, Navi Mumbai.

"True Copy"



54



Maharashtra State Electricity Distribution Co. Ltd.
CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
■ (P) 26474753, (O) 26474211 / 26472131, email- ceppmsedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP/LoI/ET-58/TPTCL/22445

Date: 03.10.2018

To,
M/s. Tata Power Trading Company Limited,
Shatabdi Bhavan, B 12-13, Sector 4,
Noida- 201301, Uttar Pradesh.
E-mail- tptclmarketing@tatapower.com

Sub.- Scheduling of firm power against LoI dated 26.09.2018.

- Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/58 dated 05.07.2018
2. Bidder reference no Tata Power Trading Company Limited 74244 RA/50 dated 18.07.2018
3. LoI No, CE/PP/STPP//ET-58/TPTCL/22769 dated 26.09.2018
4. Acceptance of LoIs vide email and letter No.TPTCL-TPTCLM-BILL-MSEDCL-BM-FY19-CD-002 dated 28.09.2018

Dear Sir,

With reference to the above, the LoI is issued to M/s. Tata Power Trading Company Limited for supply of 50 MW RTC power for the period from 01.10.2018 to 15.10.2018 (Source - D B Power Limited) against Tender ET-58 being successful bidder against e-reverse auctions for Tender floated by MSEDCL on Deep e-portal.

Vide email dated 28.09.2018; the confirmation of receipt of LoI is given by you and also informed that the power will be scheduled as per the LoI. It was expected that, the STOA application on firm basis for the contracted period with full quantum will be submitted by you to RLDC. However, it is noticed that from the date of commencement of supply ie. 01.10.2018, the power is being scheduled on day ahead basis. Further, 50 MW power is scheduled only for 01.10.2018 and 02.10.2018 on day ahead basis and for 03.10.2018 and 04.10.2018, the power is not scheduled to MSEDCL against the contracted power of 50 MW.


MSEDCL, from the date of issuance of LOI, has requested to you regarding scheduling of full quantum of power on firm basis for the contracted period but the same is not done by you. MSEDCL is having acute shortfall of power and in anticipation to meet the demand and expecting timely and prompt schedule of this firm power by you. But, it is of great regret that MSEDCL is not getting power when needed severely.

In view of the above, it is once again requested to schedule the full quantum as per LoI on firm basis for the contracted period failing which, MSEDCL will be compelled to take stern action as per the tender terms and conditions and/or regulatory provisions.

Expecting your immediate action and co-operation.

Thanking you,

Your's faithfully,


Chief Engineer (PP)
MSEDCL

Copy s.w.r.to,

1. Director (Comm), MSEDCL

Copy to:

1. Superintending Engineer, LM Cell, MSEDCL, Airoli, Navi Mumbai.

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Maharashtra State Electricity Distribution Co. Ltd.

CIN:U40109MH200SSGC153645, Prakashgad, Plot No.G-9, Bandra (East), Mumbai - 400 051
■ (P) 26474753, (O) 26474211 / 26472131, email- ceppmseedcl@gmail.com Website: www.mahadiscom.in

No. CE/PP/STPP//ET-71/MPL/SWPG/22443

Date: 03.10.2018

To,
M/s. Manikaran Power Limited,
2nd Floor, D-21, Corporate Park,
Sector 21, Dwarka, New delhi- 110075
E-mail- bilateral.del@manikaranpowerltd.in

- Sub.- Scheduling of firm power against LoI dated 19.09.2018.
Ref: 1. Tender Event No. MSEDCL/Short/18-19/ET/71 dated 23.08.2018
2. Bidder reference no Manikaran Power Limited /102094.RA/63 dated 06.09.2018
3. LoI No. CE/PP/STPP//ET-71/MPL/22373 dated 19.09.2018
4. Acceptance of LoIs vide emails dated 29.09.2018

Dear Sir,

With reference to the above, the LoI is issued to M/s. Manikaran Power Limited for supply of 80 MW RTC power for the period from 01.10.2018 to 31.12.2018 (Source - Sai Wardha Power generation in Maharashtra) against Tender ET-71 being successful bidder against e-reverse auctions for Tender floated by MSEDCL on Deep e-portal.

The acceptance for LoI is given by you vide email dated 29.09.2018 and accordingly, STOA application was also approved by MSLDC for schedule of power for the period from 01.10.2018 to 15.10.2018. However, from the date of commencement of supply i.e. 01.10.2018 till date the power scheduled to MSEDCL is zero against the contracted power of 80MW.


MSEDCL, from the date of issuance of LOI, has requested to you regarding scheduling of full quantum of power for the contracted period but the same is not done by you. MSEDCL is having acute shortfall of power and in anticipation to meet the demand and expecting timely and prompt schedule of this firm power by you. But, it is of great regret that MSEDCL is not getting power when needed severely.

In view of the above, it is once again requested to schedule the full quantum as per LoI for the contracted period failing which, MSEDCL will be compelled to take stern action as per the tender terms and conditions and/or regulatory provisions.

Expecting your immediate action and co-operation.

Thanking you,

Your's faithfully,


Chief Engineer (PP)
MSEDCL

Copy s.w.r.to,
1. Director (Comm), MSEDCL

Copy to:
1. Superintending Engineer, LM Cell, MSEDCL, AIROLI, Navi Mumbai.

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Indian Energy Exchange Rates for RTC

Date	*Landed Rate (Rs/unit)	Date	*Landed Rate (Rs/unit)	Date	*Landed Rate (Rs/unit)
01-Oct	8.08	16-Oct	5.10	01-Nov	5.01
02-Oct	5.59	17-Oct	4.63	02-Nov	5.49
03-Oct	7.55	18-Oct	4.28	03-Nov	5.30
04-Oct	7.93	19-Oct	4.36	04-Nov	4.59
05-Oct	8.29	20-Oct	4.61	05-Nov	4.93
06-Oct	8.51	21-Oct	4.38	06-Nov	4.28
07-Oct	6.32	22-Oct	6.57	07-Nov	3.37
08-Oct	9.00	23-Oct	7.34	08-Nov	3.04
09-Oct	9.39	24-Oct	5.47	09-Nov	3.40
10-Oct	5.65	25-Oct	6.63	10-Nov	3.73
11-Oct	7.68	26-Oct	5.68	11-Nov	3.60
12-Oct	5.91	27-Oct	5.54	12-Nov	3.79
13-Oct	4.89	28-Oct	4.46	13-Nov	3.73
14-Oct	4.26	29-Oct	5.24	14-Nov	3.82
15-Oct	5.42	30-Oct	5.07	15-Nov	3.82
Average	6.96	31-Oct	6.01	Average	4.13
		Average	5.34		

* Rates at Maharashtra State Periphery

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Abstract of Power sell by D.B.Power in Energy Exchange for the Month of Oct-2018			
Date	Units Sold in Exchange (Mus)	Amount (Rs. Crs.)	Average Rate (Rs./Kwh)
1-Oct-18	2.73	2.99	10.97
2-Oct-18	2.11	1.35	6.39
3-Oct-18	9.00	6.90	7.66
4-Oct-18	9.58	7.29	7.61
5-Oct-18	4.75	3.73	7.85
6-Oct-18	6.45	5.20	8.06
7-Oct-18	3.23	2.08	6.45
8-Oct-18	4.14	3.56	8.59
9-Oct-18	5.47	5.05	9.23
10-Oct-18	7.22	3.79	5.25
11-Oct-18	13.81	10.05	7.28
12-Oct-18	10.79	6.31	5.85
13-Oct-18	4.83	2.15	4.45
14-Oct-18	2.86	1.11	3.89
15-Oct-18	5.86	3.31	5.65
16-Oct-18	0.66	0.37	5.56
17-Oct-18	0.00	0.00	0.00
18-Oct-18	0.06	0.02	3.94
19-Oct-18	0.00	0.00	0.00
20-Oct-18	0.70	0.34	4.91
21-Oct-18	0.00	0.00	0.00
22-Oct-18	8.12	5.60	6.90
23-Oct-18	10.93	7.72	7.06
24-Oct-18	5.47	3.11	5.68
25-Oct-18	7.81	5.57	7.14
26-Oct-18	7.48	4.18	5.59
27-Oct-18	8.21	4.46	5.43
28-Oct-18	0.45	0.18	4.11
29-Oct-18	5.94	3.47	5.83
30-Oct-18	5.96	3.08	5.16
31-Oct-18	5.03	3.16	6.29
Total	159.64	106.13	6.65

Abstract of Power sell by D.B.Power in Energy Exchange for the Month of Nov-2018			
Date	Units Sold in Exchange (Mus)	Amount (Rs. Crs.)	Average Rate (Rs./Kwh)
1-Nov-18	7.40	3.70	5.00
2-Nov-18	10.14	5.39	5.32
3-Nov-18	10.67	5.57	5.22
4-Nov-18	2.90	1.22	4.22
5-Nov-18	7.57	3.80	5.02
6-Nov-18	3.76	1.56	4.16
7-Nov-18	2.90	0.88	3.02
8-Nov-18	2.90	0.78	2.70
9-Nov-18	2.90	0.89	3.05
10-Nov-18	2.90	0.98	3.38
11-Nov-18	2.90	0.94	3.25
12-Nov-18	2.91	1.00	3.43
13-Nov-18	2.91	0.98	3.38
14-Nov-18	2.91	1.01	3.47
15-Nov-18	2.91	1.01	3.46
Total	68.58	29.71	4.33



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ANNEXURE-D-2

Abstract of Power sell by M/s Sai Wardha Power Generation in Energy Exchange for the Month of Oct-18			
Date	Units Sold in Exchange (Mus)	Amount (Rs. Crs.)	Average Rate (Rs./Kwh)
1-Oct-18	0.93	0.73	7.85
2-Oct-18	1.39	0.72	5.19
3-Oct-18	1.20	0.86	7.12
4-Oct-18	1.34	1.01	7.50
5-Oct-18	1.45	1.14	7.82
6-Oct-18	0.93	0.75	8.06
7-Oct-18	0.94	0.55	5.91
8-Oct-18	1.15	0.97	8.43
9-Oct-18	1.24	1.12	8.98
10-Oct-18	1.60	0.84	5.27
11-Oct-18	1.07	0.78	7.26
12-Oct-18	1.60	0.88	5.51
13-Oct-18	0.84	0.42	4.99
14-Oct-18	0.16	0.07	4.32
15-Oct-18	0.10	0.04	3.98
16-Oct-18	0.43	0.25	5.78
17-Oct-18	0.44	0.21	4.90
18-Oct-18	0.22	0.13	5.74
19-Oct-18	0.03	0.02	5.94
20-Oct-18	0.00	0.00	0.00
21-Oct-18	0.00	0.00	0.00
22-Oct-18	0.00	0.00	0.00
23-Oct-18	0.72	0.60	8.37
24-Oct-18	1.01	0.55	5.49
25-Oct-18	0.19	0.21	10.99
26-Oct-18	1.45	0.76	5.28
27-Oct-18	1.45	0.75	5.16
28-Oct-18	1.27	0.52	4.10
29-Oct-18	1.04	0.51	4.94
30-Oct-18	1.45	0.69	4.74
31-Oct-18	1.26	0.73	5.82
Total	26.91	16.82	6.25

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FORM – 1

Particulars

1. Name of the Petitioner /Applicant:	Maharashtra State Electricity Distribution Company Limited
2. Address of the Petitioner/Applicant:	5 th Floor, Prakashgad, Plot No.G-9, A.K. Marg, Bandra (East), Mumbai-400 051
3. Subject Matter:	Petition under Section of the Electricity Act,2003 seeking revocation of trading licensees for breach of contractual obligation by allowing the source generator to sell the power in exchanges instead of supplying to MSEDCL, as per contract/LOI.
4. Petition No. if any:	- Not Applicable -
5. Details of generation Assets: a) Generating Station/Units b) Capacity in MW: c) Date of Commercial Operation: d) Period for which fee paid: e) Amount of Fee paid: f) Surcharge, if any:	- Not Applicable -
6. Details of Transmission assets: a) Transmission line and sub stations b) Date of commercial operation c) Period for which fee paid: d) Amount of Fee paid: e) Surcharge, if any	- Not Applicable -
7. Fee paid for adoption of tariff for a) Generation asset b) Transmission asset	- Not Applicable -
8. Application fee for licence a) Trading licence b) Transmission licence c) Period for which paid d) Amount of fee paid	- Not Applicable -
9. Fees Paid for miscellaneous application	- Not Applicable -
10. Fees paid for interlocutory application	- Not Applicable -

11. Fee Paid For Regulatory compliance petition	- Not Applicable -
12. Fee paid for review application	- Not Applicable -
13. Licence fee for inter-state trading a) Category b) Period c) Amount of fee paid d) Surcharge, if any	- Not Applicable -
14. Licence fee inter-state transmission a) Expected/Actual Transmission Charges b) Period c) Amount of fee calculated as a percentage of transmission charge d) Surcharge, if any	- Not Applicable -
15. Annual Registration charge for power exchange a) Period b) Amount of Turnover c) Fee paid d) Surcharge, if any	- Not Applicable -
16. Details of fee remitted a) UTR No. d) Date of remittance c) Amount remitted	CNR BR 52019022900624229 27.02.2019 Rs. 3,00,000.00

Note: While Sl.No. 1 to 3 and 16 are compulsory, the rest may be filled up as applicable

 6/3/2019
Advocate
D/1565/07.

Signature of the authorised signatory with date

CENTRAL ELECTRICITY REGULATORY COMMISSIONNEW DELHIVAKALATNAMA

PETITION NO. _____ OF 2019

MAHARASHTRA STATE ELECTRCIITY
DISTRIBUTION COMPANY LIMITED

...PETITIONER

VERSUS

M/S GMR ENERGY TRADING LTD & OTHERS

...RESPONDENT

I, Paresh Bhagwat, aged about 46 yrs and working as Chief Engineer with the Petitioner Company having its office at Fifth Floor, Prakashgadh, Plot-G9, Anant Kanekar Marg, Bandra(east) Mumbai, 400051, in the above petition/application do hereby appoint and retain **Mr. Anup Jain, Mr. Udit Gupta , Sankalp Singh** of **UDIT KISHAN & ASSOCIATES** as Advocate/s to appear, plead and act for me/us in the above petition/application and to conduct and prosecute all proceedings that may be taken in respect thereof and applications for return of documents, enter into compromise and to draw any moneys payable to me/us in the said proceeding.

Place : MUMBAI

Date : 01/03/2019

Signature of the Party

"Accepted"

Chief Engineer (Power Purchase)
M.S.E.D.C.L.

Executed in my presence.

Mobile No: 9911179111 (UDIT); 9312989749 (ANUP)

E-mail ID: udit@uditkishan.com; anup@uditkishan.com

Address for service:



Udit Gupta
UDIT GUPTA
D/2/2011

Anup Jain
ANUP JAIN
D/1565/07

Sankalp Singh
SANKALP
SINGH
D/4998/2011

ADVOCATES FOR UDIT KISHAN AND ASSOCIATES

33, Dakshineswar Building, 10 Hailey Road, New Delhi, 110001

Ref. No.: CE/PP/ 6019

Date: 28/02/2019

WHOMSOEVER IT MAY CONCERN

AUTHORITY LETTER

We, Maharashtra State Electricity Distribution Company Limited hereby authorized Mr. Paresh Bhagwat, Chief Engineer (PP) of Maharashtra State Electricity Distribution Company Limited to sign, affirm, verify and file on behalf of the MSEDCL Vakaiatnama, Appeal, Affidavits and Applications under Section 19 of the Electricity Act 2003 seeking revocation of trading licensees for breach of contractual obligation by allowing the source generator to sell the power in exchanges instead of supplying to MSEDCL, as per contract/LOI

Dated this of 28th February, 2019



(Satish Chavan)

Director (Commercial)

For Maharashtra State Electricity
Distribution Co. Ltd.

