

NTPC RENEWABLE ENERGY LIMITED
(A Wholly Owned Subsidiary of NTPC Green Energy Limited)



(Contract Services)
4th Floor, NETRA Complex
Renewables Building, E-3, Ecotech-II,
Udyog Vihar, Greater Noida
Gautam Budh Nagar, Uttar Pradesh, India, PIN – 201306

SECTION – I

NOTICE INVITING TENDER (NIT), OR
INVITATION FOR BIDS (IFB)

SUPPLY AND MAINTENANCE OF 09 METER FUEL CELL
ELECTRIC BUSES FOR KANDLA, GUJARAT

Bidding Document No.: NRE-CS-H2-GUJARAT-003

GEM BID No : GEM/2025/B/6278501

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

SECTION-I

INVITATION FOR BIDS/NOTICE INVITING TENDER (IFB/NIT)

'Class-I and Class-II local suppliers' are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

1.0 NTPC Renewable Energy Limited (NTPC REL) invites online bids on **SINGLE STAGE TWO ENVELOPE BIDDING** basis from Eligible bidders for aforesaid Package as per the Scope of Work briefly mentioned herein after.

2.0 BRIEF SCOPE OF WORK

2.1	GeM BID NO	GEM/2025/B/6278501 DTD : 27.05.2025
2.2	Description of work	SUPPLY AND MAINTENANCE OF 09 METER FUEL CELL ELECTRIC BUSES FOR KANDLA, GUJARAT
2.3	Source of NIT	NTPC Renewable Energy Limited, Greater NOIDA
2.4	Purchase Classification	Supply
2.4 a	Location of supply	KANDLA PORT, GUJARAT
2.5	Last Date and Time for Bid Submission	All the critical dates are as per GeM Portal
2.6	Last Query Date	All the critical dates are as per GeM Portal
2.7	Technical Bid Opening Date & Time	All the critical dates are as per GeM Portal
2.8	Price Bid Opening Date & Time	Shall be auto intimated to qualified bidders after evaluation of Techno-Commercial Bid through GeM Portal
2.9	Tender Fee	Not Applicable
2.10	Bid Security/EMD	INR 100,00,000/- (Indian Rupees One Crore only). EMD exemption is applicable in the subject NIT for MSE Registered Bidders under UDYAM Only.
2.11	INTEGRITY PACT (To be submitted online only)	Applicable. For Format, refer "Section-VII Forms & Procedure" of the Bidding Document.
2.12	Evaluation	Overall Lumpsum Basis
2.13	MSE Benefits in Award & EMD	Applicable. Benefits under PPP 2012 for MSEs are applicable only for (a) Goods produced and (b) Services provided by MSEs. In this regard, OM dated 09.11.2016 and its subsequent amendment / clarifications issued by MSME from time to time regarding definition of Goods and Services may be referred. MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts. Micro and Small Enterprises (MSEs) having Latest Udyam Registration only for Goods

		<p>produced and Services rendered shall only be eligible for MSE benefits.</p> <p>In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.</p> <p>The benefits to the participating Service Providers under PPP 2012 shall be applicable irrespective of product (Goods / Services) categories for which bidder is registered as MSE.</p>
	<p>Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product / Service - in case of bunch bid with total value wise evaluation) and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. Therefore, for availing exemption Benefit in Award, Bidders are requested to submit only "LATEST UDYAM REGISTRATION CERTIFICATE". Other MSE related documents like "Udyog Aadhar Memorandum (UAM) or "NSIC certificate" etc. or any other certificate issued by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006 , for goods produced and services rendered will not be considered as a MSE exemption certificate.</p>	
2.14	Make in India Policy	<p>APPLICABLE (For details refer ITB) 'Class-I and Class-II local suppliers' are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p>
2.15	Preference to Local Suppliers	<p>Class-I and Class-II Local Suppliers are eligible to participate in this tender. Bids of Non-Local Suppliers, if received, shall be outrightly rejected.</p> <p>Purchase preference shall be given to 'Class-I local supplier'.</p>
21.6	Delivery Period	<p>The 1st bus should be supplied within five (05) months from the date of the Letter of Award (LOA) and the remaining bus should be delivered within the next two (02) months.</p>
2.17	Comprehensive Maintenance Service (CMS)	<p>Bidder will provide Comprehensive Maintenance Service (CMS) for a period of ten (10) years from COD (Commercial Operation Date) of FCEBs being supplied under the contract.</p>
2.18	Contract Performance Guarantee (CPG/PBG)	<p>Bidder has to submit the 'Contract Performance Security' amounting to 5% of the contract price for supply portion as awarded to Bidder. After completion of the supply of the buses i.e. prior commencement of commercial operation, the</p>

		bidder has to furnish the Contract Performance Security amounting to 5% of the contract price for CMS portion.
2.19	Splitting of quantity (MSE)	Not allowed.
2.20	<p>All bids must be accompanied by Bid Security for an amount of INR 100,00,000/- (Indian Rupees One Crore only).</p> <p>While submitting the bid for the subject work, please upload EMD BG online along with your offer. Hard copy of original EMD BG shall reach NTPC office at the address mentioned at para 5.0, prior to the last date & time of bid submission</p> <p>ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE. IN CASE, THE BID SECURITY IS SUBMITTED AS E-BG/EFT, BIDDER TO SUBMIT THE COPY OF E-BG/PROOF OF E-PAYMENT OF BID SECURITY EITHER IN SEPARATE SEALED ENVELOPE OR IN THE E-TENDERING PORTAL. FURTHER STAGE-II (PRICE BID) (IN CASE OF TWO STAGE BIDDING) NOT ACCOMPANIED BY REQUISITE BID SECURITY EXTENSION (IN CASE BID SECURITY IS SUBMITTED IN THE FORM OF BG/ INSURANCE SURETY BOND) IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE.</p>	
2.21	<p>First time users not allotted any vendor code are requested to approach NTPC REL at least ten working days prior to Document download close date and submit the Following:</p> <p>a) For Creation of Vendor Code:</p> <p>i) Request letter on company's letter head of the bidder</p> <p>ii) Copy of GST Registration, PAN No.</p> <p>iii) valid E-mail-ID</p> <p>iv) Address Proof</p> <p>v) Cancel Cheque & EFT Form (to be verified by bank)</p> <p>Note: Format of E.F.T(Electronic Fund Transfer) Form is attached along with tender document.</p>	
2.22	<p>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. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority. 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.</p>	
3.0	QUALIFYING REQUIREMENTS FOR BIDDERS: APPLICABLE	
	<p>In addition to the requirements stipulated under section Instructions to Bidder (ITB), the Bidder should also meet the qualifying requirements stipulated hereunder in clause 3.1 and clause 3.2 as below:</p>	
3.1	TECHNICAL CRITERIA:	
3.1.1	<p>Route 1:</p> <p>The Bidder should be a Hydrogen Fuel Cell Bus manufacturer/ supplier and have completed testing and certification requirement under Indian Central Motor Vehicle Rules 1989 (CMVR) from the notified testing agencies of at</p>	

	<p>least one (1) Hydrogen Fuel Cell Bus. The approval should have been done at least one (1) month prior to the date of techno-commercial bid opening.</p> <p style="text-align: center;">OR</p>
3.1.2	<p>Route 2:</p> <p>The Bidder should be a Hydrogen Fuel Cell Bus manufacturer's representative in India. The Hydrogen Fuel Cell Bus manufacturer should have manufactured a minimum of 01 No. Hydrogen Fuel Cell Bus and comply with the standards of the country of operation, anywhere in the world. The Hydrogen Fuel Cell Bus manufacturer should have done the aforesaid requirements at least one (1) month prior to the date of techno-commercial bid opening. The Bidder shall submit a Letter of Undertaking for support till the project defect liability period from aforesaid manufacturer, as per the format enclosed in the bidding documents.</p>
Notes for Technical Criteria::	
	(i) The bidder under Clause 3.1.1 shall submit documents like certificate of compliance under Indian Central Motor Vehicle Rules, issued by an authorized or an accredited testing and certifying agency in India, customer purchase orders, client certificates, etc. in support of meeting the requirements indicated.
	(ii) Representative under Clause 3.1.2 refers to Authorized Service Provider / Authorized Distributor/ Authorized Partner/ Authorized Entity / Authorized Representative / Authorized Agent of the Hydrogen Fuel Cell Bus Manufacturer. Documentary evidence establishing the aforesaid relation of the representative with the Hydrogen Fuel Cell bus manufacturer shall be submitted along with the bid.
	(iii) In Clause 3.1.2 the representative shall also submit documents from the Hydrogen Fuel Cell Bus manufacturer showing evidence like customer purchase orders, client certificates, etc. to establish that the Hydrogen Fuel Cell Bus manufacturer has manufactured a minimum of 01 Hydrogen bus. Besides, the certificate of compliance of the Hydrogen bus model issued by an authorized or an accredited testing and certifying agency of the country of operation will be required.
	(iv) Projects executed by Bidder's Holding Company shall also be considered as Bidder's experience meeting the QR. In such a case, bidder shall submit a letter of support from their Holding Company for successful performance of the contract valid up to the end of defect liability period of the contract, as per the format enclosed with the bidding documents.
	(v) In case the award for the reference works has been received by the Bidder either directly from the owner of the plant or any other intermediary organization, a certificate from such owner of the Hydrogen Fuel Cell Bus(es) or the intermediary organization shall be required to be furnished by the Bidder.
	(vi) All documents mentioned in Clause 3.1.2 and Notes (i), (ii), (iii), (iv) and (v) shall be submitted along with the Techno Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
	(vii) The Bidder should be registered in India under the Companies Act 2013 as on the date of the techno-commercial bid opening.
3.2	FINANCIAL CRITERIA
	Financial Criteria for the Bidder

3.2.1	<p>The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of techno-commercial bid opening, should not be less than ₹ 26 Crore (Indian Rupees Twenty-Six Crores only) or in equivalent foreign currency.</p> <p>In case the bidder does not satisfy the average annual turnover criteria stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the bidder would be required to furnish along with its bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.</p>
3.2.2	<p>The Net Worth of the Bidder should not be less than 100% of the Bidder's paid-up share capital as on the last day of the preceding financial year. In case the Bidder meets the requirement of Net Worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Company wherever applicable, the Net Worth of the Bidder and its Subsidiary(ies) and/or Holding Company, in a combined manner should not be less than 100% of their total paid-up share capital. However, individually, their Net Worth should not be less than 75% of their respective paid-up share capital.</p> <p>Net worth in combined manner shall be calculated as follows:</p> <p>Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100\%$ where X1, X2, X3 are individual Net Worth which should not be less than 75% of the respective paid-up share capitals and Y1, Y2, Y3 are individual paid-up share capitals.</p>
3.2.3	<p>In case the Bidder is not able to furnish its audited financial statements on a standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification:</p> <ul style="list-style-type: none"> a) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company. b) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Company. <p>In cases where audited results for the last preceding financial year as on the date of opening of the Techno-commercial bid are not available, certification of financial statements from a practising Chartered Accountant shall also be considered acceptable. In case, Bidder is not able to submit the Certificate from a practising Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practising Chartered Accountant certifying the financial parameters is not available.</p>
Notes for Financial Criteria:	
	(i) Net Worth means the sum total of the paid-up share capital and free reserves. Free reserves mean all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of assets, write back

	of depreciation provisions and amalgamation. Further, any debit balance of the Profit & Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves & Surplus.
	(ii) Other income shall not be considered for arriving at annual turnover.
	(iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act 2013.
	(iv) For annual Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-Commercial bid opening shall be used.
IMPORTANT GUIDELINES REGARDING TENDER :	
<p>1. 'Class-I and Class-II local suppliers' are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.</p> <p>2. 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.</p> <p>3. NTPC reserves the right to reject any or all bids or cancel / withdraw the Invitation for Bids/NIT without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.</p> <p>4. The bidding document is available online. A complete set of Bidding Documents may be downloaded by any interested Bidder from the GeM Portal (https://gem.gov.in). The Bidder would be required to register on the GeM Portal.</p> <p>5. All bids must be accompanied by Bid Security, Power of Attorney & Declaration regarding insolvency, bankruptcy and Liquidation. Bid Security and Power of Attorney shall be submitted in a sealed envelope separately in physical form by the stipulated bid submission closing date and time at the address given below.</p> <p>Any bid not accompanied by an acceptable bid security & power of attorney as mentioned above shall be rejected by the employer as being non-responsive and shall not be opened.</p> <p>Note: No hard copy of bidding documents shall be issued.</p> <p>1. Address for communication: Addl. General Manager (CS) / DGM (CS) Contracts Services NTPC Renewable Energy Limited 4th Floor, Renewables Building, NETRA Complex, E-3, Ecotech-II, Udyog Vihar, Greater Noida Gautam Budh Nagar, Uttar Pradesh, India, Pin – 201306 Telephone No. 0120-2356601, 9424140768 E-Mail: vishaljain@ntpc.co.in / ghazanfermunam@ntpc.co.in</p> <p>Websites: www.ntpctender.ntpc.co.in or www.ntpc.co.in</p>	

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 it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns), of the One Part;

And NTPC Renewable Energy Limited (Hereinafter shall be referred as 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" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns) of the Other Part.

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

WHEREAS:

A. NTPC envisages to invite packages/tenders for the package **"SUPPLY AND MAINTENANCE OF 09 METER FUEL CELL ELECTRIC BUSES FOR KANDLA, GUJARAT"** 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 a part of the bidding documents for the purpose 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, a Party ("Disclosing Party") may disclose to the other Party ("Receiving Party") certain Confidential Information (defined hereinafter).

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 operation of the package for the Evaluation, a Party ("Disclosing Party") may disclose to the other Party ("Receiving Party") certain Confidential Information (defined hereinafter).

E. 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:

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 B.

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 B.

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.

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 with 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 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 for 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-authorised 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 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: -----

To: NTPC Renewable Energy Limited

Address: Contracts Services
NTPC Renewable Energy Limited
4th Floor, Renewables Building, NETRA Complex
E-3, Ecotech-II, Udyog Vihar, Greater Noida
Gautam Buddha Nagar, Uttar Pradesh, India, Pin – 201306

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 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.

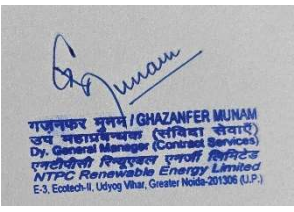
13. Dispute Resolution:

Jurisdiction court of Delhi shall have exclusive jurisdiction on 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.

<p>.....</p> <p>SIGNED and DELIVERED</p> <p>by the within named</p> <p>in the presence of</p> <p>_____</p>	<p>.....</p> <p> गज़नफ़र मुहम्मद / GHAZANFER MUHAM उप महाप्रबन्धक (सहायक सेवाएं) Dy. General Manager (General Services) एनटीपीसी / रिन्यूएबल एनर्जी लिमिटेड NTPC Renewable Energy Limited E-3, Ecotech-II, Udyog Vihar, Greater Noida-201306 (I.P.)</p> <p>SIGNED and DELIVERED</p> <p>by NTPC Renewable Energy Ltd</p> <p>in the presence of</p> <p>_____</p>
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