



NTPC VIDYUT VYAPAR NIGAM LIMITED

(A Wholly Owned Subsidiary of NTPC Limited, A Maharatna Organization,

under Ministry of Power, Government of India)

**5th Floor, Engineering Office Complex,
A-8A, Sector -24, Noida – 201301 (U.P.)**

Request for Selection (RfS) Document

For

**Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for
a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding**

**Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for
a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding**



DISCLAIMER

This Bid Document is not an agreement or an offer or invitation by NVVN to Bidders or any third party. The purpose of this Bid Document is to provide Bidders with information to assist in the formulation of their Bids.

This Bid Document does not purport to contain all the information each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for NVVN to consider the particular needs of each party who reads or uses this Bid Document. Each Bidder should conduct its own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources.

NVVN does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document.

Neither NVVN nor its employees shall have any liability to any Bidder or any other person under the law of contract, or the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the Contract, or any other information supplied by or on behalf of NVVN or its employees or otherwise arising in any way from the selection process for the award of the Contract.

NVVN reserves the right in its sole and unfettered discretion, without any obligation or liability whatsoever to accept or reject any or all of the Bids at any stage of the bidding process without assigning any reasons.

NVVN reserves the right to change, modify, add or alter the Bid Document at any time during the bidding process.



CONTENT OF THE RfS:

- 1) BID Information Sheet
- 2) Section I – Invitation for Bid (IFB)
- 3) Section II – Instructions to Bidders (ITB)
- 4) Section III – Qualifying Criteria (QC)
- 5) Section IV – Forms & Formats
 - a. Annexure I – Bid Security Form
 - b. Annexure II – Affidavit of Untied Capacity
 - c. Annexure-III – Technical Details
 - d. Annexure IV – Compliance Affidavit
 - e. Annexure V – Declaration of Full Speed no load Test
 - f. Annexure VI – Declaration regarding ABT Compliance
 - g. Annexure VII – No Deviation Certificate
 - h. Annexure VIII – Details of Pan & GST
 - i. Annexure IX – Electronic Fund Transfer
 - j. Annexure X – Performance Bank Guarantee



BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding.				
(B)	RfS NO. & DATE	NVVN/ RE-252 /2024-25/,				
(C)	TYPE OF BIDDING SYSTEM	Two Envelope Bid Followed by e-RA				
(D)	TYPE OF RfS/ TENDER	E-Tender				
(E)	CONTRACT PERIOD	Three (03) to Five (05) years				
(F)	TENDER FEE/COST OF BIDDING DOCUMENT	<table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> <p>Rs. 22,500/ for this RfS to be submitted either through NEFT/RTGS transfer in the account of NTPC Vidyut Vyapar Nigam Limited, or in the form of DD/Pay Order along with the response to RfS in favour of “NTPC Vidyut Vyapar Nigam Limited”, payable at New Delhi.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>					
NOT APPLICABLE	<input type="checkbox"/>					
(G)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> <p>Amount: INR 2,00,000/- (Indian Rupees Two Lakhs) per MW per Project to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS.</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>					
NOT APPLICABLE	<input type="checkbox"/>					

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(H)	PERFORMANCE BANK GUARANTEE	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
		Rs. 15,00,000 (Rs. Fifteen lakhs) per MW of Contracted Capacity	
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	NTPC VIDYUT VYAPAR NIGAM LIMITED (A Wholly Owned Subsidiary of NTPC Limited, A Maharatna Organization, under Ministry of Power, Government of India) 5th Floor, Engineering Office Complex, A-8A, Sector -24, Noida – 201301 (U.P.) Scheduled as per NIT on www.eprocurementpc.nic.in .	
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on Tender portal	
(K)	TECHNO-COMMERCIAL BID OPENING	As per NIT on Tender portal	
(L)	e-Reverse Auction (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.	
(M)	Name, Designation, Address and other details (For Submission of Response to RfS)	Sr. Manager (C&M) NTPC VIDYUT VYAPAR NIGAM LIMITED Engineering Office Complex, Plot No. A-8A Sector 24, Block A, Noida, Uttar Pradesh 201301 Email: nvvncontracts@ntpc.co.in Corporate Identification Number: U40108DL2002GOI117584, website: www.eprocurementpc.nic.in Phone No: 0120-4948574	

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



SECTION - I

INVITATION FOR BIDS (IFB)

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



Invitation for Bids (IFB)
for
(Single Stage Two Envelope Bidding Under e-Tendering followed by e-Reverse Auction)

1. NTPC VIDYUT VYAPAR NIGAM LIMITED (hereinafter referred to as “NVVN”), a wholly Owned Subsidiary of NTPC Limited (Govt of India Enterprises), was established with the objective of carrying out the business of Purchase / Sale of all forms of electrical power from SEBs, Power Distribution Companies, other organizations, and bulk power consumers etc., in India and abroad. NVVN holds the highest category ‘I’ trading license. During the previous and current financial years (i.e. FY 2023-24 and FY 2024-25), NVVN had invited bids to facilitate supply upto 4000 MW power from Gas Based Power (GBP) plants during High Demand period in Apr 23- May 23 and Mar’24- June 24 respectively as per MOP-GOI scheme.
2. NVVN intends to procure power upto 500 MW from untied capacity of Gas based generators through competitive bidding for a period of Three (03) to Five (05) years. The bidders are required to bid for 500 MW or less, however the capacity quoted could not be less than 50 MW.
3. The Selected Bidder(s) is required to supply the power at CTU-ISTS Periphery (“Delivery Point”).
4. NVVN shall receive Bids pursuant to this RFS in accordance with the terms set forth in this RFS and other documents to be provided by NVVN pursuant to this RFS, as modified, altered, amended and clarified from time to time by NVVN, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in e-tender portal for submission of Bids (the “Bid Due Date”).

OVERVIEW OF THE RFS

5. NVVN has adopted a Single Stage Two Envelope bidding process followed by e-reverse Auction (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first envelope includes documents for pre-qualification of interested parties in accordance with the provisions of the RfS and opening of the Bid of the prequalified and short-listed Bidders. After opening of Price bid, system will send an email to all qualified Bidders which are eligible to participate in the e-Reverse Auction. The Bid shall be valid for a period of not less than 120 days (one hundred twenty days) from the Bid Due Date.
6. Bidders shall submit their bid by offering a Fixed Charge (in Rs/kWh), a Specific Gas Consumption (in mmBTU/MWh) for different generation profile & the quoted quantum at delivery point in MW.
7. Award shall be issued to the L1 Bidder. The remaining capacity, if any, may be procured from other Bidders who matches L-1 price evaluated based on quoted fixed charge (Rs/kwh) and Gas Consumption Charge per unit (Rs/kwh).

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GENERAL

8. The complete RfS Documents are available at e-bidding portal <https://www.bharat-electronictender.com/>. Interested bidders shall download the RfS Documents from the portal as per the provisions available therein.
9. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com/> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the bidder to get themselves registered at the aforesaid portal.

They may obtain further information regarding this IFB from the registered office of NVVN at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com/>, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting Bharat ETS directly, as and when required. NVVN in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

10. While submitting/ uploading the bids, the system through portal asks Class III Digital Signature, bidder is required to obtain Class III Digital Signature.
11. A Single Stage Two Envelope Bidding Procedure followed by e-Reverse Auction will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. The respective rights of NVVN and the Bidder shall be governed by the RfS Documents.
12. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on e-Portal.
13. Bidder shall submit bid proposal along with non-refundable Tender fee, and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet online only. Bid proposals received without the prescribed Tender Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
14. RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from e-Portal. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on Bharat ETS Portal only. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned portal.

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15. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of NVVN (offline) whose mailing address is mentioned in the Bid Information Sheet.
16. The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
17. 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) as on bid submission date. 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) as on bid submission date.
18. NVVN shall conduct e-Reverse Auction (e-RA), after opening of price bid.
19. NVVN reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



Preamble

This part (Section - II) of the RfS Document provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of NVVN. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com/etshome/> bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless consists of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the respective rights of NVVN and Bidders shall be governed by the RfS Documents.

Further in all matters arising out of the provisions of this Section - II and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Central Electricity Regulatory Commission and courts of New Delhi shall have exclusive jurisdiction.

1. OBTAINING RfS DOCUMENTS

The RfS document can be downloaded from the Bharat ETS Portal <https://www.bharat-electronictender.com>.

Note: Interested bidders have to download the official copy of RfS & other documents after login into the e-portal by using the Login ID & Password during registration. The bidder shall be eligible to submit/ upload the bid document only after logging into the e-bidding portal.

2. TENDER FEES

Prospective Bidders interested to participate in the bidding process are required to submit their bids in response to this RfS document along with a non- refundable Tender fee as mentioned in the Bid Information Sheet. A bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amounts pertaining to Tender Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

Bidders may opt for Online Transfer through NEFT/RTGS to NVVN's Bank account whose details are provided below.

- i. NAME: NTPC Vidyut Vyapar Nigam Limited.
- ii. Bank Name: ICICI Bank Limited
- iii. Branch: CONNAUGHT PLACE BRANCH
- iv. Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI- 110001
- v. IFSC Code: ICIC0000007
- vi. Account No.: 000705008910

Bids submitted without Tender Fee and/or Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by NVVN.

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3. **Total Contracted Capacity**

- 3.1. Selection of Gas Power Generator for procurement of up to 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding.
- 3.2. The interested Bidders are required to participate in the Request for Selection (RfS) for total capacity upto 500 MW, but not less than 50 MW.

4. **Plant location:**

The Gas Power Plants can be located anywhere in India. However they should be connected to inter-state or intra-state transmission system as well as connected to gas pipeline/grid.

5. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NVVN will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. **Clarification on Bidding Documents**

A prospective Bidder requiring any clarification to the bidding documents may notify NVVN through e-mail to nvvncontracts@ntpc.co.in, kushankkumar@ntpc.co.in, or in writing by post at the address indicated in RfS. NVVN will respond to any request for clarification or modification of the bidding documents that it receives no later than the last date of receipt of queries as specified in e-tendering portal. NVVN will post the Clarifications at e-tender portal and Bidders can view these clarifications once they are posted at the portal. Bidders shall be notified through e-mail regarding posting of clarification at the e-tender portal. Bidders are also advised to regularly check e-tender portal regarding posting of clarification, if any.

Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference as specified in RfS. Accordingly, any query (ies) received from Bidders after the cut-off date shall not be considered and bidders to submit the bid based on the documents (and amendments/ Errata/ Clarifications thereof) issued.

7. **Amendment to Bidding Documents**

At any time prior to the deadline for submission of bids, NVVN may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendments will be posted at e-tender portal for viewing by the Bidder. Bidders shall be notified through e-mail regarding posting of amendments at the portal. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the

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Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, NVVN may, at its discretion, extend the deadline for the submission of bids.

8. Language of Bid

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and NVVN shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.

The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.

9. BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

9.1 The Bidder shall furnish, as part of its Bid, a Bid Security in a separate envelope in the amount and currency as stipulated in the Bid Information Sheet.

9.2 Format & Validity of Bid Security

The Bid Security shall, at the Bidder's option, be in the form of a Banker's Cheque, Irrevocable Letter of Credit or a bank guarantee from any of the banks specified in Bid Data Sheets. In case of Foreign Bidders, the Bid Security can be from any other bank also in addition to the banks specified in the Bid Data Sheets and if the Bank Guarantee is from a Bank not specified in the Bid Data Sheets, then the Bank Guarantee shall be confirmed by any of the Banks specified in the Bid Data Sheets.

The format of the Bank Guarantee or Letter of Credit shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty five (45) days beyond the original Bid Validity period and beyond any extension of bid validity subsequently requested under ITB Sub-Clause titled 'Extension of Bid Validity Period'.

Bidders may opt for Online Transfer through NEFT/RTGS to NVVN's Bank account whose details are provided below.

- i. NAME: NTPC Vidyut Vyapar Nigam Limited.
- ii. Bank Name: ICICI Bank Limited
- iii. Branch: CONNAUGHT PLACE BRANCH
- iv. Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001

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- v. IFSC Code: ICIC0000007
- vi. Account No.: 000705008910

9.3 The Bid Security in Original shall be submitted in a separate sealed envelope before the stipulated bid submission closing date and time. In case acceptable Bid Security in a separate sealed envelope is not received then online Bid shall be rejected by NVVN as being non-responsive and shall not be opened.

9.3.1 Confirmation of BG through Structured Financial Messaging System (SFMS) / SWIFT

While issuing the physical BG, the Bidder's Bank shall also send electronic message to NVVN's Beneficiary Bank whose details are provided in BDS through secure

SFMS (in case of BGs issued from within India)

or

SWIFT (in case of BGs issued from outside India) (applicable in case of ICB Tender)

9.4 Subject to ITB clause 12.7, the Bid Security of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid and the Bid Security of all the Bidders except recommended / evaluated L-1 bidder, whose price bids are opened, shall be returned expeditiously.

9.5 The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' and has furnished the required Performance Securities pursuant to ITB Clause titled 'Performance Security'.

9.6 **Forfeiture of Bid Security**

The Bid Security may be forfeited

- (a) if the Bidder withdraws or varies its Bid during the period of Bid Validity;
- (b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause titled 'Arithmetical Correction';
- (c) if the Bidder does not withdraw any deviation, variation and additional condition to the provisions of bidding documents read in conjunction with its amendment/errata/clarification/addenda mentioned anywhere in the bid without any price implication whatsoever to the NVVN.
- (d) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with ITB Clause titled 'Signing the Contract Agreement', and / or
 - (ii) to furnish the required Contract Performance Guarantee/ Security Deposit, in accordance with ITB Clause titled 'Performance Security'.

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- (e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NVVN.
- (f) In case the bidder/Contractor is disqualified from Bidding Process in terms of Section 3 & 4 of Integrity Pact (relevant if the provision of Integrity Pact is stipulated in BDS).

10. Period of Validity of Bids

10.1 Bid (comprising both Techno-Commercial and Price Envelope) shall remain valid for a period of one hundred Twenty (120) days from the deadline set for submission of Bid. The bids valid for a shorter period shall be rejected by NVVN as being non-responsive.

10.2 Extension of Bid Validity Period

In exceptional circumstances, NVVN may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

11. Sealing and Marking of Physical Documents

The physical documents shall be sealed and marked in the following manner:

- (i) The bid security shall be sealed in a separate envelope duly marking the envelope as "BID SECURITY".
- (ii) Tender Fee shall be sealed in a separate envelope duly marking the envelope as "TENDER FEE".
- (iii) The power of attorney shall be sealed in a separate envelope duly marking the envelope as "POWER OF ATTORNEY".
- (iv) Other Attachments, if stipulated in this RfS, shall be sealed in a separate envelope duly marking the envelope in the manner stipulated above.

12. Deadline for Submission of Bids

Bids must be submitted at e-tender portal no later than the time and date stated in the Bid Data Sheet. The physical documents shall be submitted before stipulated bid submission time at the address specified in Bid Information sheet and NVVN shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.

NVVN may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause titled 'Amendment to Bidding Documents', in which case all rights and obligations of NVVN and Bidders will thereafter be subject to the deadline as extended.



13. Modification and Withdrawal of Bids

13.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received prior to the deadline prescribed for bid submission. NVVN shall return the bid through e-tendering mode for modification or withdrawal as requested.

13.2 A Bidder wishing to withdraw its bid shall notify NVVN in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by post or by email followed by post confirmation postmarked not later than the deadline for submission of bids.

13.3 The notice of withdrawal shall:

(a) be addressed to NVVN at the address named in Bid Information Sheet, and

(b) bear the Package name, the RfS number, and the words "BID WITHDRAWAL NOTICE".

Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

13.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause titled 'Period of Validity of Bids'. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause titled 'Forfeiture of Bid Security'.

14. Opening of Bids

14.1 Techno-Commercial Bid Opening

14.1.1 The NVVN will first open Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Information Sheet. In the event of the specified date for the opening of bids being declared a holiday for NVVN, the bids will be opened at the appointed time on the next working day. All important information and other such details as NVVN, at its discretion, may consider appropriate, will be announced at the opening.

14.1.2 In case requisite bid security pursuant to ITB Clause titled 'Bid Security', and/or 'Tender Fee' as per provision of Integrity Pact specified in ITB are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by NVVN as being non-responsive and shall not be opened.

14.2 Price Bid Opening

14.2.1 After the evaluation process of Techno-Commercial bid is completed, NVVN will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the RfS, shall also be informed in writing and their



Price bid will be rejected and shall not be opened and their bid security shall be returned.

14.2.2 Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid found to be responsive, will be opened online on the e-tender portal itself. The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by NVVN.

14.2.3 **Reverse Auction**

Reverse Auction shall be carried out on the evaluated price as per methodology defined later in this section.

15. **Clarification on Bids**

During bid evaluation, NVVN may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the reference plant declared in the bid for the purpose of meeting Qualifying Requirement specified in RfS. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of reference plants in the bid by new/additional plant for conforming to Qualifying Requirement shall be sought, offered or permitted.

16. **Contacting NVVN**

Subject to ITB Clause titled 'Clarification on Bids', no Bidder shall contact NVVN on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

Any effort by a Bidder to influence NVVN in NVVN's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. **Contract Performance Guarantee (CPG)**

17.1 The Successful Bidder(s) will furnish CPG for an amount calculated at Rs. 15,00,000 (Rupees Fifteen Lakh only) per MW within 7 days from the date of letter of award by NVVN or prior to start of schedule, whichever is earlier.

17.2 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.

17.3 If the Bank Guarantee is submitted, it shall be valid for 45 days after the period of Contract with a claim period of 1 month from the expiry of bank guarantee in the format as specified in Annexure VIII. In case of any extension of the contract period, unconditional extension of validity of CPG shall be provided by the seller.

17.4 In the event that the CPG is not furnished within the stipulated date, the EMD submitted against

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the Notification shall be forfeited.

17.5 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.

17.6 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.

18. OPENING AND EVALUATION OF BID

18.1 Technical proposals will be opened by NVVN 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 Tender Fees, will only be opened. Proposals corresponding to which original copy of DD /BG towards EMD & proof of submission of Tender 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 Bidders are required to quote Following Bidding Parameters:

- (i) Fixed Charge (FC in Rs/kWh) for supply of power at the delivery point for the normative availability
 - (ii) Offered Capacity (in MW): The Bidder shall offer capacity up to the ceiling of 500 MW quantum on a firm basis at ISTS periphery of the region where bidder is connected and shall not be less than 50 MW.
 - (iii) Minimum Capacity(in MW): Bidder is required to indicate minimum capacity that the bidder is willing to accept
 - (iv) Bidder to quote per unit gas required for generation under three different profile:
 - a. Full load (100%) operation at contracted quantum for 8 hours (MMBTU/MWH) (Open cycle): G1
 - b. Full load (100%) operation at contracted quantum for 8 hours, 50% load for 16 hours at contracted quantum (MMBTU /MWH): G2
 - c. Full load (100%) operation at contracted quantum for 24 hours (MMBTU /MWH): G3
- Expected Annual PLF shall be around 20%, however, Bidder may be required to generate power beyond that as per NVVN requirement.

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18.5 The Burner Tip gas prices considering 10\$/MMBTU DES and other charges for State of Gujarat, AP, Uttarakhand, Delhi & Maharashtra are used for evaluation as per Evaluation Criteria mentioned below.

18.6 Evaluation of Bids would be done on basis of Total Tariff which shall be worked out as:

$$\text{Total Tariff} = \text{FC} \times 4.25 + \text{GCC}$$

Where,

- 1) Fixed Charge per unit (FC) in Rs/kwh quoted by bidder
- 2) Gas Consumption Charge per unit (GCC) in Rs/kWh

Gas Consumption Charge per unit (GCC) in Rs/kWh shall be worked out as follows:

$$\text{GCC} = \text{Gr} \times 83.5 \times (10 + \text{OC for each bidder}) / 1000 \text{ (Rs/kwh)}$$

i. Gr is Weighted Average Gas Required (in MMBTU/MWH) calculated as:

$$\text{Gr} = \text{G1} \times 0.75 + \text{G2} \times 0.20 + \text{G3} \times 0.05$$

- a. G1 = Volume of Gas required for Full load (100%) operation at contracted capacity for 8 hours (Open Cycle) (MMBTU/MWH)
- b. G2 = Volume of Gas required for Full load (100%) operation at contracted capacity for 8 hours, 50% load for 16 hours at contracted quantum (MMBTU /MWH)
- c. G3 = Volume of Gas required for Full load (100%) operation at contracted capacity for 24 hours (MMBTU /MWH)

ii. OC is Other miscellaneous Charges such as VAT, Transportation etc. indicated below (as applicable to each bidder based on location and state VAT) with USD conversion rate (\$1=Rs.83.5)

Petroleum and Natural Gas Regulatory Board Tariff Order Dated: 27th June, 2023 has defined Unified zonal tariffs for gas transportation charges as follows:

Unified Zone	Gas Transportation Tariff (Rs. /MMBTU on GCV basis)
Zone 1	40.00
Zone 2	79.00
Zone 3	114.52

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- Delivery point: Delivered at Plant
- Gas rate: \$10/MMBTU Delivered Ex Ship at Dahej
- USD conversion rate (\$1=Rs.83.5)

Thus, applicable transportation and VAT charges for different states are as follows:

SL No	State	Zone	Transportation Charges		GST on Transportation charges	VAT	VAT (\$/MMBTU)	Other Charge (Total) (OC) (\$/MMBTU)
			Rs./MMBTU	(\$/MMBTU)	(\$/MMBTU)			
1	AP	Zone 3	114.52	1.371	0.165	5%	0.577	2.112
2	Delhi	Zone 3	79	0.946	0.114	0%	0.000	1.060
3	Gujarat	Zone 1	40	0.479	0.057	15%	1.580	2.117
4	Haryana	Zone 2	79	0.946	0.114	6.3%	0.697	1.756
5	Maharashtra	Zone 2	79	0.946	0.114	3%	0.332	1.391
6	Rajasthan	Zone 2	79	0.946	0.114	10%	1.106	2.166
7	Uttarakhand	Zone 3	114.52	1.371	0.165	0%	0.000	1.536
8	Uttar Pradesh	Zone 2	79	0.946	0.114	10%	1.106	2.166

If the Power Plant is in any other state, Transmission Charges, VAT etc. shall be calculated on the above lines.

18.7 After evaluation of individual bids as per Evaluation Criteria at Clause 18.6 above, the Bids shall be listed in ascending order of the Total Tariff i.e. Fixed Charge (FC in Rs/kwh)*4.25 + Gas Consumption Charge per unit (GCC) in Rs/kWh .

18.8 In case number of Bidders are more than 03, and the quantum is more than 150 % of the requisitioned capacity after removing H1 bidder (i.e. Bidder having highest total tariff), H1 bidder shall be disqualified.

19. E - REVERSE AUCTION (e-RA)

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

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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 only the Fixed charge (Rs/kWh) quoted by them, in decrements of Rs 0.01 or multiples thereof and to change the capacity quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing lowest Total Tariff (L-1 Price) would be visible to all the Bidders.

19.3 The Bidders will have the option to change the Capacity between quoted Capacity and that corresponding to the value of minimum of EMD, or e-bidding fee submitted along with price bids.

20. ISSUANCE OF LETTER OF AWARD (LoA)

20.1 The Bidder after the e-RA process will be ranked in accordance with the Revised Total Tariff (i.e. $FC \times 4.25 + GCC$) in ascending order. The Bidder, having lowest Revised Total Tariff will be the Successful Bidder. In the event, if two or more Bidders quote the same amount of Revised Total Evaluated Cost in Rs. /kWh during e- Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

After the completion of e-Reverse Auction, the prevailing lowest Total Tariff would be visible to all the Bidders ("Lowest Total Tariff"). L-1 Bidder (i.e. bidder(s) having lowest Total tariff) shall be considered for Issuance of Award.

20.2 In case Requisitioned capacity remains unfulfilled by L1 bidder, other Bidder(s) shall be given a chance for matching the Lowest Total Tariff ("L-1 Matching") by reducing their respective Fixed Charges (in kWh) in ascending order to L2, L3 etc.

20.3 NVVN reserves the right to issue Letter of Award (LoA) to the Shortlisted Bidder(s), subject to matching L1 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 NVVN rejects or annuls all the Bids, it may go for fresh Bids hereunder.

20.4 After selection, a Letter of Award (the "LoA") shall be issued in duplicate by NVVN 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, NVVN may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on

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account of failure of the Selected Bidder(s) to acknowledge the LoA.

21. CONTRACT AWARD AND CONCLUSION

21.1 After acknowledgement of LoA by the Selected Bidder(s), NVVN 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. NVVN would forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA.

22. RIGHT TO ACCEPT / REJECT THE BID

22.1 Lowest valid rate of the price bid should normally be accepted. The NVVN may cancel the bidding process in case the price discovered is not in line with the market scenario.

22.2 NVVN reserves the right to accept or reject a bid if NVVN 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. FRAUD PREVENTION POLICY

The Bidder shall strictly adhere to the Fraud Prevention Policy of NVVN displayed on its website www.nvvn.co.in and shall immediately apprise NVVN 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.

24. GOVERNING LAW

All matters arising out of or in conjunction with the RfS, PPA 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.

25. DISPUTE RESOLUTION

25.1 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.

25.2 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.

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25.3 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.

26. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

26.1. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

26.2. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online may be verified before signing of PPA.

26.3. If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, Procurer reserves the right to reject such response to RfS and/ or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

26.4. If the event specified above is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

26.5. Response submitted by the Bidder shall become the property of the NVVN and NVVN shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in relevant Clause of Section-II, Instructions to Bidders (ITB).

26.6. All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, and PPA) submitted online must be digitally signed by the person authorized by the Board.

26.7. All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

26.8. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

26.9. Response to RfS that are incomplete, which do not substantially meet the requirements

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prescribed in this RfS, will be liable for rejection by Procurer.

26.10. Response to RfS not submitted in the specified formats will be liable for rejection by Procurer.

26.11. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

26.12. Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of Procurer of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

27. NON-RESPONSIVE BID

The electronic response to RfS submitted by the bidder along with the documents submitted online to NVVN shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”: -

- (a) Non-submission of the requisite Tender Fee as mentioned in the Bid Information Sheet;
- (b) Non-submission or partial submission of EMD in acceptable form along with RfS document.
- (c) Response to RfS not received by the due date and time of bid submission;
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid;
- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

28. PRE-BID MEETING

28.1. NVVN will make an effort to respond to the clarifications received in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaires and NVVN’s response will be uploaded in the e-tender portal. If necessary, amendments, clarifications, elaborations shall be issued by NVVN which will be notified on e-tender Portal only. No separate reply/ intimation will be given for the above, elsewhere.

28.2. A Pre-Bid Meeting shall be held as mentioned in the e-tender Portal (Venue as mentioned in Bid Information Sheet).

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29. **GAS SOURCING**

NVVN has applied for trading license for trading of Gas on Indian Gas Exchange (IGX) In the event, Bidders are required to source gas from IGX for supply of power under this contract, they shall procure gas through NVVN as Trader.

For procurement of Gas directly from Gas supplier Bidder may be required to enter into Tripartite agreement among Bidder, Gas supplier and NVVN.

NVVN will reimburse take and pay liability to the generator for non-scheduling due to reasons attributable to NVVN only.

30. **Integrity Pact –**

Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as attached in nvvn website www.nvvn.co.in.

Bidders shall certify their compliance on "**Integrity Pact** " by submission of No deviation certificate along with this bid.

On Bidder's submission of this bid, Bidder confirms to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the NVVN and enclosed with the Bidding Documents.

Submission of No Deviation certificate, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.

It may also be noted that subsequent to NVVN's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.

31. **Independent External Monitors (IEM)s**

In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of Contract to oversee implementation and effectiveness of the Integrity Pact Program.

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NVVN or directly with the IEMs address

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the NVVN including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV partners/ Consortium member with confidentiality.

The Nodal Officer for necessary coordination with Independent External Monitors shall be as under:

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(i)	Concerned Group Head in C&M	:	if the issue pertains to awarding of Contract by C&M
(ii)	Concerned Head of Department	:	if the issue pertains to other departments
(iii)	Concerned Head of of Department	:	if the issue pertains to post- award execution of Contract

Details of the Independent External Monitors (IEMs) appointed by NVVN is available at our website www.nvvn.co.in

32. “Restrictions on procurement from a Bidder of a country which shares a land border with India”

32.1 Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Conditions of Contract (SCC).

Further, any bidder having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority as mentioned in Special Conditions of Contract (SCC).

(Definition/Requirement of ToT shall be as specified in DOE OM Ref. No. F.7/10/2021-PPD(1) dated 23.02.2023, enclosed with SCC)

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.

Further the successful bidder shall not be allowed to sub-contract services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.

However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

32.2 “Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

32.3 “Sub-contractor” (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a

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procurement process.

32.4 “Bidders from a country which shares a land border with India” / “Subcontractor from a country which shares a land border with India” / “Entity from a country which shares a land border with India” mentioned in para 32.1 above means;

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

32.5 The beneficial owner for the purpose of clause “32.4” above will be as under;

- a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
 - e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

32.6 An Agent for the purpose of clause “32.4” is a person employed to do any act for another, or to represent another in dealings with third person.

[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.

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ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

32.7 Bidders shall certify their compliance to ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India" by accepting the terms and conditions of this tender.

Submission of No Deviation certificate shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" and its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

33. Anti-Bribery and Anti-Corruption (ABAC) Policy:

The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of NVVN shall strictly adhere to Anti-Bribery and Anti-Corruption (ABAC) Policy of NVVN displayed on tender website <https://ntpctender.ntpc.co.in/>. Bidders shall certify their compliance on "Anti-Bribery and Anti-Corruption (ABAC) Policy" of NVVN by accepting no deviation to the bid.

Submission of No Deviation certificate at e-Tender Portal shall be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of NVVN as displayed on tender website at <https://ntpctender.ntpc.co.in/> under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of NVVN.

34. CONFLICT OF INTEREST

- 34.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of NVVN's interests. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:
- they directly or indirectly control, or are controlled by or are under common control of another entity; or
 - they have the same legal representative/agent for purposes of their bids;
 - or
 - they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or
 - Bidder participates in more than one bid in this bidding process.

For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or



indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.

34.2 Bidders shall certify their compliance to ITB Clause "Conflict of Interest" by accepting the accepting the terms and conditions of this RfS and submission of No deviation Certificate.

Submission of No Deviation certificate shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Conflict of Interest" and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.

35. Change in Ownership

By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of an Associate or the Developer (in case of the Bidder being a Trading Licensee), whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of pre- qualification under and in accordance with Section III, the Bidder shall be deemed to have knowledge of the same and shall be required to inform NVVN forthwith along with all relevant particulars about the same and NVVN may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the PPA but prior to the Appointed Date of the Project, it would, notwithstanding anything to the contrary contained in the PPA, be deemed to be a breach of the PPA, and the same shall be liable to be terminated without NVVN being liable in any manner whatsoever to the Supplier. In such an event, notwithstanding anything to the contrary contained in the PPA, NVVN shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to NVVN under the Bidding Documents and/ or the PPA or otherwise.

36. **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-Electronic Tender Portal [ETS], i.e. 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 capacity for which the bidder is submitting the bid. 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

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



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.)



SECTION - III

QUALIFYING

REQUIREMENTS FOR BIDDERS (QR)

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of
Three (03) to Five (05) years under Tariff-based Competitive Bidding



The Gas Based Power Generators meeting the qualifying requirements stipulated hereunder in Clause 1.0 are eligible to bid:

1.0 Technical QR

1.1 The generating plant from where power is proposed to be supplied should have untied capacity for the quoted quantity for the contract period. Affidavit in this regard shall be submitted in the prescribed format.

1.2 Gas based power plants connected to gas pipeline/grid are only eligible. Affidavit in this regard shall be submitted in the prescribed format.

1.3 a) In case Gas based power plant has been under Shutdown for more than one month, Gas based power plant should have conducted Full Speed No Load (FSNL) test in last 30 days from the bid submission date. Counter reading of the fired hours, before and after conducting the test shall be submitted in prescribed format

OR

b) In case Gas based power plant has been under operation, following documents shall be submitted:

i) Deviation Settlement statement showing actual generation of plant issued in last 30 days from the bid submission date or

ii) Special Energy Meter (SEM) Data or Joint meter reading data certified by SLDC/RLDC/Discoms showing plant operation in last 30 days from the bid submission date.

1.4 Gas based power plant should have conducted hydro test of Waste Heat Recovery Boiler (WHRB) in last one year from the bid submission date. Valid Hydro test Certificate needs to be submitted.

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



SECTION IV

SAMPLE FORMS & FORMATS FOR BID **SUBMISSION**

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



**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 NTPC Vidyut Vyapar Nigam Limited (hereinafter called the 'NVVN')... the amount
of(*)..... without any reservation, protest, demand and recourse. Any
such demand made by the 'NVVN' 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.....**

**Selection of Gas Power Generator for procurement of upto 500 MW from untied
capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive
Bidding**



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.

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



Annexure-II
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:

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



Annexure-III Technical Details

1. Name of the Bidder:
2. Contact Person details:
 - i. Name:
 - ii. E-mail:
 - iii. Contact no. Office: Mobile No.
3. Plant Details:
 - i. Delivery Point: Generator Interconnection with ISTS Network. All applicable charges and losses upto delivery point to the account of the applicant
 - ii. Location of Plant(s):
 - iii. Plant Installed Capacity (in MW):
 - iv. Untied Capacity available for contract (in MW):
 - v. No. of Gas Turbines (GT), Steam Turbines (ST) and capacity (in MW):
 - vi. Plant closed cycle Heat rate (kCal/kWh)
 - vii. Plant open cycle Heat rate (kCal/kWh)
 - viii. Plant License, Connectivity Status (Yes/No):
 - ix. Connection Point to ISTS Network and Voltage Level:
 - x. Last overhauling schedule (Minor & Major) Days and Date:
 - xi. Upcoming overhauling Tentative schedule (Minor & Major) Days:

DATE:

PLACE:

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



Annexure-IV Compliance Affidavit

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

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

Ramp up/ down Rate (Minimum 1%)

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

E. The applicant indemnifies the 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.

F. 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 V

(Declaration regarding Full Speed no Load test)

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

*We have conducted Full Speed no Load test (FSNL) in last 30 days from the bid submission date.

1. *Date of test conducted:*
2. *Counter Reading before FSNL test:*
3. *Counter Reading after FSNL test:*

OR

*We have submitted following documents in support of the QR:

- i) Deviation Settlement statement showing actual generation of plant issued in last 30 days from the bid submission date or*
- ii) Special Energy Meter (SEM) Data or Joint meter reading data certified by SLDC/RLDC/Discoms showing plant operation in last 30 days from the bid submission date*

*Bidder to Strike out, whichever is not applicable.

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....



ANNEXURE VI

(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 fulfill 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 Dispatch Center (LDC) (RLDC/SLDC).”

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....



ANNEXURE VII
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
“**Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding**”, 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 NVVN 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 NVVN, failing which the bid security shall be forfeited.

DATE:

PLACE:

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



ANNEXURE VIII
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.

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding



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

To
NTPC VIDYUT VYAPAR NIGAM LIMITED,
5th Floor, Engineering Office Complex
A-8A, Sector-24, Noida-2013001
Email: nvncontracts@ntpc.co.in

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

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

We undertake to pay to the NVVN 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 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 NVVN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the NVVN 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 NVVN that the NVVN 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 NVVN 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 NVVN or any indulgence by the NVVN 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 NVVN 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.

Selection of Gas Power Generator for procurement of upto 500 MW from untied capacity for a period of Three (03) to Five (05) years under Tariff-based Competitive Bidding

POWER PURCHASE AGREEMENT
Between
_____ Gas Based Power Plant (Seller)
And
NTPC Vidyut Vyapar Nigam Limited

This Power Purchase Agreement (herein-after referred to as Agreement or "PPA") is entered into on the day of..... 2024 between **(Seller)**....., a company

incorporated under the provisions of The Companies Act, 1956 (Central Act 1 of 1956) having its registered office at, (hereinafter referred to as seller) 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. 6/Trading/CERC dated 23 July 2004 and having its Registered office at **Core-7, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi 110003** (hereinafter referred to as "NVVN" or "Buyer"), procurement of power from Gas based power plants (GBP plants) for a period of [...] years 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, NVVN had initiated a competitive bidding process through issue of Request for Supply (RfS)/ e-Tender Notice with Bharat ETS portal Event Ref: No Pursuant to the said bidding process,**(Seller)** has been selected by the NVVN vide Letter of Award No., as the Seller for sale and supply of electricity for the 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 NVVN accordingly.

The seller agrees to sign all necessary documents to facilitate trading of above power in power exchange through NVVN under this agreement. The seller shall submit No Objection Certificate (NoC) from concerned LDC/SLDC/RLDC against LOA quantum for bidding in power exchange /other segment at it's own cost.

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

The RfS dated and its terms and conditions including any amendment(s), 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	Business Day	Shall mean with respect to Seller and Buyer, a day other than Sunday/Saturday or a statutory holiday, on which the banks and NVVN both remain open for business;
4	Contracted Capacity/ Quantum	shall mean the net capacity of power (in MW) contracted between the Seller and the Buyer for supply at the Delivery Point;
5	Contract Performance Guarantee	As referred to in Clause 7 of this Agreement;
6	Contract Period	The contract period for supply of power by the seller shall mean the period commencing from to, which may be extended for further period as per mutual agreement between the parties.
7	Delivery Point	Interconnection point of the State with the ISTS Network, where Seller is located.
8	Force Majeure or Force Majeure Event	shall have the meaning ascribed thereto in this Agreement in Clause 8
9	GBP	_____ Gas based power generating plant selected by NVVN for supply of power under this power purchase agreement.
10	RLDC/ NLDC/ SLDC	Regional Load Despatch Centre/ National Load Despatch Centre/ State Load Despatch Centre
11	Ramp Rate	1% per minute of the contracted quantum
12	Schedule Plant Load Factor (Schedule PLF) in % for Day/ Month/ Year	Schedule PLF(%) for day = $(100 \times \text{Schedule Energy (MWH) for the day}) / (\text{Contracted capacity (MW)} \times 24)$ Schedule PLF for month, year or any reference period shall be accordingly calculated.
13	Seller(s)	Bidders selected by NVVN in pursuance to the RFS for supply of power as per the terms of the PPA and RFS and 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.
14	Technical Minimum	Not more than 50% of contracted capacity as per the Letter of Award (LOA) given by NVVN to the Seller

1.0 CONTRACTED CAPACITY AND CONTRACT PERIOD

Contract Period	Contracted Capacity (MW)
FromtoMW

- I. The Seller shall supply power from the contracted capacity solely as per the instruction received from NVVN.
- II. NVVN may ask the Seller to schedule the power commensurate to full or part of the contracted capacity to one or more than one grid connected entities. The Seller shall not impose any additional condition for supply of such power to the entities as communicated by NVVN.
- III. Delivery Point: The delivery point for supply of power by Seller shall be the State Interconnection point with ISTS Network where GBP is located. All applicable transmission Charges and losses up to and at Delivery point shall be to the account of Seller. All charges & losses beyond the delivery point shall be to the account of NVVN.
- IV. The technical minimum level for supply of power by the Seller shall be 50% of the contracted capacity.
- V. The estimated annual generation @20% PLF against the contracted capacity is ____ MU. However, the month-wise generation may vary as per the requirement of NVVN.
- VI. The Seller unconditionally agrees to adhere to the scheduling instruction given by NVVN for operation of the plant for the contracted capacity.

2.0 TARIFF STRUCTURE

The tariff payable will be based on two components- (i) Fixed charges (Rs) for the month (FC billing period) and (ii) Gas consumption charges for the Schedule Generation during the fortnight (GCC billing period).

- 2.1 **Availability:** The Seller shall declare its Daily Availability in MWH for each 15-Minute Time Block in the Day. Availability (%) for the reference period (i.e. day, month or year) shall be calculated based on daily availability declaration as per following:

Availability (%) for the Reference Period (e.g. Day/ Month/ Year) =

(Sum of Available MWH at delivery point during the Reference period) / (Contracted Quantum (MW) x no. of Hours in the Reference period)

The Normative Availability for recovery of full fixed charges by the Seller for the month will be 85%.

- 2.2 **Fixed Charge (Rs./kWh):** Fixed charges (FC) of Rs.____ per kWh shall be paid to Seller for maintaining availability of the contracted capacity on monthly basis.

Monthly Fixed Charges (MFC) in Rs. for the month:

- (a) Full (100%) MFC shall be payable to Seller for maintaining monthly availability of 85% or more.

Full (100%) MFC in Rs. = Fixed charge(FC) in Rs./kWh x 85% x (contracted capacity (MW) x no. of hours in the month x 1000)

- (b) MFC for Seller in case of monthly availability below 85% shall be reduced on a pro-

rata basis.

For example for monthly availability of 80%:

MFC in Rs. = Fixed charge(FC) in Rs./kWh x 80% x (contracted capacity (MW) x no. of hours in the month x 1000)

- (c) No escalation in fixed charges shall be applicable during the duration of contract.
- (d) Liquidated damages toward lower monthly availability shall be payable by the Seller to NVVN/ deducted from payment to GBP seller as per applicable provisions under this agreement.

2.3 Gas Consumption Charge (GCC) (Rs.): Gas Consumption Charge (Rs.) shall be payable by NVVN to the Seller on fortnightly basis in respect of the energy scheduled by NVVN from the GBP during the fortnight period (i.e. 1st to 15th day; and 16th to End of Month) as per the applicable specific gas consumption(MMBTU/MWH) and **Gas supply rate** (GSR)(Rs./MMBTU) at the burner tip (Generator delivery flange).

Foreign Exchange rate (USD to INR) as billed by gas supplier to seller for the corresponding billing period shall be used for calculation of gas supply rate.

Specific Gas consumption (SGC) in MMBTU/MWH: The applicable specific gas consumption (MMBTU/MWH) for payment of Gas consumption charges to the Seller for the different generation profile and Day's schedule plant load factor (%) is as under:

The applicable Gas Consumption Charge (GCC in Rs.) for the Seller for each day shall be calculated based on the Scheduled Generation (SG) for the day and SGC for the generation profile commensurate to the Day's SG PLF as follows:

Generation Profile	Day's Schedule (MW) Profile	Day SG PLF(%) Range	Applicable SGC (MMBTU/MWH)	Payable gas consumption charge (Rs.) for the day
A	8 Hours operation at 100% Contracted Capacity (Peak Hour Operation)	Open Cycle Operation PLF : around 33%	G1	Day's SG(MWH) x SGC (MMBTU/MWH) for "A" Profile x Gas Rate (Rs./MMBTU) at Burner tip applicable for Seller
B	50% of Contracted Capacity for 16 Hours and 100% of Contracted Capacity for 8 Hours	PLF less than 80% and up to 50% (Technical Minimum)	G2	Day's SG(MWH) x SGC (MMBTU/MWH) for "B" Profile x Gas Rate (Rs./MMBTU) at Burner tip applicable for Seller
C	100% Contracted Capacity – Round the Clock operation	PLF 100% to 80%	G3	Day's SG(MWH) x Quoted Sp. Gas Consumption (MMBTU/MWH) for "C" Profile x Gas Rate(Rs./MMBTU) at

				Burner tip applicable for Seller
--	--	--	--	----------------------------------

- a) Applicable Taxes on gas and gas transportation charges shall be paid during the corresponding billing period limited to above specific gas consumption or actual gas consumption whichever is lower.
- b) The GBP plant shall communicate to NVVN its previous day's gas consumption corresponding to NVVN schedule on daily basis latest by 06:00 am.
- c) Fortnightly reconciliation of gas consumption shall be carried out with the Seller on the basis of the schedule provided by NVVN.
- d) The Gas Consumption Charges (GCC) to the Seller shall be payable on fortnightly basis. Gas consumption by GBP beyond applicable specific gas consumption limit in respect of the schedule generation for the fortnight shall be to the Seller's account.
- e) Open Cycle (OC) reimbursement for each startup in closed cycle operation shall be payable to the seller based on actual, but not more than OC operation of 4 hrs. This reimbursement shall be payable only for the open cycle operation of GT/module before coming to combined cycle mode.
- f) **Gas Consumption Charge (GCC) for the Fortnight Invoice Period (in Rs.)**
GCC for the Fortnight (Rs.) =
Sum of Payable Gas Consumption Charge (Rs.) for each day during the Fortnight
- g) **Start-up Cost (SC):**
No additional component towards Start-up cost (SC) will be payable to generator in the contract period.

2.4 Liquidated Damage for low availability

Seller must maintain Normative Plant Availability of 85% on monthly basis.

Liquidated damages for non-availability shall be twice the monthly Fixed Charges payable for the capacity not being made available below normative availability.

$$\text{Liquidated damages in Rs.} = (A - B) \times \text{FC} \times 2$$

where,

A is Normative Monthly Availability in kWh basis.

B is Actual Monthly Availability, as calculated in kWh basis;

FC is applicable Fixed Charge in Rs./kWh

2.5 Penalty due to Deviation from Scheduled Generation

The GBP plant is required to adhere to a block wise schedule provided by NVVN during the contract period.

The scheduling of Gas based power plant shall be as per the provisions of applicable Grid code amended from time to time.

On the basis of schedule allocated to the GBP, the block wise actual generation shall be provided by GBP to NVVN on D+1 basis for the delivery (i.e. previous) day by 06:00 hrs.

NVVN would calculate the delivered generation factor for the day based on the block wise schedule communicated by NVVN and corresponding actual generation by GBP plant as per following:

DS- Block wise Schedule communicated by NVVN 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

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

Following Penalty shall be applicable in a time block if actual generation is less than Scheduled Generation and total tariff (FC in Rs./kWh + Gas Cons. Charges in Rs./kWh) is more than DSM rate for that block:

Apart from take or pay liability if any, Block wise Penalty for Deviation from schedule Generation (P) shall be as follows:

P in Rs. = ENDB * 1.1 * ((4.25 * FC + (Gas Consumption Charges for a day / Day's SG(kWh)) - DSM rates block wise) * 1000

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

2.6 Take or pay liability due to lower Gas Consumption

Any take or pay liability due to lower gas consumption, on account of lower generation schedule provided by NVVN shall be to the account of NVVN as per the terms and conditions of Tri-partite Gas Sourcing Agreement signed amongst NVVN, Seller and Gas Supplier.

Any other take or pay liability levied for lower gas consumption shall be to the account of Seller.

Gas penalty shall be as per the penalty imposed by gas supplier under the tripartite agreement.

3 Scheduling, Metering and Energy Accounting

A. Dispatch & Settlement

i. The GBP Plant shall communicate its day-ahead availability for the 96 time blocks to NVVN latest by 06:00 AM. NVVN shall schedule the power as per its requirement based on the daily availability declared by GBP Plant.

- ii. The scheduling and dispatch by seller shall be further in compliance with the provisions of applicable IEGC and its subsequent amendments. Any penalty imposed by RLDCs/ SLDC on the GBP plant shall be Seller's responsibility and to the Seller's account. NVVN shall not be responsible for any penalty imposed on the GBP plant by RLDC/ SLDC.
- iii. The supplier may be required to start/stop the plant in accordance with the generation profile and communicated schedule upto contracted capacity provided by NVVN.
- iv. The GBP Plant shall communicate to NVVN its previous day's Station Ex-Bus Schedule Generation and Station Ex-Bus Actual Generation block wise on daily basis latest by 06:00 hours.
- v. 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. The DSM charges in respect of the GBP plant shall be to the account of Seller.
- vi. Consent for overhauling: The Seller shall plan overhauling in consultation with and after consent from NVVN. No overhauling shall be planned by the GBP during high demand months i.e (Apr- October) in the year.

B. Metering:

- For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the Seller shall follow the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- The Seller shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at its periphery.
- In addition to ensuring compliance of the applicable codes, the Seller 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.

C. Gas Sourcing for GBP plant

For procurement of Gas from Indian Gas exchange (IGX) under this contract, the Seller shall procure gas through NVVN as Trader. NVVN and Seller shall separately sign the Gas Trading Agreement for procurement of gas through IGX.

For procurement of Gas from Gas supplier, the Seller may enter into Tripartite agreement with Gas supplier and NVVN.

D. Energy Accounting

- i. The Regional Energy Account/ State Energy Account issued by respective RLDC/SLDC or Regional Power Committee shall be binding on the parties for billing and payment purposes.

- ii. In case of any differences, the decisions of the RPC forums/ RLDC/SLDC shall be final, and both the Parties shall agree to abide by the decision so finalized.
- iii. 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.
- iv. Scheduling charges for GBP shall be in the scope of Seller.

4 Billing, Payment and Reconciliation:

Billing, Payment and Reconciliation shall be as follows:

- i. The invoice for payment of monthly fixed charges shall be raised by the Seller based on daily availability declared by them and accepted by NVVN. Calculation of monthly fixed charges shall be as per clause 2.2.
- ii. The invoice for payment of fortnightly Gas Consumption charges based on daily schedule communicated by NVVN shall be raised by the Seller within two business days following the end of each fortnight. Seller shall provide details of gas consumption for each day of fortnight for the schedule provided by NVVN. Calculation of gas consumption charges shall be as per clause 2.3.
- iii. The fortnightly gas consumption charges payable shall be reconciled based on schedule energy published in the regional energy account (REA) or state energy account (as applicable).
- iv. **Due Date for payment:**
 - i. Due date for payment of monthly fixed charge shall be 15 working days from the date of invoice raised by Seller. In case of due date being holiday, next business day shall be the due date for payment.
 - ii. Due date for payment of Gas Consumption Charge shall be 3 working days from the date of invoice raised by the Seller. In case of due date being holiday, next business day shall be the due date for payment.
- v. **Recovery of Liquidated Damages and Penalties:** The liquidated damages towards (i) monthly availability lower than normative availability (ii) deviation of actual generation from schedule generation (iii) Take or pay liability for Gas consumption due to factors other than lower schedule and (iv) any other liability/ adjustment in the contract shall be recovered by NVVN from the fortnightly GCC payment and monthly fixed charge (MFC) payment,
- vi. All payments and adjustments under this PPA shall be reconciled between NVVN and Seller on quarterly basis.

5 Payment Security Mechanism:

NVVN shall provide payment security to the Seller through Standby Letter of Credit (LC) of an amount equivalent to monthly Fixed charge and Gas consumption charges commensurate to 15 days of average generation offtake with respect to the contracted capacity.

6 Surcharge for Late Payment:

- i. Late payment surcharge (LPS) for delay in payment beyond due date shall be payable to

the Seller at the rate of 15% per annum, calculated on day to day basis.

7 Contract Performance Guarantee (CPG):

- i. The seller will furnish CPG for an amount calculated at Rs. 15,00,000 (Rupees Fifteen Lakh only) per MW within 7 days from the date of letter of award by NVVN or prior to start of schedule, whichever is earlier.
- ii. The seller 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.
- iii. If the Bank Guarantee is submitted as CPG, same shall be valid for a further period of 45 days beyond the end of the contract period with an additional claim period of 1 month in the format as specified in RfS. In case of any extension of the contract period, unconditional extension of validity of CPG shall be provided by the seller.
- iv. In the event the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.
- v. The CPG provided by the Successful Seller(s) shall be forfeited for non- performing the contractual obligations or furnishing the false information. In case the Seller/Seller fails to offer the contracted power as per the LoA/Agreement to NVVN and sells this power to any other party, NVVN shall be entitled to forfeit the CPG and terminate the contract. All consequential liability shall be to the account of Seller.
- vi. 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 after final reconciliation including settlement of take or pay liability.
- vii. NVVN and its representatives shall not be liable for any Compensation or Penalty under any circumstances under this Agreement. Moreover NVVN is indemnified at all times and the Seller undertakes to indemnify, defend and save the NVVN 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.

8 Force Majeure

A. Force Majeure Event

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.

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. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake,

landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Station Premises);

- ii. strikes or boycotts (other than those involving the Seller, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Power Station for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year.
- iii. the discovery of geological conditions, toxic contamination or archaeological remains on the Station Premises that could not reasonably have been expected to be discovered through an inspection of the Station Premises; or
- iv. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- v. any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;
- vi. industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days during the Year;
- vii. any civil commotion, boycott or political agitation which prevents generation or transmission of electricity by the Seller for an aggregate period exceeding 7 (seven) days in the Year;
- viii. Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of 'Change in Law' clause and its effect, in financial terms, exceeds the sum payable under change in law;
- ix. compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Seller,
- x. unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Seller, or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Seller's, or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- xi. Non-availability of gas to Gas based power plants due to constraints in gas supply infrastructure. Provided that confirmation regarding existence of such constraint is certified by the Gas supplier/ gas transporter. Any consequent DSM liability due to such constraint will

be to the account of Gas based generator.

xii. any event or circumstances of a nature analogous to any of the foregoing.

B. Reporting Force Majeure Event

The force majeure event shall be notified by the affected party as soon as possible but not later than 7 days from the date of its occurrence which shall consist of : nature and extent with documentary support; the estimated duration and its affect on the performance of the Affected Party and any other relevant

C. Effect of Force Majeure Event

Neither Party shall be liable to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

D. Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice of 15 days to the other Party without being liable in any manner whatsoever.

9 Change In Law

A. "Change in Law" means the occurrence of any of the following after the Bid Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the Bid Date;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or
- (e) any change in the rates of any of the Taxes that have a direct effect on the Project;

B. Notice for Change in Law

If the Seller is affected by an incident of Change in Law and considers itself eligible for relief for such Change in Law, then, it shall give notice to the Buyer of such Change in Law, along with the documentary evidence, if any, establishing the impact of such Change in Law. Upon such notification of the Change in Law, the Buyer shall compensate the Seller for any and all claims of the Change in Law in the form and manner as provided in clause C of this Article in this Agreement.

It shall also be the obligation of the Seller to intimate and pass on any benefit of Change in Law that would result in reduction of Tariff under this Agreement. The notice served shall provide, amongst other things, precise details of the:

- i. Change in Law;
- ii. effect on the Seller;
- iii. amount, if any, that have already accrued and become payable until the date of last Invoice; and
- iv. adjustment required in the Tariff, for the amounts accrued/ to be accrued after the date of last Invoice.

C. Tariff Adjustment Payment on account of Change in Law

- i. At any time after providing the notice, the Seller shall issue a supplementary Invoice for the amount noted in the notice. In case the amount under Change in Law as claimed by the Seller is not disputed by the Buyer, the Buyer shall make payment of such supplementary Invoice within 30 (thirty) days thereof upon receipt of supplementary Invoice.
- ii. Pursuant to the notification of the adjustment required in the Tariff as above, all the subsequent Invoices shall be issued with such adjustment in the Tariff, which adjusted Tariff, shall be the Tariff for all purposes thereafter.
- iii. In case of any dispute on the Change in Law claims of the Seller including on quantum of such claims, the Parties shall have such disputes adjudicated in terms of **Dispute Resolution** hereunder.

10 GOVERNING LAW AND JURISDICTION

This Agreement shall be interpreted, construed and governed by the Laws of India and courts at New Delhi shall have the exclusive jurisdiction.

11 Termination for Convenience

After completion of one(01) year of the contract period, NVVN reserves the right to terminate this Agreement by giving an advance notice of one month.

12 Events Of Default and Termination

12.1 Seller's Event of Default

The occurrence of any of the following events at any time during the Term hereof, shall constitute an Event of Default by the Seller ("Seller's Event of Default") unless such an event occurs as a result of Buyer's Event of Default or due to a Force Majeure Event:

- i. failure or refusal by the Seller to perform any of its material obligations under this Agreement;
- ii. the Seller has voluntarily become the subject of proceeding under any bankruptcy or insolvency laws or an order is made admitting a petition against the Seller under the Insolvency and Bankruptcy Code, 2016 if the Seller becomes unable to pay its debts or has gone into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of the Seller, is for the purpose of a merger, consolidation or reorganization, and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Seller, and expressly assumes all obligations under this Agreement, and is in a position to perform them;

- iii. the Seller has repudiated this Agreement;
- iv. Failure to supply any energy by the Seller for a continuous period of 15 days; and
- v. material breach or default by the Seller of the terms of this Agreement.

12.2 Consequence of Seller's Event of Default

- i. Upon the occurrence of any Seller's Event of Default, NVVN may deliver a default notice ("Seller's Default Notice") to the Seller, specifying in reasonable detail, the Seller's Event of Default giving rise to Seller's Default Notice, and calling upon the Seller to remedy the same within 7 days.
- ii. If the default is not remedied within a period of 7(seven) days of the Seller's Default Notice, the Buyer may terminate this Agreement by serving the termination letter to the Seller with no further liability on the Buyer.
- iii. In case this Agreement is terminated where the defaulting Party is the Seller, the Seller shall compensate NVVN for one Month of Fixed Charges. This will be in addition to payment by the Seller to NVVN for all take-or-pay liability on NVVN related to gas arising out of this termination, liability of NVVN towards compensation to end procurer of the power, break out cost/ damages/ open access or other grid charges related liability payable by NVVN for pre-mature termination of this contract.
- iv. The Seller shall remain liable to supply the scheduled Electricity up to the effective date of termination pursuant to the Buyer's Termination Notice.

12.3 Buyer(NVVN) Event of Default

The occurrence of any of the following events at any time during the Term hereof, shall constitute an Event of Default by the Buyer/NVVN ("Buyer's Event of Default") unless such an event occurs as a result of the Seller's Event of Default or due to a Force Majeure Event:

- i. failure or refusal by the Buyer to perform any of its material obligations under this Agreement;
- ii. failure or refusal by the Buyer to pay any undisputed portion of the Invoice for a period of 90 (Ninety) days after the Due Date;
- iii. if the Buyer has voluntarily become subject of the proceeding under any bankruptcy or insolvency laws or an order is made admitting a petition against the Buyer under the Insolvency and Bankruptcy Code, 2016, if the Buyer becomes unable to pay its debts or has gone into liquidation or dissolution or has a receiver appointed over it or liquidator is appointed, pursuant to Law, except where such dissolution of Buyer is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and creditworthiness similar to the Buyer and has expressly assumed all obligations under this Agreement, and is in a position to perform them;
- iv. the Buyer has repudiated this Agreement; and
- v. material breach or default of Buyer of the terms of this Agreement.

12.4 Procedure for Buyer's Event of Default

- i. Upon the occurrence of any Buyer's Event of Default and continuance of the

same for a continuous period of 15 days, the Seller may deliver a default notice (“Buyer’s Default Notice”) to the Buyer, specifying in reasonable detail, the Buyer’s Event of Default giving rise to Buyer’s Default Notice, and calling upon the Buyer to remedy the same within 15 days.

- ii. IF the default is not remedied within a period of 15 days of the Buyer’s Default Notice, , the Seller may terminate this Agreement by serving a 15 days’ notice to such effect to the Buyer, with no further liability on Seller.
- iii. In case this Agreement is terminated on Buyer’s Event of Default, the Buyer shall compensate the Seller for 3 (three) Months of Fixed Charges Corresponding to MGO on pro-rata basis.
- iv. The Buyer shall remain liable to pay all Tariff, charges, dues and other undisputed payments up to the effective date of termination pursuant to the Seller’s Termination Notice, on the premise that the scheduled Electricity is being made available to the Buyer.

13 Disclaimer

Neither NVVN nor its employees shall be liable to 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.

14 Dispute Resolution

- I. 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.
- II. The parties agree to use their best efforts for resolving all Disputes within 60 days from the notice 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.
- III. If the parties are not able to resolve the Dispute within a period of 60 days, the disputes related to tariff shall be adjudicated under the Electricity Act’2003 by the appropriate commission. All other Disputes shall be resolved as per the Arbitration and Conciliation Act, 1996.
- IV. The Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any proceedings commenced pursuant to this Agreement.
- V. It is clarified that during the pendency of adjudication, if any, the Parties shall continue to perform their obligations as per terms of this Agreement.

15 Communication

All parties shall rely on written communication only.

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.

Address of the NVVN (NVVN): For M/s. NTPC Vidyut Vyapar Nigam Ltd

For Scheduling & Operational Matters: -

Kind Attention : NVVN Control Room/AGM (SO)
Address : M/s NTPC Vidyut Vyapar Nigam Ltd,
5th Floor, Engineering Office Complex, NTPC Ltd.
A-8A, Sector-24, Noida 201301 (U.P)
Telephone No : 0120-2410606, 0120-4948584
Email : cr.nvvn@ntpc.co.in

For Billing & Commercial Matters: -

Kind Attention : AGM (Commercial)
Address : M/s NTPC Vidyut Vyapar Nigam Ltd,
5th Floor, Engineering Office Complex, NTPC Ltd.
A- 8A, Sector-24, Noida 201301 (U.P)
Telephone No : 0120-49485251, 0120-4948531
Email : nvvncomml@ntpc.co.in

Address of the Seller:

For Scheduling & Operational Matters:-

Kind Attention :
Address :

Telephone No :
Email :

For Billing & Commercial Matters:-

Kind Attention :
Address :

Telephone No :
Email :

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

(Signature with seal)

For & on behalf of Seller

.....

(Signature with seal)

WITNESSES

- 1.
- 2.

WITNESSES

- 1
- 2.....