

INVITATION FOR BIDS

NTPC RENEWABLE ENERGY LIMITED
(A WHOLLY OWNED SUBSIDIARY OF NTPC LIMITED)

CONTRACTS SERVICES

INVITATION FOR BIDS (IFB) FOR

**SELECTION OF DEVELOPERS FOR ISTS CONNECTED ENERGY STORAGE SOLUTIONS OF
9000MWH WITH 1500MW (min) CAPACITY (Anywhere in India)
(International Competitive Bidding)**

IFB No.: NRE-CS-0000-BOO-2

Date: 19-04-2023

ETS Portal Tender Search Code: NTPCREL-2023-TN000010

Bidding Document No: NRE-CS-0000-SER-2

1.0 NTPC Renewable Energy Limited (NTPC REL) invites online bids from eligible bidders on Single Stage Two Envelope (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) for **Selection of Developers for ISTS Connected Energy Storage Solutions of 9000 MWh with 1500 MW (Min) Capacity (anywhere in India). The bidding process shall be followed by e-Reverse Auction.**

2.0 PROJECT SYNOPSIS
NTPC Renewable Energy Limited (hereinafter called NTPC REL) intends to avail Energy Storage facility to meet its RE RTC (Round the Clock)/Peak Power Requirements complementing with Wind/solar generation profile under Service Model from ISTS connected energy storage solutions with capacity of **9000 MWh with 1500 MW (min) capacity** at any location in India, through Global Competitive Bidding Process (conducted online followed by reverse auction). After conclusion of bidding process NTPC REL shall enter into energy storage service agreement on annual fixed charge basis with the selected Bidders for a period of 25 years based on the terms, conditions and provisions of the RfS.

The project shall be set up by the developer on Build Own Operate (BOO) basis.

The power generated by any of the **RE projects of NTPC REL shall be used for the charging of the ESS project** and NTPC REL shall utilize above energy storage facility, on a "On-Demand" basis, suited to its requirements during the peak and off-peak hours to meets its RE-RTC and/or Peak Power Requirements power requirement.

The project size will be of minimum 600 MWhr with 100 MW(min) capacity. Bidders can quote capacities in the following manner:

1. 600 MWh with 100 MW (min) capacity.
2. 1200 MWh with 200 MW (min) capacity.
3. 1800 MWh with 300 MW (min) capacity.
4. 2400 MWh with 400 MW (min) capacity.
5. 3000 MWh with 500 MW (min) capacity.
6. 3600 MWh with 600 MW (min) capacity.
7. 4200 MWh with 700 MW (min) capacity.
8. 4800 MWh with 800 MW (min) capacity
9. 5400 MWh with 900 MW (min) capacity
10. 6000 MWh with 1000 MW (min) capacity.

**SELECTION OF DEVELOPERS FOR ISTS CONNECTED ENERGY
STORAGE SOLUTIONS OF 9000 MWH WITH 1500 MW (Min)
CAPACITY (Anywhere in India)
BIDDING DOCUMENT NO. NRE-CS-0000-BOO-2**

**SECTION-I
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11. 6600 MWh with 1100 MW (min) capacity.
12. 7200 MWh with 1200 MW (min) capacity.
13. 7800 MWh with 1300 MW (min) capacity.
14. 8400 MWh with 1400 MW (min) capacity.
15. 9000 MWh with 1500 MW (min) capacity.

Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will however be considered in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme.

- 3.0** Detailed Terms and Conditions are given in the Request for Selection (RFS) documents No. RE-CS-0000-BOO-2, which are available for examination and downloading at e-tender portal (as specified in this notice) and as per the following schedule:

| | | |
|--|-------------------------------|----------------|
| ETS Portal Tender Search Code (TSC) | NTPCREL-2023-TN000010 | |
| IFB No. | NRE-CS-0000-BOO-2 | |
| IFB Date | 19.04.2023 | |
| Period of Downloading of RFS Documents | From 27.04.2023 to 25.05.2023 | |
| Pre-Bid Conference and Last Date for receipt of queries from prospective Bidders | 28.05.2023 | |
| Last Date and Time for receipt of bids comprising both Techno-Commercial Bid and Price Bid | 16.06.2023 | 15:00:00 (IST) |
| Date & Time of opening of Techno-Commercial Bid | 16.06.2023 | 15:30:00 (IST) |
| Date and Time of Start of Reverse Auction | Shall be intimated separately | |
| Cost of Bidding Documents in INR | NIL | |

No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/ Pre-Bid Conference as specified above.

- 4.0** All bids must be accompanied by Earnest Money Deposit for an amount calculated at the rate of **INR 12,00,000 per MW** (Indian Rupees Twelve Lakh per MW) and in the form as stipulated in the RfS Documents

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED.

5.0 QUALIFYING REQUIREMENTS FOR BIDDERS

In addition to satisfactory fulfilment of the requirements stipulated under ITB (Instructions to Bidders) the following shall also apply.

- 6.0** NTPC REL reserves the right to reject any or all bids or cancel/ withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder/ intending bidder shall have any claim arising out of such action.

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7.0 The bidder shall be mandatorily required to submit a copy of “Non-Disclosure Agreement” duly signed by the authorized signatory as per the format enclosed (as Annexure – I) alongwith this IFB to enable the Employer to authorize the Bidder for procurement of the Bidding Documents. In case of any non-compliance in submission of Non-Disclosure Agreement, authorization shall not be provided to the bidders for procurement of bidding documents even after the payment of bidding document.

8.0 After registration with ETS and submission of Non Disclosure Agreement as above, a complete set of Bidding Documents may be downloaded by any interested Bidder from ETS Portal <https://www.bharat-electronictender.com> with Tender Search Code **NTPCREL-2023-TN000010**.

*Interested bidders are required to ensure that they have downloaded the official copy of bidding documents against Tender Search code- **NTPCREL-2023-TN000010** from website of ETS before closure of Bid Sale Period. If only free copy of Bidding Documents are downloaded from ETS portal or Bidding Documents are downloaded without confirmation or without generating official copy serial number, then the bidders will not be able to submit the bids.*

For technical assistance, interested parties may call ETS Helpdesk at 0124-4229071, 0124-4229072.

Note: No hard copy of RfS Documents shall be issued.

9.0 Issuance of RFS Documents to any Bidder shall not construe that such Bidder is considered to be qualified. The bids shall be submitted online. Bidder shall furnish Earnest Money Deposit, Integrity Pact, Pass Phrase and Board Resolution separately offline as detailed in RfS Documents before the stipulated bid submission closing date and time at the address given below.

10.0 Transfer of RFS Documents purchased by one intending Bidder to another is not permissible.

11.0 No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified above.

12.0 *Any ‘Bidder from a country which shares a land border with India’, as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.*

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

12.0 ADDRESS FOR COMMUNICATION

**Addl. General Manager/ Deputy General Manager
Strategic Procurements**

NTPC Renewable Energy Limited

4th Floor, NETRA Building

E-3, Ecotech-II, Udyog Vihar, Greater Noida

Gautam Budh Nagar, Uttar Pradesh, India, Pin – 201306

Telephone No. +91-120-2356640, +91-120-2356685, +91-9650995417

E-Mail: vinaygurudev@ntpc.co.in / abhishekbhattacharjee@ntpc.co.in

Corporate Identification Number: U40107DL2020GOI371032, Website: www.ntpcrel.co.in

BIDDING DOCUMENT NO. NRE-CS-0000-BOO-2

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT (“Agreement”) made on this [] day of 20.....
Between -----, a company incorporated under the Companies Act, 1956, and having
its Registered Office at ----- and Corporate Office at -----
-----hereinafter referred to as “Company” (which expression shall unless repugnant to the
context or meaning thereof mean and include its successors and permitted assigns), of the One Part;

And NTPC Renewable Energy Limited (NTPC REL), a company incorporated under the Companies
Act, 2013, and having its Registered Office at NTPC Bhawan, SCOPE Complex, Institutional Area,
Lodhi Road, New Delhi - 110003, India, hereinafter referred to as NTPC REL (which expression shall
unless repugnant to the context or meaning thereof include its successors and permitted assigns) of
the Other Part.

The Company and NTPC REL shall collectively be referred to as the “Parties” and individually as a
“Party”.

WHEREAS:

- A. NTPC REL envisages to invite packages/tenders for the package **“Selection of Developers for ISTS Connected Energy Storage Solutions of 9000 MWh with 1500 MW (Min) Capacity (anywhere in India)”** through which it intends to develop Renewable Energy Projects (Solar/Wind/Storage/Hybrid/other RE sources) won under Competitive Bidding Process and/or under Bilateral Arrangements through a competitive bidding process (“Evaluation”).
- B. As part of Evaluation, the bidder shall be issued complete set of bidding documents. Further, the bidder is also expected to examine and evaluate all instructions, forms, terms, conditions, specifications and other information as furnished as part of the bidding documents for the purpose of submission of techno-commercial bids and/or evaluation of its bids and/or award of the contract and/or performance of the contract and/or operation of the package.
- C. It is anticipated by the Parties that, in the course of Evaluation, either Party may disclose to the other Party certain Confidential Information (defined hereinafter) and the party disclosing such information shall be the Disclosing Party and that, the party receiving such information shall be the Receiving Party as the case may be.
- D. It is also anticipated by the Parties that, after the award of the contract and/or during the performance of the contract and/or during the operation of the package, a Party (“Disclosing Party”) may disclose to the other Party (“Receiving Party”) certain Confidential Information (defined hereinafter).
- E. Accordingly, the Parties are desirous of entering into this Non-Disclosure Agreement which sets out their mutual confidentiality obligations in respect of the Confidential Information disclosed to each other in the course of their discussions on the Evaluation.
- F. Each Party undertakes to comply with the terms and conditions as contained hereinafter which shall govern the exchange and handling of the non-disclosure and use of the Confidential Information.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions and Interpretations:

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- 1.1 “Affiliates” means, with respect to any Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power, alone or together with others, to direct or cause the direction of the Management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 “Confidential Information” has the meaning ascribed to it in Clause 2.1.
- 1.3 “Disclosing Party” has the meaning ascribed to it in Recital C.
- 1.4 “Government” or “Governmental Instrumentality” shall mean any ministry, department, political subdivision, instrumentality, agency, provincial or municipal council, authority, body or entity, corporation or commission under the control of the GOI and any other local or other authority, agency or statutory body exercising powers conferred by Laws;
- 1.5 “Laws” means all laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, guidelines, directions, directives, decision, decrees and orders of any Governmental Instrumentality having the force of law.
- 1.6 “Materials” means the part of any tangible media upon or within which any part of the Confidential Information is recorded or reproduced in any form and shall include any storage device which forms a part of computer hardware.
- 1.7 “Person” includes any natural person, firm, company, Governmental Authority, joint venture, association, partnership or other entity (whether or not having separate legal personality).
- 1.8 “Receiving Party” has the meaning ascribed to it in Recital C.
- 1.9 “Representatives” has the meaning ascribed to it in Clause 3 (a).
2. Confidential Information
 - 2.1 “Confidential Information” means information which is legally owned and possessed by the Disclosing Party and which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure, in whatever form or media, imparted or disclosed by the Disclosing Party to the Receiving Party, in writing or by any other medium upon the execution of this Agreement or during the course of the discussions on the Evaluation. Confidential Information includes information:
 - a) relating to the Disclosing Party’s business, corporate policies, strategies, operations, finances, employees, plans or opportunities and commercial information including

profitability information and charts and the identity of, or particulars about, the Disclosing Party, marked identified as confidential, restricted, secret or proprietary at the time of disclosure during the discussions on the Evaluation;
 - b) the fact that the discussions referred to herein are taking place, and all notes, extracts, compilations or Materials or media, which are copies of or derivative works of the Confidential Information.

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But does not include any information which:

- a) is now, or hereafter, through no willful act or failure by the Receiving Party, becomes, generally known or available to the public;
- b) is furnished to the Receiving Party on a non-confidential basis by a third party whom the Receiving Party reasonably believes that the Disclosing party had not obtained it under an obligation of confidentiality.;
- c) is an information which the Receiving Party can evidence as having been independently developed by it without violating this Agreement; or
- d) is legally known to the Receiving Party prior to the time of disclosure by the Disclosing Party.

2.2 Obligation of Confidentiality

The Receiving Party shall keep the Confidential Information strictly confidential and shall use it for the purposes of Evaluation and shall not disclose or divulge or provide any Confidential Information to a third party, in manner whatsoever, without the prior written consent of the Company. In case the Receiving Party is required to disclose any Confidential Information in terms of any Law, the Receiving Party shall endeavor to give the Disclosing Party reasonable notice as may be legally possible prior to such disclosure to obtain any applicable protective order or equivalent and provide such assistance, as may be required by the Disclosing Party for the purposes of safeguarding such Confidential Information and further comply with the same.

3. Undertakings and Covenants of the Parties:

Each Party hereby agrees, undertakes, confirms and covenants with the other that:

- a) it shall keep strictly confidential and not use, reveal, provide or transfer to any Person, directly or indirectly, the Confidential Information or any part thereof, except to such of its employees, directors, co-investors, debt financing sources, attorneys, accountants, consultants or representatives (collectively, "Representatives") strictly on a "need-to-know" basis for the purpose of Evaluation, and the Receiving Party shall at all times remain fully responsible for such Representatives' compliance under this Agreement;
- b) it shall not keep, reproduce, use for any unauthorized purpose or part with possession of any documents or Material relating to the Confidential Information, save as required for the purposes of Evaluation, except with the prior written consent of the Disclosing Party;
- c) it shall apply, adopt and enforce appropriate procedures and policies with regard to and in respect of transmission, publication and disclosure of the Confidential Information, in order to preserve the confidentiality or propriety of such information;
- d) it shall exercise the same care in preventing unauthorised disclosure or use of the Confidential Information as it would take to protect and safeguard the confidentiality of its own information of a similar nature;
- e) it shall maintain proper records and enforce strict accountability of all Confidential Information received from the Disclosing Party and whenever required to transmit publish or disclose or otherwise provide such Confidential Information subject to, and as may be permitted under this Agreement, it shall do so with due diligence and shall convey to the recipient of such

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information that the same is subject to non disclosure obligations under this Agreement, so as to put the recipient on notice that the recipient shall be held accountable in respect of disclosure of such Confidential Information and that the recipient is expected to maintain confidentiality as if the recipient was a party to this Agreement and obtain such assurances, agreement and undertaking from the recipient that it shall return such information upon request by the Disclosing Party;

- f) it shall ensure that the Representatives are made aware of the terms and conditions of this Agreement including without limitation the confidentiality obligations of the Receiving Party under this Agreement and abide by it at all times.
- g) Any materials or documents that have been furnished by the Disclosing Party to the Receiving Party in connection with the relationship will be promptly returned by the Receiving Party, accompanied by all copies of such documentation or certification of destruction, within TEN days after the relationship has terminated or on the written request of the Company.

4. Term:

Unless otherwise agreed to, expressly in writing by the Parties, the obligations hereunder shall continue to be in full force and effect in accordance with the terms hereof and shall terminate on the expiry of earlier of (i) the Parties entering into legally binding documentation in relation to or pursuant to the Evaluation; and (ii) twelve months from the date of this Undertaking;

5. Rights and Remedies of the Disclosing Party:

- 5.1 On the expiry of the term of this Agreement or upon its termination for any reason whatsoever or immediately upon the Disclosing Party's request at any time during the term hereof, the Receiving Party shall forthwith return to the Disclosing Party all the Material which are capable of returning to the Disclosing Party, then in the possession of the Receiving Party which contain any such Confidential Information, and shall forth with take reasonable steps to expunge all Confidential Information (and any copy that may have been made) from any computer, word processor or other device containing the Confidential Information.
- 5.2 In the event of breach of any of the conditions stipulated by this Agreement, the Disclosing Party shall be at liberty to take necessary steps to prevent the Receiving Party from disclosing or using such Confidential Information except as authorized herein, including without limitation, terminate this Agreement by serving 30 (thirty) days prior notice, in writing.
- 5.3 The Receiving Party acknowledges and undertakes that unauthorised disclosure or use of the Confidential Information by it shall cause irreparable damage to the Disclosing Party in such a way that the Disclosing Party cannot be adequately compensated in damages in an action at law. Accordingly, if any dispute arises concerning the disclosure or use of any Confidential Information by the Receiving Party, the Disclosing Party may seek injunctive relief restraining the un-authorized disclosure or use of the Confidential Information by the Receiving Party or specific performance of this Agreement. The above remedy will be in addition to any other legal or equitable remedy otherwise available to the Disclosing Party.

6. Compliance with Law

Each Party acknowledges that some or all of the Confidential Information provided herein (in case Disclosing Party is a listed company) is or may be price-sensitive information and that the use of such information may be regulated or prohibited by Law and each Party undertakes not to use, directly or indirectly, any Confidential Information in contravention of any Law. On acquiring any Confidential Information, each Party shall comply with all Laws, and shall

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indemnify and hold the other Party harmless against any consequences arising from any violation by such Party or its Representatives of such Laws.

7. Entire Agreement:

The terms and conditions herein constitute the entire agreement and understanding of the Parties on the subject matter of this Agreement and shall cancel and supersede all communications, negotiations, arrangements and agreements, either oral or written, between the Parties hereto, with respect to the subject matter hereof.

8. Amendments:

No amendment to or modification of this Agreement shall be valid or enforceable unless reduced to writing and executed by the Parties hereto.

9. Waiver:

The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

10. Notice

10.1 Any notice, demand or other communication required or permitted to be given to either Party by, or made pursuant to, this Agreement shall be in writing and shall be personally delivered to such Party, sent by prepaid courier; or sent by facsimile transmission, charges prepaid, confirmed by prepaid courier to the following address:

To: _____

Attn: _____

Address: _____

Phone: _____

(Address as mentioned in Section – III (BID DATA SHEET) of the Bidding Documents)

10.2 Any Party may from time to time change its address upon serving at least 5 (five) business days prior written notice to the other Party given in accordance with the provisions hereof.

10.3 Any notice, demand or other communication delivered in accordance with Article (10.1) or (10.2) above if delivered during the normal business hours of the intended recipient, shall be deemed to have been received on the day of its delivery, otherwise on the next business day, and if sent by facsimile shall be deemed to have been received on the date of its transmission by facsimile provided that in the case of a facsimile the recipient's facsimile number appears on the senders transmission report (confirmation copy to be sent by prepaid courier).

11.0 Severability:

Any provision in this Agreement which is held to be illegal or unenforceable, in whole or in part, under any applicable enactment or rule of law, shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal

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or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with the applicable law.

12.0 Governing Law:

This Agreement shall be governed, construed and interpreted in accordance with the laws of India.

13. Dispute Resolution:

Courts at Delhi shall have exclusive jurisdiction over the disputes pertaining to this Agreement.

14. Counterparts:

This Agreement may be executed in 2 (two) counterparts, each of which when executed and delivered is an original and shall be retained by each Party and taken together shall constitute and evidence the same Agreement between the Parties.

IN WITNESS WHEREOF the parties hereto have signed these presents, in duplicate, the day and year first herein above mentioned.

SIGNED and DELIVERED

SIGNED and DELIVERED

by _____ (*Bidder Name*) _____
in the presence of

by NTPC Renewable Energy Ltd
in the presence of
