POWER PURCHASE AGREEMENT
Between
………………………….
(Seller)
And
NTPC Vidyut Vyapar Nigam Limited
(Nodal Agency/Buyer)

This Power Purchase Agreement (herein-after referred to as Agreement or "PPA") is entered into on the ….. day of…………… between..................... (herein after referred to as seller), having its registered office at.. , a company incorporated under the provisions of The Companies Act, 1956 (Central Act 1 of 1956),.................... as party on the First part.

AND

M/s NTPC Vidyut Vyapar Nigam Ltd, a company incorporated under the Companies Act,1956, having trading license No. 6/Trading/CERC dated 23 July 2004 and having its Registered office at Core-7 ,Scope Complex , 7 Institutional Area, Lodhi Road ,New Delhi 110003 (herein after referred to as "Nodal Agency" or "Buyer"), designated by Ministry of Power as Nodal Agency for the purpose of procurement of power from Gas based power plants (GBP plants) during high demand period which expression, unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns as party on the second part.

Both NVVN and the Seller are further referred to in this Agreement as "Party" or collectively as "Parties".

Whereas, Ministry of Power, Government of India has approved the Scheme for procurement of power from Gas Based Power Plants during identified high demand period (**16th March-25 to 15th Oct-25)** and has designated NVVN as Nodal agency vide letter dated 03rd Feb '25 . The Nodal Agency had initiated a competitive bidding process through issue of Request for Supply (RfS)/ e-Tender Notice NVVN\C&M\GBP\04\2024-25 dtd ……….. with Bharat ETS portal Event Ref: No .... Pursuant to the said bidding process, dated ……… .... (Seller) has been selected by the Nodal Agency vide Letter of Award No. …………….. dt...................., as the Seller for sale and supply of electricity for the Contracted Capacity (as described hereunder) at the applicable tariff in accordance with the terms of this agreement and the....................(Seller) has exclusively agreed to sell the power to the Nodal Agency accordingly.

The Nodal Agency shall further sell this power through **bilateral tie ups, bidding in Power exchange {*High Price Day Ahead Market (HP-DAM)/ High Price Term Ahead Market (HP-TAM) or other segment of any of the power exchange(s)} and shortfall Tertiary Reserve Ancillary Services (TRAS) or through any other market segments as per the provisions of this agreement and RFS including amendments/corrigendum if any or instruction received from NLDC.***

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

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

The RfS dated 05.02.2025 and its terms and conditions including any amendment(s), corrigendum(s) shall form an integral part of this PPA.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows.

DEFINITIONS

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued/ framed by CERC/ SERC, as amended or re-enacted from time to time.

Sl. No.	Term	Definition
1	Act or Electricity Act 2003	shall mean the Electricity Act, 2003 and any rules, amendments, regulations, notifications, guidelines or policies issued there under from time to time;
2	Agreement or Power Purchase Agreement (PPA)	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;

3	Business Day	Shall mean with respect to Seller and Buyer, a day other than Sunday or a statutory holiday, on which the banks and ***Nodal Agency*** both remain open for business;
4	Contracted Capacity/ Quantum	shall mean the net capacity of power (in MW) contracted between the Seller and the Buyer for supply at the Delivery Point;
5	Contract Performance Guarantee	As referred to in Clause 6 of this Agreement;
6	Contract Period	The contract period for supply of power by the seller shall mean the period commencing from **16th March-25 to 15th Oct-25** .
7	Delivery Point	The Delivery Point for the power shall be the point as specified by power exchange(s) for sale in Day Ahead Market or through any other market segments as applicable from time to time.
8	Force Majeure or Force Majeure Event	shall have the meaning ascribed thereto in this Agreement in Clause- 7
9	Nodal agency/Buyer	Means NTPC Vidyut Vyapar Nigam Ltd (NVVN)
10	NLDC	National Load Dispatch Centre
11	Power Exchange Charges	Power Exchange Charges as referred to in Clause 2.6
12	Ramp Rate	1% per minute of the contracted quantum
13	Seller(s)	Shall mean the Successful Seller(s) who have submitted the Contract Performance Guarantee and executed the PPA and other documents with the Buyer. Seller(s) shall be responsible for supplying power to the Buyer at the Delivery Point for the Term of PPA as per the terms and conditions specified therein.
14	Successful Bidders	shall mean the Sellers selected by the NVVN in pursuance to the RFS for supply of power as per the terms of the PPA and RFS.
15	Technical Minimum	Not more than 50% of contracted capacity as per the Letter of Award (LOA) given by NVVN to the Seller
16	Shortfall TRAS/TRAS	Tertiary Reserve Ancillary Service

1.0 CONTRACTED CAPACITY AND CONTRACT PERIOD

Contract Period	Contracted Capacity (MW)
16th March-25 to 15th Oct-25	……..

(i) Based on the current demand forecast and resource availability, the Grid India has assessed the requirement of operation of Gas Based Plants selected in the scheme for days 111 days during the period 16th Mar 25 – 15th Oct 25.

(ii) Minimum Guaranteed Off-take (MGO) for GBP plant would be calculated as per the requirement specified by NLDC based on estimated crunch days and 50% contracted capacity. MGO for each generator would be allocated in proportion of contracted capacity to the total bid capacity. MGO will be applicable on energy basis only.

(iii) The cumulative generation days given by NLDC on provisional basis for the crunch period shall be 111 days. However, the month-wise generation days for gas-based power plant for crunch period shall be provided by NLDC based on requirement and with provision for extension/revision during implementation.

(iv) Minimum Guaranteed Off-take (MGO) shall be …………..... MU for the contract Period.

(v) NVVN in consultation with NLDC shall communicate to the GBP plants at least fourteen (14) days in advance about the approximate number of crunch days based on all India demand and generation availability in the following week of operation on which the gas-based generation is likely to be required in the grid. The GBP plants shall accordingly arrange the gas during the said week (Monday to Sunday).

(vi) The generation profile of identified GBP plant would be 50% of contracted capacity during off-peak hours and up to 100% of contracted capacity during peak hours (1800 hrs-2400 hrs).

(vii) The modalities for utilization of the contracted capacity during the crunch period shall be as under:

a) Out of the contracted capacity, NVVN would endeavor to sell the power in any segment of the power exchange immediately after signing the contract.

b) The selected GBP plant may also seek avenues for sale of power for part or full crunch period and such sale shall be executed through the Nodal Agency.

c) NVVN in consultation with NLDC shall communicate to the GBP plants at least fourteen (14) days in advance about the approximate number of crunch days in the following week of operation on which the gas-based generation is likely to be required in the grid. In such communication, only one or more GBP plant may be identified depending on anticipated requirement of the grid, inter se merit order of the GBP plant and status of actual generation during the contract period till that time vis-a- vis MGO.

d) The GBP plants shall arrange for the gas based on generation profile as emerging from (a), (b) and (c) above.

e) During the operating week, NLDC will give confirmation for generation to one or more GBP plant at 0500 hours on D-1 day depending on the available MGO quantum with the generators and requirement of grid. Post this, NVVN will offer the available quantum in power exchange.

f) If NLDC has given confirmation for part capacity on D-1 basis to a GBP plant, the Nodal Agency may sell full/part of the unsold contracted capacity of that GBP plant (existing at the time of NLDC confirmation) during peak hours in the market at a rate which shall at least be equal to the discovered rate for that GBP plant.

g) Any left-over contracted quantum from GBP plant, which was given confirmation on D-1 day, would be scheduled by NLDC on D-day for grid support under ancillary services (TRAS shortfall).

(viii) Any energy sold out of contracted capacity shall be counted in the MGO for that GBP plant.

(ix) In case of energy requirement beyond MGO quantum, Nodal Agency may schedule such energy up to the Contracted Capacity (to the extent not already sold) to GBP plants based on their willingness to supply such additional energy.

(x) The selected bidders will have to arrange gas on their own. Applicable Gas price for payment towards energy supply for each month shall be linked to the Gas price determined considering Monthly average DES West India Marker (WIM) Index published on 16th or next working day of the preceding month. For example, applicable WIM index to be considered for Gas rate for Aug month will be the monthly average DES West India price (AAWIC03) published on 16th July.

(xi) The GBP plant may be required to start/stop the plant daily in accordance with the power requirement and cleared schedule. However, Nodal Agency in consultation with NLDC shall endeavour to minimize start/stops.

(xii) The gas plant connected to inter-state or intra-state transmission system participating in the bid shall have all necessary infrastructure in place and capability for scheduling, metering, accounting and settlement on a 15- minute time- block wise basis as specified in the Indian Electricity Grid Code.

(xiii) No planned maintenance shall be allowed during the identified crunch period.

(xiv) The selected Gas based plant can arrange substitute supply from any other gas based generating station without change in tariff and terms and conditions. The responsibility for arranging Gas for substitute supply shall be of the selected Gas Based Plant. The substitute supply source should not be the generator who has also been awarded for supply of power against this tender.

2.0 TARIFF STRUCTURE

The tariff payable will be on Rs/kWh basis with three components – *viz.* Fixed Charge (FC), Tax and Other costs (T&OC) and Variable charges (VC)

2.1 Fixed Charge Component (i.e., FC Component): FC component shall not be linked to gas price and shall take into account fixed cost associated with the GBP plant and reasonable return. Upper ceiling for FC while quoting the bids: Rs 2.00 per kWh.

The amount payable on account of FC shall be calculated based on Schedule generation in the Power exchange as per the following method:

FC Energy Charges in Rs. = FC (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period).

FC will not be changed during the duration of the contract.

For generation beyond 105% of the MGO, only 5% of the FC component shall be payable in addition to VC & T&OC.

2.2 Tax and Other costs Component (i.e., T&OC Component): The T&OC component shall include regasification charge, transportation cost, GST on regasification and transportation, local VAT, state transmission charges and transmission losses (if any), Nodal Agency trading margin, Power Exchange charges, marketing margin, SLDC charges as applicable. The bidder will be required to indicate each sub-component of this component in its bid submission along with justification.

Break up of T&OC Component:

Sl. No.	**Item**	**Unit**	**Value**	**Remarks**
1	Regasification charge	Rs/kWh		No Change during Contract
2	GST on Regasification	Rs/kWh		No Change during Contract
3	Transportation cost	Rs/kWh		No Change during Contract
4	GST on Transportation	Rs/kWh		No Change during Contract
5	Local State Value added Tax (VAT)	Rs/kWh		Monthly variation allowed. Corrected $VAT_{cd} = VAT_b * (WIM_m/WIM_b * Z_m/Z_b)$
6	State transmission charges	Rs/kWh		No Change during Contract
7	State transmission losses	Rs/kWh		No Change during Contract
8	Nodal Agency trading margin	Rs/kWh		No Change during Contract
9	Power Exchange charges	Rs/kWh		No Change during Contract
10	Marketing margin	Rs/kWh		No Change during Contract
11	SLDC charges	Rs/kWh		No Change during Contract
12	Other Statutory Charges/Taxes	Rs/kWh		No Change during Contract
	Total T&OC Component	Rs/kWh		

- VAT_b = Local VAT Refers to the base value submitted by bidder during bid submission.
- WIM_b - Refers to the base value of monthly average West India Marker Index published on 16th or next working day of previous month. Base value is taken as $13.842/MMBtu for 16th January'25 WIM.
- WIM_m - Refers to the value of monthly average West India Marker Index published on 16th or next working day of previous month of the date of schedule of power.

- Z_b refers to number of Units of INR equivalent to one unit of USD, base value is taken as 86.85 INR (SBI TT selling rate as on16.01.2025)

- Z_m refers to the number of Units of INR equivalent to one unit of USD as on 16th or next working day of previous month (SBI TT selling rate)

The amount payable on account of T&OC shall be calculated based on Schedule generation in the Power exchange as per the following method:

T&OC Energy Charges in Rs. = T&OC (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period)

For generation beyond 105% of the MGO, only 5% of the FC component shall be payable in addition to VC & T&OC.

2.3 Variable Charges Component (i.e., VC Component):

The seller shall be entitled to receive Variable charges towards energy scheduled in the Power Exchange through NVVN. It includes component linked to gas price on Delivered Ex ship (DES) basis and associated costs like Customs, insurance, Boil-Off, Letter of Credit Charges etc.

Applicable variable charge component (VC in Rs. /kWh) = 10.20* (WIM_m/WIM_b *Z_m/Z_b)

- WIM_b - Refers to the base value of monthly average West India Marker Index published on 16^{th} or next working day of previous month. Base value is taken as \$13.842/MMBtu for 16^{th} January'25 WIM.
- WIM_m - Refers to the value of monthly average West India Marker Index published on 16^{th} or next working day of previous month of the date of schedule of power.
- Z_b refers to number of Units of INR equivalent to one unit of USD, base value is taken as 86.85 INR (SBI TT selling rate as on16.01.2025)
- Z_m refers to the number of Units of INR equivalent to one unit of USD as on 16^{th} or next working day of previous month (SBI TT selling rate)

The VC component for the month during the crunch period will be declared on the 16th or next working day of the preceding month based on applicable West India Marker (WIM) Index as mentioned at clause 3 (x) and prevailing dollar conversion rate on that date. Any further fluctuations in the exchange rate between the USD and INR thereafter shall be borne by bidder.

Amount payable on account of VC component shall be calculated based on Schedule generation is as per following method:

VC Energy Charges in Rs. = VC (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period)

2.4 Start-up Cost (SC):

There shall be additional component of Start-up cost (SC) payable to generator for higher gas consumption at start up. In case of start-up.

The start-up cost payable shall be payable for energy corresponding to 5.65% of daily PLF for contracted quantum at the tariff mentioned hereunder:

Start-up cost per MW of the Contracted Capacity or part there of which has been advised to be started by the nodal Agency (In Rupees) = 0.5 X (VC + gas transportation charge + taxes (GST on regassification and transportation, local VAT) + marketing margin + regasification charges)

For Example, 100 MW is the contracted capacity (or NVVN has advised GBP plant to start 100 MW capacity in a particular day) then Startup cost for the day of startup shall be calculated as below:

SC (In Rs) = 0.5 * (5.65% of 24000) *100* {VC + gas transportation charge + taxes (GST on regassification and transportation, local VAT) + marketing margin + regasification charges}

Startup cost per unit (SC_{pu}) shall be calculated through the following formula:

$$SC_{pu} \text{ (Rs/kWh)} = SC \text{ (in Rs)/ (Daily profile generation in kWh)}$$

For Example, daily profile generation for 1800 MW (900 MW for 18 Hrs and 1800 MW for 6 hrs) is 27,000,000 kWh

2.5 Availability

No penalty will be applicable for first 30-time blocks in each week with reduced delivered availability. For Availability, a week shall be 7 days period starting from 1st day, 8th day, 15th day and so on, of the high demand period as mentioned in the bid documents.

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

b) On the basis of generation requirement allocated to GBP plant, the GBP plant shall confirm the acceptance of generation of same on day ahead basis (D-1) before 08:00 hrs.

c) The nodal agency shall bid the accepted quantum by GBP Plant in the power exchange.

d) The nodal agency would calculate the availability Factor for the day based on the block wise schedule communicated by Nodal Agency and schedule accepted by GBP plant as per following:

S-Schedule communicated by Nodal Agency to GBP Plant for the particular block of the day (MWh)

G- Schedule accepted by GBP Plant for the particular block of the day (MWh)

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

= 0 if S≤ G

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

e) No planned maintenance shall be allowed during the Contract Period under this Agreement.

f) Liquidated damage (LD) for less delivered availability of GBP plant shall be calculated as below:

LD in Rs. =ENSD*0.1*(FC + VC + T&OC) *1000

Where FC, VC and T&OC are in Rs/kWh. ENSD in MWh.

Provided that no LD shall be applicable for first 30 Blocks in each week

2.6 Power Exchange Charges (PXC):

a) All the charges deducted by Power Exchange for sale of contracted capacity by NVVN shall be payable to NVVN by the Seller. NVVN shall deduct the same from the daily Payment to the Seller towards sale of power.

b) NVVN will share the daily obligation report and schedule with the GBP plant on receipt of the same from the power exchange.

c) Client registration charges in Power Exchange(s) shall be in the scope of Gas Power Projects.

d) The bidder shall be responsible for arranging No Objection Certificate from the concerned LDC (SLDC/RLDC) for participation in Power Exchange or TRAS.

2.7 Trading Margin for Nodal Agency (NVVN):

NVVN shall be charging a trading margin of Rs. 0.06/Kwh (excluding GST) from the Gas Based Power Plants under this scheme for the energy scheduled through various segments e.g. Market, Bilateral or under shortfall provisions of TRAS.

2.8 Delivery Point:

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

3.0 DISPATCH & SETTLEMENT

3.1 Market based dispatch and settlement.

a) The bidding in power exchange shall be considering discovered tariff i.e. sum of all components including start-up cost. In case of excess amount received from power exchange sale after accounting for NVVN trading margin, 90% of the same shall be deposited in the DSM and Ancillary pool account after the end of the crunch period and any extension as applicable. However, 10% of such excess amount shall be paid to the generator as an incentive after the end of the crunch period and any extension as applicable.

b) NVVN shall bid in the power exchange based on the day ahead availability declared by GBP plant as per instruction given by NLDC. The bid-price for sale of power in Power Exchange segment and/ or bilateral mode etc. shall be sum of all components including start-up cost.

c) The bid (MW) shall be submitted in power exchange(s) by NVVN in line with the day ahead (D-1) assessment/ requirement provided by NLDC. This may be subject to revision as per inputs received from NLDC from time to time.

d) The capacity not offered in the High Price Day ahead Market/ High Price Term Ahead Market can be sold by NVVN in the other power exchange market segments as per instructions received from NLDC. GBP plant to strictly follow schedule given by nodal agency.

e) NVVN shall declare Variable Charges for TRAS with adjustment for power exchange charges and applicable mark-up, such that generator recovers only the total tariff (FC+ VC + T&OC components + startup cost – power exchange charges). In case of continuous operation without start up, no start-up cost will be payable and any extra payment on account of start up in TRAS shall be recovered from generator. Dispatch of selected gas based plant under TRAS or through exchange shall be as per merit order amongst the selected GBP plants based on quoted rates.

For Example: Generator charges to be specified in TRAS form shall be as

follows: = [(FC + VC + T&OC + SC_{PU})/1.1– PX Charges]

Where FC, VC, T&OC and PX Charges are in Rs/kWh.

f) The scheduling and dispatch by seller shall be further in compliance with the provisions of applicable IEGC and its subsequent amendments. The Seller shall comply with the required Ramp-Rate as per the provisions of IEGC Regulations (as amended).

g) The supplier may be required to start/stop the plant in accordance with the NLDC generation profile and cleared schedule.

h) NVVN shall share the daily obligation report and daily schedule with the Seller(s) on receipt of the same from the power exchange.

i) The bidder shall be required to Schedule its power every 15 minutes on daily basis as per Indian Electricity Grid Code and the applicable extant regulations.

j) The Seller shall communicate to NVVN its previous day's Station Ex-Bus Schedule Generation and Station Ex-Bus Actual Generation block wise on daily basis by 08:00 hours.

k) Any deviation from the Schedule shall attract the provisions of CERC Deviation Settlement Mechanism regulation. Deviation settlement shall be carried out as per the applicable CERC/SERC Regulations and in the absence of SERC Regulations on Deviation Settlement, the CERC Deviation Settlement Regulations shall apply to the GBP plant.

3.2 **Metering:**

a) For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the bidder shall follow the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.

b) The bidder shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at its periphery.

c) In addition to ensuring compliance of the applicable codes, the bidder shall install Main, Check as well as Stand-by meter(s) as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.

3.3 Gas Procurement for GBP plant

The Bidder shall arrange for the gas based on generation profile in accordance with the clause 1 (VII) (d).

3.4 Energy Accounting

a) The daily/weekly/ Monthly Energy Account/DSM Account/TRAS Account issued by respective RLDC/SLDC or Regional Power Committee shall be binding on all the parties for billing and payment purposes.

b) In case of any differences, the decisions of the RPC forums/ RLDC/SLDC shall be final, and both the Parties shall agree to abide by the decision so finalized.

c) Any change in the methodology of RLDC/SLDC or Regional Energy Account shall be done only as per the decisions taken in the forums and /or CERC orders and both the Parties shall agree to abide by the methodology so finalized.

4.0 Settlement for sale of energy in Power Exchange

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

b) DSM Charges shall be in the scope of Bidder.

5.0 Billing, Payment and Reconciliation:

5.1 Billing, Payment and Reconciliation to GBP plant shall be as follows:

a) The payment due to GBP plants for power exchange(s) transactions shall be released on a daily basis as detailed in 5.2 below.
b) Based on previous day's Station Ex-Bus Schedule Generation (MWh) & corresponding Station Ex-Bus Actual Generation (MWh) block wise communicated by GBP Plant corresponding to contracted capacity and Schedule Energy (MWh) sold in power exchange by Nodal Agency, the payment to GBP Plants shall be made towards Day's scheduled Generation in the Power exchange on Provisional Basis as per clause 5.2.
c) The Seller shall raise monthly invoice(s) on NVVN including the extension period if any duly accounting and adjusting the applicable LDs, Penalties, under the contract. It is further clarified

that final settlement of payment towards power supply to NVVN under this contract will be after the conclusion of contract based on Energy Account(s) and Deviation Settlement Account(s) issued by concerned RPC(s)/ RLDCs/ SLDCs. The reconciliation based on energy account issued by concerned RPC/RLDC/SLDC shall be final.

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

(i) Amount payable on account of FC for a day: X (in Rs.)

X (in Rs.) = FC (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period)

(ii) Amount payable on account of T&OC for a day: Y (in Rs.)

Y (in Rs.) = T&OC (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange in the relevant period)

(iii) Amount payable on account of VC for a day: Z (in Rs.)

Z (in Rs.) = VC (Rs. /kWh) * (Energy Schedule (in kWh) in the Power Exchange for a Day)

(iv) **Start- Up Cost** of the Contracted Capacity or part thereof (if applicable) (SC in Rs.) = 0.5 X (VC + gas transportation charge + taxes (GST on regassification and transportation, local VAT) + marketing margin + regasification charges) corresponding to the capacity.

For Example, 100 MW is the contracted capacity (or NVVN has advised GBP plant to start 100 MW capacity in a particular day) then Startup cost for the day of startup shall be calculated as below:

SC (In Rs) = 0.5 * (5.65% of 24000) *100* {VC + gas transportation charge + taxes (GST on regassification and transportation, local VAT) + marketing margin + regasification charges}

(v) Applicable Power Exchange sale related Charges payable by Seller for a day (PX) in Rs.: As per daily Power Exchange Obligation Report.

(vi) NVVN trading margin (TM) in Rs. = INR 0.06 (plus GST) X Energy Schedule (kWh) for the day

(vii) Liquidated Damage on account of less availability for a day:

LD in Rs. =ENSD*0.1*(**FC + VC + T&OC**) *1000

Where FC, VC and T&OC are in Rs/kWh. ENSD in MWh

Provided that no LD shall be applicable for first 30 Blocks in each week

ENSD as per clause 2.5 above.

A week shall be 7 days period starting from 1st day, 8th day, 15th day and so on, of the high demand period as mentioned in the bid documents.

Net Amount Payable (in Rs) to GBP Plant for a day (N)= X+Y+Z +SC-PX-LD- TM

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

In case generating Unit(s) of the bidder(s) continue to operate from the previous day i.e. no unit start-up is required during the day, no corresponding start-up cost for that day shall be payable to the bidder.

Net Amount Payable (in Rs) to GBP Plant without start-up (N) = X+Y+Z -PX-LD- TM

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

As per clause 5.1(c) the seller shall raise bill duly accounting for all LDs, penalty as per published account of RLDC/SLDC/REA at the end of the month.

5.3 For power scheduled through TRAS the payment to the Generators shall be as per CERC regulations/guidelines. In case generating Unit(s) of the bidder(s) continue to operate from the previous day i.e. no unit start-up is required during the day, and energy is scheduled under TRAS, then corresponding start-up cost for the day shall be recovered from energy charges payable to bidder as per the weekly TRAS statement under TRAS scheduling. Nodal Agency will submit to NLDC on monthly basis such recoverable start-up cost for the previous day in case of scheduling under TRAS.
In case scheduling through TRAS, NVVN shall bill trading margin through separate invoice on issuance of weekly TRAS statement, same shall be payable by generator(s) within 12 days from the date of invoice.

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

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

5.5 SURCHARGE FOR LATE PAYMENT:

Late payment surcharge shall be payable to the Seller at the rate of 15% per annum for amount received from power exchange to NVVN and any delay in payment beyond the due date by NVVN. Payment period for Sale in other market segments such as TRAS and others shall be as per applicable regulations.

6.0 Contract Performance Guarantee (CPG):

1) The Successful Bidder(s) will furnish CPG for an amount calculated at Rs. 2,00,000 (Rupees Two Lakh only) per MW within 7 days from the date of letter of award by NVVN or prior to start of schedule, whichever is earlier.

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

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

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

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

6) On successful completion of the Contract and submission of requisite certification by Seller, the CPG without interest shall be released by NVVN, within 30 days from the end of Contract Period.

7.0 Force Majeure

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

i. Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side, subject to documentary evidence.

ii. Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

iii. Non-availability of gas to Gas based power plants due to constraints in gas supply infrastructure.

    Provided that confirmation regarding existence of such constraint is certified by the Gas Transporter.

However, the schedule which is not able to be fulfilled due to above gas supply constraint shall be deemed to be fulfilled with regard to Minimum Guaranteed Offtake (MGO) obligation of NVVN. Any consequent DSM liability due to such constraint will be to the account of Gas based generator.

8.0 Change In Law

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

9.0 Communication

All parties shall rely on written communication only.

NVVN reserves the right to ask for the additional information from the Seller through letter/ e- mail / fax only. The e-mail ids: nvvnbd@ntpc.co.in; nvvniex@ntpc.co.in; nvvniex@gmail.com; cr.nvvn@ntpc.co.in.

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

For Scheduling & Operational Matters: -

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

For Billing & Commercial Matters: -

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

Address of the Seller:

For Scheduling & Operational Matters:-

Kind Attention :
Address :Telephone No :
Email :

For Billing & Commercial Matters:-

Kind Attention :
Address :
Telephone No :
Email :

10. Disclaimer

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

11. Dispute Resolution

1) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably.

2) The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

3) If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be referred for resolution under the conciliation Committee of Independent Experts (CCIE) constituted by the central Government.
All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

IN WITNESS whereof the duly authorized representatives of the Parties have signed on the day and year first hereinbefore written.

For & on behalf of **NTPC Vidyut Vyapar Nigam Limited**	**For & on behalf of Seller**
(Signature with seal)	(Signature with seal)
WITNESSES	WITNESSES
1. ……………………….	1 ………………
2. ……………………….	2.………………