



RELIANCE INDUSTRIES LIMITED

Expression of Interest

for

Procurement of Renewable Energy

Under Short Term basis

To

Reliance Industries Limited

In

Gujarat and Maharashtra

Reliance Industries Limited

Reliance Corporate Park, Thane-Belapur Road, Ghansoli, Navi Mumbai -
400701

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Expression of Interest

- 1.0 Reliance Industries Limited (RIL), Navi Mumbai invites Expression of Interest (EOI) for procurement of renewable energy from Generators, IPPs, DISCOMS, CPPs & Traders having valid Inter/Intra State Trading License issued by the Central Electricity Regulatory Commission (CERC) or State Electricity Regulatory Commissions(SERC) for interstate and/or intrastate trading of energy for meeting its RPO.
- 2.0 The power will be supplied at various plant locations in Gujarat and Maharashtra.
- 3.0 Details of power requirement is mentioned in the table below:

Period	Solar (MW)	Non-Solar (MW)
1 st April 2019 to 31 st March 2020	55	90

Note: Around 90% of power to be supplied to two sites in Gujarat. Exact quantum shall be finalized during signing of PPA.

- 4.0 Bid submission Details:

1.	EOI Submission Address	Kind Attn.: Shri Ashok Singh Block 7B, Second Floor, Reliance Corporate Park, Thane-Belapur Road, Ghansoli, Navi Mumbai - 400701
2.	Email address for EOI submission	Ashok3.Singh@ril.com
3.	Last date for submission of Bids	25 th March, 2019 16:00 Hours

- 5.0 RIL reserves the right to increase/decrease the quantum mentioned in the above table as per its requirement before placing the LOA to successful bidder(s).
- 6.0 Bids, in requisite formats, should reach the mentioned address or to the mentioned E-Mail ID on or before the last date of Bid submission.
- 7.0 RIL reserves the right to reject any or all bids or to accept any bid in full or in part, as may be decided by RIL, without assigning any reason whatsoever.

General Terms and Conditions

1. Introduction:

RIL is in the business of Refinery, Petrochemicals, Telecom and Retails. RIL is having two of its manufacturing Plants in Gujarat and Maharashtra. RIL is inviting EOI from Generators, IPPs, CPPs & Traders having valid Inter State/Intrastate Trading License issued by CERC/SERCs for trading of energy for supply of Renewable Energy for meeting its RPO requirements at the two plants.

2. Renewable Energy Requirement:

2.1 RIL requires the Renewable Power (Solar and Non-Solar) at both the locations as per details provided below:

Period	Solar (MW)	Non-Solar (MW)
1 st April 2019 to 31 st March 2020	55	90

Note: Around 90% of power to be supplied to two sites in Gujarat. Exact quantum shall be finalized during signing of PPA.

3. Delivery Points:

3.1 Power will be supplied at various plants locations within Gujarat and Maharashtra connected directly to Transmission Network in respective States.

3.2 Successful Bidder shall supply power the respective State periphery.

4. Bid Requirements:

4.1 All bidders must provide the details of source of power in the prescribed formats.

4.2 Offers from traders duly accompanied by details of the respective source(s) and confirmation from Generators shall only be considered.

4.3 The Traders submitting bids should have a valid license from the CERC or SERC for Inter-State/Intra-State trading of Electricity. The trader is also required to submit a photocopy of the same along with the bid.

4.4 The Bidders shall indicate the quantum (MW) which it is ready to supply at delivery point..

4.5 The Bids shall be valid for at least 30 days from the last date of submission. The Bid validity may be extended further by the Bidders, at their own discretion, based on request from RIL.

5. Price Bid submission

5.1 The Bidder shall quote the Price Bid (in Rs./kWh) for the energy to be supplied at Delivery Points in the prescribed Formats only. The price bids not submitted as per the format are liable to be rejected by RIL.

5.2 The Price Bid should be on firm basis only and there shall be no change in the Price during the contractual period.

5.3 The Price Bid shall be inclusive of all Open Access charges such as transmission charges (POC Injection & Withdrawal charges), transmission losses (POC Injection & Withdrawal losses), RLDC/SLDC charges, application/concurrence charges, or any other charges covered under Open Access Regulations notified by Central//Gujarat Electricity Regulatory Commission / Maharashtra Electricity Regulatory Commission (CERC//GERC/MERC) and the procedure for Open Access stipulated by the Central/State Transmission Utility (CTU/STU) (as amended up to date), including GST, if any, applicable on such charges.

5.4 The Price Bid shall be exclusive of any taxes and levies such as Electricity Duty. Cross-subsidy surcharge, and Additional Surcharge.

5.5 RIL shall not be liable to pay any other charges up to delivery point except for the charges of energy delivered at Delivery Points and except for the charges as specifically agreed by RIL in this document.

5.6 Energy charge to be paid by RIL shall be based on the actual Scheduled Energy as approved by the Gujarat/Maharashtra SLDC. Bidder will be responsible for any Deviation and the resultant settlement with SLDC/RLDC.

5.7 If the Price Bid is conditional with any deviation to the terms and conditions herein, RIL reserves the right to accept or reject such Price Bid without assigning any reasons thereof.

6. Open Access and Scheduling

Successful bidder(s) shall be responsible for getting all the requisite Open Access permissions as per the latest open access Regulations/Guidelines in vogue and will be responsible for day to day scheduling of the energy.

7. Bid Evaluation

7.1 All the Bids which are meeting the minimum requirement of power supply shall be considered further.

7.2 Bids which are not submitted as per the requisite formats and / or not in line with the major terms and conditions as per this documents, are liable to be rejected.

7.3 RIL may select one or more Bidder as Selected Bidder(s) for the supply of Power at agreed Power and for agreed quantum.

7.4 RIL may reject any or all the Bids, without assigning any reasons thereof.

8. Letter of Award (LOA):

RIL will issue an LOA, as per the mutually agreed tariff and terms & conditions, to the successful bidder(s) as soon as the successful bidders are decided.

9. Power Purchase Agreement (PPA):

The successful bidder(s) shall have to enter into a Power Purchase Agreement(PPA) with mentioned Terms and Conditions of this document and as per annexed Draft PPA Term Sheet, unless otherwise agreed by both parties, within 15 (fifteen) days from the date of LOA.

10. Disclaimer:

This document shall not be construed as an offer and RIL shall not be bound to purchase energy from any bidder pursuant to this document. RIL reserves the right to modify or withdraw from the process initiated by it. RIL also reserves the right to reject any or all bids, or any portion of a specific bid without assigning any reasons thereof. RIL reserves the right to enter into PPA with one or more of the bidders. RIL assumes no obligation to provide a reason for rejection of a bidders' bid in full or in part.

Annexure – 1

Bidder Company Information and Power Source details

1. Name of Bidder:
2. Whether Generator / Trader / Any other:
3. Complete Address of the Bidder
4. Contact Person Details:
 - a. Full Name
 - b. Email
 - c. Contact Numbers: Office no - _____ Mobile no- _____
5. Source of Power
 - a. Plant Name
 - b. Location(s) (Please provides geographical coordinates of the Plant)
 - c. Capacity
 - d. Ownership of Plant
 - e. Connectivity with Grid (Voltage Level and connectivity level at STU/CTU/Discom
6. Please attach following documents:
 - a. Certification of Incorporation
 - b. Copy of Trading License, if applicable
 - c. Copy of PAN card
 - d. Copy of GST certificate.

Signature of the Authorized Representative with Company Seal

Name : _____

Designation: _____

Annexure – 2
Price Bid Format

Sr No	Particular	Values	
		Gujarat	Maharashtra
1	Solar Energy		
1.1	Quantum at Delivery Point (MW)		
1.2	Source (Location)		
1.3	Period		
1.4	Guaranteed PLF		
1.5	Guaranteed Total Monthly Units (Mus) at Injection Point.		
1.6	Price (Rs/kWh)		
2	Non-Solar Energy		
2.1	Quantum at Delivery Point (MW)		
2.2	Source (Location)		
2.3	Period		
2.4	PLF		
2.5	Total Monthly Units (Mus)		
2.6	Price (Rs/kWh)		

Note:

1. Rates at Delivery Points shall include trader margin and all applicable Open access charges.
2. Price shall be firm for the quoted period and shall not be subjected to change due to any reason.
3. Bidders are requested to provide month-wise, Generation, PLF and Million units at Injection Point

Signature of the Authorized Representative with Company Seal

Name: _____

Designation: _____

Annexure – 3

**Draft Term Sheet
for
Power Purchase Agreement
for
Procurement of Renewable Energy
On Short Term Basis**

Sr No	PPA Clause	Description
1	Effective Date	The Effective Date will be the date signing of the Agreement.
2	Contracted Capacity	[_____] MW of Solar/Wind/Biomass Power from [date] to [date] at Quoted PLF [___]%
3	Delivery Point	State periphery at respective States.
4	Tariff	The Tariff shall be Rs [_____] per kWh. Tariff is inclusive of all charges, including Open access charges and taxes and duties levied up to Delivery Point. The Tariff shall be payable on the energy Scheduled at Delivery Point on the basis of final Schedule of Gujarat SLDC.
5	Open Access Charges	Open Access charges such as transmission charges (POC Injection & Withdrawal charges), transmission losses (POC Injection & Withdrawal losses), RLDC/SLDC charges, application/concurrence charges, or any other charges covered under Open Access Regulations notified by Central//Gujarat Electricity Regulatory Commission / Maharashtra Electricity Regulatory Commission(CERC//GERC/MERC) and the procedure for Open Access stipulated by the Central/State Transmission Utility (CTU/STU) (as amended up to date), including GST/any other taxes and duties, if any, applicable on such charges shall be borne by the Seller. Seller shall be responsible for approvals, permissions, clearances etc. from Statutory Bodies, Utilities, Government Authorities, SLDC/RLDC and any other Authority required for completion of Sale of Power under this PPA.
6	Scheduling and Dispatch of Power	Seller shall be responsible for all Scheduling activities as per present Regulations.
7	Billing Cycle	Seller shall raise Invoice based on actual energy as per approved scheduled by SLDC/RLDC on monthly basis.
8	Due Date	Buyer will pay to Seller the Invoice within 7 days from the receipt of correct Invoice.
9	Surcharge	Buyer will pay a surcharge of 18% per annum for any delay in payment beyond the Due Date.
10	Force Majeure	Neither party shall be in breach of its obligations pursuant to this understanding to the extent that the performance of its obligation was prevented, hindered or delayed due to Force Majeure Event, and without in any way prejudicing the obligation of either party to make payments of amounts accrued prior to the occurrence of the event of Force Majeure, which shall be payable on the original Due Date. Force Majeure events shall include but not limited to: a) Act of war, invasions, armed conflict, blockade, revolution, strikes, riot, insurrection, or civil commotion, terrorism, sabotage, fire or criminal damage.

		<p>b) Act of God, including fire, lighting, cyclone, typhoon, tidal wave, storm, earthquake, landslide, epidemic or similar cataclysmic event.</p> <p>c) Non grant of open access by SLDC for reasons other than attributable to actions/omissions of Generator or trader.</p> <p>d) Any curtailment / suspension/non-availability of transmission capacity imposed by any Intervening RLDCs.</p>
11	Revision of Schedule	<p>In case of revision /cancellation of Op-n Access, the party seeking such revision / cancellation shall bear all the Open Access charges.</p> <p>Any statutory/ regulatory changes including open access charges/ losses, duties, etc. will be absorbed by Buyer.</p>
12	Arbitration and Governing Law	<p>Arbitration shall be carried out in accordance with the Indian Arbitration and Conciliation Act, 1996.</p> <p>The venue of Arbitration shall be Mumbai, India.</p> <p>The Agreement will be governed in accordance with the governing law in the state of Gujarat.</p>
13	Take or Pay	<p>For any short fall of supply below 85% of the Contracted Capacity at Quoted PLF, Seller shall pay Buyer Rs 1.5 per kWh on the short fall quantity. Similarly, in case of short of consumption below 85% of the Contracted Capacity at Quoted PLF, Buyer shall pay to Seller Rs 1.5 per kWh on the short fall quantity.</p>
14	Termination	<p>Either Party reserves the right to terminate the Agreement in case of default, non-compliance of terms and conditions of the Agreement by other Party. However, party seeking such termination shall be liable for payment of Open Access charges, Open Access Cancellation charges on account of such termination. The parties shall remain liable for all acts/deeds/transactions undertaken or done before the date of termination of this agreement</p>
15	Assignment	<p>Neither Party shall assign the whole or any part of its rights and obligations under the Agreement directly or indirectly without the prior written consent of the other Party.</p>
16	Indemnity	<p>Each of the Parties (the Indemnifying Party hereby agrees to indemnify, defend and hold the other Party, their affiliates and their officers, representatives, directors and employees (collectively, the "Indemnified Party harmless from and against any and all suits, actions, proceedings, obligations, debts, fines, fees, penalties, demands, charges, judgments, awards, amounts paid in settlement, losses, liabilities, claims, damages, costs and expenses (including legal fees, disbursements and other costs of defense in connection therewith) (collectively, the "Losses incurred or suffered by the</p>

		Indemnified Party which directly arise out of, result from or may be payable by virtue of the Indemnifying Party having entered into this Agreement
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