

**PROCUREMENT OF NON-SOLAR RENEWABLE POWER FROM BAGASSE, WIND, SMALL
HYDRO SOURCES ETC. 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)**

Noida Power Company Limited

INVITATION FOR BIDS

[Event No]

| S. No. | Event | Date/Time |
|---------------|---|--------------------------|
| 1. | Publication of Request for Proposal (RfP)/ Activation of Event | 30.03.2022 at 10:00 Hrs. |
| 2. | Last Date of submission of RfP Bids including EMD | 06.04.2022 at 16:00 Hrs. |
| 3. | Opening of non-financial technical Bids | 06.04.2022 at 17:00 Hrs. |
| 4. | Opening of IPOs | 07.04.2022 at 11:00 Hrs. |
| 5. | Start of eRA | 07.04.2022 at 12:00 Hrs. |

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| Bids to be submitted through | DEEP e Bidding portal |
| Office inviting bids & Place of submission of EMD | Sanket Srivastava, Head (Power Purchase), Noida Power Company Limited, Electric Sub-station, Knowledge Park-IV, Greater Noida – 201310 (U.P.) Tel:- 0120-6226601/02 Fax: 0120-2333518 e-mail: powertrading@noidapower.com |

1. INTRODUCTION AND BACKGROUND

Noida Power Company Limited (NPCL), Electric Sub-station, Knowledge Park-IV, Greater Noida City – 201310 (U.P.), a Company incorporated under the Companies Act, 1956/ 2013 and Deemed Licensee as per provision of the Electricity Act, 2003 is inviting bids for procurement of **non-solar renewable power from Bagasse, Wind, Small Hydro sources etc.** under Short Term arrangement for the period from **01.07.2022 to 30.09.2022 for meeting its Non-Solar Renewable Power Purchase Obligation** subject to the approval of Hon'ble U.P. Electricity Regulatory Commission. 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 ₹ 500 per MW for the maximum capacity; a Bidder is willing to bid (in single bid or cumulative sum 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.

3. QUANTUM OF POWER

NPCL invites bid through e-tender for purchase of **non-solar renewable power from Bagasse, Wind, Small Hydro sources etc.** on firm basis as mentioned below under Short Term open Access (STOA) arrangement for the period **01.07.2022 to 30.09.2022** subject to the approval of Hon'ble U.P. Electricity Regulatory Commission.

The Bidder(s) shall be capable of supplying non-solar renewable power on firm basis as mentioned below to **NPCL** for the above-mentioned period:

Slot-1:

| Requisition No. | Period | Quantum at Delivery Point* (in MW) | Timings (Hrs.) | Minimum Bid Quantity (in MW) |
|-----------------|--------------------------|------------------------------------|----------------|------------------------------|
| 1 | 01.07.2022 to 31.07.2022 | 50 | 00:00 to 07:00 | 25 |
| 2 | 01.08.2022 to 31.08.2022 | 50 | 00:00 to 07:00 | 25 |
| 3 | 01.09.2022 to 30.09.2022 | 50 | 00:00 to 07:00 | 25 |

Slot-2:

| Requisition No. | Period | Quantum at Delivery Point* (in MW) | Timings (Hrs.) | Minimum Bid Quantity (in MW) |
|-----------------|--------------------------|------------------------------------|----------------|------------------------------|
| 1 | 01.07.2022 to 31.07.2022 | 50 | 10:00 to 24:00 | 25 |
| 2 | 01.08.2022 to 31.08.2022 | 50 | 10:00 to 24:00 | 25 |
| 3 | 01.09.2022 to 30.09.2022 | 50 | 10:00 to 24:00 | 25 |

***Note: 1) For inter-state transmission of power, the Delivery Point for the entire duration of the contract shall be CTU Periphery of Seller i.e. inter-connection of Seller with CTU.**

2) For intra-state transmission of power, the Delivery Point for the entire duration of the contract shall be STU Periphery of Seller i.e. inter-connection of Seller with STU.

4. QUALIFICATION CRITERIA

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

- i. The Bidder must quote not less than Minimum 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.
- v. The Bidder will be required to submit an unconditional acceptance of all the Terms & Conditions of this Bid Document (RfP). In this regard, a signed copy of RfP shall be submitted along with the Non-financial Technical Bid.
- vi. The Bidder must submit an undertaking in its bid that it shall provide an energy transfer statement on monthly basis, duly certified by SLDC/Appropriate Government Authority, clearly specifying the quantum of non-solar renewable energy (in kWh terms) supplied to NPCL during previous month. Further, the undertaking shall clearly mention that the Bidder/Seller shall not use the energy supplied to NPCL in meeting its own Non-Solar Renewable Power Purchase Obligation.

Note: Bidders who are found qualified at Non-financial Technical Bid stage shall only be considered for opening of Financial Bid (IPOs).

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 Open Access 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 Inter-State transaction, all Open Access charges & losses up to the Delivery Point i.e. intra-state transmission charges & losses, scheduling & operating charges along with application/consent fee of SLDC for the Seller's State shall be borne by the Bidder. All other charges & losses beyond the Delivery Point i.e. CTU/PGCIL transmission charges & losses, scheduling & operating charges of any intervening RLDC, application fee of NRLDC, consent fee of UPSLDC, scheduling & operating charges of UPSLDC along with U.P. State transmission charges & losses shall be borne by the Procurer/NPCL.

For Intra-State transaction, all Open Access charges & losses up to the Delivery Point shall be borne by the Bidder. All other charges & losses beyond Delivery Point i.e. consent fee of UPSLDC, scheduling & operating charges of UPSLDC along with U.P. State transmission charges & losses shall be borne by NPCL.

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. 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.

5.5. The Bidder shall make necessary applications to secure short term open access for the contracted quantity of power in terms of regulations of Hon'ble CERC/UPERC from the point of injection till the drawal point at NPCL bus. Further, all consents/approvals of SLDC/RLDC for Seller's State as well as Procurer's State for booking the open access/transmission corridor shall be arranged by Bidder.

In case, the successful bidder is a trader or DISCOM with LTA then the application for open access shall be punched by the successful bidder on behalf of NPCL. If the

successful bidder is a Generator/DISCOM without LTA/ embedded intrastate entity Generator, then NPCL will apply for open access. In such cases all charges payable to SLDC/RLDC shall be reimbursed to NPCL without any rebate within 3 working days on receipt of the bill from NPCL, beyond which Late Payment Surcharge @ 1.25% per month shall be applicable.

6. BIDDING PROCESS

6.1. NPCL has published an RfP notice in two national newspapers namely The Indian Express and Financial Express on 30.03.2022.

6.2. NPCL 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.

6.3. EARNEST MONEY DEPOSIT (EMD)/ BANK GUARANTEE (BG)

6.3.1. 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 or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available. The EMD amount may also be submitted through RTGS in the following Bank Account:

| | |
|-------------------------------|--|
| Beneficiary Name: | Noida Power Company Limited |
| Beneficiary Address: | Electric Sub-station, Knowledge Park-IV, Greater Noida – 201 310 |
| Name of the banker: | HDFC BANK LTD |
| Address of the Branch: | 209-214, Kailash Building, 26, Kasturba Gandhi Marg, New Delhi – 110 001 |
| IFSC Code: | HDFC0000003 |
| MICR Code: | 110240001 |
| Account no. | 00030330019412 |
| Type: | Current Account |
| PAN No. | AAACN4984D |

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/-

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

6.3.3. 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).

6.3.4. The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.

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

6.4. BID SUBMISSION

6.4.1. Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the NPCL 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.

6.4.2. 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.

6.4.3. 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.

6.4.4. 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.

6.4.5. 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

7.1.1. The offer against tender should remain valid for a period of 30 (Thirty) days from the day of opening of the tender.

8. CONDITIONAL AND INCOMPLETE TENDER

8.1.1. Conditional and incomplete tenders are liable to rejection.

9. OPENING AND EVALUATION OF BID

9.1 To ensure competitiveness, the minimum number of Bidders should be at least 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 NPCL shall constitute a Standing Committee for evaluation of the Bids.

9.3 Technical proposals will be opened by the NPCL 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 will be downloaded for the purpose of evaluation.

- 9.6 NPCL or its authorised 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 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.
- 9.8 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 the 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 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 paise 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.

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). NPCL 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) 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 Procurer rejects or annuls all the Bids, it may go for fresh Bids hereunder. In case NPCL 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 fulfill 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 NPCL 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, NPCL 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), NPCL 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. NPCL would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case NPCL 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.
- 13.2 PPA will be signed with issue of LoA with the selected Bidders within 15 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 should normally be accepted. NPCL reserves the right to reject all or any of the Bids or cancel the bidding process at any stage without assigning any reasons whatsoever 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. POWER PURCHASE AGREEMENT (PPA)

- 16.1 PPA proposed to be entered with the Selected Bidder(s) would have following necessary details on:

16.1.1 Risk allocation between parties;

16.1.2 Force Majeure Events shall mean the occurrence of any of the following events:-

16.1.2.1 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.

16.1.2.2 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.

16.1.2.3 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.

16.1.2.4 NPCL would return the CPG in case of non-availability of transmission corridor during the contract period.

16.1.2.5 The Force Majeure condition shall not include Generator Outages.

17 CHANGE IN LAW – CHANGE IN LAW SHALL INCLUDE

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 Seller

18 BILLING CYCLE

18.1 Bidders to raise bill(s) on Weekly Basis for the energy scheduled.

19 BILLING

19.1 Bidder shall raise weekly bills on provisional basis based on daily / implemented schedule issued by nodal RLDC. For Intra-state generators daily plant schedule which is sent to SLDC would be used for billing purposes.

19.2 For the purpose of weekly bills, each month will be divided into four parts starting from 00:00 hrs. of 1st ,9th ,16th and 24th day of the month to 24:00 hrs of 8th , 15th , 23rd , and last day of the month respectively. The provisional bills shall be subjected to final adjustment at the end of the month on the basis of final REA issued by concerned Regional Power Committee (RPC).

20 PAYMENT

20.1 NPCL shall make payment to the Selected Bidder(s) account through RTGS within 30 (thirty) days from the date of submission of the energy bills by Fax/Email. In the event of the due date of payment being a Bank / NPCL holiday, the next working day shall be considered as the due date of payment. In case of timely payment by NPCL, adjustment for the admissible rebate shall be made while making the payment against the energy bills. In case of default in payment by the Due Date then the admitted amount shall be recovered through Letter of Credit (LC).

20.2 The Procurer(s) shall be required to provide standby 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.

21 REBATE ON PAYMENT

21.1 Successful Bidder(s) shall allow 2% rebate on energy bill(s) amount on contracted price if full payment is made within 7 (Seven) days from the date of receipt of such bills, excluding the day of receipt. No rebate shall be applicable on payment of Open Access Bills.

22 LATE PAYMENT SURCHARGE

22.1 A surcharge @ 15% per annum for the number of day delay will be applicable on all payments remaining outstanding after the due date. Any disputes raised by NPCL on the energy bills shall not be treated as outstanding.

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

23.1 Both the parties would ensure that actual scheduling does 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 is more than 15% of contracted 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 Seller side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Seller 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.

24 CONSEQUENCES ON SALE OF CONTRACTED POWER TO THIRD PARTY WITHOUT CONSENT OF THE PROCURER:

- In case the Seller 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 Seller 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, for failure to supply the Instructed Capacity.
- On a complaint to this effect by the Procurer to the concerned load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

25 COMMUNICATION

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 NPCL reserves the right to ask for the additional information from the Bidder through e-mail / fax only. The e-mail id ssrivastava@noidapower.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 NPCL has its headquarters shall have exclusive jurisdiction.

27 DISCLAIMER

27.1 Neither NPCL 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 NPCL 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 NPCL 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.