

Invitation for e-Tender for Procurement of power from generators/ energy storage providers by NTPC Vidyut Vyapar Nigam Limited (Nodal Agency) for upcoming high demand period

Request for Supply (RfS)

INTRODUCTION AND BACKGROUND

NTPC VIDYUT VYAPAR NIGAM LIMITED (hereinafter referred to as “NVVN”), a wholly Owned Subsidiary of NTPC Limited (Govt of India Enterprises), has been nominated as a Nodal Agency to facilitate peak power procurement of up to 12000 MWh (2000 MW for 6 hours) per day of electricity from generation/ storage resources during the crunch period April-June 2026.

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

Supply of power from selected generation/ storage resources shall commence at least 30 days after the date of issue of Letter of Award (LoA). To give effect to such supply, the selected generation/ storage resources shall offer the capacity to the nodal agency (i.e., NVVN), which in turn shall offer it on to High Price Day Ahead Market (HP- DAM)/ High Price Term Ahead Market (HP-TAM) or other segment of any of the power exchange(s) or bilateral or through TRAS-Shortfall/SCUC. Since the price will be discovered through competitive bidding and capacity mandated through Govt. of India, this power can also be scheduled through TRAS/ SCUC by NLDC in case of shortfall.

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

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

(“Procurement of power from Generators/ Energy Storage Providers on competitive bidding basis during upcoming high demand period”)

Tender Specification No. NVVN\C&M\RE-501\2025-26

Indicative timeline

Sr.	Event	Details
1	Publication of RfS	13-02-26
2	Last date and time for receiving queries on Bidding Document	20-02-26
3	Pre-Bid Meeting	20-02-26
4	Response to queries of potential bidders latest by	21-02-26
5	Last date and time of submission of application and bid (Bid Due Date)	25-02-26
6	Opening of Application to the extent of only qualification requirement	26-02-26
7	Intimation to shortlisted and qualified Bidders	27-02-26
8	Opening of Price Bids of qualified bidders	28-02-26
9	eRA and completion of bid evaluation process	28-02-26
10	Letter of Award (LoA) (to Selected Bidder(s))	01-03-26
11	Validity of Bids	30 days of Bid Due Date or as may be mutually extended
12	Signing of Agreement (between successful bidders and Nodal Agency based on allocated capacity)	Within 07 days from date of LoA
13	Bids to be submitted through	Bharat ETS Portal
14	Office inviting bids & Place of submission of EMD	NTPC Vidyut Vyapar Nigam Limited, 5 th Floor, Engineering Office Complex, A-8A, Sector -24, Noida -201301 (U.P.)

Tender needs to be submitted through Bharat ETS e-bidding portal. The link for same is <https://www.bharat-electronictender.com>. The tender documents are also available on the website of NVVN ltd (www.nvvn.co.in) & of NTPC ltd. ntpctender.ntpc.co.in.

1.0 QUALIFICATION CRITERIA

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

- 1.1 The Bidder should be a company, which shall be verified by Certificate of Incorporation as per clause 2.8 below.
- 1.2 The Bidder should be the owner of the Generator/ Energy Storage Providers from where electricity shall be supplied as per clause 2.6 below.
- 1.3 If the capacity being offered is tied up in PPA, Bidder will inform the PPA beneficiaries for bidding of the power during the upcoming high demand period. The Bidder shall also declare that no fixed charges shall be billed to PPA beneficiaries for the total contracted quantum for the contract period. Documents in support of the same shall be submitted as per Clause 2.4 below.
- 1.4 Bidders with untied capacity during identified high demand period shall submit documents in support of the same as per Clause 2.5 below.
- 1.5 The bidder shall submit bid for quantum of power during identified high demand period not exceeding the sum total of untied capacity and the capacity as informed to the PPA beneficiaries.
- 1.6 Generators/ Energy Storage Providers connected to inter-state or intra-state transmission grid are only eligible. Documents in support of the same shall be submitted as per Clause 2.6 below.
- 1.7 The Generators/ Energy Storage Providers connected to inter-state or intra-state transmission system participating in the bid shall have all necessary infrastructure in place and capability for scheduling, metering, accounting, and settlement on a 15-minute time-block wise basis as specified in the Indian Electricity Grid Code (IEGC). The grid connected entity (inter-state and intra-state) shall provide real time telemetry of the parameters as may be specified by the appropriate Load Despatch Center (LDC) (RLDC/SLDC). Documents in support for the same shall be submitted as per Clause 2.7 below.
- 1.8 The generators/ energy storage providers shall provide necessary undertaking that sufficient transmission capability is available for injection of power during peak hours.

2.0 DOCUMENTS REQUIRED FOR BID SUBMISSION

- 2.1 Bid Processing Fee as per **Clause 9.1**
- 2.2 Earnest Money Deposit/Bid Security as per **Clause 11.0 (Annexure I)**
- 2.3 Power of Attorney for signing and submission of bid.
- 2.4 If the capacity being offered is tied up in PPA, Bidder will inform the PPA beneficiaries for bidding of the power during the high demand period and shall not bill fixed charges for the contracted power during this contract period under this scheme (**Annexure II**).
- 2.5 Affidavit by bidder that they have untied capacity during identified high demand period (**Annexure IIA**).
- 2.6 Affidavit by bidder that they are owner of the Generators/ Energy Storage Providers is connected to Interstate or intrastate grid (**Annexure III**)
- 2.7 Declaration regarding enablement of ABT compliant metering and telemetering. (**Annexure-IV**)

2.8 Certificate of Incorporation

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

3.0 Contract Period, Quantum of Energy (MWh) and General conditions of the Scheme:

Period	Total Quantum (MWh)	Required per day	Minimum Bid Quantity (MW)	Minimum and Maximum Duration per day (hours)
1 st Apr 26 – 30 th Jun 26		12000	25	Min: 02 hours Max: 06 hours

The Bidder shall offer power up to the quantum indicated in RfS Document on a firm basis.

General conditions of the Scheme:

- (i) Based on the current demand forecast and resource availability, the Grid India has assessed the requirement of operation of Generators/ Energy Storage providers selected in the scheme for days 50 days during the period 1st Apr 26 – 30th Jun 26.
- (ii) Minimum Guaranteed Off-take (MGO) for generators/ energy storage providers would be calculated as per requirement specified by NLDC based on estimated crunch days and 50% contracted capacity. MGO for each generators/ energy storage providers would be allocated in proportion of contracted capacity to the total bid capacity. MGO will be applicable on energy basis only.
- (iii) The cumulative generation days as given by NLDC on provisional basis for the crunch period shall be 50 days. However, the month- wise generation days for power plant for crunch period shall be provided by NLDC based on requirement and with provision for extension/revision during implementation .
- (iv) The contracted capacity shall be able to be dispatched on stressed days during non-solar peak hours (18:00 to 04:00 hrs), for minimum 2 hours and maximum 6 hours-The generation profile of identified procured resources would be minimum 50% of contracted capacity for the generators/ energy storage providers selected on D-1 days for the duration quoted in the bid and may be scheduled upto 100% of contracted capacity during Non-solar peak hours as per grid requirement. E.g. for 12000MWh of contracted Energy, Minimum Guaranteed Off-take (MGO) per day shall be 6 MU per day and shall be 300 MU for the crunch period of 50 days (considering 6 hours per day). If lesser quantity is contracted, the MGO will reduce proportionately.
- (v) Nodal Agency in consultation with NLDC shall communicate to the procured resources at least fourteen (14) days in advance about the approximate number of crunch days based on all India demand forecast and generation availability in the following week of operation on which the generation is likely to be required in the grid. Considering weather uncertainty, approximate no. of days would be reviewed again in just previous week and any changes would be intimated to all generators/storage resource by Friday of previous week. The procured resources shall accordingly arrange the peak power supply during the said week (Monday to Sunday) as per the schedule communicated by NLDC on D-1 day. In case of energy storage providers, arrangement of charging power shall be in the scope of respective energy storage services for supply of power during peak hours.

- (vi)** The modalities for utilization of the contracted capacity during the crunch period shall be as under:
- a) Out of the contracted capacity, NVVN would endeavour to sell the power in any segment of the power exchange immediately after signing of contract.
 - b) The selected generators/ energy storage providers may also seek avenues for sale of power for part or full crunch period and such sale shall be executed through the Nodal Agency. This will ensure that Nodal Agency is fully aware of the utilization of the capacity and there are no contractual complications at a later stage.
 - c) The Nodal Agency in consultation with NLDC shall communicate to the Generators/ storage service providers at least fourteen (14) days in advance about the approximate number of crunch days in the following weeks of operation on which the generation is likely to be required in the grid.
 - d) The generators/ energy storage providers shall arrange for the fuel arrangements/ charging power requirement and other necessary arrangements based on generation profile as emerging from above.
 - e) During the operating week, NLDC will give confirmation for generation/ supply of energy to one or more generators/ energy storage providers at 0500 hours on D-1 day depending on the available MGO quantum with the generators/ energy storage providers and requirement of grid. Post this, NVVN will offer the available quantum in power exchange.
 - f) If NLDC has given confirmation for part capacity on D-1 basis to a generator/ energy storage provider, the Nodal Agency may sell full/part of the remaining contracted capacity of that generator/ energy storage provider during peak hours in the market at a rate which shall at least be equal to the discovered rate for that generator/ energy storage provider.
 - g) Any left-over contracted quantum from generator/ energy storage provider, which was given confirmation on D-1 day, would be scheduled by NLDC on D day for grid support/requirement under ancillary services as per IEGC/ancillary services regulation.
- (vii)** Any energy sold out of contracted capacity shall be counted in the MGO for that generators/ energy storage providers.
- (viii)** In case of energy requirement beyond MGO quantum, Nodal Agency may schedule such energy up to the Contracted Capacity to generators/ energy storage providers to supply such additional energy.
- (ix)** The contract period may be extended up to 31st July 2026, with the consent of the selected generators/energy storage providers as per same terms and conditions of the supply.

- (x) The selected bidders will have to arrange fuel/ charging power requirement and other arrangements on their own.
- (xi) The bidder shall provide the technical details such as maximum, minimum duration for which bidder can supply the power on continuous basis along with technical constraint.
- (xii) The supplier may be required to start/stop the plant daily in accordance with the power requirement and cleared schedule.
- (xiii) DSM Charges shall be in the scope of generators/ energy storage providers as per the applicable DSM Regulations.
- (xiv) The generators/ energy storage providers 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. The generators/ energy storage providers shall provide necessary undertaking that sufficient transmission capability is available for injection of power during peak hours.
- (xv) No planned maintenance shall be allowed during the identified crunch period.
- (xvi) The schedule which is not able to be fulfilled due to fuel supply constraint or Transmission/Grid constraint, subject to documentary evidence, shall be treated as Force Majeure without any liability on either side, and deemed to be fulfilled with regard to Minimum Guaranteed Offtake (MGO) obligation. Any consequent DSM liability due to such constraint will be to the account of generators/ energy storage providers.

4.0 TARIFF STRUCTURE

The tariff payable will be on Rs/kWh basis fixed for the entire crunch period. The tariff shall cover all inputs costs including but not limited to such as fixed costs and other associated components, O&M, fuel, charging energy, RtE impact, transmission charges and losses applicable during charging (in case of storage), NRVN trading margin, Power Exchange Charges, state transmission charges and transmission losses (if any), SLDC charges etc., as applicable

Discovered tariff will not be changed during the duration of the contract.

For generation beyond MGO, discovered tariff during competitive bidding shall be payable.

4.1 Availability

- a) During the operating week, NLDC will give confirmation for generation requirement to one or more Generators/ Energy Storage Providers at 0500 hours on D-1 day depending on the available MGO quantum with the generators and requirement of grid. Post this, NRVN will offer the available quantum in power exchange. This may be subject to revision as per inputs received from NLDC from time to time.

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

S-Schedule communicated by Nodal Agency to Generators/ Energy Storage Providers for the particular block of the day (MWh)

G- Schedule accepted by Generators/ Energy Storage Providers for the particular block of the day (MWh)

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

= 0 if S ≤ G

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

- e) No planned maintenance shall be allowed during the Contract Period under this Agreement.
- f) Liquidated damage (LD) for less delivered availability of Generators/ Energy Storage Providers shall be calculated as below:

$$\text{LD in Rs.} = \text{ENSD} * 0.1 * (\text{Discovered Tariff}) * 1000$$

4.2 Power Exchange Charges (PXC):

- a) All the charges deducted by Power Exchange for sale of contracted capacity by NVVN shall be payable to NVVN by the Seller. NVVN shall deduct the same from the daily Payment to the Seller towards sale of power.
- b) NVVN will share the daily obligation report and schedule with the Generators/ Energy Storage Providers on receipt of the same from the power exchange.
- c) Client registration charges in Power Exchange(s) shall be in the scope of Generators/ Energy Storage Providers.
- d) The bidder shall be responsible for arranging No Objection Certificate from the concerned LDC (SLDC/RLDC) for participation in Power Exchange or TRAS/ SCUC.

4.3 Trading Margin for Nodal Agency (NVVN):

NVVN shall be charging a trading margin of Rs. 0.06/kWh (excluding GST) from the Generators/ Energy Storage Providers under this scheme for the energy scheduled through various segments e.g. Market, Bilateral or under shortfall provisions of TRAS/ SCUC.

4.4 Delivery Point:

The power shall be sold and delivered by Seller to NRVN at the delivery point as applicable for sale of power in Day Ahead Market in the Power Exchange (ISTS periphery of the region where Seller is connected).

5.0 DISPATCH & SETTLEMENT

5.1 Market based dispatch and settlement.

- a) The bidding in power exchange shall be considering discovered tariff. In case of excess amount received from power exchange sale after accounting for NRVN trading margin, 90% of the same shall be deposited in the DSM and Ancillary pool account after the end of the crunch period and any extension as applicable. However, 10% of such excess amount shall be paid to the generator as an incentive after the end of the crunch period and any extension as applicable.
- b) NRVN shall bid in the power exchange based on the day ahead availability declared by Generators/ Energy Storage Providers as per instruction given by NLDC. The bid-price for sale of power in Power Exchange segment and/ or bilateral mode etc. shall be discovered tariff for respective generator/energy storage provider.
- c) The bid (MW) shall be submitted in power exchange(s) by NRVN in line with the day ahead (D-1) assessment/ requirement provided by NLDC. This may be subject to revision as per inputs received from NLDC from time to time.
- d) Generators/ Energy Storage Providers to strictly follow schedule given by nodal agency/ NLDC.
- e) NRVN shall declare tariff for TRAS/ SCUC with adjustment for power exchange charges, such that generators/ energy storage providers recover only the total tariff (discovered tariff - power exchange charges). Despatch of selected generators/ energy storage providers under TRAS/ SCUC shall be as per merit order amongst the selected generator(s)/ energy storage provider(s) based on discovered tariff. It may be noted that there shall not be any incentive over and above the afore mentioned declare tariff for TRAS/ SCUC for scheduling of power in TRAS/ SCUC.
- f) The supplier may be required to start/stop the plant in accordance with the NLDC generation profile and cleared schedule.
- g) NRVN shall share the daily obligation report and daily schedule with the Seller(s) on receipt of the same from the power exchange.
- h) The bidder shall be required to Schedule its power every 15 minutes on daily basis as per Indian Electricity Grid Code and the applicable extant regulations.
- i) The Seller shall communicate to NRVN its previous day's Station Ex-Bus Schedule Generation and Station Ex-Bus Actual Generation block wise on daily basis by 08:00 hours.
- j) 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

Generators/ Energy Storage Providers.

5.2 Metering:

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

5.4 Energy Accounting

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

6.0 Settlement for sale of energy in Power Exchange

- a) On the commencement of high demand period, the Nodal Agency will participate in power exchange(s)/TRAS shortfall/ SCUC or other market segments with the quantum of power as advised by NLDC sourced from the supplier in each time block.
- b) DSM Charges shall be in the scope of Bidder.

7.0 Billing, Payment and Reconciliation:

7.1 Billing, Payment and Reconciliation to Generators/ Energy Storage Providers shall be as follows:

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

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

The amount payable on account of discovered tariff and energy scheduled shall be calculated based on Schedule generation in the Power exchange as per the following method:

Energy Charges (X) in Rs. = Discovered Tariff (Rs. /kWh) * (Energy Scheduled (in kWh) in the Power Exchange in the relevant period).

- (i) Applicable Power Exchange sale related Charges payable by Seller for a day (PX): As per daily Power Exchange Obligation Report.
- (ii) NVVN trading margin (TM) = INR 0.06 (plus GST) X Energy Schedule (kWh) for the day
- (iii) Liquidated Damage on account of less availability for a day):

LD in Rs. = ENSD*0.1*(Discovered Tariff) *1000

ENSD as per clause 4.5 above.

Net Amount Payable to Generators/ Energy Storage Providers for a day (N)= X-PX-LD-TM

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

5% of total payment corresponding to minimum Guaranteed offtake shall be kept against the reconciliation amount and shall be released to the generator after the reconciliation. The amount against the same shall be recovered from running bill @5% per bill. LPS shall not be applicable for the above amount.

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

7.3 For power scheduled through TRAS/ SCUC the payment to the Generators shall be as per CERC regulations/guidelines.

In case scheduling through TRAS/ SCUC, NVVN shall bill trading margin through separate invoice on issuance of weekly TRAS/ SCUC statement, same shall be payable by generator(s) within 12 days from the date of invoice.

7.4 NVVN shall provide payment security to the seller through Revolving Letter of Credit (LC) of an amount equal to one day of amount payable to the Seller (X) commensurate to Minimum Guaranteed offtake with respect to their contracted capacity.

7.5 SURCHARGE FOR LATE PAYMENT:

Late payment surcharge shall be payable to the Seller at the rate of 15% per annum for amount received from power exchange to NVVN and any delay in payment beyond the due

date by NVVN. Payment period for Sale in other market segments such as TRAS/ SCUC and others shall be as per applicable regulations.

Similarly, Late payment surcharge towards trading margin shall be payable to NVVN by seller at the rate of 15% per annum for delay in payment beyond due date (13th day from the date of invoice).

8.0 BIDDING PROCESS

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

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

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

8.4 The bidders shall be required to submit separate technical and price bids. Price bid shall include offer of total capacity, duration for which it want to supply, Tariff in Rs. /kWh. It shall also specify the minimum capacity that the bidder is willing to accept in case bid evaluation leads to allocation of capacity lower than that offered by the bidder.

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

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

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

8.8 Financial bids of only technically qualified bidders shall be opened. In the Financial Bid, Bidder to quote Total Tariff in Rs. /kWh, Quantum (MW) and Duration (in hours) for which it wants to supply.

9.0 Bidding Fees:

9.1 Bid Processing Fee: Prior to submission of the Application, the Bidder shall pay to the NVVN a sum of Rs 2000/MWH plus 18% GST for the total quoted quantum subject to RfS Clause 19.3, as the cost of the Bidding Process. After completion of the bidding process i.e. issuance of Letter of Award to Successful Bidder, only Successful Bidder(s) will have to pay the equivalent charges for the quantum allocated to each Successful Bidder. The balance amount shall be refunded by the NVVN within seven (7) working days of completion of the bidding process without any interest and shall not be considered for adjustment against Bid Security. The fees deposited by non-Selected Bidders(s) shall also be refunded by the NVVN within seven (7) working days of completion of the bidding process i.e. issuance of Letter of Award to Successful Bidder without any interest.

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

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001
- (iv) IFSC Code: ICIC0000007
- (v) Account No.: 000705008910

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

Invoicing & TDS deduction after the outcome of the bidding process/ e-Auction:

In case the bidder wins a particular capacity, an invoice shall be generated @8000/MW plus GST. Subsequently, the remaining Bid Processing Fee shall be refunded, if any. If the Bidder deposits the TDS on invoice amount and provides TDS certificate to NVVN, NVVN shall reimburse the TDS amount on receipt of TDS Certificate.

9.2 e-Bidding Fee: In order to participate in this Tender, each Bidder would have to deposit towards 'Application Charges for Bidders' an amount equal to Rs 400/MW (Excluding GST) with the Service Provider of Bharat-Electronic Tender Portal [ETS], i.e. ISN Electronic Tender Services Pvt Ltd (ISN-ETS), 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. 400/- per MW plus GST for the Capacity for which the bidder is submitting the bid, subject to RfS Clause 19.3.

The amount can be paid online through the following methods:

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

Beneficiary Name: ISN Electronic Tender Services Pvt. Ltd.

A/C No.: 661405601452

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

IFSC Code: ICIC0006614

Account Type: Current Account

On the 'Date of Bid Finalization', i.e. the date on which written communication is

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

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

Invoicing & TDS deduction after the final outcome of the bidding process/ e -Auction:
Case -1 (Unsuccessful Bidder): In case the bidder does not win any capacity, the full BD -CR amount shall be refunded and therefore no invoice will be given and will not be subject to TDS. Case -2 (Successful Bidder): In case the bidder wins a particular capacity, an invoice shall be generated @ 400/MW plus GST. The applicable TDS will be calculated on the invoice amount and ETS portal Service Provider shall then deposit this TDS amount on behalf of the bidder and share a copy of the deposit challan. Subsequently, the remaining BD -CR balance shall be refunded, if any. Note: The bidder must email a copy of the transaction summary and TAN Number to support@isn-ets.com with the "Subject: 'Bidders Name' - Payment for NVVN Ltd Tender ETSBDCR"

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

10.0 Bid Validity Period

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

11.0 Bid Security

11.1 In terms of the RfS, a Bidder will be required to deposit, along with its Bid, a bid security of **Rs 6,000 (Rupees Six Thousand only)** per MWH of capacity offered by the Bidder (the "**Bid Security**").

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

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

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

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

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001
- (iv) IFSC Code: ICIC0000007
- (v) Account No.: 000705008910

11.6 In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to below:

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

a) The scanned copy of the BG.

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

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

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001
- (iv) IFSC Code: ICIC0000007

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

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

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

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

7037: NVVNBG8910 (unique identifier)

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

In such a case, Bidder shall also be required to submit the Original BG in physical form

to reach NVVN at the address mentioned, not later than 3 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

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

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

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

11.10 The EMD shall be forfeited:

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

12.0 Contract Performance Guarantee (CPG)

12.1 The Successful Bidder(s) will furnish CPG for an amount calculated at **Rs. 33,000 (Rupees Thirty-Three Thousand only)** per MWH within 7 days from the date of letter of award by NVVN or prior to start of schedule, whichever is earlier.

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

12.3 If the Bank Guarantee is submitted, it shall be valid for 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.

12.4 In the event that the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited and the contract shall be treated as cancelled.

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

12.6 On successful completion of the Contract and submission of requisite certification by

Seller, the CPG without interest shall be released by NVVN, within 30 days from the end of Contract Period.

13.0 Clarifications

13.1 Bidders requiring any clarification on the RfS may notify NVVN in writing online at Bharat ETS Portal or by speed post/courier and by e-mail to nvvncontracts@ntpc.co.in attaching the queries in Microsoft word file. They should send in their queries before Last date and time for receiving queries on Bidding Document as per RfS Document. NVVN shall endeavour to respond to the queries within the period specified therein. The responses will be sent by e-mail or online at the Bharat ETS Portal. NVVN will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries or upload all the queries and its responses on the Portal.

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

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

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

14.0 Amendment of RfS

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

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

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

15.0 Bid Submission

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

15.2 The bidders shall be required to submit separate technical and price bids. Price bid shall include offer of total capacity in MW, duration for which it want to supply (in hours) and Tariff in Rs./kWh upto two decimal basis. It shall also specify the minimum capacity that the bidder is willing to accept in case bid evaluation leads to allocation of capacity lower than that offered by the bidder. The Bids shall be strictly as per the terms of RfS and shall be unconditional. Conditional and incomplete bids are liable to rejection.

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

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

1. Bid Processing Fee as per **Clause 9.1**
2. Earnest Money Deposit/Bid Security as per **Clause 11.0 (Annexure I)**
3. Power of Attorney for signing and submission of bid.
4. If the capacity being offered is tied up in PPA, Bidder will inform the PPA beneficiaries for bidding of the power during the high demand period and shall not bill fixed charges for the contracted power during this contract period under this scheme (**Annexure II**)
OR
Affidavit by bidder that they have untied capacity during identified high demand period and shall submit bid for quantum not exceeding the untied capacity for bidding of the power during identified high demand period. (**Annexure IIA**)
5. Declaration regarding enablement of ABT compliant metering and telemetering. (**Annexure-IV**)
6. Affidavit by bidder that plant is connected to Interstate or Intrastate Transmission System. (**Annexure III**)
7. Certificate of Incorporation
8. No Deviation Certificate as per **Annexure V**.
9. PAN & GST Details as per **Annexure VI**.
10. EFT Form as per **Annexure VII**

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

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

16.0 Bid Due Date

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

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

17.0 Late Bid

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

18.0 OPENING AND EVALUATION OF BID

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

18.2 Technical proposals for those bidders whose original copies of EMD have been received, and who have deposited the Bid Processing Fees, will only be opened. Proposals corresponding to which original copy of DD /BG towards EMD & proof of submission of Bid Processing Fee has not been received, will not be opened and will stand rejected.

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

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

18.5 After opening of Price Bids, the system will rank the Bidders according to their price bids. The price bids of initial offer shall be ranked on the basis of ascending order for conducting the eRA. The lowest price bid shall be the reference price for eRA. While conducting the e-RA, the H1 bidder shall be eliminated, if such elimination does not lead to availability of power below 12000 MWh per day.

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

19.0 E - REVERSE AUCTION (e-RA)

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

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

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

19.2 During the Reverse Auction the Bidders will have the option of reducing the

Tariff **quoted by them in decrements of Rs 0.01 or multiples thereof and** bidder shall not be allowed to change the quantum and duration during the auction. **During the Reverse Auction the prevailing L1 price would be visible to all the Bidders.**

20.0 ISSUANCE OF LETTER OF AWARD (LoA)

20.1 The Bidder after the e-RA process will be ranked in accordance with offer price in Rs./kWh in ascending order. The list would also include the name, quantum offered, duration for which bidder want to supply and offer price in Rs./kWh quoted by those qualified Bidder(s). The Bidder(s), in order of their rankings, offering the quantum of power upto the requisitioned capacity would be the Successful Bidder(s). In the event, if two or more Bidders quote the same amount of offer price in Rs./kWh during e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

The list of shortlisted bidders for consideration of bucket filling shall be arrived at by considering the bids whose offer price in Rs./kWh are less than or equal to 125% of the discovered lowest offer price in Rs./kWh.

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

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

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

21.0 CONTRACT AWARD AND CONCLUSION

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

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

22.0 RIGHT TO ACCEPT / REJECT THE BID

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

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

23.0 FORCE MAJEURE

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

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

Provided that confirmation regarding existence of such constraint is certified by the Gas Transporter/grid operator (as applicable).

However, the schedule which is not able to be fulfilled due to above fuel supply constraint or Transmission/Grid constraint, subject to documentary evidence, shall be treated as Force Majeure without any liability on either side, and deemed to be fulfilled with regard to Minimum Guaranteed Offtake (MGO) obligation. Any consequent DSM liability due to such constraint will be to the account of generators/energy storage providers.

24.0 CHANGE IN LAW

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

25.0 INDEMNITY

Nodal Agency and its representatives shall not be liable for any Compensation or Penalty

under any circumstances under this Agreement. Moreover the nodal agency is indemnified at all times and the seller shall undertake to indemnify, defend and save the Nodal Agency harmless from any and all damages, losses, claims and actions, including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the bidding process and supply of power and its consequences

26.0 COMMUNICATION

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

27.0 GOVERNING LAW

All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian law and the courts of Delhi shall have exclusive jurisdiction.

28.0 DISCLAIMER

Neither Nodal Agency nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of Nodal Agency or its employees. For the avoidance of doubt, it is expressly clarified that this Bid Document is an offer to bid and it subject to the award of LoA / PPA by Nodal Agency and unconditional acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

29.0 FRAUD PREVENTION POLICY

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

30.0 DISPUTE RESOLUTION

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

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

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

31.0 VENDOR CODE CREATION

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

**ANNEXURE I
BID SECURITY**

To

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

Dear Sirs,

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

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

NOTE: -

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

Annexure-II

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

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

We,, owner of generation/ energy storage provider is bidding for the RfS reference number NVVN\C&M\RE-501\2025-26, we have informed to our beneficiary for participating in this bid.

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

For Bidder:

Signature & Stamp:

Name:

Date:

Place:

Designation:

Annexure-IIA
Affidavit for the untied capacity

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

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

Signature & Stamp:

Name:

Date:

Place:

Designation:

Annexure-III
Compliance Certificate for Provisions of IEGC 2010/2023

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

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

- A. I am the representative of and authorized to deal with Sale / Purchase of power on behalf of (hereinafter referred to as the '.....') and I am duly authorized to make this affidavit.
- B. That I am dealing with the Sale of power on behalf of the applicant for signing and submission of bid documentpublished bydated ...in Bharat ETS Portal by
- C. The applicant declares that the bidder is an owner of the Generating station/ Energy Storage Provider from where electricity shall be supplied.
- D. The applicant further declares that the confirmed that the Generating station/ energy storage provider from which the electricity shall be supplied is connected to Interstate or intrastate transmission system.
- E. The applicant indemnifies the nodal agency (NVTN) 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 NVTN\C&M\RE-501\2025-26 issued under this RfS Documents.
- G. I Confirm that sufficient transmission capability is available for injection of power during peak hours for complete period of contract including extension.

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

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

ANNEXURE IV

(Declaration regarding enablement of ABT compliant metering and telemetering)

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

“The Generators/ Energy Storage Providers 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 V
NO DEVIATION CERTIFICATE**

BIDDER'S NAME AND ADDRESS:

TO:

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

DEAR SIR,

1.0 With reference to our Bid Proposal No. dated for **"Procurement of Electricity from Generators/ Energy Storage Providers for April – June 2026"**, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/ Clarification(s) /Addend/Errata (if any) issued by the Nodal Agency prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

2.0 We further confirm that any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments(s)/Clarification(s) /Addend/Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/ or Price Bid, implicit or explicit shall stand unconditionally with drawn, without any cost implication whatsoever to Nodal Agency, failing which the bid security shall be forfeited.

DATE:

PLACE:

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

ANNEXURE VI

DETAILS OF PAN and GSTIN

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

Dear Sir,

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

(a) PAN number

Our PAN number is as under:

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

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

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
-------	--

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

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

To
NVVN Limited
EOC, NTPC
Sector -24, Noida

WHEREAS _____ (name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract _____ No. _____ dated _____ awarded by NVVN Limited (hereinafter called as "the Nodal Agency") to execute _____ (name of the Contract and brief description of Works) (hereinafter called "the Nodal Agency").

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

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

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

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

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

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

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

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

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

Yours faithfully

Witness: (Signature) (Name) (Official Address) Stamp	(Signature)..... (Name)..... (Designation with Bank Seal) Power of Attorney No..... Date.....
---	--

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.