

NOTICE INVITING TENDER FOR SALE OF RENEWABLE POWER FROM NALCO'S 50.4 MW WIND POWER PLANT AT JATH SITE IN SANGLI DISTRICT OF MAHARASHTRA STATE ON MEDIUM / SHORT-TERM BASIS THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS

INVITATION FOR BIDS

[Tender Specification No. NVVN/NALCO/NIT/SALE/RE POWER]

S. No.	Event	Date & Time
1.	Publication of Request for Proposal (RfP) (www.nvvn.co.in / www.nalcoindia.com)	28.09.2017
2.	Pre Bid meeting	10.10.2017 at 11:00 Hrs
3.	Last date of submission of Bids	25.10.2017 at 11:30Hrs
4.	Opening of non-financial technical Bids	25.10.2017 at 12:00 Hrs
5.	Opening of Financial Bid	25.10.2017 at 15:00 Hrs
6.	Issue of LOI	Latest by 30.10.2017

Bids submission	Bid to be submitted at NTPC Mumbai Office in Sealed Envelopes (either physically or by post).
Office inviting bids & Place of submission of EMD	Name: Shri P. K. Jena Designation: Addl. General Manager (BD), NVVN Address: C/o NTPC limited, Samruddhi Venture Park, 2 nd Floor, MIDC, Marol, Andheri (East), Mumbai, Maharashtra - 400093 Contact No. 011-24368219/24387066/9650990836 Fax: 011-24362009, 24367021/022-28251352 E-mail: pkjena@ntpc.co.in / nvvneoi@gmail.com

1. NTPC VIDYUT VYAPAR NIGAM LIMITED (NVVN), a limited company incorporated under the Companies Act 1956 has been established with an objective, inter alia, to carry on the business of Purchase/Sale of all forms of electrical power including surplus power from NTPC stations for sale to SEBs, Power Distribution Companies, other organizations and bulk power consumers etc., in India and abroad.
2. NVVN wishes to invite tender for sale of renewable power (Wind) sourced from National Aluminium Company Limited (NALCO) from the Inter State Trading Licensees, Industrial Consumers, Open access consumer and Power Utilities authorized for purchase of electricity under the Electricity Act 2003 on Firm basis for the period commencing from 1st December, 2017 to 31st March,2019 as per the schedules given in **Annexure-I**. The sale of renewable power shall be governed as per the general terms and conditions specified in **Annexure-II**.
3. The power shall be sourced from NALCO's 50.4 MW Wind Power Plant at Jath in Sangli District of Maharashtra state. This plant consists of 24 nos. of WTGs (Wind Turbine Generators) of 2.1 MW capacity each. All the WTGs are connected to 33 / 220 KV Pooling Sub-station at Mendhigiri, which is connected presently to the LILO (Line-In-Line-Out) arrangement of 220 KV transmission line between Jath-Mhaisal Grid Sub-Station. The SLD of Mendhigiri Pooling Sub-station and SLD of Jath Wind Farm Grid Connectivity are attached with the tender document for reference & understanding purpose as **Annexure -V & Annexure-VI** respectively. NALCO WTGs are connected to Feeder-3 (12 Nos.), Feeder-4 (10 Nos.) & Feeder-1 (02 nos.).
4. **Pre Bid meeting:**
Pre bid meeting for any queries related to tender documents shall be held at NTPC Office, Mumbai on 10.10.2017 from 11:00hrs onwards. The queries should be mailed at nvvneoi@gmail.com latest by 07.10.2017
5. The bidder(s) shall submit their bid(s) in sealed envelopes in the following two parts;
 - Part-A:
 - a. Covering Letter.

- b. Tender fee of Rs.20,000/- plus applicable taxes in the form of Demand Draft in favour of NVVN Limited payable at New Delhi.
- c. Earnest money deposit in the form of Demand Draft/ Bank Guarantee in favour of NVVN Limited payable at New Delhi
- d. Authorization Certificate / LOI (Letter of Intent) of Buying Utility (ies)/ Consumer.
- e. Copy of valid Inter-state Energy Trading License issued by CERC to deal in Inter-state/Intra-state trading of energy. (In case of bid by Trader).
- f. Acceptance of General Terms and Conditions and provisions of Tender Documents. (Entire tender document duly stamped & signed by the bidder, needs to be submitted as a proof of acceptance of all conditions / provisions of tender document).

- Part-B:

- a. Part B" shall comprise of 'Price and Quantum Bid' in the prescribed format enclosed as Annexure-IV

Both part A & B shall be put together in one sealed envelope super scribed with words "Tender for purchase of renewable power from NALCO 50.4 MW Wind Power Plant at Jath, Maharashtra " with Due Date of Opening and shall be sent to:

Shri P. K. Jena
Addl. General Manager (BD), NVVN
C/o NTPC Limited, Samruddhi Venture
Park, 2nd Floor, MIDC, Marol, Andheri
(East), Mumbai, Maharashtra - 400093

The bid(s) submitted by the bidder(s) and all correspondence and documents relating to the bid(s) shall be written in the English Language. This notice of tender together with the Annexures shall hereinafter be referred to as the "Bid Document".

6. Contract Documents:

NVVN shall intimate the award of the contract to the successful bidder(s) through a Letter of Intent (Lol). Successful bidder(s) shall convey their acceptance of Lol within 2 days from the date of issuance of Lol. Acceptance of Lol shall be construed as a binding contract and failure to comply with this requirement within the stipulated period will be construed to be the unwillingness on part of the successful bidder and Lol

issued by the NVVN shall stand automatically withdrawn along with forfeiture of Earnest Money Deposit. After acceptance of Lol, the successful bidder(s) shall execute the detailed Power Purchase Agreement with NVVN within 15 days incorporating provisions of the General terms and conditions attached as **Annexure-II**.

7. Compliance to the Terms and Conditions:

The Bidder(s) is/are advised to ensure that the bid is fully complied with the requirements specified, terms and conditions contained in the Bid Document. No deviation(s) against the tender document clauses shall be taken by the bidders and bid shall be accompanied with "No Deviation Certificate" on the prescribed format as per Annexure-III. Any bid not accompanied with "No Deviation Certificate" shall be summarily rejected.

8. Tender Fee:

The bidders shall have to deposit Non-refundable Tender fee of Rs.20,000/- plus applicable taxes(i.e Rs. 23,700/- including taxes) in the form of Demand Draft in favour of NVVN Limited payable at New Delhi, towards cost of purchase of tender documents. If Part 'A' of the bid is not submitted or, if on opening Part 'A' of the bid, it is observed that the Tender Fee is not enclosed or is less than the above amount, the bid shall be out rightly rejected and Part-B of the bid submitted by such a Bidder shall not be opened.

9. Bid Security:

a) The Bidder shall have to deposit earnest money of Rs.15,00,000/- (Rupees Fifteen lakhs only) if Quantum to be quoted is less than or equal to 10MW and earnest money of Rs.25,00,000/- (Rupees Twenty Five lakhs only) if Quantum to be quoted is greater than 10MW in the form of Demand Draft/Bank Guarantee issued by any Nationalized Bank in favour of "NVVN" payable at NEW DELHI as a security deposit (EMD) as per BG format enclosed herewith. If Part 'A' of the bid is not submitted or, if on opening Part 'A' of the bid, it is observed that the EMD amount is not enclosed or is for less than the above amount, the bid shall be out rightly rejected and Part-B of the bid submitted by such a Bidder shall not be opened.

b) The EMD shall be forfeited in favour of NVVN, if a bidder(s) withdraws or modifies its bid(s) during Bid Validity Period and if a successful bidder fails to submit the Contract Performance Guarantee within 10 days after issuance of Lol.

- c) The EMD shall be refunded to the unsuccessful bidder within 10 days of expiry of the bid validity period.
- d) The EMD of the successful bidder shall be refunded after furnishing the Contract Performance Guarantee.

No interest shall be paid on the Earnest Money Deposit (EMD).

10. Contract Performance Guarantee (CPG):

- a) The successful bidder shall furnish CPG within 10 days of issuance of Lol for an amount of Rs. One Lakh (Rs.1,00,000/-) per MW for maximum quantum of bid.
- b) The CPG shall be in the form of Bank Guarantee issued by any Nationalized/Scheduled Bank and valid for the period of contract with a claim period of one month after the expiry of contract period as per BG format enclosed herewith.
- c) In the event, the CPG is not furnished within the stipulated date the Bid Security submitted against the bid shall be forfeited.
- d) The CPG provided by the successful bidder shall be forfeited for non-performing the contractual obligations.
- e) The CPG shall be released to the successful bidder(s) within 30 days after completion of Contract Period.

No interest shall be paid on the Contract Performance Guarantee (CPG).

11. NVVN's Right to Accept/Reject the Bid:

NVVN reserves the right to reject any or all bids or to accept any bid in full or part at its sole discretion without assigning any reason whatsoever thereof. For the avoidance of doubt, it is clarified that NVVN also reserves the right to alter the quantities of power/split the quantities of power, amongst more than one selected bidder for the same month/period of supply. The decision of NVVN shall be final and binding on the bidders in this respect and no further correspondence shall be entertained by NVVN in this regard.

12. Modification of the Bid Documents:

NVVN reserves the right to modify any part of the terms and conditions of the Bid Documents by issuing in writing one or more amendments prior to the submission of the bid by the bidder. Any amendment shall form part

of the bid documents, and will be provided to all bidders and shall be binding on them.

13. Execution of Power Purchase Agreement:

The successful bidder shall have to execute the Power Purchase Agreement with NVVN within 15 days of acceptance of Lol failing which Lol shall be liable to be terminated and EMD shall be forfeited.

The Power Purchase Agreement with the successful bidder shall be exclusive and shall have no correlation/linkage whatsoever with any other contract executed by the parties or to be executed by the parties.

14. Termination of Power Purchase Agreement:

NVVN reserves full right to terminate the Power Purchase Agreement in case the successful bidder(s) fail(s) to abide by the stipulated terms and conditions. In case of any eventuality NVVN shall neither be responsible nor liable for any loss suffered by the successful bidder.

15. Bid Validity Period:

The offer shall remain valid for a period of 60 days from the date of opening of bid and the Bidder(s) shall have no right to withdraw the offer or alter any terms and conditions during the period of validity. In case the bidder withdraws or alters any terms and conditions during the period of validity, EMD submitted by the bidder shall be forfeited.

16. Minimum Bid quantum

Minimum bid quantum shall be 2MW.

17. Submission of the Bid:

The Bid(s) shall be submitted on or before 25.10.2017 by 11:30 hrs either by post or by hand at NTPC Mumbai Office. Offers submitted after stipulated period shall not be considered. Offers submitted through Fax, e-mail etc. will not be entertained. The offers shall be opened for evaluation on the same day at 12:00 hrs. The bidder(s) or their authorized representatives may be present at the time of opening of the bid(s), if they so desire.

Incomplete & conditional Bid(s) shall not be considered for evaluation.

Methodology of Bid Evaluation:

Financial bids shall be evaluated on the basis of tariff quoted at the delivery point for supply of power ie. NALCO Ex-Bus (the metering point (billing meter) at 33 KV feeder line) worked out on the basis of the price quoted by

the respective bidders for each month of the contract period. Price should be quoted inclusive of cess, duty and taxes etc.

The bidder who has quoted highest tariff shall be declared as successful bidder for the quantum of power (in MW). NVVN in its own discretion has a right to reject all bids if the quoted Tariffs are not aligned to the prevailing market prices. The bidder quoting uniform rate for the entire period shall be given preference.

18. Governing Law:

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

Yours faithfully,

Shri P. K. Jena
Addl. General Manager (BD), NVVN
C/o NTPC Limited, Samruddhi Venture
Park, 2nd Floor, MIDC, Marol, Andheri
(East), Mumbai, Maharashtra - 400093

Encl: Annexure Ito IV.

ANNEXURE-I

Quantum of Renewable Power (Non-Solar) for Sale from NALCO Jath WPP

Month	Estimated Generation in MUs
Dec-17	4.0
Jan-18	4.0
Feb-18	5.0
Mar-18	6.0
Apr-18	7.0
May-18	9.0
Jun-18	10.0
Jul-18	13.0
Aug-18	11.0
Sep-18	9.0
Oct-18	7.0
Nov-18	5.0
Dec-18	4.0
Jan-19	4.0
Feb-19	5.0
Mar-19	6.0

Note:

1. The quantum of power on monthly basis, indicated above, are purely on estimation basis. However, the actual power flow can be increased or decreased to some extent, based on the wind speed & availability of wind.
2. Power will be scheduled on monthly basis as per the prevailing regulations of MERC.
3. The contract period can be extended, with mutual consent of NRVN & Buyer.

General Terms and Conditions

NVVN shall sell quantum of energy on Firm Basis as specified in **Annexure-I** which hereinafter shall be referred as "**Contracted energy**" on the following terms and conditions:

1. Delivery Point:

The delivery point for supply of power shall be the metering point (billing meter) at 33 KV feeder line.

2. Transmission Charges & Losses:

All losses upto delivery point including SLDC charges if any shall be borne by the generator.

All charges and losses beyond delivery point shall be borne by successful bidder(s) which shall include but not limited to the following:

All mandatory Open Access/Transmission charges and losses, SLDC(s)/charge and Losses, and any other charges applicable beyond Delivery Point shall be borne by the successful bidder(s).

The bidder, to the best of their knowledge shall state clearly all the charges, fees etc. to be paid by the generator, till the delivery point, while quoting the rate at delivery point.

3. Scheduling:

Successful bidder shall schedule the power in full, except in case of Force Majeure conditions specified in Clause 12 hereinafter. The scheduling and Dispatch of the power shall be coordinated with MSLDC.

- a) The Power shall be scheduled and dispatched as per the prevailing relevant provisions of MERC.
- b) The Successful bidder shall obtain the concurrence of MSLDC required for short term open access. The successful bidder shall apply for STOA as per short term scheduling procedures along with the SLDC consent and pay the open access charges as per rules as well as application fees.

4. Rate per kWh:

The bidder(s) shall offer rate for purchase of RE power from NALCO at Delivery Point i.e. Ex-Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) in Rupees per kWh as per **Annexure-IV**. Bids quoted other than delivery point shall not be considered.

5. Billing Cycle:

5.1. NVVN shall be raising monthly bills on provisional basis for the energy supplied at Ex –Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) based on the provisional monthly energy data for the energy at delivery point based on MSLDC website data. In case of any revision in energy based on MSLDC website data, the revised period for that particular months shall be issued accordingly.

5.2 For the energy governed under the provisions contained in Clause No.10 viz, compensation for reduced supply/offtake, the billing as regards the payment / receipt of compensation amount, as may be applicable, shall be resorted to in addition to the provisions contained in sub-para5.1, above. Such bill(s), to be raised on fortnightly basis, shall be distinct and not adjustable against bill(s) for supply of power referred to in sub-para 5.1 above.

6. Payment:

The "Due Date" for payment of the billed amount as per provisions contained in Clause No. 5 above would be the fifth day commencing from the date of fax / e-mail of bill by NVVN. The payment of bills will be made in a scheduled Bank through RTGS on or before the "Due Date". If "Due Date" happens to be a holiday, next working day shall be considered as "Due Date".

7. Rebate for Prompt Payment:

For timely payment of full amount of the bill on or before Due date, a rebate of 2% shall be allowed by NVVN.

No rebate shall be applicable on bills raised for Compensation amount for default in scheduling, Transmission Charges, Wheeling Charges, Application Fees, Open Access Payment etc.

8. Surcharge for Late Payment:

A surcharge of 18% (Eighteen percent) per annum shall be applicable on all payments outstanding after 10th day of receiving relevant bill by the either party through fax/e-mail. This surcharge would be calculated on day to day basis for each day of the delay beyond the 10th day. This will also equally apply to payments to be made by the either party in accordance with provisions contained in Clause No. 10 read with sub para 5.2 of Clause No. 5.

9. Open Access:

The power shall be scheduled and dispatched as per the relevant provisions of MERC (Distribution Open Access,) Regulations, 2016, as amended from time to time. Once the open access is approved by

MSLDC, the same will be final and would be subject to any revision/change only after mutual consent. NVVN shall not be responsible for any unscheduled interchange (UI) liability if any.

The responsibility to obtain necessary Open Access shall solely be of the successful bidder and shall not be considered as Force Majeure. Upon issuance of Letter of Intent (LoI) by NVVN and acceptance thereto conveyed by the successful bidder within the period stipulated under Clause 3 of the NIT, the successful bidder shall apply and obtain 'Open Access' for the quantum of power indicated in Annexure-1. Failure to do so shall make LoI liable to be terminated along with forfeiture of the EMD/Contract Performance Guarantee (CPG).

Any further liability on account of Open Access/clarification on Open Access or change/ UI liability / amendment in the Regulations beyond delivery point shall be paid by successful bidder.

10. Compensation for Reduced Supply / Offtake:

Without prejudice to the provisions of Force Majeure, if the successful bidder fails to draw 100% of the Contracted Power, successful bidder shall pay a compensation at 20% of the tariff per kWh at which successful bidder shall be purchasing power against this bid document from NVVN for the quantum of power that falls short of 100% of the Contracted Power. On the other hand, if NVVN fails to supply 70% of the Contracted Power, NVVN shall pay compensation at the same rate i.e. 20% of the tariff per kWh to the successful bidder for the quantum of offtake that falls short of 70% of Contracted Power. The quantum of power for calculation of compensation amount shall be undertaken on monthly basis. Reconciliation for compensation shall be on yearly basis.

11. Payment Security Mechanism:

Option-A

Revolving irrevocable standby Letter of Credit (LC) for an amount equal to 25 days of billing shall be established by successful bidder in favour of NVVN at least one week before the date of actual flow of power. LC opening and operating charges shall be borne by the successful bidder. LC shall however remain valid for a period beyond one month of the contract period.

OR

Option-B

The successful bidder will provide Payment Security cover in form of suitable Bank Guarantee in a format to be furnished by NVVN from any

nationalized bank/scheduled commercial bank for an amount equivalent to 90 (Ninety) days billing based on maximum MW quantum as per LOI for entire duration of contract.

In case of non-payment of any fortnightly invoice amount by successful bidder to NVVN within 15 days from the Invoice date, NVVN will encash the provided Bank Guarantee in full on 16th day from the invoice date. However, the excess amount (=BG amount -NVVN due amount), if any, realised from BG encashment by NVVN, would be remitted back to the designated bank account of the successful bidder within three (03) working days. In case of such encashment of the BG NVVN reserve the right to terminate the contract. In such an event the contract performance guarantee will also be forfeited.

The validity of BG should be 45 days beyond the invoice date of the last Provisional bill of contract period raised by NVVN.

NVVN will not commence flow of power in absence of adequate payment security mechanism. In the event of failure to provide "Payment security mechanism" before the start of flow of power, NVVN shall reserve the right to cancel the award or not to schedule the power. The BG will be used only as back-up mechanism.

12. Force Majeure:

Both the parties shall ensure compliance of the terms and conditions of the Power Purchase Agreement that would be executed pursuant to provisions contained in this bid document. However, no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of this Agreement to the extent that such failure is due to Force Majeure events such as rebellion, mutiny, civil commotion, riots, strike, lock out, epidemic, plague, fire, explosion, flood, drought, cyclone, lightening, earth-quake, war or other forces, accident or act of God, terrorism, malicious act, landslide, sabotage, communal violence and kidnapping. Any party claiming the benefit of this clause shall satisfy the other Party of existence of such an event(s). Any restriction imposed by POWERGRID / RLDC/ MSLDC / MSEDCL on scheduling of power supply due to constraint(s) in transmission / Grid shall be treated as Force Majeure without any liability on either side.

13. Dispute Resolution Mechanism:

All differences or disputes between the parties arising out of or in connection with the bid documents shall be settled by both the parties amicably. In the event such disputes are not settled amicably through mutual discussions amongst parties concerned within two months, then dispute shall be referred to, arbitration as provided herein.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto. Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under this Agreement.

14. Change in Law:

In case of change in law or restriction imposed by Regulator (Central or State) or Government (Central or State) or Appellate Tribunal or Courts on any aspect of sale or purchase of power, the same shall be binding on both the parties

15. Jurisdiction:

Dispute of any nature that may arise in connection with this tender enquiry, which falls under Electricity Act, 2003, shall be filed and forwarded to the Court(s) located at Mumbai alone. The courts at Mumbai shall have exclusive jurisdiction to entertain and try all matters arising out of this Bid Document.

ANNEXURE-III

NO DEVIATION CERTIFICATE

(To be signed by the authorized person of the bidder)

We / I have carefully gone through the Bid Document (i.e. Tender Specification No. NVVN/NALCO/NIT/SALE/RE POWER) and satisfied ourselves/ myself and hereby confirm that our/my offer strictly conforms to the requirements of the bid document and all the terms and conditions are acceptable to us/me.

SIGNATURE:

DATE:

NAME:

PLACE:

STATUS:

Whether Authorized Yes/No

NAME OF BIDDING COMPANY:

ANNEXURE-IV

PRICE AND QUANTUM BID

Month	Quantum in MW	Rate (Rs./kWh)
Dec-17		
Jan-18		
Feb-18		
Mar-18		
Apr-18		
May-18		
Jun-18		
Jul-18		
Aug-18		
Sep-18		
Oct-18		
Nov-18		
Dec-18		
Jan-19		
Feb-19		
Mar-19		

SIGNATURE:

DATE:

NAME:

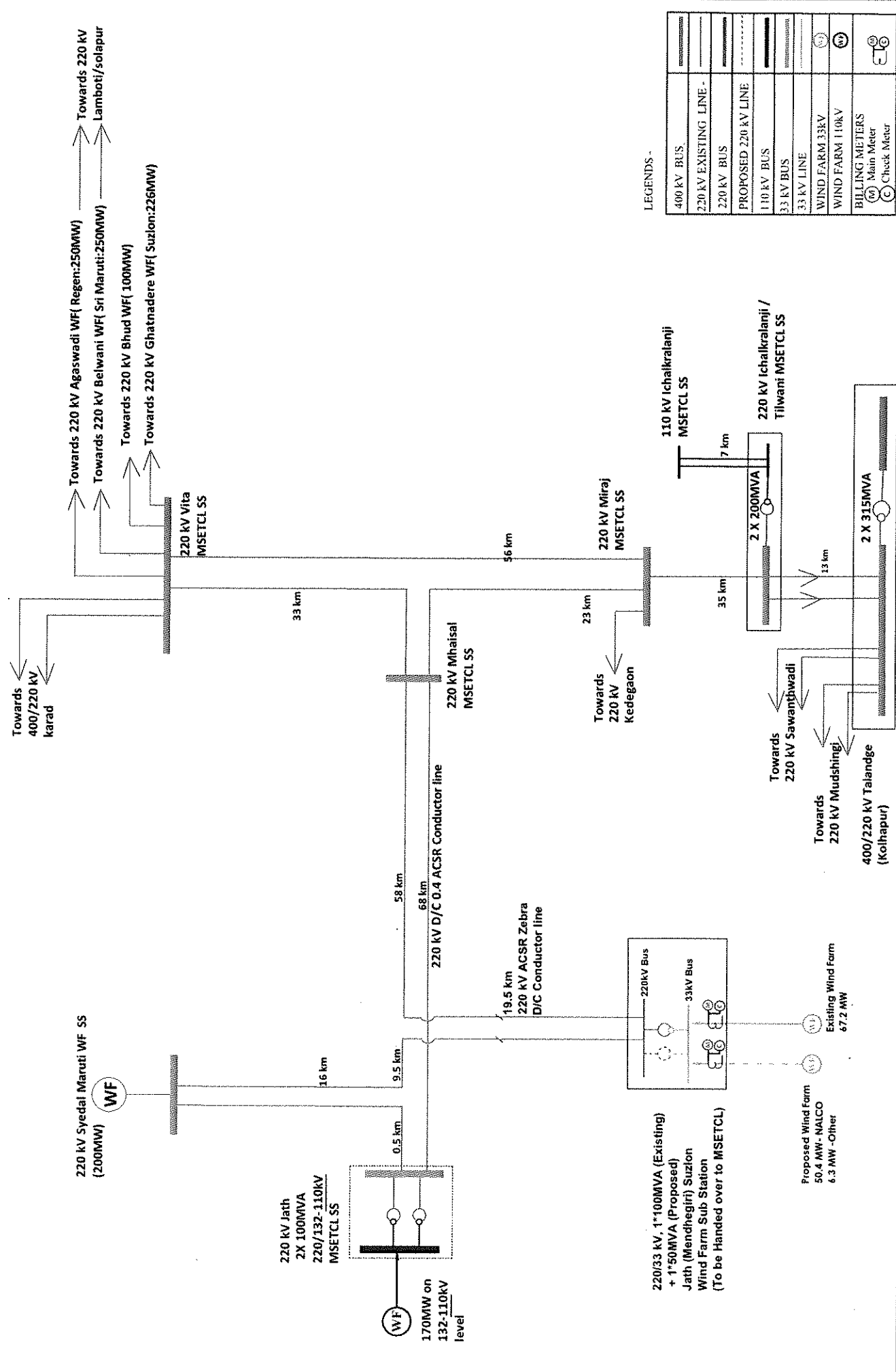
PLACE:

STATUS:

Whether Authorized Yes/No

Name of Bidding Company:

Grid Network for Mendhegiri Wind farm Substation



LEGENDS -

400 kV BUS	
220 kV EXISTING LINE	
220 kV BUS	
PROPOSED 220 kV LINE	
110 kV BUS	
33 kV BUS	
33 kV LINE	
WIND FARM 33kV	
WIND FARM 110kV	
BILLING METERS	
Main Meter	
Check Meter	

220/33 kV, 1*100MVA (Existing)
+ 1*50MVA (Proposed)
Jath (Mendhegiri) Suzlon
Wind Farm Sub Station
(To be Handled over to MSETCL)

Proposed Wind Farm
50.4 MW - NALCO
6.3 MW - Other
Existing Wind Farm
67.2 MW

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE
FOR EMD

To,
The Addl. General Manager (BD)
NTPC Vidyut Vyapar Nigam Limited
New Delhi - 110003
E-mail Id: nvvnei@gmail.com

In consideration of (Bidder) submitting the Bid inter alia for supply of power during the periodon short term basis, I response to the NIT Notice issued by NTPC Vidyut Vyapar Nigam Limited (NVTN) vide NIT Notice No.andbeing a bidder, required to deposit EMD as per the terms of the RfP, the..... hereby agrees unequivocally, irrevocably and unconditionally to pay NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as "NVTN") at New Delhi forthwith on demand in writing from Addl . General Manger (BD) on behalf of NTPC Vidyut Vyapar Nigam Limited or any Officer authorized by it in this behalf, any amount up to and not exceeding Rs...../- (Rupees.....), on behalf of NVTN.

This guarantee shall be valid and binding on this Bank up to and includingand shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the NVTN shall have a right to invoke this BANK GURANTEE in part or in full, as it may deem fit

Our liability under this Guarantee is restricted to Rs...../- (Rupees.....). Our Guarantee shall remain in force until..... The Procures shall be entitled to invoke this Guarantee until.....

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the NVTN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the NVTN in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs...../- (Rupees.....), and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the NVVN serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this _____ day of _____

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE
FOR CPG

To,
The Addl. General Manager (BD)
NTPC Vidyut Vyapar Nigam Limited
New Delhi - 110003
E-mail Id: nvvneoi@gmail.com

In consideration Purchase Order issued to for supply of
.....MW.....power during the period to on short term
basis vide ref. no., Dated-....., against the NIT
issued by NTPC Vidyut Vyapar Nigam Limited (NVTN) as an authorized representative
of vide NIT Notice No..... and bid (successful bidder) submitted
against the same.

As per clause no. 10 of the NIT is required to deposit Contract
Performance Guarantee (CPG) and the (**Name of bank**)
hereby agrees unequivocally, irrevocably and unconditionally to pay NTPC Vidyut
Vyapar Nigam Limited (NVTN) at New Delhi forthwith on demand in writing from Addl.
General Manager (BD), on behalf of NTPC Vidyut Vyapar Nigam Limited (NVTN) or
any Officer authorized by it in this behalf, any amount up to and not exceeding **Rs.**
...../- (**Rupees only**), on behalf of

This guarantee shall be valid and binding on this Bank up to and including
..... and shall not be terminable by notice or any change in the constitution
of the Bank or the term of contract or by any other reasons whatsoever and our liability
hereunder shall not be impaired or discharged by any extension of time or variations or
alternations made, given, or agreed with or without our knowledge or consent, by or
between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the NVTN shall have a
right to invoke this BANK GUARANTEE in part or in full, as it may deem fit Our liability
under this Guarantee is restricted to exceeding **Rs.**/- (**Rupees**
..... **only**). Our Guarantee shall remain in force until The NVTN
shall be entitled to invoke this Guarantee until (One month later than
above date).

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

The Guarantor Bank shall make payment hereunder on first demand without restriction
or conditions and notwithstanding any objection by the Bidder or any other person. The
Guarantor Bank shall not require the NVTN to justify the invocation of this BANK

GUARANTEE, nor shall the Guarantor Bank have any recourse against the NVVN in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to exceeding **Rs./- (Rupees only**, and it shall remain in force until with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the NVVN serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this _____ day of _____