


Name:		 <b>UPES</b> <small>UNIVERSITY WITH A PURPOSE</small>	
Enrolment No:			
<b>UNIVERSITY OF PETROLEUM &amp; ENERGY STUDIES</b> <b>End Semester Examination, December, 2019</b>			
<b>Course: Energy Contracting and Negotiations</b>		<b>Semester : IIIrd</b>	
<b>Program: MBA (ET)</b>		<b>Time : 03 Hours</b>	
<b>Code: OGET8002</b>		<b>Max. Marks : 100</b>	
<i>All questions shall be strictly answered in chronological order.</i>			
<b><u>SECTION A</u></b>			<b>[20 Marks]</b>
			<b><u>Marks</u></b>
			<b><u>CO</u></b>
<b>Q 1</b>	Which act governs the contracts signed under the Indian Law?	<b>2</b>	<b>CO1</b>
<b>Q 2</b>	In the event of a party to a Joint Operating Agreement being declared Insolvent, his participating interest can be: a) Divided amongst the other parties b) Auctioned amongst the existing parties c) Sold to a new party d) All of the above	<b>2</b>	<b>CO2</b>
<b>Q 3</b>	What is the importance of BATNA in a successful negotiation?	<b>2</b>	<b>CO1, CO2</b>
<b>Q 4</b>	A Successful Negotiation aims at a balanced situation for both the parties (True/false).	<b>2</b>	<b>CO1</b>
<b>Q 5</b>	An individual can be appointed as an Operator in a Joint Operating Agreement. (True/False) Support your answer with valid arguments	<b>2</b>	<b>CO2</b>
<b>Q 6</b>	According to the Model Fuel Supply Agreement, Monthly Scheduled Quantity (SQ) shall be _____ of the Quarterly Quantity (QQ) a) 1/2 b) 1/4 c) 1/3 d) 1/5	<b>2</b>	<b>CO2, CO3</b>
<b>Q 7</b>	Joint Operating Agreement and Production Sharing Contract are two names for the same agreement. Mention if the statement is true or false with valid reasons.	<b>2</b>	<b>CO1</b>
<b>Q 8</b>	A power distribution company entered into a power purchase agreement with a power generator for 25 years. The tariff was agreed to be one part tariff fixed at Rs. 3.50 per kWh. Was the arrangement correct? If not, what could have been the correct arrangement?	<b>2</b>	<b>CO1</b>
<b>Q 9</b>	Expand the following abbreviations and in a single line highlight their importance w.r.t the context they are used in: ZOPA RPC	<b>2</b>	<b>CO1</b>

<b>Q 10</b>	List the various types of Power Purchase Agreements that can be legally executed.	<b>2</b>	<b>CO1</b>
<b><u>SECTION B</u></b>		<b>[20 marks]</b>	
<b>Q 11</b>	In accordance with the Indian Contract Act, keeping the essentials of a valid contract as the basis, differentiate between an Agreement and a Contract.	<b>5</b>	<b>CO3, CO4</b>
<b>Q 12</b>	Dispute resolution can be a relatively simple task for the parties involved provided the necessary steps are followed. In light of the above statement, explain the steps followed in a situation of dispute amongst the parties to a contract.	<b>5</b>	<b>CO2, CO3</b>
<b>Q 13</b>	Explain the importance of the following clauses in a standard Fuel Supply Agreement a) First Delivery Date b) Financial Guarantee against Risk c) Compensation for Short Delivery/Lifting d) Quality of Coal e) Price of Coal	<b>5</b>	<b>CO3</b>
<b>Q 14</b>	Differentiate between Hard and Soft Negotiations.	<b>5</b>	<b>CO3, CO4</b>
<b><u>SECTION C</u></b>		<b>[30 Marks]</b>	
<b>Q 15</b>	Execution of a contract depends upon the negotiations that have taken place between the parties. In view of this statement, discuss the importance of negotiations while executing a contract	<b>15</b>	<b>CO4</b>
<b>Q 16</b>	Write a note on Negotiation with special mention to the various approaches to Negotiations.	<b>15</b>	<b>CO3, CO4</b>
<b><u>SECTION C</u></b>		<b>[30 Marks]</b>	
<b>Q 17</b>	M/s ABC Pvt. Limited owns and operates a Coal based Thermal Power Station and has entered into a Power Purchase Agreement with M/s XYZ Pvt. Limited, a Distribution Licensee.  In capacity of the General Manager (Technical and Contracts) of M/s XYZ Pvt. Limited, discuss the various clauses and arrangements that you would discuss with the supplier to make the PPA successful.	<b>30</b>	<b>CO4, CO5</b>