

POWER PURCHASE AGREEMENT

BY AND BETWEEN

NTPC VIDYUT VYAPAR NIGAM LIMITED

AND

DIESEL SET GENERATOR (name of the company)

This Power Purchase Agreement (this "**Agreement**") is made on the _____ Day of _____ 2018 at New Delhi.

BETWEEN

NTPC Vidyut Vyapar Nigam Limited, (Corporate Identity Number: U40108DL 2002GOI117584) a company incorporated under the Companies Act 1956 having its registered office at Core-7, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi-110003 (hereinafter referred to as "NVVN"), which expression shall, unless the context requires otherwise, include its successor(s) in business and permitted assign(s) of the FIRST PART

AND

(name of the DG Set Generating company), (Corporate Identity Number: -----
---, a company incorporated under the Companies Act, 2013, having its registered office address -----,(hereinafter referred to as "-----") which expression

shall, unless the context requires otherwise, include its successor(s) in business and permitted assign(s) of the SECOND PART

Together the party of the first part and the second part will be referred as parties

WHEREAS

- I. NVVN is a wholly owned subsidiary of NTPC Limited incorporated to carry on the business of purchase / sale of all forms of electrical power both conventional and non-conventional sources from Independent Power Producers (IPPs), Power Distribution Companies, Captive Power Plants (CPPs), PSUs, State Electricity Boards, other organizations and bulk power consumers etc. in India and abroad.
 - II. NVVN holds a Category- I license, the highest category of license for inter-state trading in electricity issued by Central Electricity Regulatory Commission (CERC).
 - III. NVVN had invited proposals by its Request for Selection (RFS) dated *** and prescribed the technical and commercial terms and conditions, and invited bids for short listing of Bidders who offer to supply electricity from their DG Sets/ DG Plants having capacity of 10 MW. NVVN had shortlisted certain Bidders including, inter alia, the selected bidder. On issue of LOA, The **(name of the DG Set Generating company)** will sign a back to back Power Purchase Agreement (PPA) with NVVN.
- 1) After evaluation of the Bids received, the NVVN had accepted the Bid of the **(name of the DG Set Generating company)** and issued Letter of Award No. dated (hereinafter called the "LOA"). The **(name of the DG Set Generating company)**, shall supply 10 MW round the clock (RTC) power from DG Set, to Electricity Department, Andaman & Nicobar Administration at IPP Complex Bambooflat through NVVN as per the LoA issued by NVVN.

2) DEFINITIONS

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 of India and the rules or regulations framed thereunder, including those issued or framed by The Joint Electricity Regulatory Commission for the state of Goa and Union Territories (as defined hereunder) and as amended or re-enacted from time to time.

“1st Contract Year”	Shall mean 12 (twelve) months starting from the first day of the month of commencement of supply of power on Date of Commercial Operation
“Affiliate”	Shall mean with respect to any party, any company, corporation, association or other entity, which, directly or indirectly, Controls it or is Controlled by it or is under common Control with it;
“Business Day”	- For NVVN, shall mean the day on which bank at Delhi as notified by NVVN is open for transactions; - For (name of the DG Set Generating company) , shall mean the day on which bank at Port Blair as notified by (name of the DG Set Generating company) is open for transactions;
“CERC” or “Appropriate Commission”	Shall mean the Central Electricity Regulatory Commission of India, constituted under sub–section (1) of Section 76 of the Electricity Act, 2003, or its successors;
“Change in Law”	Shall have the meaning ascribed under Article 22.0 of this Agreement;
“Consents, Clearances and Permits”	Shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of supply of power;
“Contracted Capacity”	Shall mean 10 MW of power agreed for supply to Electricity Department, Administration of Andaman & Nicobar at the delivery point (name of the DG Set Generating company) through NVVN.
“Controlling”, “Controlled by” or “Control”	With respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by agreement or otherwise;
Date of Commercial Operation (COD)	The day of successful trial run of DG set for 08 hrs at peak supply of 10 MW
“Delivery Point”	Shall have the meaning the ascribed under Article 5.0 of this Agreement.
“Dispute”	Shall mean any dispute or difference of any kind between a Procurer and the Seller, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 19.0 of this Agreement;

“Due Date”	Shall be 35 (thirty days) days from date of Provisional Invoice or Monthly Invoice or Supplementary Invoices as the case may be excluding the day of raising Invoice;
“Effective Date”	Shall have the meaning ascribed thereto in Article 2.0 of this Agreement;
“Electricity Act, 2003”	Shall mean the Electricity Act, 2003 of India and any rules, amendments, regulations, notifications, guidelines or policies issued there under from time to time;
“Expiry Date”	Shall mean the date occurring 3 (three) years from 00:00 hours of the date of commercial operation under this Agreement in accordance with Article 2.0
“Force Majeure” or “Force Majeure Event”	Shall have the meaning ascribed thereto in Article 21.0 of this Agreement;
“Interest Charge”	Shall have the meaning ascribed thereto in this Agreement;
“Invoice”	Shall mean either a Provisional Invoice or Monthly Invoice or a Supplementary Invoice by (name of the DG Set Generating company) ;
“Letter of Credit” or “LC”	Shall have the meaning ascribed thereto in this Agreement;
“Monthly Invoice”	Shall mean a monthly invoice raised after issuance of Energy Accounts by SLDC/ JMR by designated authority.
“Power Purchase Agreement”	Shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“SLDC”	Shall mean the relevant State Load Dispatch Centre established under Sub-section of the Electricity Act, 2003 of India;
“State Transmission Utility” or “STU”	Shall mean the utility notified by the appropriate State Government under Section 39 of the Electricity Act, 2003 of India;
“Supplementary Invoice”	Shall mean an invoice other than a Provisional Invoice or Monthly Invoice raised by NVVN.
“Tariff”	Shall have the same meaning as provided for in Article 11.0 of this Agreement;

2.0 EFFECTIVE DATE AND EXPIRY DATE OF THE AGREEMENT

- a. This Agreement shall be effective from the date of issue of letter of award, i.e. and remain valid initially up to 3 (Three) years from 00:00 hours of the date of commercial operation (COD). The date on which full 10 MW power is delivered to the

grid continuously at least for 8 hours shall be considered COD. The agreement shall be extendable by one year beyond the initial period of three years on the same terms and conditions.

- b. **(Name of the DG Set Generating Company)** shall indicate the date of commencement of supply at least 7days in advance.
- c. The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the parties under this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under **Article 19.0**, (Amicable Settlement and Dispute Resolution), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

3.0 CONTRACTED CAPACITY (IES)

NVVN shall purchase 10 MW power from **(name of the DG Set Generating Company)** at the delivery point as mentioned at **Article 5.0**, for onward sale of such power to Electricity Department, Administration of Andaman & Nicobar.

The DG set should have minimum average daily (accounted on monthly basis) & yearly generation of 0.192 MU & 70.08 MU respectively from 10 MW power plant. The **(name of the DG Set Generating Company)** and NVVN shall ensure the availability of 10 MW during peak hours i.e. 1700 hrs to 2200 hrs.

4.0 LIQUIDATED DAMAGE

The Project shall be commissioned to the rated capacity and COD shall be achieved in 45 days from the Effective date of PPA. In case of failure to achieve this milestone, NVVN shall deduct the following liquidated damages:

1% per week or part thereof subject to maximum of 10% of cost of supply of power for PPA duration (i.e. Tariff X minimum guaranteed Generation per year X PPA period in year). In case the bidder fails to achieve the COD (Commercial Operation Date) beyond 2 weeks after the targeted period of COD NVVN will be at the discretion to invoke termination clause.

The LD shall be deducted from monthly Bills in ten (10) instalments. Any LD amount deducted from the successful bidder will be transferred to concerned Electricity Department, Andaman & Nicobar Administration.

5.0 DELIVERY POINT

The delivery point will be at 33 KV bus of IPP Complex, Bambooflat of the Electricity Department for 10 MW DG set (s).

6.0 TRANSMISSION CHARGES

All charges of any and every nature including transmission charges, scheduling fees, open access charges, transmission losses and adjustment therefore upto the Delivery Point shall entirely be to the account of **(name of the DG Set Generating company)** and NVVN shall have no liability whatsoever.

7.0 SYSTEM MONITORING AND CONTROL

- a) The HSD oil having BS-IV grade available, will be supplied free of cost to **(name of the DG Set Generating company)** through IOCL oil tankers at respective power plant sites on daily basis for Power Generation, except on holidays & Sundays. The responsibility of making fuel available up to site for generation lies with Electricity Department. The responsibility of monitoring and recording of its consumption and stock including periodical check to ascertain SFC of HSD consumption shall be with Electricity Department.
- b) **(Name of the DG Set Generating Company)** shall appoint an officer and designate him as a Plant Manager, who shall in turn responsible for coordination with Electricity Department for dispatch & delivery of load.

8. OUTAGE AND MAINTENANCE SCHEDULE

- a) The supply of energy to Electricity Department shall be subject to scheduled outages as may be necessary or unscheduled outages on account of failures in DG Set, Non-availability of any equipment's in Sub-station or transmission system of Electricity Department.

The periodicity and duration of scheduled outages of DG Set shall be guided by the maintenance program of Electricity Department.

In the case of unscheduled outages on part of Electricity Department / **(Name of the DG Set Generating Company)** will communicate immediately regarding the nature and likely duration of outage with intimation to NVVN for further coordination. The likely date by which the affected equipment shall be back in service shall also be intimated.

- b) Notwithstanding anything in this section 8.0 and subject to availability of transmission system, the average generation of the installed DG capacity of 10 MW shall be at least 0.192 MU per day accounted on monthly basis and **(name of the DG Set Generating**

company) shall ensure delivery of 10 MW continuous power for 80 to 85% or more of time at site condition on monthly basis.

9.0 METERING

- I. The metering arrangements provided by **(name of the DG Set Generating company)** in the delivery circuit breaker panels shall be used for accounting of energy for actual drawl. The accuracy and class of meters for main meters and check meters shall be as per CEA Installation and Operation of Meters Regulation 2006 and its subsequent amendments issued from time to time.
- II. The energy recorded by the main meters (Special Energy Meters) at Delivery Point(s) shall be used for computing the energy supplied by **(name of the DG Set Generating company)** and consumption by Electricity Department, provided that all the main meters have been in continuous service throughout the month. In the event any one or more meters, be removed from service for repairs, readings of the corresponding check meter(s) shall be taken as the basis for accounting purposes.
- III. Provided that if the reading of main meter installed by Electricity Department, differs from the reading of the corresponding check meter by more than 0.2% (Accuracy of Meters, CT, PT shall be 0.2%) or any other lower percentage as may be mutually agreed, the main and check meters shall be taken up for calibration. Energy figures recorded by the main meter for the month concerned shall be revised accordingly if the error on the main meter exceeds the above said percentage on actual testing.
- IV. The above readings will be cross checked with the total reading of the individual energy meters provided on the generator control panel by taking into account the auxiliary consumption & transformer loss and in the event of defective main & check meter, the DG Set energy meter readings will be taken after deducting the auxiliary consumption and transformer loss to finalize the energy delivered to the grid.

10.0 ENERGY ACCOUNTING AND SCHEDULING

The plant Manager, appointed by the DG Set Generating Company, will declare its daily availability of power during peak hours & non-peak hours before 09:00 hrs. to Electricity Department, under intimation to NVVN. Further, a detailed Operating / Scheduling Procedure shall be drawn and agreed amongst **(name of the DG Set Generating company)**, Electricity Department and NVVN.

Further, the joint meter readings (JMR) of energy meter shall be recorded/ checked by both i.e. **(name of the DG Set Generating company)** and Electricity department at 1400 hrs. on last day of every month. The joint energy meter reading (JMR) shall be made available to NVVN to verify the condition of supply for calculating energy charge, penalty/ incentive etc. for raising the bill to Electricity Department. The JMR shall also include energy meter reading at 1700 Hrs & 2200 Hrs day wise.

11.0 TARIFF FOR SALE OF POWER

Energy Charge for sale of power shall be Rs. -----/ kWh for the entire period of contract as discovered in tariff based competitive bidding.

12.0 INCENTIVE

An incentive at the rate of ----- (50% of per unit cost) will be paid to **(name of the DG Set Generating Company)** by NVVN if the energy supplied exceeds beyond 0.216 MU per day accounted on monthly basis to Electricity Department. However, No Incentive shall be paid for the energy supplied beyond 0.264 MU per day accounted on monthly basis.

13.0 PENALTY

The Generating Company shall be charged penalty on the following conditions at a rate mentioned.

- a) Penalty at the rate of Rs. ----- (Double the per unit cost) will be paid by **(name of the DG Set Generating company)** to NVVN for the shortfall of average generation below 0.192 MU per day accounted on monthly basis after adjustment of deemed generation as per clause 13.0 (d).
- b) Any shortfall in peak supply below 10 MW after adjustment of deemed generation as per clause 13.0 (d) will be penalized at the rate of Rs. 200/- per 50 KW or part thereof for every hour in same proportion. The peak hours will be 1700 Hrs. to 2200 Hrs. To avoid confusion, the calculation for average shortfall in supply during peak hour has been illustrated below.

[Illustration: Determination of MW shortage & penalty Calculation.]

Determination of peak load MW shortage will be based on average MW supplied from 5 PM to 10 PM and average MW will be calculated as follows:

Let DCBMEMR at 5PM be - 'A' units.

Let DCBMEMR at 10PM be - 'B' units.

So, Energy delivered from 5PM to 10 PM energy C= ('B'-'A') units

Average MW delivered during peak hours D = 'C'/10000

Hence MW shortfall = 10 MW - 'D' MW, if D < 10MW (D less than 10 MW)

Penalty to be imposed = Rs. {(10 -D)/ 0.05}x 200x5

(DCBMEMR - Delivery Circuit Breaker Main Energy Meter Reading)

- c) The HSD oil will be supplied for Power Generation on daily basis to **(name of the DG Set Generating company)**, through IOCL available in A&N Islands having BS-IV grade, except on holidays & Sundays.

The minimum SFC shall not fall below 3.7 kWh per Ltr. (equivalent to 0.270 Ltr/kWh). Any excess consumption of HSD beyond 0.270 Ltr/kWh will be to the **(name of the DG Set Generating company)** account and the cost of excess HSD along with transportation charges (based on actuals), if any shall be deducted from the monthly bill.

The readings of HSD stock will be recorded/ checked by both the parties at 1400 hrs. on last day of every month, based on which the condition of supply will be verified for calculating penalty etc. and accordingly data shall be made available to NVVN through JMR for billing to Electricity Department.

In the event of defect in HSD flow meter, the tank balance of main tank and service tanks will be accounted for calculation of HSD consumed. However, the defective flow meter shall be replaced/ rectified by the **(name of the DG Set Generating company)** before next reading day.

If the SFC is better than 0.256 Ltr./Unit the HSD will be accounted as per actual and no incentive will be paid on the account of HSD saved as the HSD will be supplied by the department.

- d) Due to less power demand by Electricity Department, line fault or any other fault in the network of Electricity Department or line of electricity department under maintenance /not available for which the **(name of the DG Set Generating company)** is not responsible thereby not able to deliver the contracted power, then no penalty will be imposed for such period of non-supply. The energy that could have been generated during such period shall be termed as deemed generation and calculated based on 80% load and period of non-supply (e.g. 4000 KW x duration of non-supply in hours for 10 MW Set) such unit calculation for peak hours shall be 100% load and period of non-supply (e.g. 5000 KW x duration in hours for 10 MW Set). However, such period of non-delivery of power due to fault on the part of the Electricity Department shall be recorded in the log book and log sheets which shall be maintained by the contractor and shall be authenticated by obtaining counter sign of the representative of the Electricity Department. The data related to deemed generation shall be entered into JMR for billing purpose.

14.0 Taxes, duties etc.

All statutory taxes, levies, duties, royalty, fees or any other kind of levies imposed / charged by Gol or any state government (s) / or any other local bodies / authorities' in India shall be payable by **(name of the DG Set Generating company)**.

Notwithstanding anything otherwise contained in this Agreement or in any other document or communication, the Electricity Department, Administration of Andaman & Nicobar and the **(name of the DG Set Generating company)** hereby acknowledge, accept and confirm that NVVN is an intermediary agency to facilitate the trading, it shall have no financial exposure and all amounts due from NVVN to **(name of the DG Set Generating company)** made available shall be duly paid by Electricity Department, Administration of Andaman & Nicobar in net INR. The tariff payable by Electricity Department, Administration of Andaman & Nicobar to NVVN shall, therefore, include all and every amounts payable by NVVN to **(name of the DG Set Generating company)** for purchase of power from **(name of the DG Set Generating company)**, for onward sale to Electricity Department, Administration of Andaman & Nicobar whether specifically dealt herein or otherwise and in addition thereto the Trading Margin.

15.0 INVOICES

- (a) The invoice for monthly energy charges prior to declaration of COD i.e. during testing & commissioning period will be raised by **(name of the DG Set Generating company)** based on discovered tariff without imposing penalty for peak hour shortage and less unit generation, however, penalty for excess HSD consumption during this testing and commissioning period will be applicable as per the relevant clauses of Article 13.0.

After declaration of CoD, i.e. after successful trial run of DG set for 08 hrs at peak supply of 10 MW, **(name of the DG Set Generating company)** shall raise invoice (Provisional / Monthly Invoice) on NVVN for the energy supplied in the previous month based on discovered tariff as per **Article 11.0** and on the basis of joint meter reading (JMR) which will be processed taking into account the operating condition of supply. Incentive & penalties, if any, will be calculated in accordance with the relevant clauses of the agreement and will be added/ deducted to/from the monthly bill and amount so arrived at, shall be paid to the **(name of the DG Set Generating Company)**. The JMR should indicate initial & final energy meter reading for the month, energy meter reading at 1700 hrs & 2200 hrs day-wise, deemed generation on event of shortfall in demand/ shortfall in HSD supply/ system fault in the line/ network attributable to A&N Administration in cumulative and day-wise for peak hour. The JMR should also indicate the quantity of HSD for which penalty is to be charged.

The JMR has to be mutually agreed & signed between the power generator & Electricity Department.

The due date of payment shall be 35 (thirty days) days from date of Provisional Invoice or Monthly Invoice or Supplementary Invoices as the case may be excluding the day of raising Invoice and shall be paid through Electronic Clearing Service (ECS)

date of the LC. The LC shall be opened at least 15 (Fifteen) days prior to commencement of supply which is a condition precedent.

All costs relating to opening, LC, if any, shall be borne by the NVVN

19.0 AMICABLE SETTLEMENT AND DISPUTE RESOLUTION

- a) Either party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (**Dispute**) by giving a written notice (**Dispute Notice**) to the other party, which shall contain:
- i. a description of the Dispute;
 - ii. the grounds for such Dispute; and
 - iii. all written material in support of its claim.
- b) The other party shall, within 30(thirty) Business Days of issue of the Dispute Notice issued under Article 19.0, furnish:
- i. counter-claim and defences, if any, regarding the Dispute; and
 - ii. All written material in support of its defences and counter-claim.
- c) Within 30 (thirty) Business Days of issue of the Dispute Notice by any party pursuant to Article 19.a.i if the other party does not furnish any counter claim or defense under Article 19.b.i or within 30(thirty) Business Days from the date of furnishing counter claims or defence by the other party, it shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration . This Agreement and the rights and obligations of the Parties hereto shall remain in full force and effect, except in so far as such rights and obligations are the subject matter of the arbitration proceedings, pending the award in such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective.

20.0 QUARTERLY AND ANNUAL RECONCILIATION

The parties acknowledge that all payments made against the Invoices shall be subject to quarterly reconciliation within 30(thirty) Business Days of the end of the quarter of each Financial Year and annual reconciliation within 30(thirty) Business Days of the end of each Financial Year to take into account the Energy Accounts of SLDC, Administrator Andaman & Nicobar, tariff, interest charges etc. under this Agreement.

21.0 FORCE MAJEURE EVENT

Force Majeure is herein defined as any cause which is beyond the control of the successful bidder/supplier or the Electricity Department, A&N Administration as the case may be, which they could not foresee or with a reasonable amount of

diligence could not have for seen and which substantially affect the performance of the contract, such as:

a) Natural phenomena, including, but not limited to floods, droughts, earthquakes, Tsunami & epidemics;

b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

c) Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

22.0 CHANGE IN LAW

Definitions

In this Article, the following terms shall have the following meanings:

“Change in Law” means the occurrence of any of the following events after the Effective Date resulting into any additional recurring / non-recurring expenditure by NVVN or any income to NVVN applicable for sale of power to Electricity Department of A& N Administration:

- a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any law, including rules and regulations framed pursuant to such law;
- b) a change in the interpretation or application of any law by any Indian Governmental Instrumentality having the legal power to interpret or apply such law, or any Competent Court of law;
- c) the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- d) a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Electricity Department of A& N Administration;
- e) Any change in tax or introduction of any new tax.
- f) but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of NVVN, or (ii) any change on account of regulatory measures by the Appropriate Commission including calculation of availability.

23.0 NOTICES

All notices must be delivered by registered post or certified mail or e-mail or fax to the following addresses:

For (name of the DG Set Generating company)

Address :

Attention :

Fax No. :

Telephone No :

For NVVN

Attention : General Manager (BD/ P&S/ Comml)

Address : NTPC VIDYUT VYAPAR NIGAM LIMITED,
7th Floor, Core-3 SCOPE Complex,
7 Institutional Area, Lodi Road,
New Delhi - 110003

Fax No. : +9111-24362009 / 24367021

Email ID : nvvnbd@gmail.com

All notices or communications given by facsimile or e-mail shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

Any party may by notice of at least 15 (fifteen) Business Days to the other party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

24.0 IMPLEMENTATION OF THIS AGREEMENT

All discretions to be exercised and directions, approvals, consents and notices to be given, and action to be taken under these presents, unless otherwise expressly provided herein, shall be exercised and given by the parties to this Agreement or by duly authorized representative(s) that each party may nominate in this behalf in writing to the other party.

Each of the parties shall act with determination and due diligence to obtain from its respective country, and try to keep in force, all licenses and authorization necessary for the export and import of energy. Each party shall notify the other

party when all of the Government Authorizations and approvals required by that party to implement this Agreement have been obtained.

Each party hereto shall cooperate with other in the furnishing of technical and other information, data or other matters may reasonably be required concerning authorization related to this Agreement.

25.0 TERMINATION OF CONTRACT

- (a) **Termination for default:-** The **NVVN** reserves the right to terminate /short close the contract, without prejudice to any other remedy for breach of any provisions of this contract agreement, by giving one month's Notice if the **(name of the DG Set Generating company)** fails to perform any obligation(s) under this contract/ agreement and does not cure his failure within a period of 30 days (or such longer period as NVVN may authorize in writing) after receipt of the default notice from NVVN.
- (b) **Termination of Insolvency:** NVVN may at any instance terminate the contract/ agreement by giving written notice without compensation to the **(name of the DG Set Generating company)**, if the **(name of the DG Set Generating company)** becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrued thereafter NVVN.
- (c) In the event of conclusion or expiry/ breach or termination of the contract, the **(name of the DG Set Generating company)** within 45 days shall handover the site back to the Electricity Department free of encumbrance.

26.0 COMPLIANCE WITH ELECTRICITY ACT, 2003

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003 of India, or any rules and regulations made thereunder, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

27.0 LIMITATION OF LIABILITY OF NVVN

Notwithstanding anything otherwise contained elsewhere in this Agreement or in any other document or communication, the **(name of the DG Set Generating company)** hereby acknowledge, accept and confirm that NVVN is an intermediary agency to facilitate trading; and NVVN has no ability and cannot take financial obligations or exposure either to **(name of the DG Set Generating company)**

under this PPA or under the PSA being entered into with Electricity Department. Accordingly it is agreed that any claim by Electricity Department under this Agreement financial or otherwise shall be enforceable against NVVN only in a manner that NVVN will have the liability only if on a back to back basis any such claim can be enforced against and recovery or implementation can be made by **(name of the DG Set Generating company)** and not otherwise. NVVN shall have the right to assigns the obligations under this Agreement to **(name of the DG Set Generating company)** upon any claim being raised by Electricity Department against NVVN by a letter written to **(name of the DG Set Generating company)** with copy to Electricity Department and thereupon all actions by **(name of the DG Set Generating company)** shall for all intent and purposes against Electricity Department as if Electricity Department is a party to this Agreement in place of NVVN and the role of NVVN shall be to act as a facilitator in the matter .

IN WITNESS WHEREOF the parties have executed these presents through their authorized Representatives at New Delhi on the date, month and year first mentioned above in two originals, both in English.

For and on behalf of NTPC
Vidyut Vyapar Nigam Limited

For and on behalf of **(name of
the DG Set Generating company)**

WITNESS

WITNESS

1.

1.

2.

2.