

**North Delhi Power Limited, Delhi
(On its own behalf and On behalf of BSES Rajdhani Power Limited
and BSES Yamuna Power Limited)**



**TENDER FOR SHORT/MEDIUM TERM POWER
PROCUREMENT FOR NCT OF DELHI**

REVISED ON 14TH SEPTEMBER, 2007

This tender for Short/Medium Term Procurement of power has the in-principle approval of the Delhi Electricity Regulatory Commission (DERC) and final approval shall be granted by DERC at the time of signing of PPA under Section 63 of the Electricity Act, 2003.

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DISCLAIMER

All information contained in this 'Tender Document' ("**Tender**") or subsequently provided to persons to whom this Tender has been issued, or those persons who have downloaded the Tender (the "**Applicant(s)**"), from the **websites of** North Delhi Power Limited ("**NDPL**") (www.ndpl.com) or BSES discoms (www.bsesdelhi.com), is provided to Applicant(s) on the terms and conditions set out in this Tender and also any other supplementary terms and conditions as issued from time to time.

This Tender is not an agreement and is not an offer or invitation to enter into an agreement or arrangement of any kind with any party, including without limitation, the Applicants.

The purpose of this Tender is to provide Applicants information to assist the formulation of their Bid (the "**Bid**") and is issued upon the express understanding that recipients will use it only for the purposes set out herein.

This Tender does not, and does not purport to contain all the Information and data each Applicant and / or their advisors may desire or require in reaching decisions as to their involvement with the power procurement. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the Information in this Tender and obtain independent advice from appropriate sources. Applicants should form their own views as to whether Information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

This Tender may not be appropriate for all persons and it is not possible for BRPL, BYPL or NDPL or their employees or advisors to consider the investment objectives, financial situation and particular needs of each person who reads or uses this Tender. Certain Applicants may have a better knowledge of the proposed power procurement than others.

The Information contained in this Tender or any other information, which may be provided to Applicants, is subject to change without notice. The power procurement by "**Procurer**" is regulated by DERC. The Tender is subject to the directions received from DERC and such changes (including changes to the qualification process) as the Procurer may decide, subject to the directions provided by DERC.

While this Tender has been prepared in good faith, neither the Procurer nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information provided in this Tender or in relation to this Tender and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender and shall not be liable for any loss or damage incurred by the Applicants arising in relation to or due to the Tender.

This Tender has not been filed, registered or approved in any jurisdiction. Recipients of this Tender should not be a company with jurisdiction outside India and should inform themselves of, and observe any applicable legal requirements.

The Procurer reserves the right to accept or reject any or all Applications without giving any reasons. The Procurer is not liable to pay for any expenses, losses or claims preferred by any of the Applications in relation to the preparation of Tender submissions.

DEFINITIONS & INTERPRETATIONS

In this Tender, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- (a) **“Applicant(s)”** means a Person to whom this Tender has been issued or made available, or those companies who have procured it, directly or indirectly, by or from the Procurer and has submitted a non-refundable amount of Rs. 10000/- in favour of “North Delhi Power Limited” to the Procurers within the stipulated date.
- (b) **“Benchmark Price(s)”** means the price(s) above which bids will not be considered. The benchmark price may be notified by the Procurer, subject to DERC approval, at any time during the bid process.
- (c) **“Bid”** means the bid prepared and submitted in accordance with the contents of this Tender and in the form and format prescribed in Section 3, herein;
- (d) **“Bid Due Date”** shall have the meaning ascribed in Clause 1.7;
- (f) **“DERC”** means the Delhi Electricity Regulatory Commission;
- (h) **“Information”** means all information contained in the Tender or subsequently provided to the Applicant(s), whether verbally or in documentary form, by or on behalf of the Procurer or any of their employees or advisors;
- (i) **“Levelised Portfolio Tariff”** means the present value of the portfolio tariff calculated as per the methodology specified in this Tender as prescribed in Annexure-VII;
- (j) **“Person”** means a Person as defined under the Electricity Act, 2003;
- (k) **“Procurers”** collectively refers to BSES Yamuna Power Ltd., (BYPL), BSES Rajdhani Power Ltd., (BRPL) and North Delhi Power Limited (NDPL).
- (l) **“Project Documents”**, includes but is not limited to the Power Purchase Agreement, documents as may be executed between NORTH DELHI POWER LIMITED (DELHI) and the Supplier and such other documents as maybe furnished in favour of the NORTH DELHI POWER LIMITED (DELHI) by the Supplier for the purposes of and in relation to this Tender.;
- (m) **“Supplier(s)”** means the Applicant or Applicants selected after evaluation of Bids and who submit the Performance Bond and comply with other requirements of this Tender, who will be responsible for supplying power to the Procurer and will also have other rights and obligation as set forth in the Tender and Project Documents;

- (n) **“Tender”** means the ‘Tender Document’, issued as per directives provided by DERC together with all annexures, addendums and amendments which may be made from time to time;
- (o) **“Indian Rupees”**, **“Rupees”** or **“Rs”** mean the lawful currency of the Republic of India;
- (p) **“Maximum capacity offered”** means the maximum power in MW offered by the Applicant at any time during the tenure of the supply of power;
- (q) **“Minimum capacity offered”** means the minimum power in MW offered by the Applicant at any time during the tenure of the supply of power;
- (r) **“NDMC”** means the New Delhi Municipal Council
- (s) **“NDPL”** means the North Delhi Power Limited
- (t) **“BRPL”** means BSES Rajdhani Power Limited
- (u) **“BYPL”** means BSES Yamuna Power Limited
- (v) **“MES”** means the Military Engineering Services, Delhi Cantonment
- (w) **“Successful Bidder** means the applicant as short listed by the Procurer for signing the PPA after the completion of bid process.

**SECTION I
INVITATION**

North Delhi Power Limited (Delhi)

(ON ITS OWN BEHALF AND ON BEHALF OF BSES RAJDHANI POWER LIMITED and BSES YAMUNA POWER LIMITED)

Tender

Short and Medium Term Power Procurement for Delhi

1. Overview

- 1.1 To meet future short/medium term power requirements, the Procurers as defined above have agreed to constitute and designate the NORTH DELHI POWER LIMITED (DELHI) to act as the nodal agency for procuring the short/medium term power from various sources for and on their behalf. The power is sought to be procured by NORTH DELHI POWER LIMITED (DELHI) for the Procurers from suppliers in terms of this Tender and the terms and conditions set out in the short/medium term Power Purchase Agreement (“PPA”), to be executed with the Supplier, after approval of the Project Documents by DERC. For the purpose of this RFP document and the attached PPA short-term shall refer a period of less than 1 year from APRIL 2008 and medium term shall refer to period of tenure greater than one year from APRIL 2008.
- 1.2 For the purpose of identifying and selecting the Successful Bidder, the Procurer has issued this Tender. Through this Tender, Procurer hereby invites final Bids from applicants interested in supplying power to the Procurers. For the purpose of selection of the Supplier, a single stage bid process is proposed to be followed. Both technical and financial bids will be simultaneously invited from all Applicants in the **single stage process**.
- 1.3 However, the selection of the Supplier shall be undertaken through a **two-stage evaluation process**. In the first stage i.e. the Technical Information Stage, Applicants who meet the minimum technical criteria as specified in Clause 4.1.1 of this Tender will be identified. This process is being applied to evaluate the completeness and in general financial capability of the bidder, and to assess the ability to supply the bid quantum of power In the second stage i.e. the Financial Bid Stage, Financial Bids of Applicants who meet the minimum financial as specified in Clause 4.1.1 of this Tender will be considered for being selected as Supplier.
- 1.4 Certain information on the minimum technical criteria requirements, evaluation criteria and methodology is available in this Tender.
- 1.5 Procurer will not be responsible for any delay, loss or non-receipt of the Tender sent by post / courier. Further, Procurer shall not be responsible for any delay in receiving the Bids for any

reason whatsoever and reserves the right to accept / reject any or all Bids without assigning any reason thereof. By way of an explanation, it is clarified that the Procurers reserve the right to annul the entire bid process at any time without assigning any reason whatsoever. In such an event the Procurer shall not be liable to the Applicants for any loss (either remote or consequential) or for any expenses incurred by the Applicants in relation to or arising under this Tender.

- 1.6 Bids must be received no later than **1500 hours on the date as mentioned in the cover letter** in the manner specified in this Tender as may be modified subsequently as per the directions of DERC, at the following address:

GM (Operation)
North Delhi Power Limited (NDPL)
Sub-station Building,
Hudson Lines
Kingsway Cap
New Delhi 110009
INDIA
Fax: +91 11 2746 8023
Tel: + 91 11 6611 2275
E-mail: praveen.chorgadhe@ndpl.com

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1.7 The Process

- 1.7.1 This Tender issued to the Applicants shall be subject to directives provided by DERC on any matter relevant to the bidding process prior to signing of PPA with the Successful Bidder. On receipt of this document, the Applicant(s) shall be requested to submit their detailed Bids (which shall include their tariff based financial bid).
- 1.7.2 The Applicant(s) will be required to provide a Bid Security in the form of a performance bank guarantee along with their bids for an amount of Rs.2,00,000/MW of maximum capacity offered for medium term bids and for short term bids, the bid security shall be of amount equivalent to 10% of 15 days' estimated billing.
- 1.7.3 The Supplier will be responsible for supplying power to the Procurer at its own risk and cost and in accordance with the Project Documents.
- 1.8. The guiding principles on the basis of which the entire short/medium term power procurement process shall be undertaken would be to ensure that participation of prospective Supplier(s) is ensured right from the beginning and the consent of DERC is obtained, wherever required, for critical decisions concerning this power procurement process.

1.9 Time Schedule

The overall tentative timelines for Bid Process are given below. For the avoidance of doubt it is clarified that these timelines are indicative timelines only:

Activity	Tentative date
Release of documents to the Applicant	17.09.2007
Submission of Applicants' comments (together with tender purchase cost)	27.09.2007
Bid clarification, Pre-bid meeting,	04.10.2007
Procurer responses	12.10.2007
Technical and Price Bid submission*	24.10.2007
Price Bid Opening of Technically Qualified Bids (1100 Hrs)	31.10.2007
Shortlist of Applicant and issue of LOI (subject to DERC approval)	10.12.2007
Signing of Agreements	Within 7 days of issuing of LOI

* Technical Bid Opening at 16:00 Hrs on same day

**SECTION II
INTRODUCTION**

2. Introduction

2.1 Background

2.1.1 The electricity distribution business of the Delhi Vidyut Board (DVB) was privatized in July, 2002. As a part of the privatization exercise, the distribution operations of DVB was divided amongst five companies viz. BRPL, BYPL, NDPL, NDMC and MES. These distribution companies procure their bulk power requirements from DTL. BYPL & BRPL have designated North Delhi Power Limited (DELHI) as the nodal agency for conducting the competitive bid process for the procurement of short and medium term power requirements as detailed in this Tender.

2.2 Characteristics of Procured Capacity

2.2.1 Applicant(s) are free to bid from any source of power generation. The Applicants may include *inter alia* owners of captive power stations, new and proposed power projects, traders, State Electricity Board(s), electricity distribution companies and generating companies provided the Applicant is able to demonstrate that it owns or is entitled to avail, either directly or indirectly, the Maximum capacity offered and meets the following requirements:

Characteristic	Details
Tenure	Any period (but not less than 3 continuous months) and starting from any month within the period commencing from April 2008 up to March 2012. However for short term supplies starting April 2008, and less than one year tenure, the bidders could bid for supplies on a continuous basis for at least one month. Buyer, however, reserves the right to accept supply offers for periods less than one month also.
Capacity Range	Requirement for Base, Intermediate and Peak Capacity during each month for the procurement period as stipulated in Section IV. Minimum Capacity permissible for Bidding to be 10 MW for peak-load offers and 50 MW for base and intermediate load.
Delivery Point	Delivery Point shall be the substations of DTL the locations of which are provided in Annexure [VI].
Tariff	Tariff in accordance with format provided in the financial bid form

Note: Please refer to the draft project documents for complete details on characteristics of procured capacity. Further, in case of any inconsistency between the Draft PPA and the characteristics mentioned above, the Draft PPA shall prevail.

2.2.2 Quantum of Capacity Requirement

The project capacity requirement of the Procurer from the FY 2008 to FY 2012 is set out in the tabular chart below:

[These numbers may undergo minor revision before the bid submission and would be notified to the bidders]

							2008-09				
Type							Summer	Lean	Winter		
Base							200	0	0		
Intermediate							0	0	0		
Peak							0	0	0		
			2009-10			2010-11			2011-12		
Type	Summer	Lean	Winter	Summer	Lean	Winter	Summer	Lean	Winter		
Base	309	309	309	309	309	309	309	309	309		
Intermediate	0	0	280	0	0	280	0	0	280		
Peak	232	322	371	232	322	371	232	322	371		

Summer months are April to September	Lean months are March, October and November	Winter months are December to February
Intermediate load 0000 Hrs to 2400 Hrs		Intermediate load 0700 Hrs to 2300 Hrs
Peak Load: Evening (1800 to 2300 Hrs)	Peak Load: 1800 to 2200 Hrs	Peak Load: Morning (0800 to 1200 Hrs) and Evening Hours (1800 to 2200 Hrs)

2.3 Payment Security Mechanism

2.3.1 In consideration of the Supplier undertaking to supply the Maximum Capacity Offered, the Procurers shall open a standby Letter of Credit for short-term supply agreement and shall be equivalent to 21 days' of estimated billing amount.

For medium term agreement (monthly billing basis) the said Letter of Credit shall be equivalent to 105% of estimated average monthly billing. For medium term supply (> 1 Year) a default escrow account shall also be opened.

The LC shall be opened after the bid process is over and shall be provided to the successful bidder(s) – at least two weeks before the date of commencement of supply by the Seller.

**SECTION III
INSTRUCTIONS TO APPLICANTS**

3.1 General rules

3.1.1 Eligible applicants

The Applicant should have the ability to meet the eligibility criteria independently (*without formation of any consortium or association with another entity*) as stipulated in Tender and the Information. An IPP under construction can also bid, provided it commences its supply within the time period specified within the bid.

3.1.2 Bid preparation cost

The Applicant shall be responsible for all the costs associated with the preparation of its Bid and its participation in this bidding process, including, without limitation, any and all costs, direct or indirect incurred in verifying, gathering and collating material, information and data, whether included in the Information or not, or on securing the services of advisors and / or consultant, etc. The Procurer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of this bid process.

3.1.3 Applicant warranty and Procurer presumption

(1) It would be deemed that by submitting the Bid, that the Applicant warrants that it he / has:

- (a) Made a complete and careful examination of the Tender ;
- (b) Received all relevant information requested from Procurer;
- (c) Independently verified all Information received from Procurer; and

the Procurer is entitled to presume the existence of and rely on the afore stated Applicant warranty.

(2) Procurer shall not be liable for any wrongful presumption, mistake or error on the part of the Applicant in respect of the above or in respect of the selection process under this Tender.

3.1.4 Right to accept any Bid and to reject any or all applications

(1) Notwithstanding anything contained in this Tender, Procurer reserves the right to accept or reject any Bid and to annul the bid process and reject all Applications /proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

- (2) Procurer reserves the right to reject any Bid, if at any time a material misrepresentation is made or uncovered.
- (3) If such rejection occurs after the financial bids have been opened and the lowest Applicant gets disqualified and / or rejected, then Procurer reserves the right to take any measure as may be deemed fit at its sole discretion including annulment of bid process and inviting fresh applications.

3.2 Documents

3.2.1 Contents of Tender

The Tender comprises the contents as listed below, and would additionally include any additional documents issued in accordance with Clause 1.9.2.

Invitation for Qualification

Section I	Invitation to Bid
Section II	Introduction
Section III	Instructions to Applicants
Section IV	Criteria for evaluation
Annexure – I	Covering letter
Annexure – II	General Technical Information
Annexure – III	Format for Bid Security (BG)
Annexure – IV	Financial Bid Form
Annexure – V	Performance Bank Guarantee;
Annexure – VI	Delivery Point Location (Map)
Annexure – VII	Illustration of the Financial evaluation process for least – cost optimization
Attachment I	Draft Power Purchase Agreement

3.2.2 Clarifications

- (1) The Project Documents are released after having in principle approval of the DERC. A pre bid clarification meeting will be held on 04.10.2007 as per indicated timeline. The clarifications sought by the bidders will be discussed and answered.

3.3 Preparation and submission of Bid

3.3.1 Composition of Bid

The bid shall be submitted in three separate envelopes. The first envelope to be marked “**Bid Security**” shall contain the bid security document as detailed in clause 3.3.1.1. The Second Envelope shall be marked “**Technical Information**” and shall contain the documents as detailed in Clause 3.3.1.2. The third envelope shall be marked “**Financial Bid**” and shall contain the documents as detailed in Clause 3.3.1.3. The Applicant shall also submit the duly filled in CD ROM containing the financial bid, as detailed in Clause 3.3.1.4.

3.3.1.1 Bid Security

(a) Details of the Bid Security

The Bidders shall submit a Bid Security in the prescribed format given in Annexure-III at the time of submitting its Bid. Bid Security amount for medium term would be Rs. 2,00,000/MW (Rs. 2 Lac/MW) of maximum capacity offered. For short term bids (less than one year), an amount equivalent to 10% of 15 days' estimated billing shall be submitted as bid guarantee, which shall later be converted to the performance guarantee upon being declared successful. For unsuccessful bidders, the bid guarantee shall be returned upon issue of LOI to the successful Bidder(s), and their acceptance of the same, which shall be, however, within three months of bid opening date. The Bid Security shall be from a Scheduled Bank.

(b) Expiry Date of Bid Security

The Bid Security shall be valid for a period of not less than six months from the “**Bid Due Date**”.

(c) Return of Bid Security

The Bid Securities of Applicants other than of the Supplier(s) will be returned within one month from the date of issue of Letter of Intent to the Successful Bidder.

(d) Encashment

Procurer shall encash the Bid Security as furnished by the Applicant as full and final settlement of claim between the Applicant and the Procurer, in the following events:

- (i) the Applicant withdraws its Bid during the Bid Validity Period:
- (ii) the Successful Bidder fails to sign the Project Documents in the forms attached hereto (as they may have been amended pursuant to this Tender) as per the timelines indicated in Clause 1.9 (and as amended from time to time);

- (iii) the Successful Bidder fails to deliver the Performance Bank Guarantee in the form provided in Annexure-V.

3.3.1.2 General Technical Information

The Applicant shall provide the General Technical Information in the format provided in Annexure-II.

3.3.1.3 Financial Bid Form

As a part of its financial bid, the Applicant shall submit the Financial Bid Form, duly filled in. The Financial Bid Form shall be in the format provided in Annexure-IV.

3.3.2 Language and Currency

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Applicant with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The currencies for the purpose of the Bid shall be the Indian Rupee (Rs).

3.3.3 Validity of Bid

As the anticipated delivery of power starts from April 2008, bids would be required to be valid at least until 31st March 2008. Applicants, by submitting Applications, agree that Applications shall be valid for the abovementioned period (the “**Bid Validity Period**”). Procurer reserves the right to reject any Bid, which does not meet this requirement.

3.3.4 Extension of Validity of Bid

In exceptional circumstances, prior to expiry of the original Bid Validity Period, Procurer may request Applicants to extend the Bid Validity Period for a specified additional period. The bidder shall make all reasonable efforts to extend the bid validity, however, at its own discretion.

3.3.5 Format and signing of Bid

The Applicant would provide all the information as per Tender. Procurer would evaluate only those Bids that are received in the required format and complete in all respects. The Applicant shall prepare one original of the documents comprising the Bid and clearly marked “**ORIGINAL**”. In addition, the Applicant shall make two (2) copies of the Bid, clearly marked “**COPY**”. In the event of any discrepancy between the original and the copy, the original shall prevail. The Bid and its copy shall be typed or written in indelible ink and each page shall be initialled by the Applicant. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person (s) signing the Bid.

The person authorized (so authorised through the power of attorney) to act on behalf of the Applicant shall sign the completed Bid and all related documentation at each page.

3.3.6 Sealing and marking of Applications

- (1) The Applicant shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope.
- (2) Each envelope shall contain:
 - (a) Covering letter in the format prescribed in Annexure-I;
 - (b) Bid security, technical information, financial bid and CD ROM in separate envelopes as detailed in 3.3.1 above.
- (c) Necessary resolutions or documents authorising the Applicant to submit the Bid and to execute and deliver to the Procurer the Project Documents.
- (3) The envelopes shall clearly bear the following identification- “**Bid for Short/Medium Term Power Procurement**”.
- (4) The envelope shall be addressed to:

GM (Operations)
North Delhi Power Limited
Sub-station Building,
Hudson Lines, Kingsway Camp
New Delhi 110009
INDIA
Fax: +91 11 27468023
Tel: + 91 11 66112275

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- (5) If the envelope is not sealed and marked as instructed above, Procurer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- (6) Further, all copies of every Bid must be submitted in a bound form (spiral bound or any bound form) with all pages numbered serially, along with an index of submissions. In the event, any of the instructions mentioned herein have not been adhered to; the Procurer may reject the Bid.

3.3.7 Bid Due Date

- (1) Applications should be submitted no later than **1500 hours IST on the date as mentioned in the covering letter** at the address provided in Clause 3.3.6 in the manner and form as detailed in this Tender. **Applications submitted by either e-mail, facsimile transmission or telex would not be acceptable.** Applications submitted after the time stated above will be rejected.
- (2) Procurer may, in exceptional circumstances, and with the prior approval of DERC, extend the Bid Due Date.

3.3.8 Late Applications

Procurer will not accept any Bid received by Procurer after the Bid Due Date for any reason whatsoever.

3.3.9 Modifications / substitution / withdrawal of Applications

- (1) The Applicant may modify, substitute, or withdraw its Bid after submission, provided that the Procurer receives the written notice of the modification, substitution, or withdrawal of the Bid by the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Applicant after the Bid Due Date.
- (2) The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.3.6 with the envelopes being additionally marked "**MODIFICATION**", "**SUBSTITUTION**" or "**WITHDRAWAL**", as appropriate.

3.4 Evaluation of Bid

3.4.1 Opening of Applications

- (1) Procurer would open the Applications on date and time as mentioned in Clause 1.9 for the purpose of evaluation. Applicants can depute their representatives to the office

of the person mentioned in Clause 3.3.6 for witnessing the opening of the Applications.

- (2) Applications for which an acceptable notice of withdrawal has been submitted in accordance with Clause 3.3.9 shall not be opened.
- (3) Procurer would subsequently examine and evaluate Applications in accordance with the criteria set out in Section IV of the Tender.
- (4) Procurer reserves the right to reject any Bid if:
 - (a) A bid is found to be non-responsive in the test for responsiveness (Clause 3.4.3)
 - (b) At any time, a material misrepresentation is made or uncovered; or
 - (c) The Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.

3.4.2 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation in relation to the Applicants shall not be disclosed to any person not officially concerned with the process, except as may be specifically required by DERC. Procurer will treat all information submitted as part of Bid in confidence and would require all those who have access to such material to treat the same in confidence. Procurer will not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure. Procurer however reserves the right to make public the names of the Applicants.

3.4.3 Tests of responsiveness

- (1) Prior to evaluation of Applications, Procurer will determine whether each Bid is responsive to the requirements of the Tender. A Bid shall be considered responsive if the Bid:
 - (a) Is received /deemed to be received by the Bid Due Date including any extension thereof pursuant to Clauses 3.3.4;
 - (b) Contains the covering letter as per Annexure-I duly signed, sealed and marked as stipulated in Clauses 3.3.6;
 - (c) Necessary resolutions or documents authorising the Applicant to submit the Bid and to execute and deliver to the Procurer the Project Documents

(d) Is accompanied by:

(i) Bid Security as per the format in Annexure-III

(ii) A payment of Non –Refundable fee of Rs. 10,000 (Rupees Ten Thousand only) through Demand Draft in favour of “[North Delhi Power Limited](#)” to the Procurers within the stipulated date as mentioned in Clause 1.9

(e) Contains the financial bid form and the CD ROM duly filled in.

(2) Procurer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Procurer in respect of such Applications.

3.5 Disqualification

3.5.1 Even if the Applicants meet the above criteria, they are subject to be disqualified if the Applicants, have made, incorrect, misleading or false representations in the forms, statements and attachments submitted, whether intentionally or unintentionally;

3.5.2 Clarifications

To facilitate evaluation of Applications, Procurer may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Bid.

3.6 Short listing and Notification

3.6.1 The Technical Bids will be opened first. The technical responsiveness would be ascertained and any Applicant not furnishing the complete technical information in the prescribed formats would be liable to be disqualified from the bid process.

3.6.2 The Financial Bids of the technically qualified Applicants will then be opened in the presence of the Applicants representatives and evaluated as detailed in Section IV.

3.7 Signing of Documents

The Applicant(s) shall be required to sign the Project Documents as per the timelines indicated in clause 1.9 of this Tender (as amended from time to time).

In case the Successful Bidder does not sign the Project Documents within the timelines stipulated herein, or the Successful Bidder does not submit the Performance Bank Guarantee before the signing of the Project Documents as mentioned in Clause 3.8, Procurer reserves the right to take any measure as may be deemed fit at the discretion of Procurer, to

successfully conclude the procurement process to meet its power requirements, with the due intimation/approval of the DERC, which includes annulment of bid process and inviting fresh applications.

3.8 Performance Bank Guarantee (PBG)

Before signing of the Project Documents and not later than 15 (fifteen) days from the date of issue of the Letter of Intent mentioned in Clause 3.7, the Successful Bidder(s) shall provide a performance bank guarantee to the Buyer for a sum which is equivalent to 10% of 15 days estimated billing for short term and for medium term the sum shall be equivalent to 1 month of the estimated billing amount of the Applicant on account of the normative amount of power being supplied as per the offer. The format for submission of the Performance Bank Guarantee is given in Annexure-V.

**SECTION IV
BID EVALUATION**

4.1 Evaluation Parameters

Bids shall be evaluated in two stages as under:

- (a) The Technical Bid Evaluation Stage – The technical information submitted by the responsive Applicants shall be checked for completeness and shall be evaluated to affirm that the Applicant possesses the required ability to supply the Maximum capacity offered and supply such power to the Procurer through a feasible power transmission corridor. Any Applicant whose technical information is not verifiable and the Applicant is not able to supply the Maximum capacity offered and/or transmit the Maximum capacity offered to the Delivery Point shall be liable to be technically disqualified and the financial bids of such applicants shall not be considered for evaluation.

- (b) Financial Bid Stage – The financial bids of those Applicants, who have not been disqualified under the preceding stage and are complete in all respects (including the duly filled in CD ROM), will be evaluated. Provided however, in case only one Financial Bid remains after the evaluation process under Clause 4.1 (a), Financial Bid of the sole remaining Applicant shall not be opened and the matter shall be referred to DERC. The selection of the Successful Bidder shall then be proceeded with as per the directions of the DERC.

4.1.1 Financial Bid Evaluation

Financial Bids will be evaluated in a manner, which provides least cost portfolio for entire capacity requirement and entire procurement period. Further, for evaluation purposes, each Applicant will be required to identify in each supply period the Minimum capacity offered and the Maximum capacity offered. Prior to the evaluation of the financial bids, each financial bid shall be scrutinized to ensure that it meets the following criteria:

- (i) The ratio of minimum to maximum Escalable and Non-Escalable Capacity Charge (both individually as well as collectively) is not less than 0.7.

- (ii) The proposed continuous supply period is not less than 3 months

Only those financial bids, which meet the above criteria, shall be evaluated in this stage. Other financial bids, which do not meet the above criteria, shall stand disqualified.

Based on the figures provided by each Applicant in its financial bid, the projected tariff of each Applicant shall be separately calculated for each category of load i.e. Base Load, Intermediate Load and Peak Load and for each financial year using the following methodology:

- (a) Using the formulae mentioned in Schedule-G of the draft PPA and the Tariff components mentioned by the Applicant in its financial bid, the projected tariff for each Applicant shall be calculated for his proposed tenure of supply.
- (b) For calculating the projected tariff, the inflation / escalation rates as notified by CERC from time to time shall be used commonly and consistently for all Applicants which is subjected to change depending on the latest/actual figures before the bid submission date which shall be communicated to all bidders in advance. For the actual tariff payment, however, such factors shall be applied at the levels indicated in the draft PPA.

S. No.	Head	Value
	Inflation index as on Bid Submission Date	100
	Indian inflation rate	4.61% p.a.
	Escalation applied to Variable Charge from the Bid Submission Date	Indian inflation rate i.e. 4.61% p.a.
	Escalation applied to Escalable Component of Capacity Charge from the Bid Submission Date	Indian inflation rate i.e. 4.61% p.a.
	Assumed Annual PLF	80%
	Assumed Normative Availability	80%
	Number of Days in a month	As per Gregorian Calendar

- (c) The escalation rates on the Variable Charge and Escalable component of the Capacity Charge shall be applied as at the mid point of each month of supply proposed by each Applicant, such escalation commencing from the bid submission date.
- (d) Thereafter, the projected tariff of each Applicant for each category of load and for each month of each financial year shall be placed against the power requirement of the Procurer for each category of load (i.e. Base Load, Intermediate Load and Peak Load) in each month for that financial year. For the avoidance of doubt, it is clarified that the projected tariff of an Applicant for Base Load for month 2 of year 1 shall only be placed against the Base Load requirement of power of the Procurer for month 2 for year 1.

- (e) Based on the number of bids received, various power portfolios will be constructed for each category of load requirement of the Procurer for each financial year such that each portfolio is able to meet with the full requirement of the Procurer for that category of load in that financial year. For instance, if for Procurer Base Load requirements of 100 MW for year 1, the following three bids are received:

	Maximum Capacity Offered	Minimum Capacity Offered
Applicant 1	60 MW	50 MW
Applicant 2	50 MW	50 MW
Applicant 3	40 MW	40 MW

Possible Portfolios	Bidders included in Portfolio	Total Capacity Offered	Procurer Requirement
Portfolio 1	Applicant 1 – 60 MW Applicant 3 – 40 MW	100 MW	100 MW
Portfolio 2	Applicant 1 – 50 MW Applicant 2 – 50 MW	100 MW	100 MW

- (f) In case, the Bids received for a financial year are for less than the full requirement of the Procurer in a particular load category in that financial year, then the portfolios for that load category for that financial year shall be constructed with a view to meeting the maximum possible power requirements of the Procurer (based on the Bids received) and upto 20% less than the maximum power requirements that can be met based on the bids received. For instance, if for Procurer Base Load requirements of 100 MW for year 1, the following three bids are received:

	Maximum Capacity Offered	Minimum Capacity Offered
Applicant 1	20 MW	6 MW
Applicant 2	20 MW	20 MW
Applicant 3	30 MW	30 MW

Possible Portfolios	Bidders included in Portfolio	Total Capacity Offered	Procurer Requirement
Portfolio 1	Applicant 1 – 20 MW Applicant 2 – 20 MW Applicant 3 – 30 MW	70 MW	100 MW

Portfolio 2	Applicant 1 – 6 MW Applicant 2 – 20 MW Applicant 3 – 30 MW	56 MW (20% less than 70 MW)	100 MW
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Provided that the 20% limit mentioned above can be changed with the prior approval of the DERC (but without in anyway requiring the consent of the Applicants) at any time prior to signing of the Draft PPA with the Successful Bidder.

- (g) Thereafter, the Levelised Tariff of each Portfolio for each financial year shall be worked out by applying CERC notified discount rate, which at present is 10.6% per annum to the projected tariff of each Applicant included in such portfolio. Provided that the discount rate shall be applied at the midpoint of each month for the purposes of calculating the Levelised Tariff of the Portfolio. The Applicant whose projected tariff is a part of the lowest Levelised Tariff Portfolio shall be selected.
- (h) The above process shall be repeated for each financial year and for each load category.

4.2 Disqualification

4.2.1 Even if the Applicants meet the above criteria, they are subject to be disqualified if the Applicants,

- (1) Made, incorrect, misleading or false representations in the forms, statements and attachments submitted, whether intentionally or unintentionally; or
- (2) Been debarred by Procurer.

Annexure – I: Covering Letter

To,
GM (Operations)
North Delhi Power Limited
Hudson Lines
Kingsway Camp
New Delhi 110009

INDIA

Fax: +91 11 27468023

Tel: + 91 11 66112275

E-mail: praveen.chorgadhe@ndpl.com

Formatted: French (France)

Sub:- Supply of Power on Short and Medium Term basis at Delhi Transco Limited's Transmission Network in Delhi

Ref:- Bid Specification No.....

Dear Sir,

We, the undersigned Applicant, having read and examined in detail the bid documents for supply of power on short/medium term basis at DTL's transmission network in Delhi, hereby submit our Bid.

BID VALIDITY

We confirm that all the terms and conditions of this Bid (including the tariff and capacity offered in the Financial Bid) are valid for acceptance for a period of 6 months from the last date of submission of the Bid.

BID SECURITY

We have enclosed a separate BID SECURITY of Rs. [-----] lakhs, in the form of Bank Guarantee as per your proforma (**Annexure-3**) from _____ Bank.

FAMILIARITY WITH RELEVANT INDIAN LAWS & REGULATIONS

We confirm that we have studied the provisions of relevant Indian laws & regulations as required to enable us to quote for this bid and execute the contract, if awarded.

ACCEPTANCE OF PPA

We confirm that we accept all terms of the Project Documents including those contained in the Power Purchase Agreement and are aware that the terms are subject to approval of DERC.

CONTACT PERSON

Details of contact person as are furnished as under:

Name:	
Designation:	
Company:	
Full Address:	
Phone Nos.:	
Fax Nos.:	
E-mail address:	

We are enclosing herewith the following information/documents:

1. Relevant Document / Power of Attorney
2. Technical Information As per Annexure 2
3. Completed Financial Bid Form
4. Duly filled in CD ROM
5. Bid Security

Dated the _____ day of _____ of 200

Thanking you,

Yours faithfully,

Authorised Signatory: _____

For

Bidder's Rubber Seal and Full Address

Annexure – II: General Technical information

1.1 Bidding Company

Name of the Bidding Company	
-----------------------------	--

1.2 Details of the contact person

Name:	
Designation:	
Company:	
Address:	
Phone Nos.:	
Fax Nos.:	
E-mail address:	

1.3 Type/Category of Bidding Company (Source of Power)

- Captive Genco
- Independent Genco
- Central/State Govt. owned Genco
- Power Trader
- State Electricity Board (SEB)
- Distribution Licensee
- Any other eligible Entity (to be defined)

In case the Applicant is a trading company, the applicant should submit a copy of the trading license issued by the CERC for the relevant category.

1.4 Generation Facility Details

Sl. No		
	Name of the Generating station/Unit	
	Name plate capacity of the generating station	
	Location of the Generating station/Unit	
	Design energy, in case of if hydro plant	
	Fuel used	
	Proposed Transmission Corridor to be used	
	Proposed Point of Injection	

1.5 Certificate from concerned the Regional Load Dispatch Centre regarding the availability of the transmission corridor for the sale of power, if available.

1.6 Last one year Annual Accounts of Bidding Company (if Applicable).

Authorised Signatory: _____

For

Bidder's Rubber Seal and Full Address

Annexure – III: FORMAT FOR BID SECURITY

(BIDDERS TO ENCLOSE BID SECURITY IN THE FOLLOWING FORMAT)

(To be stamped in accordance with Stamp Act)

The Bank of _____ hereby agree unequivocally and unconditionally to pay at **North Delhi Power Limited, Substation building, Hudson line, Kingsway Camp, New Delhi 110009, (hereinafter the "Buyer")** within 48 hours on demand in writing from Buyer or any Officer authorized by it in this behalf, of any amount upto and not exceeding Rs. _____ (Rs. _____ only) to the said Buyer on behalf of _____ M/s. _____ who have submitted bid for supply of power of _____ capacity at the Buyer's bus in Delhi State.

This agreement shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the firm of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made given, concerned or agreed with or without our knowledge or consent, by or between parties to the said within written contract. The validity of this Performance Bond will be extended by us for the further period of six months, one month prior to its present validity period at the request of the Buyer.

In case of any dispute arising out of or in connection with the extension or encashment of Performance Bond the courts in Delhi will have jurisdiction.

Our liability under this Bond is restricted to Rs. _____ (Rs. _____ only). Our Bond shall remain in force until _____. Unless a suit or action to enforce a claim under the Bond is filed against us within six months from the date, all your rights under the said guarantee shall be invoked and we shall be relieved and discharged from all our liability thereunder.

Authorised Signatory: _____

For

Bidder's Rubber Seal and Full Address

Annexure – IV: Format of Financial Bid

To,

GM (Operations)
North Delhi Power Limited
Substation Building
Hudson Lines, Kingsway Camp
New Delhi 110009

Sub:- Financial Bid for Supply of Power on Short and Medium Term basis at Delhi Transco Limited's Transmission Network in Delhi

Ref:- Bid Specification No.....

Dear Sir,

We, the undersigned Bidder, having read and examined in detail the bid documents for supply of power on short and medium term basis at DTL's transmission network in Delhi, hereby submit our Financial Bid.

Month (in 2008-09)	April – September 2008	October 2008 - March 2009	April 2009 - onwards
<u>Capacity Requirement of Procurer (MW)</u>			
Base Load			
Intermediate Load			
Peak Load			
<u>Maximum Capacity Offered by Bidder (MW)</u>			
Base Load			
Intermediate Load			
Peak Load			
<u>Minimum Capacity Offered by Bidder (MW)</u>			
Base Load			
Intermediate Load			
Peak Load			
<u>Tariff Offered by Bidder (MW)</u>			
Base Load			
Non-escalable Capacity Charge			

(Rs.Cr/MW/month)			
Escalable Capacity Charge (Rs.Cr/MW/month)			
Variable Charge (Rs./kWh)			
Transmission Charges (Rs./MW/month)			
Peak Load			
Non-escalable Capacity Charge (Rs.Cr/MW/month)			
Escalable Capacity Charge (Rs.Cr/MW/month)			
Variable Charge (Rs./kWh)			
Transmission Charges (Rs./MW/month)			
Intermediate Load			
Non-escalable Capacity Charge (Rs.Cr/MW/month)			
Escalable Capacity Charge (Rs.Cr/MW/month)			
Variable Charge (Rs./kWh)			
Transmission Charges (Rs./MW/month)			

Instructions to Bidders: Please repeat format for 2008-09 for all the years for which the Bidders wants to provide supply. Bidders may change the period of supply in first row (April-September 2008, etc.) as per their supply commitment.

Notes:

Base load: 0000hrs to 2400 hrs

In April to September

Intermediate load 0000 Hrs to 2400 Hrs

Peak Load: Different time slot for different months

In March, October and November

Intermediate load 0700 Hrs to 0900 Hrs and 1800 Hrs to 2200 Hrs

Peak Load: 1800 to 2200 Hrs

In December to February

Intermediate load 0600 Hrs to 2300 Hrs

Peak Load: Morning (0600 to 1100 Hrs) and Evening Hours (1800 to 2200 Hrs)

Note:

1. In case of variable charges, the Bidders may please note that the fuel risk will be borne by the Bidder.
2. Normative Transmission Charges shall be quoted as constant for the entire tariff period. The bidders shall quote these charges based on the existing transmission charges in the State/s and/or Region/s. The charges mentioned by the bidders shall be validated by the orders issued by the various Regulatory Commissions. The transmission charges are optional for the Bidders to quote and shall be used only for bid evaluation purpose. In case the Bidder does not opt to quote the transmission charges, the same shall be incorporated as the prevailing charges applicable for the respective states/region.

Authorised Signatory: _____

For

Bidder's Rubber Seal and Full Address

Annexure – V: PERFORMANCE BANK GUARANTEE

[Draft to be given subsequently]

(To be stamped in accordance with stamp act)

Bank Guarantee No. _____

Date _____

Ref

To:

GM (Operations),
North Delhi Power Limited
Substation Building,
Hudson Lines, Kingsway Camp
New Delhi-110009

Dear Sir,

In accordance with your invitation to Bid under your specification number _____ In consideration of North Delhi Power Limited for NCT of Delhi (hereinafter referred as the "Buyer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ with Registered Office at _____, hereinafter referred as to the "Seller" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract by issue of Buyer's Letter of Award no. _____ and the same having been unequivocally accepted by the Seller, resulting in a contract bearing no. _____ valued at Rs. _____ for supply of power _____ (hereinafter called the 'Contract) and the Seller having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to Rs. _____ per MW of peak capacity of power offered as per the above mentioned LOA; we _____ Bank, (address) _____, having its head office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof includes its successors, administrators, executors and assigns do hereby guarantee and undertake to pay the Buyer immediately on a mere demand Rs. _____ (Rs. _____) as aforesaid at any time up to _____ without any demur, reservation, context, recourse or protest or without any reference to the Seller. Any such demand made by the Buyer on the bank shall be conclusive and binding. notwithstanding any difference between the Buyer and the Seller or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Buyer and further agrees that the guarantee herein contained shall continue to be enforceable till the Buyer discharges this guarantee. However, the validity of the guarantee ceases on _____ unless otherwise extended.

The Buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Seller. The Buyer shall have the fullest liberty to exercise any power vested in them or any right which they might have against the Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied, in the Contract between the Buyer and the Contract of any other course or remedy or security available to the Buyer, the Bank shall not be released of its obligations under these presents by any exercise by the Buyer of its liberty with reference to the matter aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Buyer of any other indulgence shown by the Buyer or by any other matters or thing, whatsoever which under laws would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Buyer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contract and not withstanding any security or other guarantee that the Buyer may have in relation to the Seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to total amount of Rs. _____ (Rs. _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period until M/s _____ on whose behalf this guarantee has been given, discharges its obligation in total under the agreement in the present case.

Dated this _____ day of _____ at _____

(Designation with Bank Stamp)

Signature with Seal

Attorney as per Power of Attorney No. _____

Date _____

Witness

(Signature)

(Name)

(Signature)

(Name)

**Annexure – VI: DELIVERY POINT LOCATION [MAP]
[To be given subsequently]**

Annexure – VII: Illustration of Bid Evaluation:

Assuming the power requirements of the Procurer and offers by two Bidders are as provided below:

Month (of Year 1)	1	2	3
Capacity Requirement of Procurer (MW)			
Base Load	100	100	100
Intermediate Load	0	0	0
Peak Load	0	0	0
Maximum Capacity Offered by Bidder 1 (MW)			
Base Load	60	60	60
Intermediate Load	0	0	0
Peak Load	0	0	0
Minimum Capacity Offered by Bidder 1 (MW)			
Base Load	40	40	40
Intermediate Load	0	0	0
Peak Load	0	0	0
Tariff Offered by Bidder 1			
Non-escalable Capacity Charge (Rs.Cr/MW/month)	10	10	10
Escalable Capacity Charge (Rs.Cr/MW/month)	0	0	0
Variable Charge (Rs./kWh)	1	1	1
Transmission Charges (Rs./MW/month)	1	1	1
Maximum Capacity Offered by Bidder 2 (MW)			
Base Load	60	60	60
Intermediate Load	0	0	0
Peak Load	0	0	0
Minimum Capacity Offered by Bidder 2 (MW)			
Base Load	40	40	40
Intermediate Load	0	0	0
Peak Load	0	0	0
Tariff Offered by Bidder 2			
Non-escalable Capacity Charge (Rs.Cr/MW/month)	11	11	11

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Escalable Capacity Charge (Rs.Cr/MW/month)	0	0	0
Variable Charge (Rs./kWh)	1	1	1
Transmission Charges (Rs./MW/month)	1	1	1
Projected Tariff of Power Portfolio 1 (100% Bidder A and Balance Bidder B)			
Non-escalable Capacity Charge (Rs.Cr/MW/month)	$60*10 + 40*11 = 1040.0$	$60*10 + 40*11 = 1040.0$	$60*10 + 40*11 = 1040.0$
Escalable Capacity Charge (Rs.Cr/MW/month)	$60*0 + 40*0 = 0$	$60*0 + 40*0 = 0$	$60*0 + 40*0 = 0$
Variable Charge (Rs./MW/month)	5.8	5.8	5.8
Transmission Charges (Rs./MW/month)	$60*1 + 40*1 = 100.0$	$60*1 + 40*1 = 100.0$	$60*1 + 40*1 = 100.0$
Total Tariff (Rs. Cr./month)	1145.8	1145.8	1145.8
Discount Factor (midpoint of the month)	0.9975	0.9925	0.9876
Levelised Total Tariff (Rs. cr.)	3411.60		
Projected Tariff of Power Portfolio 2 (100% Bidder B and Balance Bidder A)			
Non-escalable Capacity Charge (Rs.Cr/MW/month)	$60*11 + 40*10 = 1060.0$	$60*11 + 40*10 = 1060.0$	$60*11 + 40*10 = 1060.0$
Escalable Capacity Charge (Rs.Cr/MW/month)	$60*0 + 40*0 = 0$	$60*0 + 40*0 = 0$	$60*0 + 40*0 = 0$
Variable Charge (Rs./MW/month)	5.8	5.8	5.8
Transmission Charges (Rs./MW/month)	$60*1 + 40*1 = 100$	$60*1 + 40*1 = 100$	$60*1 + 40*1 = 100$
Total Tariff (Rs. Cr./month)	1165.8	1165.8	1165.8
Discount Factor (midpoint of the month)	0.9975	0.9925	0.9876
Levelised Total Tariff (Rs. cr.)	3471.15		

(Note: The Variable Charge in Rs. Crs. has been calculated by assuming a PLF of 80% and 30 days in a month. Further, for the sake of simplicity, the escalation on variable charge has not been accounted for under the assumption that both the Bidders voluntarily quote for a variable charge which is not subject to any escalation).

Since, Portfolio 1 results in the lower Levelised Total Tariff as compared to Portfolio 2, Procurer will purchase 60 MW from Bidder 1 and 40 MW from Bidder 2.

Attachment - I: DRAFT POWER PURCHASE AGREEMENT [PPA]