

**PROCUREMENT OF RENEWABLE SOLAR POWER (Green) ON A SHORT-TERM BASIS THROUGH
A 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 a Tariff based bidding process” issued the government of India)**

M/s SEZ Bio-Tech Services Private Limited (Manjari SEZ and Hadapsar SEZ)

INVITATION FOR BIDS

Tender no. SEZ Bio-Tech/DL/2025/046

SN	Event	Date & Time
1.	Publication of Request for Proposal (RFP)/ Activation of Event	15th April 2025 11.00 Hrs
2.	Submission of RFP (Online digitally signed non-financial technical bid and IPOs)	23rd April 2025 16.00 Hrs
3.	Opening of Non-Financial Technical Bids	24th April 2025 11.00 Hrs
4.	Clarification if any, sought from Bidder(s)	25th April 2025
5.	In case of no clarification, evaluation of non-financial technical bids	28th April 2025
6.	Opening of IPOs (up to 1300 hrs.) and start of E-RA	29th April 2025 14.00 Hrs
7.	Issuance of LOA and submission of signed LOA	30th April 2025
8.	Signing of PPA	2nd May 2025

Bids to be submitted through	DEEP e Bidding portal
Registered Office	M/s SEZ Bio-Tech Services Private Limited. 212/2, Off Soli Poonawalla Road, Hadapsar Pune, Maharashtra 411028 E-mail:- ddlm@sezbiotech.com / ddlh@sezbiotech.com
Correspondence address for inviting bids and place of submission of EMD	Name- Ms. Sakshi Ghike ERO POWER LLP Office No. 709 Tower II, World Trade Centre, Kharadi, Pune- 411014 Maharashtra. Contact No. – 9579332937 E-mail:- legal@eropower.in jaywant.shirbhate@eropower.in

Bidding will be done as per the guidelines for short-term procurement of power notified by the Ministry of Power vide resolution dated 30th March 2016 & amended dated 23rd February 2022, 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 the Ministry of Power (www.Powermin.nic.in) and PFC Consulting Limited (www.pfcclindia.com). Bidders are requested to familiarize themselves with the guidelines notified by the Ministry of power on 30-03-16 carefully before submitting the offer.

1. INTRODUCTION AND BACKGROUND

M/s SEZ Bio-Tech Services Private Limited (Manjari SEZ and Hadapsar SEZ or SEZ Bio-Tech) is a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 212/2, Off Soli Poonawalla Road, Hadapsar Pune, Maharashtra 411028.

Manjari SEZ

Manjari SEZ, under Section 3 of the Special Economic zones (SEZ) Act, 2005 has setup sector specific Special Economic Zone for Biotechnology Park at Manjari Budruk, Taluka Haveli, District Pune, Maharashtra. which has been notified as Developer of the SEZ by the Ministry of Commerce & Industry (Department of Commerce) vide Notification No. S.O. 651(E) dated 29th March 2012.

The Ministry of commerce & Industry (Department of commerce), Government of India vide its Notification under clause (b) of sub section (1) of Section 49 of the Special Economic Zones Act, 2005 dated March 3, 2010, specified that the Developer of the SEZ is deemed to be a Distribution Licensee under the provisions of the Electricity Act, 2003. The proviso inserted in clause (b) of Section 14 of the EA2003 is as under:

“Provided that the Developer of a Special Economic Zone notified under Subsection (1) of section 4 of the Special Economic Zones Act, 2005, shall be deemed to be a Licensee for the purpose of this cause, with effect from the date of notification of such Special Economic Zone”.

Further, SEZ ACT 2005 & the proviso inserted in clause (b) of Section 14 of the EA 2003. Maharashtra Electricity Regulatory Commission after taking cognizance of the Notification issued by the Ministry of Commerce and Industry and following the due regulatory process, took on record the Manjari SEZ's status as a deemed Distribution Licensee for Manjari area vide Order dated 8th December 2023 in Case no. 179 of 2023.

In view of the above, Manjari SEZ is a deemed Distribution Licensee in its SEZ area at Manjari Budruk, Taluka Haveli, District Pune, Maharashtra.

Hadapsar SEZ

Hadapsar SEZ, under Section 3 of the Special Economic zones (SEZ) Act, 2005 has setup sector specific Special Economic Zone for Biotech and Pharmaceuticals Sectors at Hadapsar/Manjari Village, Pune, Maharashtra, India which has been notified as Co-Developer of the SEZ by the Ministry of Commerce & Industry (Department of Commerce) vide notifications dated 16th August 2007.

The Ministry of commerce & Industry (Department of commerce), Government of India vide its Notification under clause (b) of sub section (1) of Section 49 of the Special Economic Zones Act, 2005 dated March 3, 2010, specified that the Developer of the SEZ is deemed to be a Distribution Licensee under the provisions of the Electricity Act, 2003. The proviso inserted in clause (b) of Section 14 of the EA2003 is as under:

“Provided that the Developer of a Special Economic Zone notified under Subsection (1) of section 4 of the Special Economic Zones Act, 2005, shall be deemed to be a Licensee for the purpose of this cause, with effect from the date of notification of such Special Economic Zone”.

Further, SEZ ACT 2005 & the proviso inserted in clause (b) of Section 14 of the EA 2003.

Maharashtra Electricity Regulatory Commission after taking cognizance of the Notification issued by the Ministry of Commerce and Industry and following the due regulatory process, took on record the Hadapsar's SEZ's status as a deemed Distribution Licensee for Manjari area vide Order dated 8th December 2023 in Case no. 180 of 2023.

In view of the above, Hadapsar SEZ is a deemed Distribution Licensee in its SEZ area at Manjari/ Hadapsar Budruk, Taluka Haveli, District Pune, Maharashtra.

M/s SEZ Bio-Tech Services Pvt Ltd is floating the tender through the DEEP Portal for the supply of power from 1st July 2025 to 30th June 2026.

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 Rupees 500 per MW per requisition for the total capacity sought by the Utility for that particular requisition for which the bidder is willing to bid, to Power Finance Corporation 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

The Bidder(s) shall be capable of supplying power as mentioned below to **M/s SEZ Bio-Tech Services Pvt Ltd**, for the period from **1st July 2025 to 30th June 2026** as detailed below:

Details of Quantum Required:

Manjari SEZ and Hadapsar SEZ

Requisition No.	SEZ	RE-Power	Period	Time block	RE Quantum in MW	Minimum Bid Quantity (in MW)	Delivery Point
1	Manjari SEZ	Solar power (Green)	1st July 2025 to 30th June 2026	From 06:00 to 18:00 hrs	5 MW	5 MW	For intra state Generator - Delivery point shall be at Ex generation Bus . i.e. the connection point at which the power Generate by the solar power plant is injected into the grid

							at 11/22/33 kV voltage level. For inter-state Generator/interstate source -Delivery point shall be at Maharashtra State periphery.
2	Hadapsar SEZ	Solar power (Green)	1st July 2025 to 30th June 2026	From 06:00 to 18:00 hrs	8 MW	8 MW	For intra state Generator - Delivery point shall be at Ex generation Bus .i.e. the connection point at which the power produced by the solar power plant is injected into the grid at 11/22/33 kV at voltage level. For inter-state Generator/Interstate source -Delivery point shall be at Maharashtra State periphery.

3.1 Delivery Point - For Intra State Generator - Delivery point shall be at **Ex generation Bus**. i.e. the connection point at which the power produced by the solar power plant is injected into the grid at 11/22/33 kV voltage level.

For Inter State Generator -Delivery point shall be at **Maharashtra State Periphery.**

3.2 For the Contracted Capacity MW, if the actual energy is more than the offered energy as per, SEZ Bio-Tech Services Private Limited may purchase the same at the discovered price, with prior intimation from the supplier.

4. QUALIFICATION CRITERIA

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

4.1 All Generators/ State Utilities/ CPP/Distribution Licenses/SEBs/Traders are qualified to participate in the bidding process.

If a bidder is a Trader, it shall submit:

- i. valid category license or equivalent trading license issued by appropriate commission and
- ii. copy of the executed Power Purchase Agreement or an equivalent arrangement for supply of power.

5. TARIFF STRUCTURE

5.1. The Bidder shall quote the **single tariff** at the Delivery Point up to three (3) decimals which shall include Capacity Charge, Energy Charge, Trading Margin (in case of Bidder being a Trader), Applicable Point of Connection (POC) charges up to 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 the avoidance of doubt, POC injection charges and loss up to the POC interface, POC drawl charges and losses, RLDC Operating charges, and RLDC application fees are on Bidder(s) account. In case the bidder/trader as applicable is supplying power through an intra-state generator, the SLDC application fees & SLDC scheduling charges shall be on the account of the buyer. If the power is being supplied on day ahead basis the additional charges, losses, and application fees shall be to the account of the Buyer.

5.3. The tariff should be constant and there shall be no escalation during the contractual period.

5.4. If the power is being supplied through an alternate source, additional charges and losses if any, due to the cancellation of the existing corridor and booking of a new corridor etc., shall be to the account of Bidder during the contract period.

6. BIDDING PROCESS

6.1. **M/s SEZ Bio-Tech Services Private Limited** has published an RFP notice in two national newspapers.

6.2. **M/s SEZ Bio-Tech Services Private Limited** has issued an RFP for procurement of RE power on a 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. Bidder shall have the option to bid under all Requisition or any individual Requisition separately.

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

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

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 and in the form of Bank Guarantee /e-Bank Guarantee as per issued by any Nationalized/Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal, if available / Demand Draft issued by the Nationalized or Scheduled Bank.

Bidders submitting EMD in the form of Bank Guarantee shall strictly adhere with the format as specified in the **Annexure – II** of this document as specified by **SEZ Bio-Tech Services Private Limited**. Bidder submitted BG with deviations from the standard format is liable to get rejected. The EMD Calculations are attached as **Annexure III**.

If the bidder proposes deviations in line with the bylaws, the acceptance of such deviations will be at the sole discretion of SEZ Biotech. SEZ Biotech reserves the right to evaluate and decide whether to accept them.

7.2. The original EMD needs to be submitted in hard copy before the opening of the Non-Financial Technical Bid.

7.3. 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).

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

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

8. VALIDITY OF TENDER AND OFFER

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

9. CONDITIONAL AND INCOMPLETE TENDER

Conditional and incomplete tenders are liable to rejection.

10. OPENING AND EVALUATION OF BID

10.1 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 Maharashtra Electricity Regulatory Commission or any other body as per Electricity Act 2003.

10.2 **M/s SEZ Bio-Tech Services Private Limited** shall constitute a Standing Committee for evaluation of the Bids.

10.3 Technical proposals will be opened by the SEZ Bio-Tech Services Private Limited or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

10.4 Technical proposals for those tender 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.

10.5 Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

10.6 **M/s SEZ Bio-Tech Services Private Limited** or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the nonfinancial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.

10.7 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.

10.8 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.

11. ELIMINATION OF BIDDERS

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

11.1 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 analyse 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.

11.2 The elimination process will be done for each of the requisition separately. One event may have more than one requisition.

12. E - REVERSE AUCTION (e-RA)

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

12.2 The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes without any extension (automatic or otherwise).

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

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 is received which is lower than the prevailing lowest price bid.

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.

13. ISSUANCE OF LETTER OF AWARD (LOA)

13.1 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).

13.2 M/s SEZ Bio-Tech Services Private Limited 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.

13.3 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 M/s M/s SEZ Bio-Tech Services Private Limited 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.

13.4 In case the Selected Bidder(s) is allocated a quantity of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.

13.5 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.

13.6 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by M/s SEZ Bio-Tech Services Private Limited to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgment thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, M/s SEZ Bio-Tech Services Private Limited may, unless it consents for an 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.

14. CONTRACT AWARD AND CONCLUSION

14.1 After acknowledgement of the LOA by the Selected Bidder(s) M/s SEZ Bio-Tech Services Private Limited 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. M/s SEZ Bio-Tech Services Private Limited would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case M/s SEZ Bio-Tech Services Private Limited 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.

14.2 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.

14.3 PPA shall be signed separately for the both the SEZ, as there shall be separate requisitions for each SEZ.

15. RIGHT TO ACCEPT / REJECT THE BID:

15.1 Lowest valid rate of the tender cum reverse auction price should normally be accepted. M/s SEZ BioTech Services Private Limited 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.

16. CONTRACT PERFORMANCE GUARANTEE (CPG)

16.1. 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 lakh 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. The calculations are attached as **Annexure-III**

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

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

16.4. 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 the Contract Period.

17. 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 contracted 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 24 (Payment for liquidated damages for failure to supply instructed capacity) of this Agreement.

18. POWER PURCHASE AGREEMENT (PPA)

18.1. Bidder and procurer shall enter into the Power Purchase Agreement (PPA) separately for SEZ Bio-Tech Services Private Limited Manjari and Hadapsar as per **Annexure- IV** of this document.

19. BILLING CYCLE

19.1. Bidders to raise bill(s) on a monthly basis.

20. BILLING

20.1. Monthly Billing - For the supply of power during a calendar month, the seller will be raising the bills on a monthly basis. For the avoidance of doubt due date for payment of the bills shall be considered from the date of receipt of the monthly invoice hard copy/Soft copy from the Seller.

20.2. Seller shall raise Monthly energy bill for Solar energy supplied at Delivery Point based on Generation Credit Note (GCN) / Joint Meter Reading (JMR) issued by MSEDCL/MSETCL /SLDC in line with RE DSM Regulations / DSM Regulations as amended from time to time.

20.3 In case a bidder/trader is supplying power through an interstate generator, bidder/trader shall raise monthly bills on provisional basis based on daily / implemented schedule issued by nodal RLDC. The provisional bills shall be subjected to final adjustment on 7th day of the month on the basis of final REA issued by concerned Regional Power Committee (RPC)."

21. PAYMENT

21.1. M/s SEZ Bio-Tech Services Private Limited shall make payment to the Selected Bidder(s) account through RTGS within 30 (thirty) days from the date of submission of the energy bills to SEZ Bio-Tech Services Private Limited by hard copy / soft copy. In the event of the due date of payment being a Bank Holiday, M/s SEZ Bio-Tech Services Private Limited holiday, the next working day shall be considered as the due date of payment. In case of timely payment by M/s SEZ Bio-Tech Services Private Limited, 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 a Letter of Credit (LC) in part or full as per the claim documents submitted by successful bidder to the Issuing bank after the default has occurred.

The Procurer(s) shall be required to provide revolving **Letter of Credit (LC)** equivalent to 100% of the monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. **LC** shall be opened prior to the commencement of supply of power. M/s SEZ Bio-Tech Services Private Limited may substitute the letter of credit by an unconditional and irrevocable bank guarantee of the same amount i.e. equivalent to 100% of the monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. The letter of credit (LC) will be valid for a period of 14 months, with an additional 1month extension guarantee.

"In case of default in payment by the Due Date then the admitted amount shall be recovered through a Letter of Credit (LC) in part or full as per the claim documents submitted by successful bidder to the Issuing bank after the default has occurred".

22. REBATE ON PAYMENT

22.1. A rebate @ 2 % shall be applicable on payment of Energy bill within 15 (fifteen) days from the date of receipt of the hard copy/Soft Copy of the bill and at the rate of 1 % when payment is being done within 16 to 30 days of receipt of hard copy/Soft Copy of the bill.

23. LATE PAYMENT SURCHARGE

23.1. A late payment surcharge shall be applicable @ 12 % per annum on all the energy payments remaining outstanding for a period beyond 30 days from the date of receipt of bill. The surcharge shall be calculated on a day-to-day basis.

23.2. A late payment surcharge shall be applicable @ 12 % per annum on all the Open Access payment remaining outstanding for a period beyond 30 days from the date of receipt of bill. The surcharge shall be calculated on day-to-day basis.

24. PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY

For Intra State Generator

24.1 Both parties would ensure that actual scheduling does not deviate by more than 15% of the Scheduled power as per the approved power scheduled before one day of actual power supply for the next day.

24.2 In case deviation from the Procurer side is more than 15% of Scheduled energy for which open access power and scheduled before one day of actual power supply for the next day 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.

24.3 In case deviation from the Seller side is more than 15% of Scheduled energy for which open access has power and scheduled before one day of actual power supply for the next day seller 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

For Inter State Generator

24.4 Seller has to declare their monthly contracted energy during the bid submission, and both the parties would ensure that the actual schedule does not deviate by more than 15% of the contracted energy on monthly basis.

24.5 In case deviation from the Procure side more than 15% of contracted energy, than Procurer shall pay the compensation to Seller at 20% of the tariff per unit for the quantum of shortfall in beyond the 15%.

24.6 In case deviation from the Seller side more than 15% of contracted energy, than Seller shall pay the compensation to Buyer at 20% of the tariff per unit for the quantum of shortfall in beyond the 15%.

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. M/s SEZ Bio-Tech Services Private Limited reserves the right to ask for the additional information from the Bidder through e-mail/fax only. The e-mail id legal@erpower.in 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 M/s SEZ Bio-Tech Services Private Limited has its headquarters shall have exclusive jurisdiction.

27. DISCLAIMER

27.1. Neither M/s SEZ Bio-Tech Services Private Limited 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 M/s SEZ Bio-Tech Services Private Limited 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 M/s SEZ Bio-Tech Services Private Limited 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 as amended from time to time.

Notwithstanding any legal dispute, disagreement or difference, the parties here to, continue to perform the respective obligations under power purchase agreement.

29. BOOKING OF TRANSMISSION CORRIDORS

29.1. The procurer shall apply for booking of the open access transmission Corridor to nodal RLDC / SLDC in line with applicable short-term open access Regulations in place. Procurer shall be fully responsible for the timely filing of open - access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC/MERC regulations for short term open access and Procedure for reservation of Transmission Capacity for Short-term open access customers (Inclusive of all the amendments till date).

29.2. The procurer shall have to book the transmission corridor after making advance payment in full to the Nodal RLDC / SLDC.

30. Change In Law: Change in Law shall include

1. Any change in transmission charges and open access charges
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.

Annexure- I

(On Company's letterhead)

BIDDERS' COMPANY DATA:

1. Name of the Organization:
2. Name of the Contact Person:
3. Email Address:
4. Postal Address:
5. Telephone Number:
6. Fax Number:
7. Mobile Number of the contact Person:
8. Inter/Intra state Trading license (Scanned copy enclosed)
9. Category of Trading License:
10. Validity:
11. LoI of each Source (Scanned Copy enclosed)
12. Complete details of any suit pending against/filed by Bidder in CERC / State Regulatory Commissions / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions.
13. Other Information, if any.
14. CoD of plant:
15. Registered for REC (Y/N):

List of required documents

1. Incorporation certificate
2. GST certificate
3. PAN Card
4. Bank details (cancelled cheque)
5. Grid Connectivity Letters
6. Trading licensee (in case of trader)
7. Plant Commissioning Report/certificates
8. Authority letter from seller (in case of trader)
9. Board Resolution
10. Signed copy of tender and corrigendum

Annexure-II

Format of the Unconditional and Irrevocable Bank Guarantee for EMD

(To be on non-judicial stamp paper of appropriate value as per stamp act relevant to place of execution)

In consideration of the _____ (Insert name of the Bidder) (the “**Bidder**”) submitting the Bid inter alia offering supply of power during the period _____ (insert period) on short term basis, in response to the Request for Proposal (“**RFP**”) issued by SEZ Bio-Tech Services Private Limited (SEZ Bio-Tech) vide Bid specification No: _____ date: _____ and the Bidder, being a bidder, is required to deposit EMD of the sum specified in the RFP by a nationalized/scheduled bank and as per the terms of RFP, the _____ (insert name of bank) (this “**Bank**”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby, as primary obligor, agree unequivocally, irrevocably and unconditionally to pay SEZ Bio-Tech (hereinafter referred to as “**Procurer**”) at Pune forthwith on demand in writing from SEZ Bio-Tech or any other Officer authorized by SEZ Bio-Tech in this behalf, any amount up to and not exceeding Rs. _____ (Rupees _____), for and on behalf of the Bidder.

The guarantee shall be valid and binding on this Bank up to and including _____ (insert 30th day from the date of opening of bids) and shall not be terminated by notice or any change in the constitution of the Bank or the term 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 alterations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Bank hereby agrees and acknowledge that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. This guarantee will be invoked in the account of SEZ Bio-Tech as under:

Name of Account Holder	SEZ BIOTECH SERVICES PRIVATE LIMITED
Bank Name	Axis Bank Limited
Branch Name	Pune Main Branch
IFS Code	UTIB0000037
Account No.	037010200028705
PAN No.	AAJCS5738D

This Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above-mentioned address of this Bank, in order to make the said payment to the Procurer.

This Bank shall make payment to the Procurer hereunder on first demand without restriction or conditions or demur or protest, conditions, grounds or reasons for such demand for the sum specified therein and not withstanding any contestations, claims, demands, objection or disputes raised by the Bidder or any other person. This Bank shall not require the Procurer to justify the invocation of this Bank Guarantee, nor shall this Bank have any recourse against the Procurer in respect of any payment made hereunder.

The Bank hereby waive the necessity of the Procurer demanding the said amount from the Bidder before presenting the Bank with the demand.

Any payment made to the Procurer hereunder shall be made free and clear of, and without deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and whomsoever imposed.

This Bank represents that this Bank Guarantee has been establish in such form and with such content that it is fully enforceable in accordance with its terms as against this Bank in the manner provided herein.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of this Bank.

This Bank Guarantee shall be a primary obligation of this Bank and accordingly the Procurer shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

We hereby waive notice of acceptance of this Bank Guarantee and notice of any liability to which it may apply. Except with respect to the written demand for payment referred to above, we waive presentment, demand of payment, protest, notices of any kind and any right to require that resort be made to the Bidder or any other security.

This Bank acknowledges that this Bank Guarantee is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____), and it shall remain in force until _____ (insert 30th day from the date of opening of bids) with an additional claim period of one month thereafter, provided that any claim or liability arising prior to the date thereof shall not be adversely affected in any way, however, such limitation of liability shall not apply in respect of any and all costs, charges, and expenses that may be incurred by the Procurer in enforcing this Bank Guarantee and any losses or damages that may be suffered by the Procurer due to any delayed payment, non-payment or inadequate payment by us.

For the avoidance of doubts, we hereby acknowledge and declare, that all costs and charges in relation to the provision of this Bank Guarantee by us shall be borne by the Bidder alone.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer serves upon us a written claim or demand and we undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Procurer in writing. Furthermore, we agree that our obligations under this Bank Guarantee are irrevocable, absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, and without limitation any other act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Bank Guarantee or our obligations hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws in India. Further, we confirm that this Bank Guarantee is subject to exclusive jurisdiction of courts at Mumbai only. Terms used in this Bank Guarantee but not defined herein shall have the meaning ascribed to such term in the RFP.

This Bank Guarantee shall be valid up to _____ (insert 30th day from the date of opening of bids) with an additional claim period of one month thereafter.

Signature_____

Name_____

Power of Attorney No. _____

For

_____(Insert name of Bank) Banker's Stamp and full Address.

Dated this _____ day of _____

Annexure –III

EMD Amount Calculations

Manjari SEZ	MW	No. of Months	No. of days	No. of Hours	Amount Per MW	Amount in Rs.
1 st July 2025 to 30 th June 2026	5	12	30	12	Rs.30,000 (for 24:00 hrs)	Rs. 9,00,000/-

Hadapsar SEZ	MW	No. of Months	No. of days	No. of Hours	Amount Per MW	Amount in Rs.
1 st July 2025 to 30 th June 2026	8	12	30	12	Rs.30,000 (for 24:00 hrs)	Rs.14,40,000/-

CPG Amount Calculations

Manjari SEZ	MW	No. of Months	No. of Days	No. of Hours	Amount Per MW	CPG Amount in Rs.
1 st July 2025 to 30 th June 2026	5	12	30	12	Rs.2,00,000 (for 24:00 hrs)	Rs. 60,00,000/-

Hadapsar SEZ	MW	No. of Months	No. of days	No. of Hours	Amount Per MW	CPG Amount in Rs.
1 st July 2025 to 30 th June 2026	8	12	30	12	Rs.2,00,000 (for 24:00 hrs)	Rs.96,00,000/-

Annexure – IV

POWER PURCHASE AGREEMENT

Between

M/s SEZ Bio-Tech Services Pvt Ltd

(Separate PPA will be signed for Manjari SEZ and Hadapsar SEZ)

And

XXXXXXXXXX XXXX XXXXXXXX

This Power Purchase Agreement (hereinafter referred to as Agreement or PPA) is entered on the _____ **Day of** _____ **2024** between **SEZ Bio-Tech Services Private Limited (-----)** incorporated under Companies Act 1956 and is a deemed Power Distribution Licensee being the developer of the Specific Special Economic Zone for Information and Technology and Information Technology Enabled Services (IT & ITes) at Survey No. 77, MIDC Knowledge park, Kharadi, Pune (SEZ Bio-Tech Manjari and Hadapsar) in the State of Maharashtra (hereinafter referred to as the “Procurer”), which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns;

AND

XXXX XXX XXXXXXXX a limited company incorporated under the Companies Act, 1956 (hereinafter referred to as “Seller”) and having its registered office at _____ which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors ad permitted assigns.

Whereas

A. In accordance with revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30-03-2016 and further amendments dated 21.02.2022, for short term procurement of power by distribution licensee through e-bidding portal (DEEP), the procurer had initiated a competitive bidding process through issue of RFP dated _____ for procurement of power for short term for meeting the Procurer’s power requirements for the period from 1st July 2025 to 30th June 2026.

B. Pursuant to the said bidding process, _____ has been selected by the Procurer, as the Seller for sale and supply of Electricity to the Procurer, for the Aggregate Contracted Capacity (as described hereunder) in accordance with the terms of this Agreement.

C. The Parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for the sale of power up to the Contracted Capacity (*defined below*) at the Delivery Point (*defined below*) by the Seller to the Procurer.

1. **Quantum and rate**

Power Requirement for SEZ I & SEZ II

SEZ Bio-Tech Manjari and Hadapsar

Requisition No.	SEZ	RE-Power	Period	Time block	RE Quantum in MW	Minimum Bid Quantity (in MW)	Delivery Point	Rate Rs. Unit
1	Manjari SEZ	Solar power (Green)	1 st July 2025 to 30 th June 2026	From 06:00 to 18:00 hrs	5 MW	5 MW	<p><u>For intra state Generator</u> - Delivery point shall be at Ex generation Bus i.e. the connection point at which the power produced by the solar power plant is injected into the grid at 11/22/33 kV at voltage level.</p> <p><u>For inter-state Generator/interstate source</u> -Delivery point shall be at Maharashtra State periphery.</p>	
2	Hadapsar SEZ	Solar power (Green)	1 st July 2025 to	From 06:00 to	8 MW	8 MW	<p><u>For intra state Generator</u> - Delivery point shall be at Ex generation Bus i.e the connection point at which the power produced by</p>	

			30 th June 2026	18:00 hrs			<p>the solar power plant is injected into the grid at 11/22/33 kV at voltage level.</p> <p><u>For inter-state Generator/interstate source</u> -Delivery point shall be at Maharashtra State periphery.</p>	
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Subject to provisions of this Agreement, the entire contracted capacity stated above (**Contracted Capacity**) shall be for the exclusive benefit of the Procurer and the Procurer shall have the exclusive right to purchase the entire Contracted Capacity from the Seller and the Seller shall not grant to any third party or allow any third party to obtain any entitlement to the Contracted Capacity.

2. **DELIVERY POINT**

2.1 The delivery Point **For Intra state Generator** - Delivery point shall be at Ex generation Bus i.e. the connection point at which the power produced by the solar power plant is injected into the grid at 11/22/33 kV at voltage level.

For Interstate Generator - Delivery point shall be at Maharashtra State Periphery.

3. **OPEN ACCESS**

- 3.1 **For inter-state generators** -Transmission Charges, all open access charges i.e. CTU charges, RLDC Charges, open access application fee, any other charges and transmission losses up to delivery point (including the delivery point), if any, shall be borne by the Seller and the same beyond the delivery point shall be borne by the procurer.
- 3.2 **For intra – state generators** – STU Transmission Charges, all open access charges i.e. SLDC Charges, open access application fee including SLDC Consent/Application fee, any other charges and transmission losses beyond the delivery point if any, shall be borne by the procurer.
- 3.3 The Seller shall be responsible for making application under short term open access for the entire Contracted Capacity within applicable timelines as approved by MERC/CERC failing which the EMD provided by the Seller shall stand forfeited.
- 3.4 The Seller shall be responsible to seek necessary open access approvals from the competent authority, for scheduling of Contracted Capacity up to the delivery point and also beyond delivery point, wherever necessary, at its own cost, risk and consequence and ensure the commencement of supply from Scheduled Delivery Date.
- 3.5 **Supply from Alternate Sources:** If at any time the Seller is unable to supply the Contracted Capacity power to the Procurer from the Delivery Point except due to a Force Majeure Event, specified under clause 11 below, the Seller shall source and supply the deficit power from any alternative source to

meet its obligations under this Agreement, subject to obtaining all requisite regulatory approvals in connection with same prior to commencement of the delivery of such deficit capacity. However, all such deficit power shall be supplied at the same tariff and charges as provided hereunder and any open access charges and other incidental charges, including but not limited to application fees for open access, RLDC/SLDC charges, etc., applicable from the alternative source of power supply are higher than the applicable Open Access Charges from Delivery Point to Procurer periphery, the Seller would be liable to bear such additional charges. Also, if the power is being supplied through alternate source, any additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of the Seller. The seller shall provide the procurer prior written intimation of any quantities of power supply through alternate source, along with reasons such procurement from such alternate source and the estimated time frame when the supply shall be restored from the source originally designated by the seller. Failure to do so of such arrangement shall not be considered as force majeure during the contract period.

4 COMMENCEMENT, SCHEDULING AND ENERGY ACCOUNTING

- 4.1 The Seller shall be responsible to commence supply of power as per Point No.1 in accordance with the provisions of this Agreement. The scheduling and dispatch of power shall be as per relevant provision of IEGC/SEGC and as per relevant orders /regulations of CERC/MERC.
- 4.2 The period of contract shall be from **1st July 2025 to 30th June 2026** Open Access approval to be sought from STU/SLDC or any other concerned authority by the procurer himself.
- 4.3 Energy delivery measurement and accounting will be in accordance with the norms stated by **CTU/STU/RLDC/SLDC**.

5 BILLING AND PAYMENT

- 5.1 Monthly Billing - For the supply of power during a calendar month, the seller will be raising the bills on a monthly basis. For the avoidance of doubt due date for payment of the bills shall be considered from the date of receipt of the monthly invoice hard copy/Soft copy from the Seller.
- 5.2 Seller shall raise Monthly energy bill for Solar energy supplied at Delivery Point based on Generation Credit Note (GCN)/ Joint Meter Reading (JMR) issued by MSEDCL/MSETCL /SLDC in line with RE DSM Regulations / DSM Regulations as amended from time to time.

The bill for liquidated damages for a month shall be raised only after end of that month.

- 5.3 The Procurer will make the payment to the seller within **30 days** from the date of submission of the energy bill in hard copy/soft copy which will be considered as due date of payment. In the event of the due date of payment being a Bank/ Public Holiday, the next working day shall be considered as the due date of payment. In case of timely payment of the Procurer, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.

- 5.4 In case a bidder/trader is supplying power through an interstate generator, bidder/trader shall raise monthly bills on provisional basis based on daily / implemented schedule issued by nodal RLDC. The provisional bills shall be subjected to final adjustment on 7th day of the month on the basis of final REA issued by concerned Regional Power Committee (RPC).
- 5.5 The procurer shall provide revolving letter of credit (LC) equivalent to **100%** of monthly power corresponding to contracted capacity (as defined in the PPA) at the tariff indicated in the PPA before actual approval of first schedule by SLDC. The letter of credit (LC) shall be opened prior to commencement of supply of power by the seller. The procurer may substitute the letter of credit by an unconditional and irrevocable bank guarantee of the same amount i.e., equivalent to 100% of the monthly energy corresponding to Contracted Capacity at the tariff indicated in PPA. The letter of credit (LC) will be valid for a period of 14 months, with an additional 1-month extension guarantee. In case of default in payment by the Due Date then the admitted amount shall be recovered through a Letter of Credit (LC) in part or full as per the claim documents submitted by successful bidder to the Issuing bank after the default has occurred.

6 REBATE FOR PROMPT PAYMENT BY PROCURER

- 6.1 A rebate @ 2 % shall be applicable on payment of Energy bill within 15 (fifteen) days of the receipt of the hard copy/Soft Copy of the bill and at the rate of 1 % when payment is being done within 16 to 30 days of receipt of hard copy/Soft copy of the bill as per clause 5.1. No rebate shall be applicable on payment of Open Access Bills.

7. SURCHARGE FOR LATE PAYMENT BY PROCURER

- 7.1 A late payment surcharge shall be applicable @ 12 % per annum on all the energy payment remaining outstanding for a period beyond 30 days from the date of receipt of bill. The surcharge shall be calculated on day-to-day basis.
- 7.2 A late payment surcharge shall be applicable @ 12 % per annum on all the Open Access payment remaining outstanding for a period beyond 30 days from the date of receipt of bill. The surcharge shall be calculated on day-to-day basis.

8. CONTRACT PERFORMANCE GUARANTEE (CPG)

- 8.1 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 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.
- 8.2 The CPG is in the form of Bank Guarantee issued by any Nationalized /Scheduled Bank and is valid for the entire Contract Period with a claim period of one month after expiry of the Contract Period.
- 8.3 The failure by the Seller to furnish / maintain the CPG during the entire Contract Period shall deemed to be a material breach of this Agreement by the Seller.

8.4 The CPG provided by the Seller shall stand forfeited, encashed and appropriated by the Procurer as liquidated damages without prejudice to its other rights under this Agreement or applicable laws, for non-performance of any contractual obligations by the Seller specified hereunder or under the applicable law, including failure to commence supply of power on the Scheduled Delivery Date.

8.5 8.5. The CPG shall be released **30 (thirty) days** after completion of Contract Period, provided and only after the Seller has fulfilled all its obligations under this Agreement. The return or release of the CPG shall be without prejudice to other rights of the Procurer under this Agreement and/or applicable laws.

9. 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 contracted 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:

- i. twice the Tariff as per the PPA for the corresponding contracted power; and
- ii. 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 10 (Payment for liquidated damages for failure to supply instructed capacity) of this Agreement.

10. PAYMENT FOR LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY

For Intrastate Generator

10.1 Both parties would ensure that actual scheduling does not deviate by more than 15% of the Scheduled power as per the approved power scheduled before one day of actual power supply for the next day.

10.2 In case deviation from the Procurer side is more than 15% of Scheduled energy for which open access power and scheduled before one day of actual power supply for the next day 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.

10.3 In case deviation from the Seller side is more than 15% of Scheduled energy for which open access has power and scheduled before one day of actual power supply for the next day seller 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.

For interstate Generator:

- 10.4** Seller has to declare their monthly contracted energy during the bid submission, and both the parties would ensure that the actual schedule does not deviate by more than 15% of the contracted energy on monthly basis.
- 10.5** In case deviation from the Procure side more than 15% of contracted energy, than Procurer shall pay the compensation to Seller at 20% of the tariff per unit for the quantum of shortfall in beyond the 15%.
- 10.6** In case deviation from the Seller side more than 15% of contracted energy, than Seller shall pay the compensation to Buyer at 20% of the tariff per unit for the quantum of shortfall in beyond the 15%.

11. FORCE MAJEURE

A force Majeure event (Force Majeure Event) shall mean the occurrence of any of the following events:

- 11.1** Any restriction imposed by RLDC/SLDC in scheduling of power due to break down of Transmission /Grid constraint shall be treated as "Force Majeure" without any liability on either side.
- 11.2** Any 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 or pandemic situation causing disruption of the system.
- 11.3** 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.
- 11.4** Procurer would return the CPG in case of non-availability of transmission corridor during the contract period.
- 11.5** The Contracted Capacity will be treated as deemed reduced for the period of transmission constraints. The non/part availability of transmission corridor should be certified by concerned RLDC/SLDC.
- 11.6** It is hereby clarified and confirmed that any request by the Seller for reduction of supply of the Contracted Capacity owing to machine breakdowns or unforeseen conditions of generating companies shall under no circumstances be treated as a Force Majeure event.
- 11.7** The party whose obligations are affected by any Force Majeure event shall promptly notify the other party in writing with full particulars of such Force Majeure event, including the date of first occurrence, and also keep the other party informed of any further developments as the earliest. The affected party shall use all its efforts to mitigate or limit the effect of such event of Force

Majeure and arrange and assist the other party in restoration/continuance of performance of the affected party's obligations through any alternate sources, if required, at the earliest.

11.8 Nothing stated herein shall affect those obligations and duties of the party claiming delay in performance due to any Force Majeure Event, which obligations and duties are not affected by any Force Majeure condition and the affected party shall continue to perform such non-affected obligations in a timely fashion and any delays in performance of such non-affected obligations shall constitute material breach of the terms of this Agreement.

11.9 Should any performance of the obligations of the party claiming Force Majeure be prevented, restricted, delayed or interfered with due to any of the events mentioned hereunder, for a continuous period of 2 (two) days then the other party hereto may at its discretion terminate this Agreement without any liability for breach thereof and its own discretion, engage any third party to provide the Contracted Capacity during the pendency of the Force Majeure Event.

12. COMPLIANCE

12.1 The Seller represents and warrants that it complies with and shall, during the term of this Agreement, comply with the provisions of the applicable laws regarding availability, dispatch and any variation between scheduled energy and actual energy at the Delivery Point shall be accounted for through unscheduled interchange as per the provisions of the applicable grid code and Unscheduled Interchange regulations issued by Central Electricity Regulatory Commission (**CERC**)/ Maharashtra Electricity Regulatory Commission (**MERC**) from time to time.

13. RISK ALLOCATION

13.1 The Seller shall have to apply for short term open access on monthly basis during the entire contracted period, failing which the contracted performance guarantee (CPG) on pro rata basis shall be forfeited.

14. MUTUAL REPRESENTATIONS AND WARRANTIES

14.1 Each party hereto represents, warrants and covenants to the other that:

14.2 It has the full capacity, power and authority to enter into this Agreement and to carry on and perform its obligations hereunder; and during the continuance of this Agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein;

14.3 The execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party;

14.4 There are no action(s) or proceeding(s) pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that:

could impact upon its right, power and authority to enter into this Agreement, or to otherwise carry out its obligations hereunder;

Or

i. might have an adverse effect on its business or condition, financial or otherwise that would impact its ability to perform its obligations under this Agreement.

15. SELLER REPRESENTATIONS AND WARRANTIES

The Seller hereby represents and warrants to the Procurer that the Seller has not provided any inaccurate or misleading information or statements in the bid responses to the RFP documents provided by the Seller to the Procurer and all the confirmations, undertakings, declarations and representations made in its bid responses to the RFP documents are true and accurate and that the Seller has all requisite permits and consents and equipment's and facilities to perform its obligations under this Agreement for the entire Contract Period.

16. TERM AND TERMINATION

16.1 *Term*: This Agreement shall commence from Scheduled delivery date or signing of PPA whichever is earlier and shall be valid for the entire Contract Period (1st July 2025 to 30th June 2026), unless terminated earlier.

16.2 *Termination by Procurer*: The Seller understands and agrees that the Procurer shall be entitled to terminate this Agreement without any prior notice to the Seller and without liability, in the event

- a. Any statements, representations or warranties provided by the Seller in its bid responses to the RFP documents or hereunder are found to be untrue, false or inaccurate at any time, or
- b. The Seller's license/permission to supply power is terminated or adversely affected such that in the opinion of the Procurer, the Seller is unable to comply with its obligations hereunder, or
- c. The Seller is restrained or prohibited or temporarily or permanently from supplying power pursuant to orders of any regulatory authority or court.

17. ARBITRATION

17.1 Where any dispute arises claiming any changes in or regarding determination of tariff or any tariff related matters or which partly or wholly could result in change in tariff such disputes shall be adjudicated by the Appropriate Commission.

17.2 All other dispute shall be resolved by arbitration conducted a sole arbitrator under the provisions Indian Arbitration and Conciliation Act 1996. The sole arbitrator shall be appointed mutually by both the parties, failing which the arbitrator will be appointed in accordance with the

provisions of the Act. The venue of such Arbitration shall be Mumbai, India and the arbitration proceedings shall be conducted in English language.

17.3 The decision of the arbitrator shall be in writing and shall be final and binding on the parties. The parties agree that the arbitration proceedings shall be kept confidential, but that judgment on any award may be entered in, and enforced by, any court having jurisdiction. Each party shall be responsible for its own costs, however, the arbitrators shall have the authority to award costs of the arbitration, including attorney's fees, to the prevailing party.

17.4 Nothing herein shall prohibit either party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of its confidential information or from bringing and pursuing legal action to specifically enforce the provisions of this clause 16.

17.5 Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under the contract.

18. GOVERNING LAW

18.1 All matters arising out of or in conjunction with the PPA shall be governed by and construed in accordance with Indian law and the courts of Mumbai, Maharashtra State shall be the exclusive jurisdiction.

19. CONFIDENTIALITY

19.1 The Parties undertake to hold in confidence this Agreement and RFP documents and shall not to disclose the terms and conditions of the transaction contemplated hereby to any third parties, except to their professional advisors or their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or in case of any disclosures required to any regulatory authorities under any applicable law with prior intimation to the disclosing party.

20. ASSIGNMENT

20.1 The Parties shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of the other party. Provided that, such consent shall not be required in the event the Procurer seeks to transfer all of its rights and obligations under this Agreement to a transferee with the prior approval of the regulatory authorities, including assignment to a transferee being either the owner or operator of all or substantially all of the distribution system of the Procurer and/or being the successor entity of the Procurer and this Agreement shall continue to remain valid and binding on such successor.

21. NOTICES

All notices to be given under this Agreement shall be in writing and in the English Language and must be delivered by hand delivery or sent by registered post, courier, e-mail or telefax to the addresses of the parties stated below:

Address of Procurer

M/s SEZ Bio-Tech Services Pvt Ltd Address **SEZ Bio-Tech Services Pvt Ltd**
212/2, Off Soli Poonawalla Road,
Hadapsar Pune, Maharashtra 411028
Email: legal@eropower.in

Address of Seller

XXX
XXX
XXXXXX
Email : XX.XX@XX.XXXX

22. INDEPENDENT CONTRACTORS

- 22.1** The relationship hereby established between the parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to constitute an agency, partnership or joint venture between the parties. Neither party to this Agreement is authorized to incur any obligation and liability for and on behalf of the other and no party shall be liable for any obligation and or liability incurred by the other party.

23. NO WAIVER

- 23.1** Any failure or delay by a party to take any action with respect to a breach of this agreement or a default by any other party shall not constitute a waiver of the former party's right to enforce any provision of this agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any party of any breach or failure to comply with any provision of this Agreement by a party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, unless any such waiver has been consented to by the other party in writing.

24. AMENDMENTS

- 24.1** This Agreement may only be amended or supplemented by a written agreement between the Parties after obtaining the biale of the Maharashtra State Electricity Regulatory Commission, where necessary.

25. ENTIRE AGREEMENT

- 25.1** This Agreement, together with the RFP, shall constitute the entire understanding and agreement between the parties and supersedes all previous agreements, discussions, negotiations, letters, proposals and promises (including, without limitation, communications

previously exchanged between the parties and/or oral discussions between the parties) between the parties hereto with respect to the subject matter

hereof, whether written or oral, all of which shall not have any further force or effect.

26. SEVERABILITY

26.1 If any Clause or paragraph, or part thereof, of this Agreement is rendered invalid, ruled illegal by any court of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties that the remainder of the Agreement shall not be affected thereby.

27. AUTHORIZED SIGNATORIES

27.1 The parties represent and warrant that the signatories executing this Agreement for and on behalf of the parties are duly authorized to execute this Agreement and to bind the parties hereto.

In witness whereof the duly authorized representatives of the Parties have signed on the day and year first hereinbefore written.

For and on behalf of Seller

For and on behalf of the Procurer

**Name of the Authorized Signatory
Designation**

**Name of the Authorized Signatory
Designation**