

Clarifications issued against Tender Specification No. NVVN/NALCO/NIT/SALE/RE POWER/002

Sr.No	Reference doc	Reference Clause	Details	Proposed Amendments/Deviations	Clarifications Issued
1	Invitation For Bids	4	<p>Part-A:</p> <p>a. Covering Letter.</p> <p>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.</p> <p>c. EMD, calculated @ Rs. 1,00,000 per MW of the offered capacity 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</p> <p>d. Authorization Certificate / LOI (Letter of Intent) of Buying Utility (ies)/ Consumer.</p> <p>e. Copy of valid Intra-state Energy Trading License issued by CERC to deal in Intra-state trading of energy. (In case of bid by Trader).</p> <p>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).</p>	<p>Part-A:</p> <p>a. Covering Letter.</p> <p>b. Copy of valid Intra-state Energy Trading License issued by CERC to deal in Intra-state trading of energy. (In case of bid by Trader).</p> <p>c. 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).</p>	<p>Part-A:</p> <p>a. Covering Letter.</p> <p>b. Tender fee of Rs.10,000/- plus applicable taxes in the form of Demand Draft in favour of NVVN Limited payable at New Delhi.</p> <p>c. EMD:</p> <p>(1) For Bidding Quantum < 5MW, EMD amount - Rs. 2 lakh only</p> <p>(2) For Bidding Quantum ≥ 5MW, EMD amount - Rs. 5 lakh only</p> <p>EMD to be submitted 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</p> <p>d. Authorization Certificate / LOI (Letter of Intent) of Buying Utility (ies)/ Consumer.</p> <p>e. Copy of valid Intra-state Energy Trading License issued by CERC to deal in Intra-state trading of energy. (In case of bid by Trader).</p> <p>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).</p>
2	Invitation For Bids	4	<p>Part-B:</p> <p>a. Part B" shall comprise of 'Price and Quantum Bid' in the prescribed format enclosed as Annexure-IV</p> <p>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</p> <p>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".</p>	<p>Part-B:</p> <p>a. Part B" shall comprise of 'Price and Quantum Bid' in the prescribed format enclosed as Annexure-IV</p> <p>Both part A & B shall be put together in one sealed envelope super scribed with words "Tender for purchase of renewable power from NALCO Upto 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</p> <p>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".</p>	<p>Part-B:</p> <p>a. Part B" shall comprise of 'Price and Quantum Bid' in the prescribed format enclosed as Annexure-IV</p> <p>Both part A & B shall be put together in one sealed envelope super scribed with words "Tender for purchase of upto 50.4 renewable power from NALCO 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</p> <p>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".</p>
3	Invitation For Bids	5	<p>Contract Documents:</p> <p>NVVN shall intimate the award of the contract to the successful bidder(s) through a Letter of Intent (LoI). Successful bidder(s) shall convey their acceptance of LoI within 2 days from the date of issuance of LoI. Acceptance of LoI 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 LoI issued by the NVVN shall stand automatically withdrawn along with forfeiture of Earnest Money Deposit.</p>	<p>Contract Documents:</p> <p>NVVN shall intimate the award of the contract to the successful bidder(s) through a Letter of Intent (LoI). Successful bidder(s) shall convey their acceptance of LoI within 2 working days from the date of issuance of LoI. Acceptance of LoI 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 LoI issued by the NVVN shall stand automatically withdrawn.</p>	<p>Contract Documents:</p> <p>NVVN shall intimate the award of the contract to the successful bidder(s) through a Letter of Intent (LoI). Successful bidder(s) shall convey their acceptance of LoI within 2 working days from the date of issuance of LoI. Acceptance of LoI 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 LoI issued by the NVVN shall stand automatically withdrawn along with forfeiture of Earnest Money Deposit.</p>
4	Invitation For Bids	7	<p>Tender Fee:</p> <p>The bidders shall have to deposit Non-refundable Tender fee of Rs.20,000/- plus applicable taxes(i.e Rs. 23,600/- 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.</p>	To be deleted	<p>Tender Fee:</p> <p>The bidders shall have to deposit Non-refundable Tender fee of Rs.10,000/- plus applicable taxes(i.e Rs. 11,800/- 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.</p>

5	Invitation For Bids	8	<p>8. Bid Security:</p> <p>a) The bidder shall have to submit EMD @ Rs. 1,00,000 per MW of the offered capacity 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.</p> <p>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.</p> <p>c) The EMD shall be refunded to the unsuccessful bidder within 10 days of expiry of the bid validity period.</p> <p>d) The EMD of the successful bidder shall be refunded after furnishing the Contract Performance Guarantee.</p> <p>No interest shall be paid on the Earnest Money Deposit (EMD).</p>	To be deleted	<p>8. Bid Security:</p> <p>a) EMD:</p> <p>(1) For Bidding Quantum < 5MW, EMD amount - Rs. 2 lakh only</p> <p>(2) For Bidding Quantum > 5MW, EMD amount - Rs. 5 lakh only</p> <p>EMD to be submitted 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.</p> <p>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.</p> <p>c) The EMD shall be refunded to the unsuccessful bidder within 10 days of expiry of the bid validity period.</p> <p>d) The EMD of the successful bidder shall be refunded after furnishing the Contract Performance Guarantee.</p> <p>No interest shall be paid on the Earnest Money Deposit (EMD).</p>
6	Invitation For Bids	9	<p>Contract Performance Guarantee (CPG):</p> <p>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.</p> <p>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.</p> <p>c) In the event, the CPG is not furnished within the stipulated date the Bid Security submitted against the bid shall be forfeited.</p> <p>d) The CPG provided by the successful bidder shall be forfeited for non-performing the contractual obligations.</p> <p>e) The CPG shall be released to the successful bidder(s) within 30 days after completion of Contract Period.</p> <p>No interest shall be paid on the Contract Performance Guarantee (CPG).</p>	To be deleted	Deleted
7	Invitation For Bids	12	<p>Execution of Power Purchase Agreement:</p> <p>As per MERC regulation, for applying to the concerned authority for obtaining Open Access Permission, the PPA needs to be executed between the Consumer & NALCO, the generator. However, the responsibilities & accountabilities of signing lies with the bidder, with respect to scope defined as per tender. In this respect, the successful bidder shall execute an indemnity bond to safeguard the generator against any risk of non-performance by the consumer towards their obligations as per PPA terms / conditions for the entire PPA period.</p> <p>The successful bidder shall have to execute the Power Purchase Facilitation Agreement with NVVN within 15 days of acceptance of Lol failing which Lol shall be liable to be terminated and EMD shall be forfeited.</p> <p>The Power Purchase Agreements 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.</p>	<p>Execution of Power Purchase Agreement:</p> <p>As per MERC regulation, for applying to the concerned authority for obtaining Open Access Permission, the PPA needs to be executed between either bidder/Consumer & NALCO, the generator. However, the responsibilities & accountabilities of signing lies with the bidder, with respect to scope defined as per tender. In this respect, the successful bidder shall execute an indemnity bond to safeguard the generator against any risk of non-performance by the consumer towards their obligations as per PPA terms / conditions for the entire PPA period.</p> <p>The successful bidder shall have to execute the Power Purchase Facilitation Agreement with NVVN within 15 days of acceptance of Lol failing which Lol shall be liable to be terminated and EMD shall be forfeited.</p> <p>The Power Purchase Agreements with the successful bidder shall be in correlation/linkage with other contract executed by the ultimate consumers or to be executed by the parties.</p>	<p>Execution of Power Purchase Agreement:</p> <p>As per MERC regulation, for applying to the concerned authority for obtaining Open Access Permission, the PPA needs to be executed between the either bidder/Consumer & NALCO, the generator. However, the responsibilities & accountabilities of signing lies with the bidder, with respect to scope defined as per tender. In this respect, the successful bidder shall execute an indemnity bond to safeguard the generator against any risk of non-performance by the consumer towards their obligations as per PPA terms / conditions for the entire PPA period.</p> <p>The successful bidder shall have to execute the Power Purchase Facilitation Agreement with NVVN within 15 days of acceptance of Lol failing which Lol shall be liable to be terminated and EMD shall be forfeited.</p> <p>The Power Purchase Agreements 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.</p>
8	Invitation For Bids	14	<p>Bid Validity Period:</p> <p>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.</p>	<p>Bid Validity Period:</p> <p>The offer shall remain valid for a period of 30 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.</p>	<p>Bid Validity Period:</p> <p>The offer shall remain valid for a period of 45 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</p>

9	General Terms and Condition	3	<p>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.</p> <p>a) The Power shall be scheduled and dispatched as per the prevailing relevant provisions of MERC.</p> <p>b) The Successful bidder shall obtain the concurrence of MSLDC required for short term / medium 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.</p>	<p>Scheduling: Successful bidder shall allocate 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, if necessary.</p> <p>a) The Power shall be scheduled and dispatched as per the prevailing relevant provisions of MERC.</p> <p>b) The Successful bidder shall obtain the concurrence of MSLDC required for short term / medium 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.</p>	<p>Scheduling: Successful bidder shall allocate 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.</p> <p>a) The Power shall be scheduled and dispatched as per the prevailing relevant provisions of MERC.</p> <p>b) The Successful bidder shall obtain the concurrence of MSLDC required for short term / medium 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.</p>
10	General Terms and Condition	5	<p>Billing Cycle: NVVN shall be raising monthly bills on actual basis for the energy supplied at Ex –Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) based on the credit note received from MSEDCL. Any lapse or mismatch in energy generated as per credit note / bill of Generator vis-à-vis the DISCOM bill of Consumer, shall be on account of bidder.</p>	<p>Billing Cycle: NVVN shall be raising monthly bills on actual basis for the energy adjusted in consumer bill comuserate at Ex –Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line).</p>	<p>Billing Cycle: NVVN shall be raising monthly bills on actual basis for the energy adjusted in consumer bill comuserat at Ex –Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) based on the credit note received from MSEDCL. Any lapse or mismatch in energy generated as per credit note / bill of Generator vis-à-vis the DISCOM bill of Consumer, shall be on account of bidder.</p>
11	General Terms and Condition	6	<p>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".</p>	<p>Payment: The "Due Date" for payment of the billed amount as per provisions contained in Clause No. 5 above would be the Tenth 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".</p>	<p>Payment: The "Due Date" for payment of the billed amount as per provisions contained in Clause No. 5 above would be the Seventh 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".</p>
12	General Terms and Condition	8	<p>Surcharge for Late Payment: A late payment surcharge of 1.5% per month shall be applicable on all outstanding payments after 15 days of receiving relevant bill. This surcharge would be calculated on a day-to-day basis for each day of the delay beyond 15th day (including the date of fax/ e-mail of bill). 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.</p>	<p>Surcharge for Late Payment: A late payment surcharge of 1.0% per month shall be applicable on all outstanding payments after 15 days of receiving relevant bill. This surcharge would be calculated on a day-to-day basis for each day of the delay beyond 15th day (including the date of fax/ e-mail of bill). 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.</p>	<p>Surcharge for Late Payment: A late payment surcharge of 1.25% per month shall be applicable on all outstanding payments after 15 days of receiving relevant bill. This surcharge would be calculated on a day-to-day basis for each day of the delay beyond 15th day (including the date of fax/ e-mail of bill). 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.</p>
13	General Terms and Condition	9	<p>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. Any change in law with respect to open access permission, is on account of the bidder. Upon issuance of Letter of Intent (Lol) 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 Lol 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.</p>	<p>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. Upon issuance of Letter of Intent (Lol) 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 Lol liable to be terminated. 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.</p>	<p>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. Any change in law with respect to open access permission, is on account of the bidder. Upon issuance of Letter of Intent (Lol) 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 Lol liable to be terminated along with forfeiture of the EMD. 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.</p>

14	General Terms and Condition	10	<p>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.</p>	To be deleted	<p>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.</p>
15	General Terms and Condition	11	<p>Payment Security Mechanism: 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.</p>	<p>Payment Security Mechanism: The successful bidder will arrange Payment Security cover form the ultimate consumers of suitable Bank Guarantee in a format to be furnished by NVVN from any nationalized bank/scheduled commercial bank for an amount equivalent to 60 (Ninety) days billing based on average MW quantum as per LOI for entire duration of contract. In case of non-payment of any monthly invoice amount by successful bidder to NVVN within 15 days from the due date, NVVN may encash the provided Bank Guarantee in full on 16th day from the due 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.</p>	<p>Payment Security Mechanism: 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 60 (Sixty) days billing based on maximum MW quantum as per LOI for entire duration of contract within 15 days of signing of PPA/ issuance of LOI. 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.</p>
16	General Terms and Condition	12	<p>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, lightning, 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.</p>	<p>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, lightning, 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. Denial of NOC or Rejection of Open Access application by either DISCOM/SLDC shall be treated as Force Majeure without any liability on either side.</p>	<p>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, lightning, 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. Denial of NOC or Rejection of Open Access application by either DISCOM/SLDC shall be treated as Force Majeure without any liability on either side, provided sufficient evidence supporting the same may be submitted.</p>