

PROCUREMENT OF SHORT TERM POWER THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS

Based on the 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 (No. 23/25/2011-R&R (Vol-III) issued by Ministry of Power, Government of India vide resolution dated 30 March, 2016 & its amendment dated 30 December, 2016.



INVITATION OF BID

TENDER No.: - JIL/MEE/US/SEZ-POWER SUPPLY/2023/E293

JUBILANT INFRASTRUCTURE LIMITED

(Deemed Distribution Licensee operating as a Sector Specific SEZ for Chemicals in 310.66 Acres of land at Vilayat GIDC Industrial Estate, in Bharuch District of Gujarat)

Table: 1

S. No.	Event	Date & Time
01	Publication of Request for Proposal (RFP)/Activation of Event	May 5, 2023 1000 Hrs
02	Queries by Bidders (If Any)	May 7, 2023 14:00 Hrs.
03	Response to bidder's queries	May 8, 2023
04	Submission of RFP (online digitally signed non-financial technical Bid and IPOs)	May 9, 2023 15:00 Hrs
05	Opening of non-financial technical Bids	May 10, 2023 16:00 Hrs
06	Clarification, if any, sought from Bidder(s)	May 11, 2023 16:00 Hrs
07	In case of no clarification, evaluation of non-financial technical Bids	May 12, 2023 16:00 Hrs
08	Opening of IPOs (up to 1300 hrs.) and start of e-RA	May 13, 2023 14:00 Hrs
09	Issuance of LOA and submission of signed LOA	May 14, 2023 14:00 Hrs
10	Signing of PPA*	As per GERC Approval

** Successful Bidder(s) shall be responsible for applying for Open Access as per the latest open access guidelines in vogue. Successful Bidder shall ensure submission of Open Access Application to the Nodal Agency within 2 working days on receipt of Hon'ble GERC Approval/JIL Consent.*

E-Bid to be Submitted through	DEEP E-Bidding Portal
Office inviting bids and place of EMD submission	Name: Jubilant Infrastructure Limited Address: Jubilant Infrastructure Limited SEZ, Plot No. 4 & 5, Vilayat Industrial Estate, Tal. Vagra, Dist. Bharuch, Gujarat – 390012

Bidding will be done as per the revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30th March 2016, through e-bidding portal (DEEP) only. The link for the e-bidding portal is www.mstcecommerce.com and is also available on the website of Ministry of Power (www.powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize themselves with the revised guidelines notified by the Ministry of power on 30-03-16 carefully before submitting the offer.

1. Background

1.1. About Jubilant Infrastructure Limited (JIL)

- 1.1.1. Jubilant Infrastructure Limited is a wholly owned subsidiary of Jubilant Ingrevia Limited, a global integrated Life Science products and Innovative Solutions provider serving, Pharmaceutical, Nutrition, Agrochemical, Consumer and Industrial customers. Jubilant Ingrevia offers a broad portfolio of high quality ingredients that find application in wide range of industries. Jubilant Ingrevia' s portfolio also extends to custom research and manufacturing for pharmaceutical and agrochemical customers on an exclusive basis.

1.2. About JIL – Special Economic Zone (JIL SEZ)

- 1.2.1. Jubilant Infrastructure Limited SEZ (JIL SEZ) (hereinafter referred to as “Procurer”), has developed a Sector Specific SEZ for Chemicals in 310.66 Acres of land at Vilayat GIDC Industrial Estate, in Bharuch District of Gujarat.
- 1.2.2. Ministry of Commerce and Industry (Department of Commerce), Government of India has notified JIL as the developer for the SEZ on 107.16.50 Ha of land Vide Gazette Notification No. S.O. 290(E) dated 11th February, 2008. Furthermore, vide Notification No. S.O. 2964(E) dated 5th September 2017, Ministry of Commerce and Industry (Department of Commerce), Government of India has notified an additional area of 18.55.92 Ha as a part of JIL SEZ, thereby making total area of the Special Economic Zone as 125.72.07 Ha in Vilayat and Vorasamni village in Taluka Vagra, District Bharuch in the State of Gujarat. JIL SEZ has received environmental clearance on 3rd July 2008 by State level expert appraisal committee, Government of Gujarat.



- **Please upload map of Jubilant Infrastructure Limited**

2. E-Bidding Process Fees

- 2.1. All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rupees 500 / MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid (in single bid or cumulative sum of total of multiple bids), to PFC Consulting Limited (PFCCL). The requisite fee plus applicable taxes shall be deposited through the portal by e-payment Gateway provided by MSTC Ltd. After the completion of the bidding process, only successful bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest. The fee deposited by non-selected bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest. It is specifically clarified that Procurer will not be liable for delay/denial in/of fee by PFCCL to Bidders in any manner whatsoever.

3. Requirement

3.1 Power Requirement and duration:

Procurer is having following base load requirement on Round the Clock (RTC) basis at State Transmission Periphery of Gujarat (STU):

Requisition	Period	Time Slot	Quantum (in MW)	Minimum Bid Quantity (in MW)
1	June 1, 2023 – May 31, 2024	00:00 – 23:59 Hrs	4.0	4.0

- 3.2 **Delivery Point:** Shall mean the State Transmission Periphery of Gujarat (Gujarat-STU).
- 3.3 **Open Access Responsibility:** Successful Bidder(s) shall be responsible for applying for Open Access as per the latest open access guidelines in vogue.
- 3.4 **Submission of Bid:** Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e. Initial Price Offer (IPO) as per Table above.

4. Qualification Criteria for Bidder

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

- 4.1. All generators, State Utilities, CPP, Distribution Licensee, SEBs, and Traders are qualified to participate in the bid process.
- 4.2. Earnest Money Deposit (EMD)/ Bank Guarantee (BG) of sufficient amount towards Earnest Money in the requisite format.
- 4.3. Validity of offer as specified in the RFP Documents.
- 4.4. In case a bidder is a trading licensee, it has to submit the details of the generating station from which the supply is intended and the power purchase agreement / Letter of Authorization signed between such trading licensee and the Generating station / Utility for supply of power.

5. Tariff Structure

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

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

6. Bidding Process

- 6.1. Procurer has issued an RFP for procurement of power on short-term basis as per the details mentioned in clause 3 above and RFP has been uploaded in the DEEP e-bidding portal.
- 6.2. Procurer has published and RFP notice in two national newspapers namely **Financial Express & Sandesh** on dated 5 May, 2023 and uploaded the same in its website (www.jubilantingrevia.com/sez) for wide publicity.

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

- 7.1. The bidders are required to submit EMD in favor of Procurer for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30000/- 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 / eBank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, demand draft issued by Nationalized or Scheduled Bank.
- 7.2. 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. 2500/-.
- 7.3. Bidder submitting Bank Guarantee shall strictly adhere with the format as specified in the Annexure-I of this bid document. Any deviation from the annexed format is liable for rejection.

- 7.4. The original EMD needs to be submitted before the opening of the Non-Financial Technical Bid.
- 7.5. The EMD shall be forfeited:
 - i. If bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
 - ii. For non-submission of Contract Performance Guarantee by Successful Bidder(s).
- 7.6. The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period without any interest.
- 7.7. The EMD of the successful Bidder(s) shall be refunded without interest after furnishing the Contract Performance Guarantee (CPG).

8. Bid Submission

- 8.1. Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the Procurer forms an integral part of the contract. Bidders are required to upload all the documents as asked for in the RFP, through the above website within the stipulated date and time as given in the RFP. The Bidder shall carefully go through the RFP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 8.2. The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RFP and upload the latest documents as part of the Bid.
- 8.3. The process of e-bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e. e- Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power, the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.
- 8.4. Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i. e. Initial Price Offer (IPO) through e-Bidding portal. The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s). 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. Bidder submitting Bank Guarantee shall strictly adhere to the format annexed with this RFP, any deviation thereof is liable for rejection.

9. Opening and Bid Evaluation

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

10. Elimination of Bidders

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

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

11. E-Reverse Auction (E-RA)

- 11.1. The shortlisted Bidder after elimination will be intimated individually by system generated emails only.
- 11.2. The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes. During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them by 1 MW or multiple thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.
- 11.3. Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse auction will be automatically extended by 10 (ten) minutes from the time of the last price bid received. The process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid is received which is lower than the prevailing lowest price bid.
- 11.4. The bidders will have the option to increase the quantum of power up to corresponding to the value of EMD submitted along with IPO, but decrease the Tariff during the e-Reverse Auction process.

12. Issuance of Letter of Award (LOA)

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

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

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

13. Contract Award and Conclusion

- 13.1. After acknowledgement of the LOA by the Selected Bidder(s), the Procurer shall cause the Selected Bidder(s) to execute the PPA in the format mentioned in Annexure -2 within the prescribed period in the Bid document i.e., within 15 days from the close of the e-Reverse Auction. The Procurer would appropriate the EMD of such Bidder as Damages in the account of failure of the Selected Bidder(s) to execute the PPA. In case the Procurer fails to sign the PPA within the period prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiting the EMD/CPG as the case may be. The execution of PPA shall be subjected to the approval of GERC.
- 13.2. The Procurer, in its own discretion, has the right to reject all Bids if the Quoted Tariffs are not aligned to the prevailing market prices.

14. Validity of Tender and Offer

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

15. Conditional and Incomplete Tender

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

16. Right to Accept/Reject the Bid

- 16.1. Lowest valid rate of the tender cum reverse auction price should normally be accepted. Procurer 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.

17. Contract Performance Guarantee (CPG)

- 17.1. The Successful Bidder(s) may be required to furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at Rs. 2 lakhs per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.
- 17.2. 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 year after the expiry of contract period.
- 17.3. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- 17.4. 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 claim period.
- 17.5. The procurer would return the CPG in case of non-availability of transmission corridor during the contract period.

18. OPEN ACCESS

18.1. Booking of Transmission Corridors:

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

18.2. Scheduling & Dispatch:

The Scheduling and Dispatch of the energy shall be coordinated with respective RLDC(s) / SLDC(s) as per the provisions of IEGC and ABT framework and decisions of RLDC/SLDC. The energy shall be scheduled and dispatched as per the relevant provisions of CERC/SERC Regulations for Open Access and Procedure for reservation of Transmission Capacity (inclusive of all the amendments till date).

19. Force Majeure

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.

- 19.1. 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, subject to documentary evidence.
- 19.2. 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.
- 19.3. The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC.

20. Power Purchase Agreement (PPA)

- 20.1. Bidder and Procurer shall enter into the Power Purchase Agreement (PPA) as per Annexure-II of this Document. The terms of PAA shall prevail on terms of this document in case of any conflict between Procurer and Bidder.

21. Change in Law

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

22. Billing

- 22.1. For the energy supplied during the month, the successful bidder(s) will be raising weekly bills. For the purpose of the weekly bills each month shall be divided into four parts, starting from 1st, 9th, 16th and 24th day of the month to 8th, 15th, 23rd and last day of the month respectively. The bill shall be raised to Procurer on the basis of implemented schedule as per RLDC/SLDC indicating energy supplied to Procurer at the Delivery Point. Final credit/debit if any, will be as per Regional/State Energy Account issued by Regional Power Committee / State Load Dispatch Centre.
- 22.2. Bidder to raise bill on weekly basis for the energy scheduled with following details; “Jubilant Infrastructure Limited SEZ”, Plot No. 4 & 5, Vilayat Industrial Estate, Tal. Vagra, Dist. Bharuch, Gujarat – 390012. For avoidance of doubt due date for payment of the bills shall be considered from the date of receipt of the weekly bill from the bidder through email.

23. Payment of liquidated damages for failure to supply the instructed quantity;

- 23.1. Both the parties would ensure that actual scheduling does not deviate by more than 15% of the power as per the approved open access on monthly basis.
- 23.2. In case deviation from Procurer side is more than 15% of the energy for which open access has been allocated on monthly basis, Procurer shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.
- 23.3. In case deviation from bidder side is more than 15% of the energy for which open access has been allocated on monthly basis, bidder shall pay compensation to Procurer at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the Procurer.

- 23.4. In case the bidder fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the bidder for an amount equal to the higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power, and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per Clause 23.1, 23.2 & 23.3 above of this RFP, for failure to supply the Instructed Capacity.

24. Payment Terms

- 24.1. Procurer will make the payment to Bidder within 7 days from the date of receipt of the energy bills through email. However, Bidder shall ensure submission of hard copy of the said energy bill to Mr. Pranay Shah, Designation: Asst. Director "Jubilant Infrastructure Limited", Plot No. 4 & 5, Vilayat Industrial Estate, Tal. Vagra, Dist. Bharuch, Gujarat – 390012. In the event of the due date of payment being a Bank holiday, the next working day shall be considered as the due date of payment. In case of default in payment by the due date then the admitted amount shall be recovered through Letter of Credit (LC).
- 24.2. A rebate @ 2% shall be applicable on payment of energy bill within 3 (Three) days including Bank holiday from the date of receipt of energy bill through email.
- 24.3. A late payment 2 shall be applicable as per the PPA annexed with this RFP.
- 24.4. The Procurer(s) may provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power. Procurer may substitute the letter of credit by an unconditional and irrevocable bank guarantee of the same amount.

25. Communication

- 25.1. All parties shall rely on 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. Procurer reserves the right to ask for the additional information from the Bidder through e-mail only. The e-mail ids are Mahesh.kmandwarya@jubl.com and pranay.shah@jubl.com and company website is <https://www.jubilantingrevia.com/sez>

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 Procurer has its headquarters shall have exclusive jurisdiction.

27. Disclaimer

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

28. Dispute Resolution

- 28.1. 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.
- 28.2. All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 28.3. Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under power purchase agreement.

PROFORMA OF CONTRACT PERFORMANCE BANK GUARANTEE

1. In consideration of the Board of Directors of Jubilant Infrastructure Limited, Plot No. 4 & 5, Vilayat Industrial Estate, Tal. Vagra, Dist. Bharuch, Gujarat – 390012 (hereinafter called “The Procurer” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of directors/trustees of Jubilant Infrastructure Limited SEZ, its successors and assigns) has awarded the Contract for ‘subject work’ vide Manager (US)’s letter No. -----, dated ----- (hereinafter called ‘the said Contract’) to ----- (Name of the Supplier) (hereinafter called the ‘Supplier’). Under the terms and conditions of the Contract, made between the Suppliers and the Procurer, the Supplier is bound to submit a performance Guarantee of Rs. ----- (Rupees ----- only) to Procurer, we the ----- (Name of the Bank and address) (hereinafter referred to as ‘the Bank’ at the request of the Suppliers do hereby undertake to pay to the Procurer an amount not exceeding Rs. ----- (Rupees ----- only) for faithful performance of the entire contract.
2. We ----- Bank do hereby guarantee and undertake to pay immediately on first demand in writing and any/all moneys to the extent of ----- (in words -----) without any demur, reservation, contest or protest and/or without any reference to the Supplier. Any such demand made by Procurer on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the Bank as regards the amount due and payable, not withstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/ or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the supplier and shall remain valid, binding and operative against the Bank.
3. We, ----- (Name of the Bank) undertake to pay to the Procurer any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.
4. We, ----- further agree with the Procurer that the guarantee herein contained shall remain in full force and effect during the period that will be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Procurer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Manager(US) of the said Procurer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Suppliers and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is

made within 1 year from the date of expiry of this guarantee, i.e. on or before -----

--- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Procurer but at the cost of the Suppliers, renew or extend this guarantee for such further period of periods as the Procurer may require from time to time.

5. We,-----Bank further agree with the Procurer that the Procurer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Suppliers from time to time to postpone from any time or from time to time any of the powers exercisable by the Procurer against the said Suppliers and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Suppliers or for any forbearance, act or omission on the part of the Procurer or any indulgence shown by the Procurer on the part of the Procurer or any indulgence shown by the Procurer to the Suppliers or by any such matter or thing whatsoever which under the law relating to sureties will but for this provision, have effect of so relieving us.
6. Procurer shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as leviable under the Contract.
7. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Supplier.
8. It is also hereby agreed that the Courts in Gujarat shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
9. We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Procurer in writing.

Dated.....day of.....20..

(Name with Designation)

Signature
Seal of the Bank
