

Invitation for e-Tender for Procurement of power from Gas Based Power plants by NTPC Vidyut Vyapar Nigam Limited (Nodal Agency)

Request for Supply (RfS)

INTRODUCTION AND BACKGROUND

NTPC VIDYUT VYAPAR NIGAM LIMITED (hereinafter referred to as “NVVN”), a wholly Owned Subsidiary of NTPC Limited (Govt of India Enterprises) **has been nominated as a Nodal Agency to facilitate supply of 4000 MW power from Gas Based Power (GBP) plants during identified crunch period (10th April 23 to 16th May 23)**. This would ensure sufficient supply in the DAY AHEAD MARKET, which in turn is expected to have moderating effect on clearing price.

NVVN intends to select suitable bidders (the “Bidders”) whose Bid shall be opened on the date specified in this RfS and will be eligible for opening of Price Bids, followed by reverse auction and bucket filing for issuing letter of Award (LOA) through an open competitive bidding process in accordance with the procedure set out herein.

Supply of power from selected GBP plants to Day ahead Market shall commence not less than 7 days from the date of issue of Letter of Award (LoA). To give effect to such supply, the selected GBP plant shall offer the capacity to the nodal agency, which in turn shall offer it on any of the power exchanges, which have successfully operated Day Ahead Market consecutively for last 30 days for each time block.

The GBP plant connected to inter-state or intra-state transmission system participating in the bid shall have all necessary infrastructure in place and capability for scheduling, metering, accounting and settlement on a 15-minute time-block wise basis as specified in the Indian Electricity Grid Code (IEGC).

At inter-state level, in addition to IEGC, the GBP plant shall comply to the extant CERC Regulations as applicable from time to time. Intra-state grid connected entities participating in the bid shall comply to the IEGC and extant CERC Regulations in addition to the concerned SERC Regulations.

The GBP plant connected to inter-state or intra-state transmission system shall provide real time telemetry of the parameters as may be specified by the appropriate Load Dispatch Center (LDC) (RLDC/SLDC). All necessary infrastructure/arrangements shall be made by the bidder at its own expense. Failure to provide real time telemetry may lead to disqualification of the bidder.

(“Procurement of power from Gas Based Power Plants on competitive bidding basis during crunch period”)

Tender Specification No. NVVN\C&M\GBP\2022-23

Indicative timeline

Sr.	Event	Details
1	Publication of RfS	ZERO DATE
2	Last date and time for receiving queries on Bidding Document	ZERO DATE + 5 DAYS
3	Pre-Bid Meeting	ZERO DATE + 6 DAYS
4	Response to queries of potential bidders latest by	ZERO DATE + 9 DAYS
5	Last date and time of submission of application and bid (Bid Due Date)	ZERO DATE + 13 DAYS
6	Opening of Application to the extent of only qualification requirement	ZERO DATE + 13 DAYS
7	Intimation to shortlisted and qualified Bidders	ZERO DATE + 14 DAYS
8	Opening of Price Bids of qualified bidders	ZERO DATE + 15 DAYS
9	eRA and completion of bid evaluation process	ZERO DATE + 15 DAYS
10	Letter of Award (LoA) (to Selected Bidder(s))	ZERO DATE + 18 DAYS
11	Validity of Bids	30 days of Bid Due Date or as may be mutually extended
12	Signing of Agreement (between successful bidders and Nodal Agency based on allocated capacity)	Within 07 days from date of LoA
13	Bids to be submitted through	Bharat ETS Portal
14	Office inviting bids & Place of submission of EMD	NTPC Vidyut Vyapar Nigam Limited, 5 th Floor, Engineering Office Complex, A-8A, Sector -24, Noida -201301 (U.P.)

The link for Bharat ETS e-bidding portal is <https://www.bharat-electronictender.com> and the tender documents is also available on the website of Ministry of Power (www.powermin.nic.in) and NVVN ltd (www.nvvn.co.in).

1.0 QUALIFICATION CRITERIA

The Bid shall be opened subject to the following conditions and verification of bid / documents submitted by the bidder:

- 1.1 The Bidder should be a company, which shall be verified by Certificate of Incorporation as per clause 2.8 below.
- 1.2 The Bidder should be the owner of the Gas Based Power Station from where electricity shall be supplied as per clause 2.6 below.
- 1.3 If the capacity being offered is tied up in PPA, Bidder will inform the PPA beneficiaries for bidding of the power during the crunch period. Bidder shall also declare that no fixed charges shall be billed to PPA beneficiaries for the total contracted quantum for the contract period. Documents in support for the same shall be submitted as per Clause 2.4 below.
- 1.4 Bidder with untied capacity during identified crunch period shall submit documents in support of the same as per Clause 2.5 below.
- 1.5 Bidder shall submit bid for quantum of power during identified crunch period not exceeding the sum total of untied capacity and the capacity surrendered by the PPA beneficiaries.
- 1.6 The Power Station shall be required to meet the technical minimum capacity of not more than 40% and ramp rate of at least 1% in accordance with Indian Electricity Grid code (IEGC) and its amendments, Bidder shall submit affidavit for the same as per clause 2.6 below.
- 1.7 Gas based power plant connected to gas pipeline/grid are only eligible. Documents in support for the same shall be submitted as per Clause 2.6 below.
- 1.8 The GBP plant connected to inter-state or intra-state transmission system participating in the bid shall have all necessary infrastructure in place and capability for scheduling, metering, accounting and settlement on a 15-minute time-block wise basis as specified in the Indian Electricity Grid Code (IEGC). The grid connected entity (inter-state and intra-state) shall provide real time telemetry of the parameters as may be specified by the appropriate Load Despatch Center (LDC) (RLDC/SLDC). Documents in support for the same shall be submitted as per Clause 2.7 below.

2.0 DOCUMENTS REQUIRED FOR BID SUBMISSION

- 2.1 Bid Processing Fee as per **Clause 9.1**
- 2.2 Earnest Money Deposit/Bid Security as per **Clause 11.0 (Annexure I)**
- 2.3 Power of Attorney for signing and submission of bid.

2.4 If the capacity being offered is tied up in PPA, Bidder will inform the PPA beneficiaries for bidding of the power during the crunch period and shall not bill fixed charges for the contracted power during this contract period under this scheme (**Annexure II**).

2.5 Affidavit by bidder that they have untied capacity during identified crunch period (**Annexure IIA**).

2.6 Affidavit by bidder that they are owner of the GBP plant is connected to gas pipeline/grid and bidder will ensure a Technical Minimum and Ramp rate as per applicable provisions of IEGC 2010 and it's subsequent amendments thereof. (**Annexure III**)

2.7 Declaration regarding enablement of ABT compliant metering and telemetering. (**Annexure-IV**)

2.8 Certificate of Incorporation

2.9 No Deviation Certificate as per **Annexure V**.

3.0 Contract Period, Quantum of Power (MW) and tariff

Period	Total Required Quantum (MW)	Duration	Minimum Bid Quantity MW
10 th April 23-16 th May 23	4000	RTC	50

The Bidder shall offer power up to the quantum indicated in RfS Document on firm basis and shall not be less than 50 MW. Offer of less than 50 MW will result into non- responsiveness of bid.

Minimum Guaranteed Offtake during the identified crunch period for 4000 MW capacity shall be 1209.6 MU as specified in consultation with NLDC (8 hours at 4000 MW and 1600 MW for 16 hours per day for 21 days). This shall be applicable to individual selected bidders on proportionate basis. The technical minimum of each bidder for operation of Gas based plants shall be 40%.

The expected generation profile for a day shall be as identified by National Load Dispatch Centre (NLDC) on 3 days ahead basis for supply into the DAM and/or HP-DAM. This may be subject to revision as per inputs received from NLDC from time to time. Tentative Generation profile shall be as per Annexure IX.

4.0 TARIFF STRUCTURE

The tariff payable will be on Rs/kWh basis with two components - one called Variable charges linked to gas price (VCG) and other called Variable Charge not linked to gas price (VCNG).

4.1 Variable charges not linked to gas price (VCNG):

- a. VCNG shall be quoted by the seller in Rupees/kWh in the financial bid and shall take into account all losses (if any) and all other relevant charges including fuel transportation costs, taxes including VAT, fixed cost, transmission charges, Power Exchange (PX) Charges etc.
- b. VCNG will not be changed during the period of contract.
- c. Amount payable on account of VCNG shall be calculated based on Schedule generation in the PX as per following method:

Amount payable in Rs. = VCNG (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period)

4.2 Variable Charges linked to Gas (VCGA) :

The seller shall be entitled to receive Variable charges towards energy scheduled in the Power Exchange through NRVN at the rate of Rs. 8.80/kWh which shall be linked to the price of Gas in INR/MMBTU and USD Exchange rate as per following:

Applicable variable charge linked to Gas (VCGA) = ₹8.80 * (GAD_m/GAD_b * Z_m/Z_b)

- GAD_b - Refers to the LNG Gail Delivered (GAD) Ex ship(DES), base value, taken as 13\$/MMBtu
- GAD_m - Refers to the LNG Gail Delivered (GAD) Ex ship(DES) for the day of delivery as communicated by GAIL to NRVN
- Z_b refers to number of Units of INR equivalent to one unit of USD, base value is taken as 82.7 INR
- Z_m refers to number of Units of INR equivalent to one unit of USD as declared on website of RBI for the day of delivery.

Amount payable on account of VCGA shall be calculated based on Schedule generation in the PX as per following method:

Amount payable in Rs. = VCGA (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period)

4.3 Availability

The GBP plant is required to maintain daily availability of 100% during the contract period.

- a) The nodal agency shall communicate the dispatch schedule for gas-based plants in consultation with NLDC on three-day advance (D-3) basis where D is date of delivery in the Power Exchange. This may be subject to revision as per inputs received from

NLDC from time to time.

- b) On the basis of schedule allocated to GBP plant, the GBP plant shall confirm the acceptance of generation of same on day ahead basis (D-1) before 08:00 hrs.
- c) The nodal agency shall bid the accepted quantum by GBP Plant in Day ahead Market.
- d) The nodal agency would calculate the availability Factor for the day based on the block wise schedule communicated by Nodal Agency and schedule accepted by GBP plant as per following:

S-Schedule communicated by Nodal Agency to GBP Plant for the particular block of the day (MWh)

G- Schedule accepted by GBP Plant for the particular block of the day (MWh)

Energy not scheduled for the block due to non-availability (ENSB) = $S - G$ if $S > G$

= 0 if $S \leq G$

Energy not scheduled for the day due to non-availability ENSD= \sum ENSB

- e) No planned maintenance shall be allowed during the Contract Period under this Agreement.
- f) **Liquidated damage (LD) for less delivered availability of GBP plant:**

$$\text{LD in Rs.} = \text{ENSD} * 0.1 * (\text{VCNG} + \text{VCGA}) * 1000$$

4.4 Power Exchange Charges (PXC):

- a) All the charges deducted by Power Exchange for sale of contracted capacity by NVVN shall be payable to NVVN by the Seller. NVVN shall deduct the same from the daily Payment to the Seller towards sale of power.
- b) NVVN will share the daily obligation report and schedule with the GBP plant on receipt of the same from the power exchange.

4.5 Delivery Point:

The power shall be sold and delivered by Seller to NVVN at the delivery point as applicable for sale of power in Day Ahead Market in the Power Exchange from time to time.

4.6 Start up Cost:

The supplier may be required to start/stop the plant seven times during the contract period, including the first start up, in accordance with the NLDC generation profile and cleared schedule.

Beyond seven start up(including the first start up), solely due to instructions received from Nodal Agency, the start-up costs as specified below shall be paid to it.

Start-up cost (SC) in Rs = 0.5* VCGA (Rs./kWh) * (Energy Schedule (in kWh) in the Power Exchange in first three hours on start- up) (kWh)

4.7 Deviation from Scheduled Generation

The GBP plant is required to adhere to blockwise schedule provided by nodal agency/NLDC during the contract period.

- a) The nodal agency shall communicate the cleared schedule in the PX for gas-based plants on one-day advance(D-1) basis where D is date of delivery in the Power Exchange.
- b) On the basis of schedule allocated to GBP plant, the actual generation shall be provided by GBP plant on D+1 basis blockwise for the Dth day before 08:00 hrs.
- c) The nodal agency would calculate the delivered generation factor for the day based on the block wise schedule communicated by Nodal Agency and corresponding actual generation by GBP plant as per following:

DS- Block wise Schedule communicated by Nodal Agency to GBP Plant for the particular day (MWh)

DG- Block wise Corresponding Actual Generation by GBP Plant for the particular day (MWh)

Energy not delivered for the block due to less generation (ENDB) = DS-DG if DS > DG

= 0 if DS ≤ DG

Energy not delivered for the block due to less generation ENDG= \sum ENDB

- d) **Blockwise Penalty for Deviation from schedule Generation (P):**

P in Rs. = ENDB*1.1*((VCNG+VCGA)- DSM rates blockwise)*1000

Daily Penalty for Deviation from schedule Generation **PD= \sum P**

5.0 DISPATCH & SETTLEMENT

5.1 Market based dispatch and settlement

- a) NVVN shall bid in the power exchange based on the day ahead availability declared by GBP plant in day ahead market (DAM and/or HP-DAM) as per instruction given by NLDC.
- b) The bid (MW) shall be submitted in Day ahead Market by NVVN in line with the three day ahead assessment/ requirement provided by NLDC. This may be subject to revision as per inputs received from NLDC from time to time.
- c) The capacity not offered in the Day ahead Market can be sold by NVVN in the other power exchange market segments as per instructions received from NLDC or power shortage. GBP plant to strictly follow schedule given by nodal agency.
- d) If extra generation is required over and above the Day ahead Market schedule from GBP plant and GAIL is able to make available quantity of gas required over and above the contractual commitments, GBP plant should dispatch the additional power required upto contracted capacity based on the instructions received from nodal agency.
- e) The scheduling and dispatch by seller shall be further in compliance with the provisions of IEGC 2010 and its subsequent amendments. The Seller shall comply with the required Ramp-Rate as per the provisions of IEGC Regulations (as amended).
- f) NVVN will submit bid in the power exchange for appropriate capacity based on advice of NLDC.
- g) The supplier may be required to start/stop the plant 7 times (including first startup) in accordance with the NLDC generation profile and cleared schedule. No separate payment is payable by nodal agency to GBP plant for first 7(seven) start ups.
- h) NVVN shall share the daily obligation report and daily schedule with the Seller(s) on receipt of the same from the power exchange.
- i) The bidder shall be required to Schedule its power every 15 minutes on daily basis as per Indian Electricity Grid Code and the applicable extant regulations.
- j) The GBP Plant shall communicate to NVVN its previous day's Station Ex-Bus Schedule Generation and Station Ex-Bus Actual Generation blockwise on daily basis latest by 08:00 hours.
- k) Any deviation from the Schedule shall attract the provisions of CERC Deviation Settlement Mechanism regulation. Deviation settlement shall be carried out as per the applicable CERC/SERC Regulations and in the absence of SERC Regulations on Deviation Settlement, the CERC Deviation Settlement Regulations shall apply to the

GBP plant.

5.2 Metering:

- a) For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the bidder shall follow the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- b) The bidder shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at its periphery
- c) In addition to ensuring compliance of the applicable codes, the bidder shall install Main, Check as well as Stand-by meter(s) as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.

5.3 Gas Procurement for GBP plant

- a) Selected bidder shall have an option to arrange for RLNG on its own or through GAIL. The VCGA so calculated (as mentioned in clause 4.2) will also be applicable to those selected bidders who opted to arrange for gas themselves. Supply of RLNG is for the crunch period i.e. during April and May 2023 only. The plants will contract for gas with 100% commitment basis to meet gas requirement for minimum guaranteed offtake as specified in this RfS. Hence, for GBP plant who is procuring gas from GAIL, GAIL has agreed for an additional 7 days after the contract days to take the RLNG which could not be consumed due to any reason. Contract is extendable for a period upto 7 days under the same terms and conditions of RFS and PPA.
- b) For transporting gas to plants, it may involve pipelines other than that of GAIL where GAIL / customer may book the capacities for transportation of gas. Transportation of gas is governed based on Gas Transportation Agreement (GTA) as per conditions laid by PNGRB. These capacities are on ship or pay basis(daily) and hence may incur ship or pay, imbalance, overrun charges, etc. in case of non-off take of RLNG volume as per respective contracts. Such levies would have to be borne by the GBP plant.
- c) In case of force outage or other reasons, GAIL will try to divert the gas on best effort basis. Any obligation however on take or pay basis shall be to GBP plant.

5.4 Energy Accounting

- a) The daily/weekly/ Monthly Energy Account issued by respective RLDC/SLDC or Regional Power Committee shall be binding on all the parties for billing and payment purposes.
- b) Any change in the methodology of RLDC/SLDC or Regional Energy Account shall be

done only as per the decisions taken in the forums and /or CERC orders and both the Parties shall agree to abide by the methodology so finalized.

6.0 Settlement for sale of energy in Power Exchange

- a) On the commencement of crunch period, the Nodal Agency will participate in Day ahead Market(DAM and/or HP-DAM) with the quantum of power as advised by NLDC sourced from the supplier in each time block.
- b) In any time block, the Nodal Agency shall be free to sell the power over and above the quantum sold in the Day ahead Market and other market segments on the exchange including market for ancillaries ("Other Sale") up to contracted capacity.
- c) DSM Charges shall be in the scope of Bidder.

7.0 Billing, Payment and Reconciliation:

7.1 Billing, Payment and Reconciliation to GBP plant shall be as follows:

- a) The payment due to GBP plants shall be released on daily basis as detailed in 7.2 below.
- b) Based on previous day's Station Ex-Bus Schedule Generation (MWh) & corresponding Station Ex-Bus Actual Generation (MWh) blockwise communicated by GBP Plant and Schedule Energy (MWh) sold in power exchange by Nodal Agency, the payment to GBP Plants shall be made towards Day's **scheduled Generation** in the Power exchange on Provisional Basis as per clause 7.2.
- c) The GBP plant shall raise monthly invoice(s) for Apr- 23 and May-23 on NVVN including the extension period if any duly accounting and adjusting the applicable LDs, Penalties and compensation under the contract. It is further clarified that final settlement of payment towards power supply to NVVN under this contract will be after the conclusion of contract based on Energy Account(s) and Deviation Settlement Account(s) issued by concerned RPC(s)/ RLDCs/ SLDCs. The reconciliation based on energy account issued by concerned RPC/RLDC/SLDC shall be final.

7.2 Amount due to GBP plant shall be remitted provisionally based on scheduled generation in the PX within 1 (one) business day (Due Date) from date of receipt of the payment from PX (excluding the date of receipt) to NVVN as elaborated below:

- (i) Amount payable on account of VCNG for a day: X (in Rs.)

X in Rs. = VCNG (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange for a Day)

(ii) Amount payable on account of VCGA for a day: Y (in Rs.)

Y in Rs. = VCGA (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange for a Day)

(iii) Applicable Power Exchange sale related Charges payable by Seller for a day (Z in Rs): As per daily Power Exchange Obligation Report.

(iv) Liquidated Damage on account of less delivered availability for a day: **LDLD in Rs. =ENSD*0.1*(VCNG+VCGA)*1000**

ENSD as per clause 4.3.

(v) **Penalty for Deviation from schedule Generation** for a day: PD as per **clause 4.7**

Provisional deduction of PD based on corresponding actual generation blockwise provided by GBP plant, shall be made at the time of daily remittance.

Net Amount Payable to GBP Plant for a day= X+Y-Z-LD-PD

In the event of due date being a Bank holiday, the next working day would be the due date for daily remittance.

Actual Penalty (In Rs.) for Deviation from Schedule Generation for a day (PD in Rs.)shall be calculated after issue of energy statement from concern RLDC/SLDC or REA.

As per clause 7.1c) the GBP shall raise bill duly accounting for all LDs, penalty as per published account of RLDC/SLDC/REA at the end of the month.

7.3 Compensation on account of minimum offtake:

- a) If minimum guaranteed offtake is less than as mentioned in clause 3.0 above on account of instruction of NLDC/Nodal agency, then only minimum guaranteed offtake shall be payable as given below:
- b) Amount payable on account of VCNG and VCGA for a contract period (MO) in Rs **=(Minimum Offtake Energy for the contract period - Scheduled energy in the PX for the contract period) *(VCNG+VCGA)**
- c) The above amount for minimum offtake is payable only if Gas could not be consumed even after 7 days of lapse of contract period due to any reasons other than attributable to GBP plant as per flexibility provided by GAIL.

7.4 Compensation on account of Start up cost

- If number of start ups during the contract period exceeds as specified in clause 4.6 solely due to instructions received from Nodal Agency additional charges towards start up shall be paid separately at the end of the contract period as per clause 4.6.

Start-up cost (SC) in Rs = 0.5* VCGA * Energy Schedule (in kWh) in the Power Exchange in first three hours on start- up)

Amount payable for compensation for minimum offtake and start up cost (if any) in Rs. =MO+SC

7.5 The NVVN shall provide payment security to the GBP plant through Revolving Letter of Credit (LC) of an amount equal to three days of amount payable to the Seller commensurate to minimum offtake.

8.0 BIDDING PROCESS

8.1 NVVN has adopted a Single-stage Two Envelope bidding process followed by Reverse Auction (collectively referred to as the "Bidding Process") for selection of the bidders for award of the Project. The first envelope (the "Techno Commercial Bid") of the process involves Technical Document of interested parties (the "Bidder") who submit Application and Bids in accordance with the provisions of this Bidding Document. Second Envelope is of Financial Bids Quoted by the bidder ("Price Bid"). It shall be followed by e-Reverse Auction (e-RA)

8.2 The Bidders will be required to submit their Application and Bid online at the Bharat ETS Portal on or before the Bid Due Date.

8.3 Bidders would be required to furnish all the information specified in this Bidding Document by submitting (a) its Techno Commercial Bid and (b) its Price Bid in accordance with the Bidding Document.

8.4 The bidders shall be required to submit separate technical and price bids. Price bid shall include offer of total capacity and Variable cost not linked to gas (VCNG in Rs./kWh). It shall also specify the minimum capacity that the bidder is willing to accept in case bid evaluation leads to allocation of capacity lower than that offered by the bidder.

8.5 The Nodal Agency shall constitute committee for evaluation of the bids (Evaluation Committee), with at least three members, including at least one member with expertise in financial matters and bid evaluation. The financial bid shall be rejected if it contains any deviation from the requirements specified in the bid documents.

8.6 Subsequent to Opening of Price Bid, e-RA will be conducted. Nodal Agency may cancel the bidding process in case the price discovered post e-RA is not in line with the market scenario.

8.7 The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power.

8.8 Financial bids of only technically qualified bidders shall be opened. In the Financial Bid, Bidder to quote Variable cost not linked to gas (VCNG in Rs./kWh) and Quantum (MW).

9.0 Bidding Fees:

9.1 **Bid Processing Fee:** Prior to submission of the Application, the Bidder shall pay to the NVVN a sum of Rs 8000/MW plus 18% GST as indicated above, as the cost of the Bidding Process. After completion of the bidding process i.e. issuance of Letter of Award to Successful Bidder, only Successful Bidder(s) will have to pay the equivalent charges for the quantum allocated to each Successful Bidder. The balance amount shall be refunded by the NVVN within seven (7) working days of completion of the bidding process without any interest and shall not be considered for adjustment against Bid Security. The fees deposited by non-Selected Bidders(s) shall also be refunded by the NVVN within seven (7) working days of completion of the bidding process i.e. issuance of Letter of Award to Successful Bidder without any interest.

Bid processing fee may be submitted through NEFT/RTGS transfer in the account of NTPC Vidyut Vyapar Nigam Limited as per details given below:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001

(iv) IFSC Code: ICIC0000007

(v) Account No.: 000705008910

or in the form of DD/Pay Order in favor of "NTPC VIDYUT VYAPAR NIGAM.", payable at New Delhi. Applicants willing to participate in the bid process, are required to register by paying above cost.

9.2 e-Bidding Fee: In order to participate in this Tender, each Bidder would have to deposit towards 'Application Charges for Bidders' an amount equal to Rs. 200/MW plus 18% GST with the Service Provider of Bharat-ElectronicTender Portal [ETS], ie ISN Electronic Tender Services Pvt Ltd, as per instructions given on ETS. In ETS, this amount is referred to as 'ETS Bidding-Deposit Conditionally-Refundable (ETS BD-CR), and is calculated @ Rs. 200/- per MW plus GST for the full capacity for which the tender has been invited.

The amount can be paid online through the following methods:

1. SBI Payment Gateway facility available on ETS portal
2. NEFT/RTGS to the following account:

Beneficiary Name: ISN ElectronicTender Services Pvt. Ltd.

A/C No.: 661405601452

Branch: ICICI Bank, Central Arcade, DLF City, Phase-II, Gurgaon - 122002

IFSC Code: ICIC0006614

Account Type: Current Account

On the 'Date of Bid Finalization', i.e. the date on which written communication is received by the Service/ Portal Provider of ETS from the Buyer Organization/ Auctioneer (ie NVVN LTD.) about the successful/ unsuccessful Bidders, ETS BD-CR amount corresponding to the quantity allocated/ awarded to that successful Bidder will be retained by the Service/ Portal provider of ETS and treated as 'ETS Bidding-Fee' (including GST), and the balance amount (without any interest) will be refunded by Service/ Portal Provider.

Similarly, for unsuccessful Bidders, the full ETS BD-CR (without any interest) will be refunded within Seven (7) working days from the date of receipt of written communication by the Service/ Portal Provider of ETS from the Buyer Organization/ Auctioneer (ie NVVN LTD.).

9.3 Any bid Not accompanied with Bid Processing Fee & e- Bidding Fee shall be rejected.

10.0 Bid Validity Period

The Bid shall be valid for a period of not less than 30 days from the Bid Due Date.

11.0 Bid Security

11.1 In terms of the RfS, a Bidder will be required to deposit, along with its Bid, a bid security of Rs 14,400 (Rupees Fourteen Thousand Four Hundred only) per MW of capacity offered by the Bidder (the "**Bid Security**").

11.2 The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to NVVN payable at New Delhi or deposited online through NEFT/IMPS/RTGS payment. The demand draft shall be kept valid for a period not less than 90 (Ninety) days from the Bid Due Date, by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between NVVN and the Bidder from time to time. In case a bank guarantee is provided, its validity period shall not be less than 90 (Ninety) days from the Bid Due Date and may be extended as may be mutually agreed between NVVN and the Bidder from time to time.

11.3 The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

11.4 The last date of submission of original EMD (Hard Copy) in NVVN Office is before the 1200 Hrs of Bid Due date.

11.5 If Bid Security may be submitted through NEFT/RTGS transfer in the account of NTPC Vidyut Vyapar Nigam Limited as per details given below:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001

(iv) IFSC Code: ICIC0000007

(v) Account No.: 000705008910

11.6 In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the

deadline for submission of bids, following shall also be considered acceptable, subject to below:

(i) The issuing bank shall intimate through their own official e-mail id to nvvncontracts@ntpc.co.in, with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids: -

a) The scanned copy of the BG.

b) SFMS / SWIFT message acknowledgement copy sent to NVVN banker stating the date of sending.

c) SFMS / SWIFT message must be sent to the below mentioned NVVN's bank:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI.

The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NVVNBG8910 (unique identifier)

The bidder shall be required to submit all the documents in the manner as specified at para above, to reach Nodal Agency before the deadline for submission of bids, failing which its bid shall be rejected as being nonresponsive and not opened.

In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NVVN at the address mentioned, not later than 3 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

(ii) The soft copy of the original EMD needs to be uploaded on Bharat ETS portal before Bid due Date.

11.7 The EMD shall be refunded to the unsuccessful Bidders within 7 days of expiry of Bid validity period.

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

11.10 The EMD shall be forfeited:

- a) If Bidder withdraws bid during Bid Validity Period except as provided in these guidelines.
- b) For non-submission of Contract Performance Guarantee by Successful Bidder(s).
- c) For non-signing of Agreement.
- d) If any declaration is found to be false.

12.0 Contract Performance Guarantee (CPG)

12.1 The Successful Bidder(s) will furnish CPG within 7 days from the date of letter of award by NVVN for an amount calculated at **Rs. 72,000 (Seventy-Two Thousand)** per MW.

12.2 The Successful Bidders will have an option to provide CPG in the form of a demand draft or a bank guarantee acceptable to NVVN payable at New Delhi or deposited online through NEFT/IMPS/RTGS payment in the NVVN Bank Account.

12.3 If the Bank Guarantee is submitted, it shall be valid for the period of Contract with a claim period of 1 month after the expiry of contract period in the format as specified in **Annexure VIII**.

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

12.5 The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations or furnishing the false information. In case the Bidder/Seller fails to offer the contracted power as per the LoA/Agreement to the Procurer and sells this power to any other party, the Procurer shall be entitled to forfeit the CPG. The seller shall be further debarred from participating in power exchange and also from scheduling this power in any short term/medium term/long term contracts from that generating station for a period of 3 months from establishment of default.

12.6 On successful completion of the Contract and submission of requisite certification by Seller, the CPG without interest shall be released by NVVN, within 30 days from the end of Contract Period.

13.0 Clarifications

13.1 Bidders requiring any clarification on the RfS may notify NVVN in writing online at Bharat ETS Portal or by speed post/courier and by e-mail to nvvncontracts@ntpc.co.in attaching the queries in Microsoft word file. They should

send in their queries before Last date and time for receiving queries on Bidding Document as per RfS Document. NVVN shall endeavour to respond to the queries within the period specified therein. The responses will be sent by e-mail or online at the Bharat ETS Portal. NVVN will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries or upload all the queries and its responses on the Portal.

13.2 The Nodal Agency shall provide opportunity for pre-bid conference to the prospective bidders in accordance with the schedule specified in this RfS.

13.3 NVVN shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, NVVN reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NVVN to respond to any question or to provide any clarification.

13.4 NVVN may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NVVN shall be deemed to be part of the RfS. Verbal clarifications and information given by NVVN, or its employees or representatives shall not in any way or manner be binding on NVVN.

14.0 Amendment of RfS

14.1 At any time prior to the deadline for submission of Application, NVVN may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RfS by the issuance of Addenda.

14.2 Any Addendum thus issued will be available at the Portal. The Bidders are advised to check the Bharat ETS Portal for any amendments or notifications.

14.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NVVN may, in its sole discretion, extend the Bid Due Date.

15.0 Bid Submission

15.1 To ensure competitiveness, the minimum number of Bidders should be at least two. If the number of Bidders responding to the RfS is less than two, and Nodal Agency still wants to continue with the selection process, the selection of that single Bidder may be done

15.2 Bidders shall be required to submit separate technical Bid and Financial Bids i.e. Price Bid through e Bidding portal using their Digital Signature. The Price Bid shall be strictly as per the terms of RfS and shall be unconditional. Conditional and incomplete bids are liable to rejection.

15.3 The Bidder will have the option to indicate their minimum threshold quantity and the same would be considered for allocation of power to the Bidder(s), subject to the minimum bid quantity.

15.4 Documents required to be uploaded as per this RfS shall contain:

1. Bid Processing Fee as per **Clause 9.1**

2. Earnest Money Deposit/Bid Security as per **Clause 11.0 (Annexure I)**
3. Power of Attorney for signing and submission of bid.
4. If the capacity being offered is tied up in PPA, No Objection Certificate from PPA beneficiaries for bidding of the power during the crunch period (**Annexure II**)
5. Affidavit by bidder that they have untied capacity during identified crunch period and shall submit bid for quantum not exceeding the untied capacity for bidding of the power during identified crunch period. (**Annexure IIA**)
6. Declaration regarding enablement of ABT compliant metering and telemetering. (**Annexure-IV**)
7. Affidavit by bidder that plant is connected to gas pipeline/grid and bidder will ensure a Technical Minimum and Ramp rate as per applicable provisions of IEGC 2010 and it's subsequent amendments thereof. (**Annexure III**)
8. Certificate of Incorporation
9. No Deviation Certificate as per **Annexure V**.
10. PAN & GST Details as per **Annexure VI**.
11. EFT Form as per **Annexure VII**

15.5 If any documents mentioned in clause 15.4 above are not submitted or is incomplete, the bid will be considered non-responsive and is liable for rejection.

15.6 Hardcopy of the Bid Security, Bid Processing Fee, No deviation certificate and Notarized Power of Attorney to be submitted at NTPC Vidyut Vyapar Nigam Limited, 5th Floor, Engineering Office Complex, A-8A, Sector -24, Noida -201301 (U.P.) before 17:00 Hours IST on bid due date.

16.0 Bid Due Date

Applications should be submitted online latest by 12.00 hours IST on the Bid Due Date, at the Bharat ETS Portal in the manner and form as detailed in this RfS.

Nodal Agency may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

17.0 Late Bid

Applications will not be accepted for submission at the Portal after the time specified on the Bid Due Date.

18.0 OPENING AND EVALUATION OF BID

18.1 Technical proposals will be opened by Nodal Agency or its authorized representative electronically from the website stated above, using their Digital Signature Certificate.

18.2 Technical proposals for those bidders whose original copies of EMD have been received, and who have deposited the Bid Processing Fees, will only be opened. Proposals

corresponding to which original copy of DD /BG towards EMD & proof of submission of Bid Processing Fee has not been received, will not be opened and will stand rejected.

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

18.4 Nodal Agency or its authorized representative can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids, shall be opened as per the procedures specified in the Bid document.

18.5 After opening of Price Bids, the system will rank the Bidders according to their price bids. The price bids of initial offer shall be ranked on the basis of ascending order for conducting the eRA. The lowest price bid shall be the reference price for eRA.

The Nodal agency may cancel the bidding process in case the price discovered is not in line with the market scenario.

19.0 E - REVERSE AUCTION (e-RA)

19.1 The shortlisted Bidder will be intimated individually by system generated emails only.

The Reverse Auction should start at date and time intimated to the bidders and shall continue for a period of next 120 minutes.

Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.

19.2 During the Reverse Auction the Bidders will have the option of reducing the Variable cost not linked to gas (VCNG in Rs./kWh). quoted by them in decrements of Rs 0.01 or multiples thereof and to change the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing lowest Variable cost not linked to gas (VCNG in Rs./kWh) would be visible to all the Bidders.

19.3 The Bidders will have the option to change the quantum of power between quoted quantum and corresponding to the value of minimum of EMD, bid processing fee or e-bidding fee submitted along with price bids but decrease the Variable cost not linked to gas (VCNG in Rs./kWh) during the e- Reverse Auction process.

20.0 ISSUANCE OF LETTER OF AWARD (LoA)

20.1 The Bidder after the e-RA process will be ranked in accordance with the Variable cost not linked to gas (VCNG in Rs./kWh) offered in ascending order. The list would also include the name, quantum offered, and VCNG in Rs./kWh quoted by those qualified Bidder(s). The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s). In the event, if two or more Bidders quote the same amount of VCNG in Rs./kWh during e- Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

The list of shortlisted bidders for consideration of bucket filling shall be arrived at by considering the bids whose Variable charges not lined to gas (VCNG) in Rs./kWh are less than or equal to 125% of the discovered lowest VCNG in Rs./kWh.

20.2 Nodal Agency shall have the right to issue Letter of Award (LoA) to the Shortlisted Bidder(s) in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than minimum capacity that the bidder is willing to accept. In the event Nodal Agency rejects or annuls all the Bids, it may go for fresh Bids hereunder.

20.3 In case of additional requirement than the contracted capacity, bidder may be asked to provide additional capacity at their quoted rates, terms and conditions, in the order of the ranking as in clause 20.1.

20.4 After selection, a Letter of Award (the "LoA") shall be issued in duplicate by Nodal Agency to the Selected Bidder(s). The Selected Bidder(s) shall sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder(s) is not received by the stipulated date, Nodal Agency may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected

Bidder(s) to acknowledge the LoA.

21.0 CONTRACT AWARD AND CONCLUSION

21.1 After acknowledgement of LoA by the Selected Bidder(s), Nodal Agency shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. Nodal Agency would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA.

21.2 PPA will be signed with the selected Bidders within 7 days from issuance of LOA.

22.0 RIGHT TO ACCEPT / REJECT THE BID

22.1 Lowest valid rate of the price bid should normally be accepted as per bucket filling. The Nodal agency may cancel the bidding process in case the price discovered is not in line with the market scenario.

22.2 Nodal Agency reserves the right to accept or reject a bid if Nodal Agency considers that the implementation of the Award and/or PPA is affected by implications of any pending litigation or otherwise disputes with the bidder / supplier or the Award and/or PPA under this RfS will have any impact of implication on the pending litigation or otherwise disputes with the bidder/supplier.

23.0 FORCE MAJEURE

Force Majeure means occurrence of any event or circumstance, or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA.

- i. Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side, subject to documentary evidence.
- ii. Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

24.0 CHANGE IN LAW

Change in Law provision shall not be applicable for this Contract.

25.0 INDEMNITY

Nodal Agency and its representatives shall not be liable for any Compensation or Penalty under any circumstances under this Agreement. Moreover the nodal agency is indemnified at all times and the seller shall undertake to indemnify, defend and save the Nodal Agency

harmless from any and all damages, losses, claims and actions, including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the bidding process and supply of power and its consequences

26.0 COMMUNICATION

- i. All parties shall rely on written communication only.
- ii. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English.
- iii. Nodal Agency reserves the right to ask for the additional information from the Bidder through letter/ e-mail / fax only. The e-mail ids: nvvncontracts@ntpc.co.in

27.0 GOVERNING LAW

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 of Delhi shall have exclusive jurisdiction.

28.0 DISCLAIMER

Neither Nodal Agency 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 Nodal Agency or its employees. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and it subject to the award of LoA / PPA by Nodal Agency and unconditional acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

29.0 FRAUD PREVENTION POLICY

The Bidder shall strictly adhere to the Fraud Prevention Policy of Nodal Agency displayed on its tender website www.nvvn.co.in and shall immediately apprise Nodal Agency about any fraud or suspected fraud as soon as it comes to their notice. Submission of bid is considered as that the bidder's acceptance of fraud prevention policy. If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid shall be rejected and CPG/EMD shall be forfeited.

30.0 DISPUTE RESOLUTION

- 30.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the parties, and so notified in writing by either Party to the other Party (the "Dispute")

shall, in the first instance, be attempted to be resolved amicably.

- 30.2 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 30.3 If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under the conciliation Committee of Independent Experts (CCIE) constituted by the central Government.

31.0 VENDOR CODE CREATION

Bidders are required to submit **Annexure VI (Details of PAN & GST) & Annexure VII (EFT FORM)** along with their bid for creation of Vendor code with NVVN.

**ANNEXURE I
BID SECURITY**

To

NVVN Limited
5th Floor, EOC Building,
NTPC Sector 24, Noida

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. M/s
(***) having its Registered/ Head Office at
..... (hereinafter called the "Bidder") wish to
participate in the said bid for [Name of Package]

As an irrevocable Bank Guarantee against Bid Security for an amount of(*) valid for
..... days from(**) required to be submitted by the Bidder as a condition precedent
for participation in the said bid which amount is liable to be forfeited on the happening of any
contingencies mentioned in the Bidding Documents.

We, the[Name & address of the Bank]..... having
our Head Office at.....(#)... guarantee and undertake to pay immediately on
demand by[Name of the Nodal Agency] (hereinafter called the 'Nodal
Agency')... the amount of(*)..... without any reservation, protest,
demand and recourse. Any such demand made by the 'Nodal Agency' shall be conclusive
and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto(@) If any further
extension of this guarantee is required, the same shall be extended to such required period
(not exceeding one year) on receiving instructions from M/s
.....(***).....[Bidder's Name] on
whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on
this day of 20..... at

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

**Authorised vide
Power of Attorney No.....**

NOTE: -

1. The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/ e-Stamp Paper shall be purchased in the name of Bidder/ Bank issuing the guarantee.

Annexure-II

Declaration from bidder regarding intimation to PPA beneficiaries for bidding of the power during the crunch period

To
NVTN Limited
5th Floor, EOC Building,
NTPC Sector 24, Noida

We,, owner of gas-based power plant is bidding for the RfS reference number NVTN\C&M\GBP\2022-23, we have informed to our beneficiary for participating in this bid.

We declare that no fixed charges shall be billed to PPA beneficiaries for the total contracted quantum for the contract period.

For Bidder:

Signature & Stamp:

Name:

Date:

Place:

Designation:

Annexure-II A
Affidavit for the untied capacity

To
NVVN Limited
5th Floor, EOC Building,
NTPC Sector 24, Noida

With reference to the Bid Proposal No. dated as per RfS document, the bidder declares that the capacity bid under this tender is an untied capacity i.e. there is no existing agreement for this capacity with any buyer.

Signature & Stamp:

Name:

Date:

Place:

Designation:

Annexure-III
Compliance Certificate for Provisions of IEGC 2010

With reference to the Bid Proposal No. dated as per RfS document,

I, S/....., aged years working as, with having its registered office at, do hereby solemnly affirm and state as follows:

A. I am the representative of and authorized to deal with Sale / Purchase of power on behalf of (hereinafter referred to as the '.....') and I am duly authorized to make this affidavit.

B. That I am dealing with the Sale of power on behalf of the applicant for signing and submission of bid documentpublished bydated ...in Bharat ETS Portal by

C. The applicant declares that the bidder is an owner of the Gas Based Power Station from where electricity shall be supplied.

D. The applicant further declares that the confirmed that the Gas based Power Plant from which the electricity shall be supplied is connected to gas pipeline/grid.

E. Bidder has confirmed following data as sought in this bid:

Technical Minimum

Ramp up/ down Rate (Minimum 1%) -

It is further confirmed that bidder will be able to supply of power under this contract upto the technical minimum level of 40% of the contracted quantum.

F. The applicant indemnifies the nodal agency (NVVN) against any consequence or liability, including the cost of litigation, which may arise on account of dispute involving and consequent to any liability arising out of participation and supply of power against the tender under this application.

G. I say that above affidavit is being given on the clear understanding that the same is for compliance to participation as qualifying requirement against tender no... issued under this RfS Documents.

The statements made in this affidavit herein are based on the Company's official record maintained in the ordinary course of business and I believe them to be true and correct.

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

ANNEXURE IV

(Declaration regarding enablement of ABT compliant metering and telemetering)

With reference to the Bid Proposal No. dated as per RfS document, we declare that we fulfills following qualification criteria

“The GBP plant connected to inter-state or intra-state transmission system participating in the bid shall have all necessary infrastructure in place and capability for scheduling, metering, accounting and settlement on a 15-minute time-block wise basis as specified in the Indian Electricity Grid Code (IEGC). The grid connected entity (inter-state and intra-state) shall provide real time telemetry of the parameters as may be specified by the appropriate Load Despatch Center (LDC) (RLDC/SLDC).”

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

**ANNEXURE V
NO DEVIATION CERTIFICATE**

BIDDER'S NAME AND ADDRESS:

TO:

NVVN Limited
5th Floor, EOC Building,
NTPC Sector 24, Noida

DEAR SIR,

- 1.0** With reference to our Bid Proposal No. dated for "**Procurement of Electricity from Gas Based Power (GBP) Plant.**", we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/ Clarification(s) /Addend/Errata (if any) issued by the Nodal Agency prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
- 2.0** We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s) /Addend/Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to Nodal Agency, failing which the bid security shall be forfeited.

DATE:

PLACE:

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

ANNEXURE VI
DETAILS OF PAN and GSTIN

To,
NVVN Limited
5th Floor, EOC Building,
NTPC Sector 24, Noida

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
--------------------------	--

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
-------	--

Note : Copy of registration with up to amendment to be enclosed.

ANNEXURE VIII
PERFORMANCE BANK GUARANTEE
(To be submitted on Non-Judicial Stamp Paper)

To

NVVN Limited
EOC, NTPC
Sector -24, Noida

WHEREAS _____(name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract _____No. _____ dated _____ awarded by NVVN Limited(hereinafter called as "the Nodal Agency") to execute _____(name of the Contract and brief description of Works) (hereinafter called "the Nodal Agency").

AND WHEREAS it had been stipulated in the said Contract that the Contractor shall furnish the Nodal Agency with a Bank Guarantee by a recognized bank for Rs. _____(Rupees _____) in lieu of the deduction to be made by the contractor or in lieu of the security deposit to be made by the Contractor in lieu of the deduction to be made from the Contractor's bills for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract.

We, _____(indicate the name & address of the Bank) do hereby undertake to pay the amounts payable under this guarantee without any demur, reservation, contest or recourse, merely on a demand from the Nodal Agency stating that the amount claimed is by reason of breach by the said Contractor of any of the terms or conditions contained in the Agreement or by reason of the contractor's failure to perform the said agreement, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ and the Nodal Agency need not prove or to show grounds or reasons for its demand.

We undertake to pay to the Nodal Agency any money so demanded notwithstanding any dispute or disputes raised by the Contractor/Supplier in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payments so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor/supplier shall have no claim against us for making such payment.

We, _____(indicate name & address of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that will be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Nodal Agency under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Nodal Agency certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges its guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (the date shall be not earlier than 30 days beyond the completion of the period of the contract), we shall be discharged from all liability under this guarantee thereafter unless the validity of the guarantee is extended.

We, _____(indicate name of the Bank) further agree with the Nodal Agency that the Nodal Agency shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Nodal Agency against the said contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the Nodal Agency or any indulgence by the Nodal Agency to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to change in the constitution of the Bank or the contractor/supplier.

We, _____(indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Nodal Agency in writing.

Dated this _____ day of _____(month) _____(Year)

Yours faithfully

Witness:

(Signature).....

.....
(Signature)

(Name).....

.....
(Name)

(Designation with
Bank Seal)

.....
(Official Address)

Power of Attorney No.....

Date.....

Stamp

NOTE: -

1. The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/ e-Stamp Paper shall be purchased in the name of Bidder/ Bank issuing the guarantee.

Annexure IX
Profile Received from NLDC

Identification of Crunch days during April-23 to May-23

Following are tentative crunch day during 10th April to 16th May 2023. As per the Table-1, it is inferred that tentative crunch days would come in period from 10.04.23 to 16.05.23 barring Sunday/holidays.

Table 1: Identified crunch dates during April-23 to May-23 (Tentative)

13-04-23	15-04-23	17-04-23	25-04-23
26-04-23	27-04-23	28-04-23	29-04-23
02-05-23	03-05-23	04-05-23	05-05-23
06-05-23	08-05-23	09-05-23	10-05-23
11-05-23	12-05-23	13-05-23	15-05-23
16-05-23			

The days mentioned above are tentative, may be extended as informed by NLDC.

Table 2: Tentative gas generation profile

From(hrs)	To(hrs)	Tentative MW despatch
0000	0300	4000
0300	1900	1600
1900	2400	4000

Further, actual date of dispatch schedule for gas-based plants shall be communicated in three-day advance(D-3) to plants.

Power Purchase Agreement
Between
.....(Seller) and
NTPC Vidyut Vyapar Nigam (Nodal Agency)

This Power Purchase Agreement (herein-after referred to as Agreement or “PPA”) is entered into on the day of..... between(seller) , having its registered office at,, a company incorporated under the provisions of The Companies Act, 1956 (Central Act 1 of 1956),as party on the First part

and

M/s NTPC Vidyut Vyapar Nigam Ltd, a company incorporated under the Companies Act,1956, having trading license No. and having its office at (herein after referred to as “Nodal Agency”), designated by Ministry of Power as Nodal Agency for the purpose of procurement of power from Gas based power plants (GBP plants) during crunch period which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns as party on the second part.

Both NVVN and the Seller are further referred to in this Agreement as "Party" or collectively as "Parties".

Whereas, Ministry of Power-Government of India has designated NVVN as Nodal agency for procurement of power from Gas Based Plants during identified crunch period (**10th April 23 to 16th May 23**), and the Nodal Agency had initiated a competitive bidding process through issue of Request for Supply (RfS)/ e-Tender Notice -dtd with portal Event Ref: No.

Pursuant to the said bidding process, (seller) has been selected by the Nodal Agency vide Letter of Award No., as the Seller for sale and supply of electricity for the Aggregate Contracted Capacity (as described hereunder) at the applicable tariff in accordance with the terms of this agreement and the(seller) has exclusively agreed to sell the power to the Nodal Agency accordingly. The Nodal Agency shall further sell this power in Day Ahead Market in the power exchange on Price-taker basis (i.e. Bid rate of Rs. Zero) or in Other Segments of the Power Exchange as per the provisions of agreement and RFS. Seller agrees to sign all necessary documents to facilitate trading of above power in power exchange through NVVN under this agreement.

The parties hereby agree to execute this Power Purchase Agreement setting out the terms and conditions for sale of power by seller to the Nodal Agency.

The RfS and its terms and conditions including any amendment, corrigendum(s) shall form an integral part of this PPA.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows.

DEFINITIONS

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/ framed by CERC/ SERC, as amended or re-enacted from time to time.

Sl. No.	Term	Definition
1	Act or Electricity Act 2003	shall mean the Electricity Act, 2003 and any rules amendments, regulations, notifications, guidelines or policies issued there under from time to time;
2	Agreement or Power Purchase Agreement (PPA)	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;

3	Availability	As referred to in Clause- 2.3
4	Bid	shall mean Bid submitted by the Successful Bidder(s), in response to RFS as per its terms and conditions
5	Business Day	Shall mean with respect to Seller and Buyer, a day other than Sunday or a statutory holiday, on which the banks remain open for business;
6	Contracted Capacity/ Quantum	shall mean the net capacity of power (in MW) contracted between the Seller and the Buyer(s) for supply at the Delivery Point;
7	Contract Performance Guarantee	As referred to in Clause 8 of this Agreement;
8	Contract Period	Contract period for supply of power by the seller shall mean the period commencing from 10 th April 2023 to 16 th May 2023
9	Delivery Point	The Delivery Point for the power shall be the point as specified by power exchange for sale in Day Ahead Market from time to time.
10	Force Majeure or Force Majeure Event	shall have the meaning ascribed thereto in this Agreement in Clause- 9
11	Nodal agency/Buyer	Means NTPC Vidyut Vyapar Nigam Ltd (NVTN)
12	NLDC	Means National Load Dispatch Centre, New Delhi
13	Power Exchange Charges	Power Exchange Charges as referred to in Clause 2.5
14	Ramp Rate	As defined in IEGC Grid Code 2010 and its subsequent amendments
15	Seller(s)	Shall mean the Successful Seller(s) who have submitted the Contract Performance Guarantee and executed the PPA and other documents with the Buyer. Seller(s) shall be responsible for supplying power to the Buyer at the Delivery Point for the term of PPA as per the terms and conditions specified therein.
16	Successful Bidders	shall mean the Sellers selected by the NVTN in pursuance to the RFS for supply of power as per the terms of the PPA and RFS.
17	Technical Minimum	40% of contracted capacity as per the Letter of Award (LOA) given by NVTN to the Seller

1.0 CONTRACTED CAPACITY AND CONTRACT PERIOD

Contract Period	Contracted Capacity (MW)
10 th April 2023 to 16 th May 2023	-

Minimum Guaranteed Offtake during the identified crunch period for 4000 MW capacity shall be 1209.6 MU as specified in consultation with NLDC (8 hours at 4000 MW and 1600 MW for 16 hours per day for 21 days). This shall be applicable to individual selected bidders on proportionate basis. The technical minimum of each bidder for operation of Gas based plants shall be 40%.

The expected generation profile for a day shall be as identified by National Load Dispatch Centre (NLDC) on 3 days ahead basis for supply into the DAM and/or HP-DAM. This may be subject to revision as per inputs received from NLDC from time to time. Tentative Generation profile shall be as per Annexure I.

2.TARIFF STRUCTURE

The tariff payable will be on Rs/kWh basis with two components - one called Variable charges linked to gas price (VCG) and other called Variable Charge not linked to gas price (VCNG).

2.1 Variable charges not linked to gas price (VCNG):

- a. VCNG shall be quoted by the seller in Rupees/kWh and shall take into account all losses (if any) and all other relevant charges including fuel transportation costs, taxes including VAT, fixed cost, transmission charges, Power Exchange (PX) Charges etc.
- b. VCNG will not be changed during the period of contract.
- c.Amount payable on account of VCNG shall be calculated based on Schedule generation in the PX as per following method:

Amount payable in Rs. = VCNG (Rs. /kWh) * (Energy Schedule (in kWh) in the power Exchange in the relevant period)

2.2 Variable Charges linked to Gas (VCGA):

The seller shall be entitled to receive Variable charges towards energy scheduled in the Power Exchange through NVVN at the rate of Rs. 8.80/kWh which shall be linked to the price of Gas in INR/MMBTU and USD Exchange rate as per following:

Applicable variable charge linked to Gas (VCGA) = ₹8.80*(GAD_m/GAD_b * Z_m/Z_b)

- GAD_b - Refers to the LNG Gail Delivered (GAD) Ex ship(DES), base value, taken as 13\$/MMBtu
- GAD_m - Refers to the LNG Gail Delivered (GAD) Ex ship(DES) for the day of delivery as communicated by GAIL to NVVN
- Z_b refers to number of Units of INR equivalent to one unit of USD, base value is taken as 82.7 INR
- Z_m refers to number of Units of INR equivalent to one unit of USD as declared on website of RBI for the day of delivery.

Amount payable on account of VCGA shall be calculated based on Schedule generation in the PX as per following method:

Amount payable in Rs. = VCGA (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period)

2.3 Availability:

The GBP plant is required to maintain daily availability of 100% during the contract period.

- The nodal agency shall communicate the dispatch schedule for gas-based plants in consultation with NLDC on three-day advance(D-3) basis where D is date of delivery in the Power Exchange. This may be subject to revision as per inputs received from NLDC from time to time.
- On the basis of schedule allocated to GBP plant, the GBP plant shall confirm the acceptance of generation of same on day ahead basis (D-1) before 08:00 hrs.
- The nodal agency shall bid the accepted quantum by GBP Plant in Day ahead Market.
- The nodal agency would calculate the availability Factor for the day based on the block wise schedule communicated by Nodal Agency and schedule accepted by GBP plant as per following:

S- Schedule communicated by Nodal Agency to GBP Plant for the particular block of the day (MWh)

G- Block wise Schedule accepted by GBP Plant for the particular block of the day (MWh)

Energy not scheduled for the block due to non-availability (ENSB) = $S - G$ if $S > G$

= 0 if $S \leq G$

Energy not scheduled for the day due to non-availability ENSD= \sum ENSB

- No planned maintenance shall be allowed during the Contract Period under this Agreement.
- Liquidated damage (LD) for less delivered availability of GBP plant:**

$$\text{LD in Rs.} = \text{ENSD} * 0.1 * (\text{VCNG} + \text{VCGA}) * 1000$$

2.4 Start-up cost (SC):

The supplier may be required to start/stop the plant seven times during the contract period, including the first start up, in accordance with the NLDC generation profile and cleared schedule.

Beyond seven start up(including the first start up), solely due to instructions received from Nodal Agency, the start-up costs as specified below shall be paid to it

Start-up cost (SC) in Rs = 0.5* VCGA (Rs./kWh) * (Energy Schedule (in kWh) in the Power Exchange in first three hours on start- up) (kWh)

2.5 Power Exchange Charges (PXC in Rs.):

- a) All the charges deducted by Power Exchange for sale of contracted capacity by NVVN shall be payable to NVVN by the Seller. NVVN shall deduct the same from the daily Payment to the Seller towards sale of power.
- b) NVVN will share the daily obligation report and schedule with the generator on receipt of the same from the power exchange.

2.6 Deviation from Scheduled Generation

The GBP plant is required to adhere to blockwise schedule provided by nodal agency/NLDC during the contract period.

- a) The nodal agency shall communicate the cleared schedule in the PX for gas-based plants on one-day advance(D-1) basis where D is date of delivery in the Power Exchange. This may be subject to revision as per inputs received from NLDC from time to time.
- b) On the basis of schedule allocated to GBP plant, the actual generation shall be provided by GBP plant on D+1 basis blockwise for the Dth day before 08:00 hrs.
- c) The nodal agency would calculate the delivered generation factor for the day based on the block wise schedule communicated by Nodal Agency and corresponding actual generation by GBP plant as per following:

DS- Block wise Schedule communicated by Nodal Agency to GBP Plant for the particular day (MWh)

DG- Block wise Corresponding Actual Generation by GBP Plant for the particular day (MWh)

Energy not delivered for the block due to less generation (ENDB) = DS-DG if DS > DG

$$= 0 \text{ if } DS \leq DG$$

Energy not delivered for the block due to less generation $ENDG = \sum ENDB$

d) **Blockwise Penalty for Deviation from schedule Generation (P):**

$$P \text{ in Rs. } = ENDB * 1.1 * ((VCNG + VCGA) - \text{DSM rates blockwise}) * 1000$$

Daily Penalty for Deviation from schedule Generation $PD = \sum P$

3. Delivery Point:

The power shall be sold and delivered by Seller to NVVN at the delivery point as applicable for sale of power in Day Ahead Market in the Power Exchange from time to time.

4.1 Market based dispatch and settlement

- a) NVVN shall bid in the power exchange based on the day ahead availability declared by generator in day ahead market (DAM and/or HP-DAM) as per instruction given by NLDC. This may be subject to revision as per inputs received from NLDC from time to time.
- b) The bid (MW) shall be submitted in Day ahead Market by NVVN in line with the three day ahead assessment/ requirement provided by NLDC. This may be subject to revision as per inputs received from NLDC time to time.
- a) The capacity not offered in the Day ahead Market can be sold by NVVN in the other power exchange market segments as per instructions received from NLDC or power shortage. GBP plant to strictly follow schedule given by nodal agency.
- b) If extra generation is required over and above the Day ahead Market schedule from GBP plant and GAIL is able to make available quantity of gas required over and above the contractual commitments, GBP plant should dispatch the additional power required upto contracted capacity based on the instructions received from nodal agency.
- c) The scheduling and dispatch by seller shall be further in compliance with the provisions of IEGC 2010 and its subsequent amendments. The Seller shall comply with the required Ramp-Rate as per the provisions of IEGC Regulations (as amended).
- d) NVVN will submit bid in the power exchange for appropriate capacity based on advice of NLDC.
- e) The supplier may be required to start/stop the plant 7 times (including first startup) in accordance with the NLDC generation profile and cleared schedule. No separate payment is payable by nodal agency to GBP plant for first 7 (seven) start ups.
- f) NVVN shall share the daily obligation report and daily schedule with the Seller(s) on receipt of

the same from the power exchange.

- g) The bidder shall be required to Schedule its power every 15 minutes on daily basis as per Indian Electricity Grid Code and the applicable extant regulations.
- h) The GBP Plant shall communicate to NVVN its previous day's Station Ex-Bus Schedule Generation and Station Ex-Bus Actual Generation blockwise on daily basis latest by 08:00 hours.
- i) Any deviation from the Schedule shall attract the provisions of CERC Deviation Settlement Mechanism regulation. Deviation settlement shall be carried out as per the applicable CERC/SERC Regulations and in the absence of SERC Regulations on Deviation Settlement, the CERC Deviation Settlement Regulations shall apply to the GBP plant.
- j) In any time block, the Nodal Agency shall be free to sell the power over and above the quantum sold in the Day ahead Market and other market segments on the exchange including market for ancillaries ("Other Sale") up to contracted capacity. Provided that, the Nodal Agency shall not carry out Other Sale at a price lower than applicable VCGA.

4.2 GBP plant procuring Gas

- a) Selected bidder shall have an option to arrange for RLNG on its own or through GAIL. The VCGA so calculated (as mentioned in Clause 2.2) will also be applicable to those selected bidders who opted to arrange for gas themselves. Supply of RLNG is for the crunch period i.e. during April and May 2023 only. The plants will contract for gas with 100% commitment basis to meet gas requirement for minimum offtake specified in this RfS for supply during this period. Hence, for GBP plant who is procuring from GAIL, GAIL has agreed for an additional 7 days after the contract days to take the RLNG which has been left over due to any reason. Contract is extendable for a period upto 7 days under the same terms and conditions of RFS and PPA.
- b) For transporting gas to plants, it may involve pipelines other than that of GAIL where GAIL / customer may book the capacities for transportation of gas. Transportation of gas is governed based on Gas Transportation Agreement (GTA) as per conditions laid by PNGRB. These capacities are on ship or pay basis(daily) and hence may incur ship or pay, imbalance, overrun charges, etc. in case of non-off take of RLNG volume as per respective contracts. Such levies would have to be borne by the GBP plant.
- c) In case of force outage or other reasons, GAIL will try to divert the gas on best effort basis. Any obligation however on take or pay basis shall be to GBP plant.

4.3 Metering:

- a) For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the bidder shall follow the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- b) The bidder shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at its periphery.
- c) In addition to ensuring compliance of the applicable codes, the bidder shall install Main, Check as well as Stand-by meter(s) as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- d) The grid connected GBP plant connected to inter-state or intra-state transmission system shall provide real time telemetry of the parameters as may be specified by the appropriate Load Dispatch Center (LDC) (RLDC/SLDC). All necessary infrastructure/arrangements shall be made by the bidder at its own expense. Failure to provide real time telemetry may lead to disqualification of the bidder.

4.4 Energy Accounting

- a) The daily/weekly/ Monthly Energy Account issued by respective RLDC/SLDC or Regional Power Committee shall be binding on all the parties for billing and payment purposes.
- b) Any change in the methodology of RLDC/SLDC or Regional Energy Account shall be done only as per the decisions taken in the forums and /or CERC orders and both the Parties shall agree to abide by the methodology so finalized.

5. Billing, Payment and Reconciliation:

5.1 Billing, Payment and Reconciliation to GBP plant shall be as follows:

- a) The payment due to GBP plants shall be released on daily basis as detailed in 5.2 below.
- b) Based on previous day's Station Ex-Bus Schedule Generation (MWh) & corresponding Station Ex-Bus Actual Generation (MWh) blockwise communicated by GBP Plant and Schedule Energy (MWh) sold in power exchange by Nodal Agency, the payment to GBP Plants shall be made towards Day's **scheduled Generation** in the Power exchange on Provisional Basis as per clause 5.2.
- c) The GBP plant shall raise monthly invoice(s) for Apr- 23 and May-23 on NVVN including the extension period if any duly accounting and adjusting the applicable LDs, Penalties and compensation under the contract. It is further clarified that final settlement of payment towards power supply to NVVN under this contract will be after the conclusion of contract based on Energy Account(s) and Deviation Settlement Account(s) issued by concerned

RPC(s)/ RLDCs/ SLDCs. The reconciliation based on energy account issued issued by concerned RPC/RLDC/SLDC shall be final.

5.2 Amount due to GBP plant shall be remitted provisionally based on scheduled generation in the PX within 1 (one) business day (Due Date) from date of receipt of the payment from PX (excluding the date of receipt) to NVVN as elaborated below:

(i) Amount payable on account of VCNG for a day: X (in Rs.)

X in Rs. = VCNG (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange for a Day)

(ii) Amount payable on account of VCGA for a day: Y (in Rs.)

Y in Rs. = VCGA (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange for a Day)

(iii) Liquidated Damage on account of less delivered availability for a day: **LDLD in Rs. = ENSD*0.1*(VCNG+VCGA)*1000**

ENSD as per clause 2.3.

(iv) Penalty for Deviation from schedule Generation for a day: PD as per clause 2.6

Provisional deduction of PD based on corresponding actual generation blockwise provided by GBP plant, shall be made at the time of daily remittance.

Net Amount Payable to GBP Plant for a day= X+Y-Z-LD-PD

In the event of due date being a Bank holiday, the next working day would be the due date for daily remittance.

Actual Penalty (In Rs.) for Deviation from Schedule Generation for a day (PD in Rs.) shall be calculated after issue of energy statement from concern RLDC/SLDC or REA.

As per clause 5.1c) the GBP shall raise bill duly accounting for all LDs, penalty as per published account of RLDC/SLDC/REA at the end of the month.

5.3 Compensation on account of minimum offtake:

a) If minimum guaranteed offtake is less than as mentioned in clause 1.0 above on account of instruction of NLDC/Nodal agency, then only minimum guaranteed offtake shall be payable as given below:

b) Amount payable on account of VCNG and VCGA for a contract period (MO) in Rs

=(Minimum Offtake Energy for the contract period - Scheduled energy in the PX for the contract period) *(VCNG+VCGA)

- c) The above amount for minimum offtake is payable only if Gas could not be consumed even after 7 days of lapse of contract period due to any reasons other than attributable to GBP plant as per flexibility provided by GAIL.

5.4 Compensation on account of Start up cost

- If number of start ups during the contract period exceeds as specified in clause 2.4 solely due to instructions received from Nodal Agency additional charges towards start up shall be paid separately at the end of the contract period as per clause 2.4.

Start-up cost (SC) in Rs = 0.5* VCGA * Energy Schedule (in kWh) in the Power Exchange in first three hours on start- up)

Amount payable for compensation for minimum offtake and start up cost (if any) in Rs. =MO+SC

6. PAYMENT SECURITY MECHANISM:

The NVVN shall provide payment security to the Seller through Revolving Letter of Credit (LC) of an amount equal to three days of amount payable to the Seller commensurate to minimum offtake.

7. SURCHARGE FOR LATE PAYMENT:

Late payment surcharge shall be payable at the rate of 12% per annum for any delay in payment beyond the due date to the Seller by NVVN.

8. MISCELLANEOUS:

- a) Seller(s) will furnish CPG within 7 days from the date of letter of award by NVVN for an amount calculated at **Rs 72,000/- (Rupees Seventy Two Thousand)** per MW.
- b) Seller(s) will have an option to provide the CPG in the form of a demand draft or a bank guarantee acceptable to NVVN payable at New Delhi or deposited online through NEFT/IMPS/RTGS payment in the NVVN Bank Account.
- c) If the CPG is submitted in the form of Bank Guarantee, same shall be valid for the period of Contract with a claim period of 1 month after the expiry of contract period in the format as specified in RFS.
- d) The Contract Performance Guarantee (CPG) provided by Seller shall be forfeited for non-performing the contractual obligations. In case the Bidder/Seller fails to offer the contracted power as per the LoA/Agreement to the Procurer and sells this power to any other party, the Procurer shall be entitled to forfeit the CPG. The seller shall be further debarred from

participating in power exchange and also from scheduling this power in any short term/medium term/long term contracts from that generating station for a period of 3 months from establishment of default. On successful completion of the Contract and submission of requisite certification by Seller, the CPG without interest shall be released by NVVN, within 30 days from the end of Contract Period.

- e) Any obligation on procurement of gas by generator on take or pay basis shall be to the accounts of Generator and Nodal Agency and it's representatives shall not in any manner be responsible for same.
- f) Nodal Agency and it's representatives shall not be liable for any Compensation or Penalty under any circumstances under this Agreement. Moreover the nodal agency is indemnified at all times and the seller shall undertake to indemnify, defend and save the Nodal Agency harmless from any and all damages, losses, claims and actions, including and not limited to those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the this agreement, bidding process and supply of power and it's consequences.
- g) Bidder shall not bill fixed charges shall to the PPA beneficiaries(if applicable) for the total contracted quantum for the contract period.

9.FORCE MAJEURE

- a) Neither party shall be in breach of its obligations if the performance of such obligation was prevented, hindered or delayed due to a Force Majeure Event.
- b) Force Majeure Events shall mean the occurrence of any of the following events:
- c) Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- d) Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system and prevents or delays any party in the performance of its obligation in accordance with the terms of this Agreement, but only if and to the extent that
 - I. Such events and circumstances are not within the reasonable control of the affected party and
 - II. Such events or circumstances could not have been prevented through employment of prudent Utility Practices.

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/SLDC.

Either Party shall communicate within 24 hrs. of occurrence of force majeure event to the other party.

10.CHANGE IN LAW

Change in Law provision shall not be applicable for this Contract.

11.COMMUNICATION

All parties shall rely on written communication only.

The Bid submitted by the Seller and all correspondence and documents relating to the bid shall be written in English.

NVVN reserves the right to ask for the additional information from the Seller through letter/ e-mail / fax only. The e-mail ids: nvvnbd@ntpc.co.in; nvvnix@ntpc.co.in; nvvnix@gmail.com; nvvncomml@ntpc.co.in; cr.nvvn@ntpc.co.in.

12.DISCLAIMER

Neither NVVN nor its employees shall be liable to any Seller 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 NVVN or its employees.

13.DISPUTE RESOLUTION

- 13.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
- 13.2 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 13.3 If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under the conciliation Committee of Independent Experts (CCIE) constituted by the Central Government.

IN WITNESS whereof the duly authorized representatives of the Parties have signed on the day and year

first hereinbefore written.

**For & on behalf of
NTPC Vidyut Vyapar Nigam Limited**

**For & on behalf of
.....**

(Signature with seal)

(Signature with seal)

WITNESSES

WITNESSES

1.

1.....

Profile Received from NLDC**Identification of Crunch days during April-23 to May-23**

Following are tentative crunch days during 10th April to 16th May 2023. As per the Table-1, it is inferred that tentative crunch days would come in period from 10.04.23 to 16.05.23 barring Sunday/holidays.

Table 1: Identified crunch dates (Tentative) during April-23 to May-23

13-04-23	15-04-23	17-04-23	25-04-23
26-04-23	27-04-23	28-04-23	29-04-23
02-05-23	03-05-23	04-05-23	05-05-23
06-05-23	08-05-23	09-05-23	10-05-23
11-05-23	12-05-23	13-05-23	15-05-23
16-05-23			

The days mentioned above are tentative, may be extended as informed by NLDC.

Table 2: Tentative gas generation profile

From(hrs)	To(hrs)	Tentative MW despatch
0000	0300	4000
0300	1900	1600
1900	2400	4000

Further, actual date of dispatch schedule for gas-based plants shall be communicated in three-day advance(D-3) to plants.