

TENDER SPECIFICATION(RfP)

For

Procurement of Power on Short Term Basis

By

TAMIL NADU POWER DISTRIBUTION CORPORATION LTD.

This Document Contains:

- 1. Notice Inviting Tender (NIT)**
- 2. General Terms and Conditions for procurement of power**

E-TENDER NOTICE : TNPDC/SHORT Term/ PP-45/2026-2027

Issued by

Chief Engineer /Private Power Projects,

TNPDC,

144, Anna Salai,

6th Floor NPKRR Maaligai,

Chennai - 600 002.

e-mail: ceipp@tnebnet.org

Office of CHIEF ENGINEER/PPP, 144, Anna Salai, Chennai-600 002

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E-TENDER NOTICE :TNPDC/SHORT/PP-45/2026-2027

Tamil Nadu Power Distribution Corporation Ltd (TNPDC) erstwhile TANGEDCO, incorporated under the Companies Act 1956 and one of the successor entities of Tamil Nadu Electricity Board (TNEB) and engaged in the business of Generation, Distribution etc and a Distribution Licensee in the State of Tamil Nadu, herein after referred to as the "Procurer", acting through Chief Engineer/Private Power Projects, 6th Floor NPKRR Maaligai, No. 144, Anna Salai, Chennai-2, invites bids for procurement of 1500MW power during morning peak hours (00 - 02 hrs) and 3000MW for evening peak hours (18-24 hrs) for the period from 12.10.2026 to 31.10.2026 from both interstate and intrastate generators.

Bidding will be done as per the revised guidelines for short term procurement of power notified by the Ministry of Power vide resolution dated 30.03.2016 and as per amendments dated:21.02.2022 through e-Bidding portal (DEEP) only and subsequent amendments thereof are applicable to this tender specification. The link for the e-Bidding portal is www.mstcecommerce.com, and is also available on the website of Ministry of Power (www.powermin.nic.in) and PFC Consulting Ltd (www.pfcclindia.com). Bidders are requested to familiarize the revised guidelines notified by the Ministry of Power on 30.03.2016 and as per amendment dated 21.02.2022, terms and conditions of NIT and applicable laws, regulations and any other matter considered to be relevant to this tender carefully before submitting the offer.

The terms and conditions of NIT and time lines may be referred in RfP.

CHIEF ENGINEER
Private Power Projects

NOTICE INVITING TENDER FOR SHORT TERM PURCHASE
BY TNPDC

Sl. No	Period	Timings in hrs	Quantum in MW	Delivery Point
1.	12.10.2026 to 31.10.2026	00:00 to 02:00 hrs	1500	TN State periphery
2.	12.10.2026 to 31.10.2026	18:00 to 24:00 hrs	3000	TN State periphery

**** Minimum bid quantum from each source shall be 100 MW**

1.	Cost of Tender Processing fee by RTGS/NEFT to TNPDC account. The proof of having paid the Tender Processing Fee shall be uploaded along with the bid.	Rs. 10,000/- plus 18% GST (Apart from EMD)
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Sl. No.	Event (Tender no.45 of 2027)	Date and Time
1.	Publication of request for proposal (RfP)/Activation of Event	06.10.2026
2.	Due date of time of submission of RfP	09.10.2026/12.00 hrs
3.	Opening of non financial bids	09.10.2026/13.00 hrs
4.	Opening of IPOs	10.10.2026/11.00 hrs
5.	Start of eRA	10.10.2026/13.00 hrs
6.	Close of eRA	10.10.2026/15.00 hrs

REQUEST FOR PROPOSAL (RfP) FOR TNPDC/SHORT /PP-45/2026-2027

1. Eligibility:

- (i) In case of Interstate source, generating companies / Electricity Trader having valid trading license issued by CERC as defined in Electricity Act, 2003 are eligible.
- (ii) In case of Intrastate source (within the State of Tamil Nadu), generating companies / Electricity Traders having valid trading license issued by ERC as defined in Electricity Act, 2003 are eligible.

- (iii) The source from which the supply is offered under this tender should have achieved COD and shall be in commercial operation on the date of submission of tender.
- (iv) The Companies already having PPAs (Long Term/Medium Term/Short term) with TNPDCCL or any other entity cannot offer the already committed power in this tender.

2. Requirement:

Sl. No	Period	Timings in hrs	Quantum in MW	Delivery Point
1.	12.10.2026 to 31.10.2026	00:00 to 02:00 hrs	1500	TN State periphery
2.	12.10.2026 to 31.10.2026	18:00 to 24:00 hrs	3000	TN State periphery

**** Minimum bid quantum from each source shall be 100 MW**

3. Submission of offer:

The Bidders shall submit the tender through e-Bidding portal (DEEP) only, before the time & date indicated in this tender document.

4. Tender Processing Fee:

Bidder shall pay a non-refundable Tender Processing Cost (TPC) of Rs.10,000/- (Rupees Ten Thousand only) Plus 18% GST by RTGS/NEFT to TNPDCCL account for source-wise. The proof of having paid the Tender Processing Fee shall be uploaded along with the bid. Cost of Tender Processing fee is Rs. 10,000/- Plus 18% GST.

5. e-Bidding Fee:

- (i) All the bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of Rs. 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 PFCCL. The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd. After 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 be refunded by PFCCL within seven (7) working days of completion of event without any interest.

- (ii) All the users of the e-Bidding portal shall require valid digital signatures to have access to the portal.

6. Earnest Money Deposit (EMD):

- a) The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000 per MW per calendar month on Round The Clock (30 days, 24 hours) basis in the form of Bank Guarantee / e-Bank Guarantee issued by any Nationalized / Scheduled Bank or Electronically Transfer through payment gateway provided by MSTC Ltd in the portal. Proof of having paid the EMD shall be uploaded along with the bid.
- b) The EMD will not carry any interest.
- c) The EMD of the successful bidders shall be refunded after furnishing the CPG.
- d) The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.

7. The EMD will be forfeited if,

- i) The bidder withdraws or modifies bid within bid validity period.
- ii) The contractual obligations are not fulfilled satisfactorily.
- iii) The documents furnished with the offer are found to be bogus or the documents contain false particulars.

8. Validity:

Validity of the bids shall be 7 days from the date of e-Reverse Auction process (excluding the date of e-RA).

9. Minimum Bid Quantum:

Bid capacity offered by the bidder shall be constant for the duration

of each requisition period. The minimum quantum of power to be supplied shall be 100 MW from each source.

10. Deviation of terms and conditions:

No deviation in commercial terms shall be considered/ accepted and the bids seeking deviations are liable to be rejected and TNPDC reserves right in this regard.

11. Delivery Point

(i) For interstate transmission of power, Tamil Nadu state periphery i.e the point at which the CTU network is connected to the intrastate transmission of Tamil Nadu will be taken as Delivery point for delivery of contracted capacity.

(ii) For intrastate transmission of power:

a) In case of STU connected intrastate source, interconnection point of seller with STU periphery i.e the point at which the sellers network is connected to the intrastate transmission of Tamil Nadu will be taken as Delivery point for delivery of contracted capacity.

b) In case of CTU connected intrastate source (within the State of Tamil Nadu), Tamil Nadu State periphery i.e the point at which the CTU network is connected to the intrastate transmission of Tamil Nadu will be taken as Delivery point for delivery of contracted capacity.

12. Tariff:

- (i)** The bidder shall quote single tariff up to three (3) decimals which shall include Capacity Charges, Energy Charges, Trading Margin (in case of bidder being a trader), all applicable transmission losses, all Load Despatch Centre charges, operating scheduling charges upto delivery point, Application/Concurrence charges and all taxes, Duties, Cess etc. imposed by Central Govt. / State Govt. / Local bodies.
- (ii)** Tariff shall be designated in Indian Rupees Only.

(iii) In case of Interstate source /CTU connected intrastate source:

a) In case of GNA

All intrastate charges & losses up to delivery point, interstate transmission losses (All India transmission loss), application/concurrence charges and any other charges covered in Open Access Regulations notified by CERC/State ERCs and the procedure for Open Access stipulated by the Central Transmission Utility (CTU) for supply of energy shall be included in the sale price and shall be borne by Seller/bidder during the entire contract period.

b) In case of T-GNA

All intrastate charges & losses up to delivery point, interstate transmission losses (All India transmission loss), all RLDC/SLDC operating and scheduling charges, application/concurrence charges and any other charges covered in Open Access Regulations notified by CERC/State ERCs and the procedure for Open Access stipulated by the Central Transmission Utility (CTU) for supply of energy shall be included in the sale price and shall be borne by Seller/bidder during the entire contract period.

Note 1: Reimbursement of TN Interstate transmission charges and TN intrastate transmission charges for CTU connected intrastate and Interstate sources shall be paid by Procurer and should not be included in the tariff in case of T-GNA.

Note 2: In case of GNA, there shall not be any reimbursement of TN interstate transmission charges as per GNA regulations.

In case of STU connected intrastate source:

The intrastate transmission losses & charges up to delivery point, application/concurrence charges and any other charges covered in Open Access Regulations notified by State ERCs and the

procedure for Open Access stipulated by the State Transmission Utility for supply of energy shall be included in the sale price and shall be borne by Seller/bidder during the entire contract period.

Note 1: TN intrastate transmission charges (beyond the delivery point) for STU connected source shall be borne by Procurer and should not be included in the tariff.

- (iv) Though the delivery point is Tamil Nadu State periphery, TN SLDC consent fee, scheduling and operating charges shall not be included in the tariff.
- (v) The tariff shall be constant and there shall be no escalation during the contractual period or later.

13. Change in Law:

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

14. TNPDCCL Right to accept/reject the bids:

TNPDCCL reserves its right to

- (i) Accept or reject any tender fully or partially.
- (ii) Alter the tendered quantum, tender period or both without assigning any reasons.
- (iii) Reject the tender, if the quoted tariff is not aligned to the prevailing market prices.
- (iv) It is also not binding on TNPDCCL to disclose any analysis report on tender.

15. Bidder's Right to accept/reject the offer:

Bidders can exercise their right to accept or reject the LOA under the grounds of modified quantum/period.

16. Acceptance:

- (i) Successful bidder will be issued Letter of Acceptance.

- (ii) Each successful Bidder shall unconditionally accept the Letter of Acceptance, and record on one copy of LOA, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder on each page of LOA and return such copy to the Procurer within 3 days or before commencement of scheduled start of supply. Failure to comply with this requirement within the stipulated period will be construed as the bidder withdrawing his bid and LOA issued by TNPDC shall stand automatically withdrawn. Their EMD will be forfeited.
- (iii) The LOA issued to the successful bidder and his unconditional acceptance shall be deemed as having entered into an agreement for purchasing accepted quantum of power for the duration / period as mentioned in the LOA and in the event of any commercial / operational dispute arises, the LOA and unconditional acceptance shall be treated as a legal document in the court of law.

17. UNREQUISITIONED/UNAUTHORISED INJECTION:

- i) Generators shall scrupulously adhere to the dispatch instruction given by TNSLDC.
- ii) Any injection over and above the dispatch instruction given by TNSLDC or injection of power without any valid LOA/contract will be treated as unauthorized injection.
- iii) No payment will be made for the supply of power over and above the dispatch instruction given by TNSLDC.
- iv) No payment will be made for the power injected in excess of their contracted quantum.
- v) No payment will be made for the unauthorized injection after expiry of contract period.

18. Scheduling:

In case of CTU connected sources, the scheduling and dispatch of the power shall be coordinated with the respective RLDCs as per the relevant provisions of IEGC and within the frame work of ABT and the decisions of RLDCs and RPCs.

The intrastate sources shall submit day ahead declaration of their capability for the next day to TNSLDC.

Whenever downward revision is required, TNSLDC will give instruction for downward revision for injection. All generators shall scrupulously adhere to TNSLDC's instruction.

19. Open Access:

TNPDCL allows the successful bidder to apply for STOA application on behalf of TNPDCL. The interstate / CTU connected intrastate source bidder shall be fully responsible for timely filing of open access application from each source before nodal RLDC and coordinate with relevant RLDC/SLDC so as to get the timely booking of open access corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short Term open access.

The Intra-state generators, immediately on award of contract shall apply for Open Access before TANTRANSCO for the entire duration of contract.

20. Reimbursement of TN Intra state Transmission charges: (for CTU Connected source)

The successful bidder/Trader, shall book the transmission corridor after making advance payment to the nodal RLDC towards open Access Charges in full. Bidder/Trader shall reimburse the concerned TN Intrastate transmission charges as per the amount paid to Nodal RLDC and raise invoice towards open access charges of TN Intrastate transmission charges to the Procurer and payment will be done within 7 working days (excluding the date of receipt).

In case of revision/cancellation of Open Access by seller, seller has to repay the amount of TN Intrastate transmission charges to the Procurer.

21. Billing and Payment terms:-

A. Billing Cycle: Bill shall be raised on weekly basis for the interstate generators/CTU connected Intra state source /monthly bill for STU connected intrastate generator.

a) For the power scheduled from Interstate generators and CTU connected intra state generators source: (weekly basis)

Supplier shall raise bills for the period from 1st to 8th, 9th to 15th, 16th to 23rd on or after 9th, 16th, 24th day of the month and for the period 24th to the end of the month shall be raised based on Regional Energy Account (REA). The supplier shall furnish the bill to the Chief Engineer/Private Power Projects, TNPDC Headquaters. If bill is received after working hours (17:15 Hrs), the next working day will be reckoned as the date of receipt of bill. If the bills are received on holidays/Sundays only the next working day shall be reckoned as the date of receipt of the bill for all payment purpose.

Note 1: The final bill (Energy bill + balance amount of Open Access charges) of the month shall be raised based on Regional Energy Account (REA) even if the contracts period ends before with in the days of month.

(b)For the power scheduled in the STU connected intrastate sources:

In case power injected from local generators in Tamil Nadu, the billing shall be done at the end of each calendar month during the contract period. The supplier shall furnish the bill to the Superintending Engineer of the EDC concerned (Jurisdiction in which the Generating plant is located) on any working day of the EDC office within the office working hours (17:15 hrs). If received after working hours, the bill shall be deemed to have been received on the following working day. If the bills are received on

holidays/Sundays only the next working day shall be reckoned as the date of receipt of the bill for all payment purpose.

- i)** The energy bills will be scrutinized, passed and paid by the Superintending Engineer/ Electricity Distribution Circle concerned.
- ii)** A copy of downloaded data for the relevant billing parameters shall be enclosed with the bill.
- iii)** The invoice shall be supported with statement of Block-wise contracted quantum in terms of energy, SLDC instruction, actual energy scheduled and Seller/Procurer deviation for each block and compensation for the entire month shall be claimed as Clause (25). The downloaded data shall be compared and checked with respect to LOA conditions and SLDC's instructions.
- iv)** The seller shall supply energy equivalent to the contracted quantum of power on First charge basis to TNPDC. The quantum of energy supplied by the generator to TNPDC network under this contract/agreement during 15 minutes block will be verified with respect to LOA conditions and SLDC's dispatch instructions. Billing cycle does not mean taking the initial and final reading of the month and making payment without checking 15 minute block wise injection with respect to LOA condition and SLDC's instructions. The energy pumped in over and above the SLDC's dispatch instruction will be treated as unrequisitioned power and no payment will be made.
- v)** If any abnormal variation is noticed, the same is to be recorded and intimated to all officials concerned of TNPDC/TANTRANSO.
- vi)** Any issues related to Energy Accounting shall be taken up by the Bidder with the SE/EDC concerned.
- vii)** For the purpose of energy accounting, each source will be accounted separately as accounting will be done at different circles with different injection points. Even if the same generator offers from more than one source, for the purpose of energy accounting, the contracted quantum means the power offered from each source. Compensation, if any will be calculated accordingly.

c) Payment Terms:-

- i)** The invoices raised by Interstate generators & CTU connected intrastate generators /Traders, will be settled from TNPDC Head Quarters.
- ii)** The invoices raised by STU connected intrastate generators/sellers will be settled by the respective Superintending Engineer/EDCs where generating plant is located.

iii) Due Date for Payment to Interstate generators/CTU connected intrastate generators:

The due date for payment of energy bills will be 15 days from the date of receipt (excluding the date of receipt) of bill in complete shape from the bidder. If the payment is made within 7 (seven) TNPDC working days from the date of receipt of invoice, TNPDC will avail 2% rebate on each weekly billed amount raised by the supplier or will avail 1% rebate on billed amount, if the payment is made within the due date. If 7th day and 15th day (Due date) happens to be a holiday for TNPDC /Banks, then payment will be made on the next working day for which TNPDC will avail the appropriate rebate. If payment is outstanding beyond the due date by TNPDC, then surcharge as applicable on daily basis @SBI'sPLR, but not exceeding 1.25% per month will be payable.

iv) Due Date for Payment to STU connected Intrastate generators:

The due date for payment of energy bills will be 30 days from the date of receipt (excluding the date of receipt) of bill in complete shape from the bidder. If the payment is made within 7 (seven) working days from the date of receipt of invoice TNPDC will avail 2% rebate on each monthly billed amount raised by the supplier or will avail 1% rebate on billed amount, if the payment is made within the due date. If, 7th working day or 30th day (Due date) happens to be a holiday for TNPDC / Banks, then payment will be made on the next working day for which TNPDC will avail the appropriate rebate. If payment is outstanding beyond the due date by TNPDC, then surcharge as applicable on daily basis @SBI'sPLR, but not exceeding 1.25% per month will be payable.

22. Alternate Source of Supply:

TNPDCL allows provision to supply from alternate source. If the power is being supplied through alternate source, additional charges and losses if any shall be to the account of bidder. Bidders have to furnish a letter obtained from alternate source giving consent for the timely schedule of power and get prior approval from TNPDCL a day before the scheduled date.

23. Consequences on Sale of Contracted Power to Third Party without consent of the Procurer:-

In case the Seller fails to offer the contracted power as per the Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Seller for an amount equal to the higher of : (a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per Para 6.4 (e) of existing guidelines, for failure to supply the Instructed Capacity.

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

24. Force Majeure:

No party shall be liable for any claim of any damage whatsoever arising out of failure to carry out the terms of the agreement due to the reasons governed by Force Majeure conditions as given below:

- i. 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.

- ii. Any of the events or circumstances or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lighting, flood ,cyclone, earthquake ,volcanic eruption, fire or land slide or acts of terrorism causing disruption of the system.
- iii. 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.
- iv. Where a non performing party is unable to perform its obligations under the above reasons of Force Majeure, the non performing party shall notify the other party within five days of the above occurrence of Force Majeure, identifying the nature of the event or circumstances of Force Majeure, the expected duration of such Force Majeure for which such obligations are expected to be affected.

25. Payment for Liquidated Damages for failure to supply the contracted capacity:-

Without prejudice to the provisions of force majeure, the Successful Bidder shall supply the full contracted quantum to TNPDCCL during the contract period. In case of failure by the Bidder to supply the requisitioned quantum or failure to off take by the procurer the following liquidated damages for failure to supply / off take the instructed capacity shall be levied.

- i. Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis.
- ii. In case deviation from procurer side is more than 15% of contracted energy for which open access has been allocated on monthly basis, procurer shall pay compensation at 20% of tariff per kwh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.

iii.In case deviation from seller side is more than 15% of contracted energy for which open access has been allocated on monthly basis, seller shall pay compensation to procurer at 20% of tariff per kwh for the quantum of short fall 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.

iv. Energy accounting to STU Connected Intrastate Generators:

The compensation will be arrived as explained below. The energy supplied into the grid will be verified for each 15 minute block with respect to LOA condition and TNSLDC's dispatch instruction. If TNSLDC dispatch is less than the contracted quantum, the deviation is accounted as Procurer/TNPDCL side deviation. If the supply by the generator/seller is less than the TNSLDC's dispatch instruction, then the deviation is accounted as seller /Generator side deviation. Whenever generator supplies less than the SLDC's dispatch instruction, TNPDCL/procurer side deviation will become nil during that period and generator side deviation alone will be accounted. The deviation will be calculated for each 15 minute block and summed up for the entire month and accordingly compensation will be levied monthly. Any excess injection over and above the SLDC's dispatch instruction will not be paid.

26. Modification such as additions / deletions:

After receipt of Letter of Acceptance from TNPDCL, the supplier has to stick on to the contracted quantum of power for delivery. Any revision in contracted quantum by the supplier will not be accepted. There will be no liability on payment for TNPDCL to pay the excess energy supplied by the suppliers on its own.

27. Resolution of Dispute:

If any dispute or difference of any kind whatsoever (Dispute) shall arise between the Parties in connection with this LOA/PPA, the parties shall resolve them by resorting to the following, in the order so mentioned.

- (a) Parties shall attempt to decide through mutual discussions within 30 days.
- (b) Wherein 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 Tamil Nadu Electricity Regulatory commission.
- (c) Notwithstanding the existence of any dispute, whether referred to the regulatory commission or not, the Parties hereto shall continue to perform their respective obligations under this Agreement throughout the Term of this Agreement.

28. Contract Performance Guarantee:

- a. 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.
- b. The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.
- c. In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- d. The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

29. Payment Security Mechanism:

Note to Interstate generators/CTU connected Intrastate and STU connected Intrastate generators:

Subject to contractor fulfilling his obligation under Contract Performance Guarantee, TNPDC shall provide revolving letter of credit (LC) equivalent to 100% of the **Weekly energy charges (8 days)**

corresponding to Contracted Capacity at the tariff indicated in LOA. LC shall be opened prior to commencement of supply of power.

The LC will be used only as a payment security mechanism. In the event payment is not made even after expiry of Due date as mentioned in payment clause of LOA, then the seller will have the right to realize the payment through Letter of credit.

30. Settlement of final bill:

The final bill settlement shall be based on REA issued by SRPC/ Energy Accounting by TNPDC and as reconciled between TNPDC and the seller on finalization of the respective Energy Accounts & Open access charges. In case, net amount is payable by the seller on final Reconciliation, then the same shall be paid by the seller/bill adjustment in the energy charges within fifteen days after completion of entire contract period. Surcharge at SBI's PLR, but not exceeding 1.25% per month shall be applicable on pro-rata basis for each day of delay thereafter.

31. Time line for important events:

Sl. No.	Event (Tender no.45 of 2027)	Date and Time
1.	Publication of request for proposal (RfP)/Activation of Event	06.10.2026
2.	Due date of time of submission of RfP	09.10.2026/12.00 hrs
3.	Opening of non financial bids	09.10.2026/13.00 hrs
4.	Opening of IPOs	10.10.2026/11.00 hrs
5.	Start of eRA	10.10.2026/13.00 hrs
6.	Close of eRA	10.10.2026/15.00 hrs

Note: No extension of time for submission of bids shall be allowed for any technical issues like non availability of web site, delay in uploading of document, etc.

32. Payment to TNPDC

Amount payable to TNPDC viz. Tender Processing Cost and EMD shall be paid through RTGS/NEFT to the following account.

Name of Beneficiary : Chief Financial Controller/General/TNPDC

Name of Bank : CANARA Bank,
800, Electricity Avenue, Mount Road,
Chennai – 600002.

Account Number : 0911201003004

MICR Code : 600015024

IFSC : CNRB0000911

Permanent Account No (PAN): AADCT4784E

33. Disclaimer

This NIT shall not be construed as an offer and TNPDC is not bound to purchase energy from any bidder pursuant to this NIT. TNPDC reserves the right to modify or withdraw the process initiated at any time without assigning any reasons thereof. TNPDC reserves the right to reject any or all bids, or any portion of specific bid for any reason. TNPDC assumes no obligation to provide reasons for rejection of a bidder's bid in full or part.

Sd/...06.10.2026
Chief Engineer/PPP
TNPDC

Format for EMD

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. Foreign entities submitting Bids are required to follow the applicable law in their country.)

The Tamil Nadu Power Distribution Corporation Limited, hereinafter referred to as the "Procurer", acting through Chief Engineer/PPP, 6th Floor, NPKRR Maaligai, 144, Anna Salai, Chennai -600 002., has issued a Tender TNPDC/SHORT/ PP-45/2026-2027 vide Tender / e-Tender notice dated ____ for Request for Proposal (RfP) towards the purchase of 1500MW power during morning peak hours (00 - 02 hrs) and 3000MW for evening peak hours (18-24 hrs) for the period from 12.10.2026 to 31.10.2026 from generating companies / Electricity Traders having valid trading license.

In consideration of (Insert name of the Bidder) submitting the Bid *inter alia* for supply of power on Short term basis through tariff based competitive bidding process for meeting the requirements of Procurer(s) in response to the RFP dated(Insert date of RFP) issued by Tamil Nadu Power Distribution Corporation Limited and such Procurer agreeing to consider the Bid of [Insert the name of the Bidder] as per the terms of the RFP, the (Insert name and address of the bank issuing the Bank Guarantee and address of the head office) (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to the Procurer[Insert Name of the Place from the address of Procurer] forthwith on demand in writing from the Procurer an amount not exceeding Rupees..... only[Rs:...../-], on behalf of M/s.[Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of BG in accordance with this RFP) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or

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alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the agreement.

Our liability under this Guarantee is restricted to Rupees..... only [Rs:...../-]. Our Guarantee shall remain in force till end of contract period i.e up to The procurer or its authorized representative shall be entitled to invoke this Guarantee up to 30 days of the last date of the validity of the Guarantee by issuance of the written demand to invoke this guarantee.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the Procurer or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require Tamil Nadu Power Distribution Corporation Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Chennai shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, the Procurer or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by [Insert "Procurer"], levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor 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 the Procurer to any entity to whom it is entitled to assign its rights and obligations under the RFP Documents.

The Guarantor Bank hereby agrees and acknowledges that Tamil Nadu Power Distribution Corporation Limited shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees..... only [Rs:...../-] and it shall remain in force until [Amount and Date to be inserted on the basis of Clause (6) of RfP], with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if "Procurer" serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of at

Witness:

- | | |
|-------------------|-----------------------------|
| 1. | Signature |
| Signature | |
| Name and address. | Name: |
| 2. | Designation with Bank Stamp |
| Signature | |
| Name and address | |