

Invitation for e-Tender for Procurement of power from Gas Based Power plants by NTPC Vidyut Vyapar Nigam Limited (Nodal Agency) for upcoming high demand period

Request for Supply (RfS)

INTRODUCTION AND BACKGROUND

NTPC VIDYUT VYAPAR NIGAM LIMITED (hereinafter referred to as “NVVN”), a wholly Owned Subsidiary of NTPC Limited (Govt of India Enterprises), has been nominated as a Nodal Agency to facilitate supply of 1800 MW power from Gas Based Power (GBP) plants during upcoming high demand period (16th Mar 25 – 15th Oct 25).

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

Supply of power from selected GBP plants shall commence not less than 30 days from the date of issue of Letter of Award (LoA). To give effect to such supply, the selected GBP plant shall offer the capacity to the nodal agency (i.e., NVVN), which in turn shall offer it on to High Price Day Ahead Market (HP- DAM)/ High Price Term Ahead Market (HP-TAM) or other segment of any of the power exchange(s) or bilateral or through TRAS-Shortfall. Since the price will be discovered through competitive bidding and capacity mandated through Govt. of India, this power can also be scheduled through TRAS by NLDC in case of shortfall.

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

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

(“Procurement of power from Gas Based Power Plants on competitive bidding basis during upcoming high demand period”)

Tender Specification No. NVVN\C&M\GBP\04\2024-25

Indicative timeline

Sr.	Event	Details
1	Publication of RfS	10-02-2025
2	Last date and time for receiving queries on Bidding Document	17-02-2025
3	Pre-Bid Meeting	17-02-2025
4	Response to queries of potential bidders latest by	18-02-2025
5	Last date and time of submission of application and bid (Bid Due Date)	24-02-2025
6	Opening of Application to the extent of only qualification requirement	25-02-2025
7	Intimation to shortlisted and qualified Bidders	26-02-2025
8	Opening of Price Bids of qualified bidders	27-02-2025
9	eRA and completion of bid evaluation process	28-02-2025
10	Letter of Award (LoA) (to Selected Bidder(s))	03-03-2025
11	Validity of Bids	30 days of Bid Due Date or as may be mutually extended
12	Signing of Agreement (between successful bidders and Nodal Agency based on allocated capacity)	Within 07 days from date of LoA
13	Bids to be submitted through	Bharat ETS Portal
14	Office inviting bids & Place of submission of EMD	NTPC Vidyut Vyapar Nigam Limited, 5 th Floor, Engineering Office Complex, A-8A, Sector -24, Noida -201301 (U.P.)

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

1.0 QUALIFICATION CRITERIA

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

- 1.1 The Bidder should be a company, which shall be verified by Certificate of Incorporation as per clause 2.8 below.
- 1.2 The Bidder should be the owner of the Gas Based Power Station from where electricity shall be supplied as per clause 2.6 below.
- 1.3 If the capacity being offered is tied up in PPA, Bidder will inform the PPA beneficiaries for bidding of the power during the upcoming high demand period. The Bidder shall also declare that no fixed charges shall be billed to PPA beneficiaries for the total contracted quantum for the contract period. Documents in support of the same shall be submitted as per Clause 2.4 below.
- 1.4 Bidders with untied capacity during identified high demand period shall submit documents in support of the same as per Clause 2.5 below.
- 1.5 The bidder shall submit bid for quantum of power during identified high demand period not exceeding the sum total of untied capacity and the capacity as informed to the PPA beneficiaries.
- 1.6 The Power Station shall be required to meet the technical minimum capacity of not more than 50% and ramp rate of at least 1%. The Bidder shall submit an affidavit for the same as per clause 2.6 below.
- 1.7 Gas based power plants connected to gas pipeline/grid are only eligible. Documents in support of the same shall be submitted as per Clause 2.6 below.
- 1.8 The GBP 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 (IEGC). The grid connected entity (inter-state and intra-state) shall provide real time telemetry of the parameters as may be specified by the appropriate Load Despatch Center (LDC) (RLDC/SLDC). Documents in support for the same shall be submitted as per Clause 2.7 below.

2.0 DOCUMENTS REQUIRED FOR BID SUBMISSION

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

2.8 Certificate of Incorporation

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

3.0 Contract Period, Quantum of Power (MW) and General conditions of the Scheme:

Period	Total Required Quantum (MW)
16th Mar 25 – 15 th Oct 25	1800

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

General conditions of the Scheme:

- (i)** Based on the current demand forecast and resource availability, the Grid India has assessed the requirement of operation of 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)** For 1800 MW of contracted capacity, Minimum Guaranteed Off-take (MGO) shall be 2997 MU for the crunch period (27 MU per day for 1800 MW, Considering 50% loading for 18 hrs and 100% for 6 hrs in a day). If lesser quantity is contracted, the MGO will reduce proportionately. However, on the day of start-up, daily generation taking into account ramp up will be 25.16 MU per day.
- (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.

4.0 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)

4.1 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.

4.2 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:

SI. 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		

Bidder shall submit certification by Statutory Auditors at the time of bid submission for the justification for components (for each component as mentioned above) of Tax and other cost. These documents shall be verified after e-RA (Reverse Auction) and before signing of PPA. Any false/incorrect information shall be dealt with as per clause 11.10 and 12.5 of this RfS.

- 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 on 16.01.2025)
- 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.

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

The seller shall be entitled to receive Variable charges towards energy scheduled in the Power Exchange through NRVN. 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 16th or next working day of previous month. Base value is taken as \$13.842/MMBtu for 16th January 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 on 16.01.2025)
- 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 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)

4.4 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) = $0.5 * (VC + \text{gas transportation charge} + \text{taxes (GST on regassification and transportation, local VAT)} + \text{marketing margin} + \text{regasification charges})$

For Example, 100 MW is the contracted capacity (or NRVN 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:

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

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

4.5 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

$$= 0 \text{ if } S \leq G$$

Energy not scheduled for the day due to non-availability ENSD= \sum 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:

$$\text{LD in Rs.} = \text{ENSD} * 0.1 * (\text{FC} + \text{VC} + \text{T\&OC}) * 1000$$

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

4.6 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.

4.7 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.

4.8 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).

5.0 DISPATCH & SETTLEMENT

5.1 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.

5.2 Metering:

- a) For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the bidder shall follow the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.
- b) The bidder shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at its periphery.

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

5.3 Gas Procurement for GBP plant

The Bidder shall arrange for the gas based on generation profile in accordance with the clause 3 (VII) (d).

5.4 Energy Accounting

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

6.0 Settlement for sale of energy in Power Exchange

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

7.0 Billing, Payment and Reconciliation:

7.1 Billing, Payment and Reconciliation to 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 7.2 below.
- b) Based on previous day's Station Ex-Bus Schedule Generation (MWh) & corresponding Station Ex-Bus Actual Generation (MWh) block wise communicated by 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 7.2.
- c) The Seller shall raise monthly invoice(s) on NVVN including the extension period if any duly accounting and adjusting the applicable LDs, Penalties, under the contract. It is further clarified that final settlement of payment towards power supply to NVVN under this contract will be after the conclusion of contract based on Energy Account(s) and Deviation Settlement Account(s) issued by concerned RPC(s)/ RLDCs/ SLDCs. The reconciliation based on energy account issued by concerned RPC/RLDC/SLDC shall be final.

7.2 Amount due to Seller shall be remitted provisionally based on scheduled generation in the power exchange within 1 (one) business day (Due Date) from date of receipt of the

payment from Power exchange (excluding the date of receipt) to NVVN as elaborated below.:

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

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

7.3 For power scheduled through TRAS 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 (13th day from the date of invoice).

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

7.5 SURCHARGE FOR LATE PAYMENT:

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

8.0 BIDDING PROCESS

8.1 NVVN has adopted a Single-stage Two Envelope bidding process followed by Reverse Auction (collectively referred to as the "Bidding Process") for selection of the bidders for award of the Project. The first envelope (the "Techno Commercial Bid") of the process involves Technical Document of interested parties (the "Bidder") who submit Application and

Bids in accordance with the provisions of this Bidding Document. Second Envelope is of Financial Bids Quoted by the bidder ("Price Bid"). It shall be followed by e-Reverse Auction (e-RA)

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

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

8.4 The bidders shall be required to submit separate technical and price bids. Price bid shall include offer of total capacity, Fixed Cost (FC in Rs. /kWh) and T&OC in Rs. /kWh. It shall also specify the minimum capacity that the bidder is willing to accept in case bid evaluation leads to allocation of capacity lower than that offered by the bidder.

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

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

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

8.8 Financial bids of only technically qualified bidders shall be opened. In the Financial Bid, Bidder to quote Fixed Cost (FC in Rs. /kWh) and T&OC in Rs. /kWh and Quantum (MW).

9.0 Bidding Fees:

9.1 Bidding fees: Prior to submission of the Application, the Bidder shall pay to the NVVN a sum of Rs 8000/MW plus 18% GST for the total quoted quantum subject to RfS Clause 19.3, as the cost of the Bidding Process. After completion of the bidding process, i.e. issuance of Letter of Award to Successful Bidder, only Successful Bidder(s) will have to pay the equivalent charges (as success fees) for the quantum allocated to each Successful Bidder. The balance amount shall be refunded by the NVVN within seven (7) working days of completion of the bidding process without any interest and shall not be considered for adjustment against Bid Security. The fees deposited by non-Selected Bidders(s) shall also be refunded by the NVVN within seven (7) working days of completion of the bidding process i.e. issuance of Letter of Award to Successful Bidder without any interest.

Bidding Fees may be submitted through NEFT/RTGS transfer in the account of NTPC

Vidyut Vyapar Nigam Limited as per details given below:

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

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

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

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

9.2 e-Bidding Fee: In order to participate in this Tender, each Bidder would have to deposit towards 'Application Charges for Bidders' an amount equal to Rs 200/MW (Excluding GST) with the Service Provider of Bharat-Electronic Tender Portal [ETS], i.e. ISN Electronic Tender Services Pvt Ltd (ISN-ETS), as per instructions given on ETS. In ETS, this amount is referred to as 'ETS Bidding-Deposit Conditionally Refundable (ETS BD-CR)' and is calculated @ Rs. 200/- per MW plus GST for the Capacity for which the bidder is submitting the bid, subject to RfS Clause 19.3.

The amount can be paid online through the following methods:

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

Beneficiary Name: ISN Electronic Tender Services Pvt. Ltd.

A/C No.: 661405601452

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

IFSC Code: ICIC0006614

Account Type: Current Account

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

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

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

Case -1 (Unsuccessful Bidder): In case the bidder does not win any capacity, the full BD -CR amount shall be refunded and therefore no invoice will be given and will not be subject to TDS. Case -2 (Successful Bidder): In case the bidder wins a particular capacity, an invoice shall be generated @ 200/MW plus GST. The applicable TDS will be calculated on the invoice amount and ETS portal Service Provider shall then deposit this TDS amount on behalf of the bidder and share a copy of the deposit challan. Subsequently, the remaining BD -CR balance shall be refunded, if any. Note: The bidder must email a copy of the transaction summary and TAN Number to support@isn-ets.com with the "Subject: 'Bidders Name' - Payment for NVVN Ltd Tender ETSBDCR"

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

10.0 Bid Validity Period

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

11.0 Bid Security

11.1 In terms of the RfS, a Bidder will be required to deposit, along with its Bid, a bid security of **Rs 36,000 (Rupees Thirty-Six Thousand only)** per MW of capacity offered by the Bidder (the "**Bid Security**").

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

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

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

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

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

11.6 In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the

Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to below:

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

a) The scanned copy of the BG.

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

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

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001

(iv) IFSC Code: ICIC0000007

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

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

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

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

7037: NVVNBG8910 (unique identifier)

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

In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NVVN at the address mentioned, not later than 3 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

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

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

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

11.10 The EMD shall be forfeited & contract shall be cancelled (if applicable):

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

12.0 Contract Performance Guarantee (CPG)

12.1 The Successful Bidder(s) will furnish CPG for an amount calculated at **Rs. 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.

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

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

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

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

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

13.0 Clarifications

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

its responses on the Portal.

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

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

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

14.0 Amendment of RfS

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

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

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

15.0 Bid Submission

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

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

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

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

1. Bid Processing Fee as per **Clause 9.1**
2. Earnest Money Deposit/Bid Security as per **Clause 11.0 (Annexure I)**
3. Power of Attorney for signing and submission of bid.
4. If the capacity being offered is tied up in PPA, Bidder will inform the PPA beneficiaries for bidding of the power during the high demand period and shall not bill fixed charges for the contracted power during this contract period under this scheme **(Annexure II)** OR
Affidavit by bidder that they have untied capacity during identified high demand period and shall submit bid for quantum not exceeding the untied capacity for bidding of the power during identified high demand period. **(Annexure IIA)**
5. Declaration regarding enablement of ABT compliant metering and telemetering. **(Annexure-IV)**
6. Affidavit by bidder that plant is connected to gas pipeline/grid and bidder will ensure a Technical Minimum and Ramp rate as per applicable provisions of IEGC 2010 and it's subsequent amendments thereof. **(Annexure III)**
7. Certificate of Incorporation
8. No Deviation Certificate as per **Annexure V.**
9. PAN & GST Details as per **Annexure VI.**
10. EFT Form as per **Annexure VII**

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

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

16.0 Bid Due Date

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

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

17.0 Late Bid

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

18.0 OPENING AND EVALUATION OF BID

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

18.2 Technical proposals for those bidders whose original copies of EMD have been received, and who have deposited the Bid Processing Fees, will only be opened. Proposals

corresponding to which original copy of DD /BG towards EMD & proof of submission of Bid Processing Fee has not been received, will not be opened and will stand rejected.

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

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

18.5 After opening of Price Bids, the system will rank the Bidders according to their price bids. The price bids of initial offer shall be ranked on the basis of ascending order for conducting the eRA. The lowest price bid shall be the reference price for eRA. While conducting the e-RA, the H1 bidder shall be eliminated , if such elimination does not lead to availability of power below 1800 MW.

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

19.0 E - REVERSE AUCTION (e-RA)

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

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

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

19.2 During the Reverse Auction the Bidders will have the option of reducing the FC quoted by them in decrements of Rs 0.01 or multiples thereof and to change the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing L1 price (FC + T&OC) would be visible to all the Bidders.

T&OC would be fixed as quoted in the price bid and cannot be changed during the auction.

19.3 The Bidders will have the option to change the quantum of power between quoted quantum and corresponding to the value of minimum of EMD, bid processing fee or e-bidding fee submitted along with price bids, but only decrease the offer price (FC) during the e- Reverse Auction process.

20.0 ISSUANCE OF LETTER OF AWARD (LoA)

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

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

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

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

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

21.0 CONTRACT AWARD AND CONCLUSION

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

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

22.0 RIGHT TO ACCEPT / REJECT THE BID

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

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

22.3 NVVN reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

23.0 FORCE MAJEURE

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

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

24.0 CHANGE IN LAW

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

25.0 INDEMNITY

Nodal Agency and its representatives shall not be liable for any Compensation or Penalty under any circumstances under this Agreement. Moreover the nodal agency is indemnified at all times and the seller shall undertake to indemnify, defend and save the Nodal Agency harmless from any and all damages, losses, claims and actions, including those relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the bidding process and supply of power and its

consequences

26.0 COMMUNICATION

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

27.0 GOVERNING LAW

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

28.0 DISCLAIMER

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

29.0 FRAUD PREVENTION POLICY

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

30.0 DISPUTE RESOLUTION

- 30.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
- 30.2 The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 30.3 If in spite of their best efforts, the parties fail to resolve the dispute, the same shall be

referred for resolution under the conciliation Committee of Independent Experts (CCIE) constituted by the central Government.

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

31.0 VENDOR CODE CREATION

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

**ANNEXURE I
BID SECURITY**

To

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

Dear Sirs,

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

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

NOTE: -

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

Annexure-II

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

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

We,, owner of gas-based power plant is bidding for the RfS reference number NVVN\C&M\GBP\04\2023-24, we have informed to our beneficiary for participating in this bid.

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

For Bidder:

Signature & Stamp:

Name:

Date:

Place:

Designation:

Annexure-IIA
Affidavit for the untied capacity

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

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

Signature & Stamp:

Name:

Date:

Place:

Designation:

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

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

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

A. I am the representative of and authorized to deal with Sale / Purchase of power on behalf of (hereinafter referred to as the '.....') and I am duly authorized to make this affidavit.

B. That I am dealing with the Sale of power on behalf of the applicant for signing and submission of bid documentpublished bydated ...in Bharat ETS Portal by

C. The applicant declares that the bidder is an owner of the Gas Based Power Station from where electricity shall be supplied.

D. The applicant further declares that the confirmed that the Gas based Power Plant from which the electricity shall be supplied is connected to gas pipeline/grid.

E. Bidder has confirmed following data as sought in this bid:

Ramp up/ down Rate (Minimum 1%)

It is further confirmed that the bidder will be able to supply of power under this contract upto the technical minimum level of 50% of the contracted quantum.

F. The applicant indemnifies the nodal agency (NVVN) against any consequence or liability, including the cost of litigation, which may arise on account of dispute involving and consequent to any liability arising out of participation and supply of power against the tender under this application.

G. I say that above affidavit is being given on the clear understanding that the same is for compliance to participation as qualifying requirement against tender no... issued under this RfS Documents.

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

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

ANNEXURE IV

(Declaration regarding enablement of ABT compliant metering and telemetering)

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

“The GBP 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 (IEGC). The grid connected entity (inter-state and intra-state) shall provide real time telemetry of the parameters as may be specified by the appropriate Load Dispatch Center (LDC) (RLDC/SLDC).”

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

**ANNEXURE V
NO DEVIATION CERTIFICATE**

BIDDER'S NAME AND ADDRESS:

TO:

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

DEAR SIR,

1.0 With reference to our Bid Proposal No. dated for **"Procurement of Electricity from Gas Based Power (GBP) Plant for March – October 2025"**, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s)/ Clarification(s) /Addend/Errata (if any) issued by the Nodal Agency prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

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

DATE:

PLACE:

(Signature).....

(Printed Name)

(Designation).....

(Common Seal).....

ANNEXURE VI

DETAILS OF PAN and GSTIN

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

Dear Sir,

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

(a) PAN number

Our PAN number is as under:

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

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

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
-------	--

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

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

To
NVVN Limited
EOC, NTPC
Sector -24, Noida

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

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

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

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

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

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

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

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

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

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

Yours faithfully

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

NOTE: -

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