

Invitation for e-Tender for Procurement of Electricity from Imported Coal Based (ICB) plants with untied capacity on DEEP Portal for 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 1500 MW power from Imported Coal Based (ICB) plants with untied capacity during identified crunch period (10th April’23 to 10th May’23) when the availability of power in the day ahead market (DAM) is expected to be less than the demand.** This would ensure sufficient supply in the DAM, 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 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 ICB plants to DAM shall commence not less than 30 days from the date of issue of Letter of Award (LoA). To give effect to such supply, the selected ICB plant shall offer the capacity through nodal agency on any of the power exchange, which have successfully operated Day Ahead Market for consecutively for last 30 days for each time block.

(As per “Guidelines issued for procurement of power from ICB Plants on competitive bidding basis during crunch period issued by MOP)

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

Sr.	Event	Details
2	Publication of RfS	23 rd Jan'23
3	Last date and time for receiving queries on Bidding Document	31 st Jan '23
4	Pre-Bid Meeting	03 rd Feb '23
5	Response to queries of potential bidders latest by	07 th Feb '23
6	Last date and time of submission of application and bid (Bid Due Date)	14 th Feb '23
7	Opening of Application to the extent of only qualification requirement	14 th Feb '23
8	Intimation to shortlisted and qualified Bidders	17 th Feb'23
9	Opening of Price Bids of qualified bidders	20 th Feb'23
10	eRA and completion of bid evaluation process	22 nd Feb'23
11	Letter of Award (LoA) (to Selected Bidder(s))	25 th Feb'23
10	Validity of Bids	90 days from Bid due date
11	Signing of Agreement (between successful bidders and Nodal Agency based on allocated capacity)	4 th Mar' 23
12	Bids to be submitted through	DEEP e-Bidding Portal
13	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.)

1.0 QUALIFICATION CRITERIA

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

1. The Bidder should be a corporate entity, which shall be verified by Certificate of Incorporation as per clause 2.6 below.
2. The Bidder should be the owner of the Power Station from where electricity shall be supplied;
3. The Power Station shall have untied capacity during identified crunch period, Bid quantum shall not exceed the untied capacity during identified crunch period. Documents in support for the same shall be submitted as per Clause 2.4 below.
4. The Power Station shall be required to meet the technical minimum capacity of 50% of the contracted quantum and at least ramp rate of 1% MW/min in accordance with Indian Electricity Grid code (IEGC) and its amendments, bidder to submit affidavit for the same as per clause 2.5 below

2.0 DOCUMENTS REQUIRED FOR BID SUBMISSION

1. Bid Processing Fee as per **Clause 9.1** & e-bidding Fee as per **Clause 9.2**
2. Earnest Money Deposit/Bid Security as per **Clause 11.0 (Annexure I)**
3. Power of Attorney for signing and submission of bid.
4. Affidavit by bidder that the generating station from where the power shall be supplied is having **untied capacity** and an imported coal based generating station i.e., **uses only imported coal. (Annexure II)**
5. Affidavit by bidder that bidder will ensure a 50% Technical Minimum and at least 1% Ramp rate as per applicable provisions of IEGC 2010 and it's subsequent amendments thereof. **(Annexure III)**
6. Certificate of Incorporation
7. No Deviation Certificate as per **Annexure IV.**

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

Total Required Quantum:

Contract Period	Total Required Quantum (MW)	Duration	Minimum Quantity MW	Bid
10 st April 23-10 th May '23	1500	RTC	200	

The Bidder shall offer power up to the quantum indicated in RfS Document on firm basis and shall not be less than 200 MW. Offer of less than 200 MW will result into non-responsiveness of bid.

Tentative generation profile the generators:

Full capacity shall be dispatched throughout the day during weekdays (from: Monday – Saturday) and 55% of capacity throughout the day on Sunday/Holiday/ extreme whether condition.

4.0 TARIFF STRUCTURE

A multi-part tariff structure with separate Fixed Charge, Variable Charge and Start-up costs is applicable.

4.1 Fixed Charge (F):

- a. Fixed charge shall be quoted by the seller in Rupees/MW/week and shall take into account all other relevant charges including transmission charges, NVVN's trading margin, IEX Charges etc.
- b. Fixed charges will not be indexed during the period of contract.
- c. Fixed Charge recovery shall be based on actual availability.
- d. *Weekly Fixed charges (FC in Rs.) shall be calculated as per following method:*
 - (i) *If Weekly Availability is more than or equal to 95%*
Weekly Fixed Charge (FC) in Rs. = Quoted Fixed Charge in Rs./MW/Week x Contracted Capacity (MW)
 - (ii) *If Weekly Availability is less than 95%*
Weekly Fixed Charge (FC) in Rs. = 90% of [(Quoted Fixed Charge in Rs./MW/Week x Contracted Capacity (MW) x Weekly Availability %)/ (95%)]

The weekly Fixed Charge for a part-week (less than 7 days) shall be paid on pro-rata basis.

Availability:

The Seller is required to maintain normative weekly availability of 95% during the contract period

- a) The Seller shall declare its time-block wise availability including MWH availability of the day simultaneously to NLDC and NVVN on day ahead basis before 08:00 hrs.
- b) The Availability Factor for the week shall be calculated based on daily availability of the Seller as per following:

$$\text{Weekly Availability (\%)} = 100 \times \left(\frac{\text{Declared Availability by Seller in the Week in MWH}}{[(\text{No. of days in the Week} \times 24 \times \text{Contracted Capacity})]} \right)$$

- c) No planned maintenance shall be allowed during the Contract Period under this Agreement.

4.2 Variable Charges(V):

The seller shall be entitled to receive Variable charges on weekly basis towards energy scheduled in the Power Exchange through NRVN at the rate of Rs. 5.34 /kWh which shall be indexed for the price of imported coal, ocean freight charges and USD Exchange rate as per following: -

4.2.1 Determination of Escalation Rate for Imported Coal and Transportation of Imported Coal:

- i. The escalation rate for imported coal for payment shall be computed based on price of Indonesian Coal. (Argus ICI3)
- ii. The escalation rate for transportation of imported coal for payment shall be computed based on Singapore Bunker Price (Clarkson)
- iii. **Indexed VC = ₹5.34 * (0.05 + 0.85 * Argus_m/Argus_b * Z_m/Z_b + 0.10 * Clarkson_m/Clarkson_b * Z_m/Z_b)**

- Argus_b - Refers to the Argus Indonesian Coal Index, base value, taken as 111.89 \$/MT
- Argus_m - Refers to the Argus Indonesian Coal Index (ICI3) for the 1st Succeeding Friday from date of issue of LOA by NRVN
- Clarkson_b - Refers to Clarkson transportation index for coal freight base value, taken as 7.5 \$/MT
- Clarkson_m - Refers to Clarkson transportation index for the Coal Freight (East Coast) for the 1st Succeeding Friday from date of issue of LOA by NRVN
- Z_b refers to number of Units of INR equivalent to one unit of USD, base value is taken as 81.7727 INR
- Z_m refers to number of Units of INR equivalent to one unit of USD as on as on 1st Succeeding Friday from date of issue of LOA by NRVN.

- iv. *Weekly Variable Charges ("VC" in Rs.) shall be calculated as*
*Weekly Variable Charge (VC in Rs.) = Indexed VC (Rs./Kwh) * (Sum of Cleared Daily Schedule (in Kwh) in the Power Exchange in the concerned week)*

4.3 Start-up costs (S):

- a) NLDC or Nodal Agency can intimate the Seller(s) in writing or through mail for taking the Unit under reserve shutdown (RSD) whenever required considering grid conditions.

b) Intimation can be given by NLDC or Nodal Agency to Seller by 10:00 hrs on day ahead basis (D-1) for bringing back the RSD Unit on Bar within the time declared by Seller as per **Annexure III.**

c) In case the seller has to go for RSD solely due to instructions received from NLDC or Nodal Agency on account of low requisition/ schedule i.e. below 50 % of contracted capacity during any period of contract, the Seller shall be paid towards subsequent start-up costs depending upon type of Start-up i.e. Cold Start, Warm Start or Hot Start as indicated below:

“Hot Start” means start up after a shutdown period of less than 10 hours.

“Warm Start” means start up after a shutdown period between 10 hours and 72 hours.

“Cold Start” means start up after a shutdown period exceeding 72 hours.

Based on above, start up cost if applicable shall as per table provided below :

S. No.	Type of Start Up	Cost allowable per start-up if unit has been stopped solely on account of less schedule by NVVN/ NLDC (SC in Rs.)
1	Cold Start Up	Rs. 99,00,000/-
2	Warm Start Up	Rs. 54,00,000/-
3	Hot Start Up	Rs. 36,00,000/-

Start Up cost per Start up shall remain fixed during the period of the contract.

4.4 Power Exchange Charge (PX):

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 Weekly 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

4.5 Trading Margin (TM): NVVN’s trading margin as per the power purchase agreement shall be levied on the successful bidder on the scheduled energy in Power Exchange.

4.6 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

5.0 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 on price taker basis (i.e. Zero Rupees/MWhr) as per instruction given by NLDC.

- b) The bid (MW) shall be submitted in DAM by NVVN in line with the day ahead assessment/ requirement provided by NLDC.
- c) The capacity not offered in the DAM can be sold by NVVN in the other power exchange market segments e.g. RTM etc..
- d) In case the Seller's unit has to go for Reserve Shutdown solely due to low schedule by NVVN/ NLDC, Start-up costs as specified in clause 4.3 shall apply.
- 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 capacity from 50% to 100% of the contracted capacity.*
- g) *NVVN shall share the daily obligation report and daily schedule daily with the Seller(s) on receipt of the same from the power exchange.*

6.0 Settlement for sale of energy in Power Exchange

- a) On the commencement of crunch period, the Nodal Agency will participate in DAM with the quantum of power as advised by NLDC sourced from the supplier in each time block as price taker i.e. with zero price.
- b) In any time block, the Nodal Agency shall be free to sell the power over and above the quantum sold in the DAM 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 variable charge.
- c) DSM Charges shall be in the scope of Bidder.
- d) The reconciliation of accounts between seller and nodal agency would be carried out on weekly basis as per following illustration.

Illustration:

- (i) Applicable Fixed Charges for the Week: FC (in Rs.)
- (ii) Applicable variable charges for the week as per energy schedule by the NVVN in Power Exchange: VC (in Rs.)
- (iii) Applicable Start up cost, if any: SC (in Rs.)
- (iv) Applicable Power Exchange sale related Charges payable by Seller: (PX in Rs.)
- (v) NVVN Margin Payable by Seller: (TM in Rs.)
- (vi) Net Weekly amount payable to Seller (in Rs.): FC + VC + SC – PX – TM**

7.0 Billing and Payment:

7.1 Billing and Payment to Generator shall be on weekly basis. The Energy Bill for previous week shall be raised by the Seller on the end of the Week

- i. Applicable Fixed Charges (Rs.) against the Previous Week availability.
- ii. Applicable Variable charges (Rs.) for the Previous Week scheduled energy in power exchange by NRVN.
- iii. Start-Up Cost (Rs.) for start-ups from RSD, if such RSD was undertaken solely due to instructions received from NRVN/ NLDC. Generator to provide shutdown time, startup time along with shutdown code & startup code, as applicable.

Note: For billing, a week shall be 7 days period starting from 1st day, 8th day, 15th day and so on, of the crunch period as mentioned in the bid documents. However, the last week will be co-terminus with the last day of the crunch period and may contain less than 7 days and accordingly pro rata payment of fixed charge shall be done for last week.

7.2 Due date for payment by NRVN shall be 7 days from date of receipt of bill from Seller. If due date is a Business holiday, next working day shall be the due date for payment.

7.3 *The NRVN shall provide payment security to the Supplier through Weekly Revolving Letter of Credit (LC): of an amount equal to Net Weekly amount payable to the Seller commensurate to Schedule of 90%.*

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 DEEP 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 fixed charges in Rs/MW/week. 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 During the Bidding Process, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.

8.8 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.

8.9 Financial bids of only technically qualified bidders shall be opened. In the Financial Bid, Bidder to quote Fixed Charge (in Rs/MW/week).

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: All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of ₹ 500 per MW for the total capacity sought by NVVN for that particular requisition for which the bidder is willing to bid, to PFC Consulting Limited (PFCCL). The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest.

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 90 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 30,000 (Rupees thirty thousand only) per MW of capacity offered by the Bidder (the "**Bid Security**"), refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance 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 180 (one hundred and eighty) 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 180 (one hundred

and eighty) 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 1500 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 concerned C&M department 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 NTPC / Employer's banker stating the date of sending.

c) An undertaking from the issuing Bank strictly as per format enclosed at Section VII-Forms & Procedures. SFMS / SWIFT message must be sent to the below mentioned NVVN's/Employer'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 Employer 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 10 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 DEEP 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. 2.0 lakhs** 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 VII**.

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**. 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

DEEP 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 DEEP 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 DEEP 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 DEEP Portal. The Bidders are advised to check the DEEP 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 for each requisition. 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** & e-bidding Fee as per **Clause 9.2**
2. Earnest Money Deposit/Bid Security as per **Clause 11.0 (Annexure I)**
3. Power of Attorney for signing and submission of bid.
4. Affidavit by bidder that the generating station from where the power shall be supplied is having untied capacity and an imported coal based generating station i.e., uses only imported coal. (**Annexure II**)
5. Affidavit by bidder that bidder will ensure a 50% Technical Minimum and at least 1% Ramp rate as per applicable provisions of IEGC 2010 and its subsequent amendments thereof. Bidder to submit the data regarding Cold, warm & hot startup time as well as ramp rate (Minimum 1%) (**Annexure III**)
6. Certificate of Incorporation
7. No Deviation Certificate as per **Annexure IV**.
8. PAN & GST Details as per **Annexure V**.
9. EFT Form as per **Annexure VI**

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 17.00 hours IST on the Bid Due Date, at the DEEP 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 DEEP 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 & e-Bidding fee, will only be opened. Proposals corresponding to which original copy of DD /BG towards EMD & proof of submission of Bid Processing Fee & e-bidding 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 after elimination 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 Fixed Charges (Rs/MW/Week) quoted by them in decrements of Rs.1000 or multiples thereof and to increase the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing lowest fixed charges would be visible to all the Bidders.

19.3 The Bidders will have the option to increase the quantum of power upto corresponding to the value of EMD submitted along with price bids but decrease the Fixed Charges 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 Fixed Charges offered in ascending order. The list would also include the name, quantum offered, and tariff 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 Tariff 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 last bidder whose fixed charges are less than or equal to 110% of that for the bidder having lowest fixed charges.

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.

21.3 Along with the weekly invoice, bidder shall submit affidavit and certification to nodal agency that it has used 100% imported coal for the supply against contracted capacity offered against this RfS.

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 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 Appropriate Government.

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

31.0 VENDOR CODE CREATION

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

**ANNEXURE I
BID SECURITY**

To

[Employer's Name and Address]

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 Employer]* (hereinafter called the 'Employer')... the amount of
.....(*)..... without any reservation, protest, demand and recourse. Any such
demand made by the 'Employer' 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.....**

Annexure-II
Declaration for use of 100% imported coal & supply of untied capacity

Affidavit (In Compliance to as amended from time to time)

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 DEEP Portal by
- C. The applicant declares that the plant from which quoted power is to be supplied, is an imported coal-based plant and is generating electricity from the use of imported coal only.
- D. The applicant further 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.
- E. 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 tenderunder this application.
- F. Applicant declares that the supply of power against tender no as per RfS documents shall be from the use of imported coal only.
- 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.

Deponent

Verification

Solemnly affirmed at on that the content of the above affidavit are true to my knowledge and belief and no part of it is false and nothing material has been concealed therefrom.

Date: .

Place: .

Designation:

Annexure-III
Compliance Certificate for Provisions of IEGC 2010

With reference to the Bid Proposal No. dated as per RfS document, it is hereby confirmed that the bidder has read the clauses regarding compliance with the provisions of IEGC 2010 and subsequent amendments.

Bidder has confirmed following data as sought in this bid:

Cold Start Time -

Warm Start up time -

Hot Start up Time -

Ramp up/ down Rate (Minimum 1%) -

It is confirmed that the data provided above are correct and binding on the bidder.

It is further confirmed that bidder will be able to supply of power under this contract upto the technical minimum level of 50% of the contracted quantum.

DATE:

PLACE:

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

**ANNEXURE IV
NO DEVIATION CERTIFICATE**

BIDDER'S NAME AND ADDRESS:

TO:

[Employer's Name and Address]

DEAR SIR,

- 1.0** With reference to our Bid Proposal No. dated for **“Procurement of Electricity from Imported Coal Based (ICB) plants with untied capacity”**, 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 V
DETAILS OF PAN and GSTIN

To,
NVVN Ltd.,

.....
.....

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.

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Employer responsible.

DATE

--	--	--	--	--	--	--	--

**SIGNATURE
(AUTHORISED SIGNATORY)**

NAME:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no.

.....

with our branch and the Bank particulars mentioned above are correct.

DATE

--	--	--	--	--	--	--	--

NAME:

SIGNATURE:
OFFICIAL STAMP
(AUTHORISED SIGNATORY)

Authorization No. :

ANNEXURE VII
PERFORMANCE BANK GUARANTEE

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 Employer") to execute _____(name of the Contract and brief description of Works) (hereinafter called "the Employer".

AND WHEREAS it had been stipulated in the said Contract that the Contractor shall furnish the Employer 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 Employer 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 Employer need not prove or to show grounds or reasons for its demand.

We undertake to pay to the Employer 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 Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Employer 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 90 days beyond the completion of the defects liability 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 Employer that the Employer 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 Employer 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 Employer or any indulgence by the Employer 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 Employer in writing.

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

Yours faithfully

Witness: (Signature).....

..... (Name).....

.. (Signature) (Designation with Bank Seal)

..... (Name) Power of Attorney No.....

..... (Official Address) 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.

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 Imported Coal Based (ICB) Generating 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, in accordance with guidelines issued by the Ministry of Power-Government of India vide letter dated 12.01.2023 to procure power from Imported Coal Based(ICB) plants with untied capacity during identified crunch period (10th April 2023 to 10th May 2023), the Nodal Agency had initiated a competitive bidding process through issue of Request for Supply (RfS)/ e-Tender Notice -dtd with Deep 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(DAM) 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 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- 2.1
4	Bid	shall mean Bid submitted by the Successful Bidder(s), in response to the 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	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 10 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(DAM) from time to time.
10	Fixed Charge	Fixed charge as referred to in Clause 2.2 and shall include all other relevant charges including transmission charges, NVVN's trading margin and all other Charges applicable towards sale in Power Exchange through Nodal Agency.
11	Force Majeure or Force Majeure Event	shall have the meaning ascribed thereto in this Agreement in Clause- 9
12	Nodal agency/Buyer	Means NTPC Vidyut Vyapar Nigam Ltd (NVVN)
13	NLDC	Means National Load Dispatch Centre, New Delhi
14	NVVN Margin/ Trading Margin	Rs.0.07/ kWh plus applicable taxes
15	Power Exchange Charges	Power Exchange Charges as referred to in Clause 2.5
16	Ramp Rate	As defined in IEGC Grid Code 2010 and its subsequent amendments
17	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

		termof PPA as per the terms and conditions specified therein.
18	Successful Bidders	shall mean the Sellers selected by the NVVN in pursuance to the RFS for supply of power as per the terms of the PPA and RFS.
19	Technical Minimum	50% of contracted capacity as per the Letter of Award (LOA) given by NVVN to the Seller
20	Variable Charges	Variable charges as referred to in Clause 2.3

1.CONTRACTED CAPACITY AND CONTRACT PERIOD

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

2.TARIFF STRUCTURE

2.1 Availability: The Seller is required to maintain normative weekly availability of 95% during the contract period

- a) The Seller shall declare its time-block wise availability including MWH availability of the day simultaneously to NLDC and NRVN on day ahead basis before 08:00 hrs.
- b) The Availability Factor for the week shall be calculated based on daily availability of the Seller as per following:

$$\text{Weekly Availability (\%)} = 100 \times (\text{Declared Availability by Seller in the Week in MWH}) / [(\text{No. of days in the Week} \times 24 \times \text{Contracted Capacity})]$$

- c) No planned maintenance shall be allowed during the Contract Period under this Agreement.

2.2 Fixed Charge (F):

- a) The Fixed charge shall be payable to seller for maintaining weekly availability of the contracted capacity.
- b) Full Fixed Charge for the week will be payable on achievement of normative availability of 95% and above.
- c) No incentive shall be payable to Seller for achieving availability above 95%. For clarity, the seller shall not in any way be entitled to receive any payment of fixed charge for the availability achieved beyond 95%.
- d) Weekly Fixed charges (FC in Rs.) shall be calculated as per following method:
 - (i) If Weekly Availability is more than or equal to 95%
 $\text{Weekly Fixed Charge (FC) in Rs.} = \text{Quoted Fixed Charge in Rs./MW/Week} \times \text{Contracted Capacity (MW)}$
 - (ii) If Weekly Availability is less than 95%
 $\text{Weekly Fixed Charge (FC) in Rs.} = 90\% \text{ of } [(\text{Quoted Fixed Charge in Rs./MW/Week} \times \text{Contracted Capacity (MW)} \times \text{Weekly Availability \%}) / (95\%)]$

The weekly Fixed Charge for a part-week(less than 7 days) shall be paid on pro-rata basis.

2.3 Variable Charge (V):

(a) The seller shall be entitled to receive Variable charges towards energy scheduled in the Power Exchange through NVVN at the rate of **Rs. 5.34/kWh** which shall be indexed for the price of imported coal, ocean freight charges and USD Exchange rate as per following:-

(b) Determination of Escalation Rate for Imported Coal and Transportation of Imported Coal:

- i. The escalation rate for imported coal for payment shall be computed based on price of Indonesian Coal. (Argus IC13)
- ii. The escalation rate for transportation of imported coal for payment shall be computed based on Singapore Bunker Price (Clarkson)
- iii. **Indexed VC = ₹5.34 * (0.05 + 0.85 * Argus_m/Argus_b * Z_m/Z_b + 0.10 * Clarkson_m/Clarkson_b * Z_m/Z_b)**

- Argus_b - Refers to the Argus Indonesian Coal Index, base value, taken as 111.89 \$/MT
- Argus_m - Refers to the Argus Indonesian Coal Index for the 1st Succeeding Friday from date of issue of LOA by NVVN
- Clarkson_b - Refers to Clarkson transportation index for coal freight base value, taken as 7.5 \$/MT
- Clarkson_m - Refers to Clarkson transportation index for the Coal Freight (East Coast) for the 1st Succeeding Friday from date of issue of LOA by NVVN
- Z_b refers to number of Units of INR equivalent to one unit of USD, base value is taken as 81.7727 INR
- Z_m refers to number of Units of INR equivalent to one unit of USD as on as on 1st Succeeding Friday from date of issue of LOA by NVVN.

- iv. *Weekly Variable Charges ("VC" in Rs.) shall be calculated as*
*Weekly Variable Charge (VC in Rs.) = Indexed VC (Rs./kWh) * (Sum of Cleared Daily Schedule (in Kwh) in the Power Exchange in the concerned week)*

2.4 Start-up cost (S):

- a) NLDC or Nodal Agency can intimate the Seller(s) in writing or through mail for taking the Unit under reserve shutdown (RSD) whenever required considering grid conditions.

- b) Intimation can be given by NLDC or Nodal Agency to Seller by 10:00 hrs on day ahead basis (D-1) for bringing back the RSD Unit on Bar within the time declared by Seller.
- c) In case the seller has to go for RSD solely due to instructions received from NLDC or Nodal Agency on account of low requisition/ schedule i.e. below 50 % of contracted capacity during any period of contract, the Seller shall be paid towards subsequent start-up costs depending upon type of Start-up i.e. Cold Start, Warm Start or Hot Start as indicated below:

“Hot Start” means start up after a shutdown period of less than 10 hours.

“Warm Start” means start up after a shutdown period between 10 hours and 72 hours.

“Cold Start” means start up after a shutdown period exceeding 72 hours.

Based on above, start up cost if applicable shall as per table provided below :

S. No.	Type of Start Up	Cost allowable per start-up if unit has been stopped solely on account of less schedule by NVVN/ NLDC (SC in Rs.)
1	Cold Start Up	Rs. 99,00,000/-
2	Warm Start Up	Rs. 54,00,000/-
3	Hot Start Up	Rs. 36,00,000/-

Start Up cost per Start up shall remain fixed during the period of the contract.

2.5 Power Exchange Charges (PX 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 Weekly 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 NVVN Trading Margin (TM in Rs.):

- a) Trading margin at the rate of Rs.0.07/ Kwh for the energy scheduled in Power Exchange through NVVN shall be payable by Seller to NVVN.
- b) Trading Margin shall be deducted by NVVN from the Weekly Payment to the Seller towards sale of power.

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. 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 on price taker basis (i.e. Zero Rupees/MW/hr) as per instruction given by NLDC.
- b) The bid (MW) shall be submitted in DAM by NVVN in line with the day ahead assessment/ requirement provided by NLDC.
- c) The capacity not offered in the DAM can be sold by NVVN in the other power exchange market segments e.g. RTM etc..
- d) In case the Seller's unit has to go for Reserve Shutdown solely due to low schedule by NVVN/ NLDC, Start-up costs as specified in clause 2.4 shall apply.
- 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 capacity from 50% to 100% of the contracted capacity.*
- g) *NVVN shall share the daily obligation report and daily schedule daily with the Seller(s) on receipt of the same from the power exchange.*

5. Billing, Payment and Reconciliation:

- a) Billing and Payment to Generator shall be on weekly basis. The Energy Bill for previous week shall be raised by the Seller on the end of the Week.
 - i. Applicable Fixed Charges (Rs.) against the Previous Week availability.
 - ii. Applicable Variable charges (Rs.) for the Previous Week scheduled energy in power exchange by NVVN.
 - iii. Start-Up Cost (Rs.) for start-ups from RSD, if such RSD was undertaken solely due to instructions received from NVVN/ NLDC. Generator to provide shutdown time, startup time along with shutdown code & startup code, as applicable.

Note: For billing, a week shall be 7 days period starting from 1st day, 8th day, 15th day and so on, of the crunch period as mentioned in the bid documents. However, the last week will be co-terminus with the last day of the crunch period and may contain less than 7 days and accordingly pro rata payment of fixed charge shall be done for

last week.

- b) Due date for payment by NVVN shall be 7 days from date of receipt of bill from Seller. If due date is a Business holiday, next working day shall be the due date for payment.
- c) DSM Charges shall be in the scope of Seller.
- d) The reconciliation of accounts between seller and NVVN would be carried out on weekly as per following illustration:

Illustration

- (i) Applicable Fixed Charges for the Week: FC (in Rs.)
- (ii) Applicable variable charges for the week as per energy schedule by the NVVN in Power Exchange: VC (in Rs.)
- (iii) Applicable Startup cost if any: SC (in Rs.)
- (iv) Applicable Power Exchange sale related Charges payable by Seller for the week: (PX in Rs.)
- (v) NVVN Margin Payable by Seller for the week: (TM in Rs.)
- (vi) **Net Weekly amount payable to Seller (in Rs.): $FC + VC + SC - PX - TM$**

6. PAYMENT SECURITY MECHANISM:

NVVN shall provide Weekly Revolving Letter of Credit (LC) for an amount equal to Net Weekly amount payable to the Seller commensurate to Schedule of 90%.

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. 2.0 lakhs** 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. 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.
- e) The Seller shall submit Certificate as per enclosed Form-1 to NVVN certifying that it has used only imported coal for supply of energy against the contracted capacity under this PPA along with his last invoice.
- f) 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.

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 Appropriate Government.

If any dispute under applicable law(s) is required to be adjudicated by appropriate Commission, the same shall be as per the provisions of the Electricity Act'2003.

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.

FORM-I

**IMPORTED COAL FORMAT
COAL REPORT OF WEEK-----, 2023**

1. Name of Station :
2. Week, Month & Year :
3. Capacity in MW :
4. Coal Data (MT) :
- Opening stock :
- Imported coal :
- 1.
- 2.

Total Imported Coal received during the week:

5. Total Coal Consumption in mt
Imported Coal :
6. Useable Coal Stock at the end of week in mt
Imported Coal :
7. Unit Generated in MWh During the week:
8. Average UHV, GCV & % of ash content of Coal:
(a) As received
(b) As fired
9. No. of consignment received during the week :
10. Other details of imported coal such as bill of lading, PO etc. enclosed:

For & on behalf of Seller

.....

(Signature with seal)