

- b) The bid (MW) shall be submitted in DAM by NVVN in line with the day ahead assessment/ requirement provided by NLDC.
- c) The capacity not offered in the DAM can be sold by NVVN in the other power exchange market segments e.g. RTM etc..
- d) In case the Seller's unit has to go for Reserve Shutdown solely due to low schedule by NVVN/ NLDC, Start-up costs as specified in clause 4.3 shall apply.
- e) The scheduling and dispatch by seller shall be further in compliance with the provisions of IEGC 2010 and its subsequent amendments. The Seller shall comply with the required Ramp-Rate as per the provisions of IEGC Regulations (as amended).
- f) *NVVN will submit bid in the power exchange for capacity from 50% to 100% of the contracted capacity.*
- g) *NVVN shall share the daily obligation report and daily schedule daily with the Seller(s) on receipt of the same from the power exchange.*

6.0 Settlement for sale of energy in Power Exchange

- a) On the commencement of crunch period, the Nodal Agency will participate in DAM with the quantum of power as advised by NLDC sourced from the supplier in each time block as price taker i.e. with zero price.
- b) In any time block, the Nodal Agency shall be free to sell the power over and above the quantum sold in the DAM and other market segments on the exchange including market for ancillaries ("Other Sale") up to contracted capacity. Provided that, the Nodal Agency shall not carry out Other Sale at a price lower than applicable variable charge.
- c) DSM Charges shall be in the scope of Bidder.
- d) The reconciliation of accounts between seller and nodal agency would be carried out on weekly basis as per following illustration.

Illustration:

- (i) Applicable Fixed Charges for the Week: FC (in Rs.)
- (ii) Applicable variable charges for the week as per energy schedule by the NVVN in Power Exchange: VC (in Rs.)
- (iii) Applicable Start up cost, if any: SC (in Rs.)
- (iv) Applicable Power Exchange sale related Charges payable by Seller: (PX in Rs.)
- (v) NVVN Margin Payable by Seller: (TM in Rs.)
- (vi) Net Weekly amount payable to Seller (in Rs.): FC + VC + SC – PX – TM**

7.0 Billing and Payment:

7.1 Billing and Payment to Generator shall be on weekly basis. The Energy Bill for previous week shall be raised by the Seller on the end of the Week

- i. Applicable Fixed Charges (Rs.) against the Previous Week availability.
- ii. Applicable Variable charges (Rs.) for the Previous Week scheduled energy in power exchange by NRVN.
- iii. Start-Up Cost (Rs.) for start-ups from RSD, if such RSD was undertaken solely due to instructions received from NRVN/ NLDC. Generator to provide shutdown time, startup time along with shutdown code & startup code, as applicable.

Note: For billing, a week shall be 7 days period starting from 1st day, 8th day, 15th day and so on, of the crunch period as mentioned in the bid documents. However, the last week will be co-terminus with the last day of the crunch period and may contain less than 7 days and accordingly pro rata payment of fixed charge shall be done for last week.

7.2 Due date for payment by NRVN shall be 7 days from date of receipt of bill from Seller. If due date is a Business holiday, next working day shall be the due date for payment.

7.3 *The NRVN shall provide payment security to the Supplier through Weekly Revolving Letter of Credit (LC): of an amount equal to Net Weekly amount payable to the Seller commensurate to Schedule of 90%.*

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 DEEP 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 and fixed charges in Rs/MW/week. 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 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 During the Bidding Process, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.

8.8 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.

8.9 Financial bids of only technically qualified bidders shall be opened. In the Financial Bid, Bidder to quote Fixed Charge (in Rs/MW/week).

9.0 Bidding Fees:

9.1 Bid Processing Fee: Prior to submission of the Application, the Bidder shall pay to the NVVN a sum of Rs 8000/MW plus 18% GST as indicated above, 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 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.

Bid processing fee 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 above cost.

9.2 e-Bidding Fee: All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of ₹ 500 per MW for the total capacity sought by NVVN for that particular requisition for which the bidder is willing to bid, to PFC Consulting Limited (PFCCL). The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes. After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each bidder. The balance amount will be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest. The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of issuance of LOA without any interest.

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 90 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 30,000 (Rupees thirty thousand only) per MW of capacity offered by the Bidder (the "**Bid Security**"), refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance 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 180 (one hundred and eighty) 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 180 (one hundred

and eighty) 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 1500 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 concerned C&M department 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 NTPC / Employer's banker stating the date of sending.

c) An undertaking from the issuing Bank strictly as per format enclosed at Section VII-Forms & Procedures. SFMS / SWIFT message must be sent to the below mentioned NVVN's/Employer'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 Employer 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 10 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 DEEP 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:

- 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 within 7 days from the date of letter of award by NVVN for an amount calculated at **Rs. 2.0 lakhs** per MW.

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 the period of Contract with a claim period of 1 month after the expiry of contract period in the format as specified in **Annexure VII**.

12.4 In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.

12.5 The CPG provided by the Successful Bidder(s) shall be forfeited for **non- performing the contractual obligations or furnishing the false information**. 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

DEEP 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 DEEP 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 DEEP Portal.

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

13.3 NVVN shall endeavour 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 DEEP Portal. The Bidders are advised to check the DEEP 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.