

INVITATION FOR BIDS



**NTPC GREEN ENERGY LIMITED
(A SUBSIDIARY OF NTPC LIMITED)**

CONTRACTS SERVICES

INVITATION FOR BIDS (IFB)

FOR

**EPC PACKAGE FOR DEVELOPMENT OF 80MW / 320 MWH BESS CAPACITY BY NGEL
AT KSEB SUBSTATIONS AT POTHENCODE AND SREEKANTAPURAM IN KERALA.**

(International Competitive Bidding)

IFB No: NGEL-CS-5833-004(BESS)-9

Date: 18.08.2025

ETS Portal Tender Search Code: NGEL-2025-TN000004

Bidding Document No: NGEL-CS-5833-004(BESS)-9

1.0 NTPC Green Energy Limited (NGEL) invites online bids from eligible bidders on Single Stage Two Envelope (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) for **EPC PACKAGE FOR DEVELOPMENT OF 80MW / 320 MWH BESS CAPACITY BY NGEL AT KSEB SUBSTATIONS AT POTHENCODE AND SREEKANTAPURAM IN KERALA.**

2.0 BRIEF SCOPE OF WORK

Design, Engineering, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation and Commissioning of grid connected 80 MW/320 MWh Battery Energy Storage System (**BESS**) on turnkey basis. Further the bidder has to obtain site-specific data from the owner in preparation for developing installation and implementation plans.

Detailed provisions in regard of scope of work and technical features/specification of equipment/ systems/ services, contained in the Bidding Document shall be final and binding.

Successful Bidder shall be responsible for providing all equipment, component, and services necessary to install a fully functional BESS.

2.1 Design, Engineering, Supply, Packaging and Forwarding, Transportation, Unloading, Storage, Construction, Erection, Testing, Commissioning of grid connected 80 MW /320 MWhr (Two Blocks of 40 MW 160 MWh each) Battery Energy Storage System (**BESS**) on turnkey basis. BESS capacity to be considered is the rated AC discharge capacity at Point of injection/Metering.

2.2 Project is divided into two blocks as follows:

Block-1: 40 MW / 160 MWhr at KSEB Pothencode

Block-2: 40 MW / 160 MWhr at KSEB Sreekantapuram.

2.3 Bidder has to bid for at least one block and can bid for both the blocks.

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- 2.4 Power Evacuation system including pooling switchgear, Power Transformer and Switchyard Bay works at KSEB Substation upto delivery point at KSEB Substation is also included in scope of bidder.
- 2.5 Grid compliance study, Reactive power compensations and power quality compliance for entire BESS system upto 110 KV grid interconnection point at KSEB switchyard shall be in scope of bidder.
- 2.6 BESS allowable yearly degradation, Minimum Round-Trip Efficiency (RTE), Availability requirements and other details will be mentioned in detailed specifications.
- 2.7 Designed life of BESS system including that of battery shall be of 12 years (considering daily single cycle operation) from the date of commissioning.
- 2.8 Comprehensive Operation and Maintenance (O&M) works of BESS system for 12 years from the date of commissioning shall be in scope of Bidder.
- 2.9 Project shall comprise of BESS containers with Battery Racks, Battery Management System (BMS), Energy Management System (EMS) and SCADA, Power Conversion System (PCS), Protection system, Power Transformers, Power Evacuation system, Communication System, HT & LT System, Auxiliary power system, Monitoring & Control system, Fire Fighting, remote control and monitoring, any other associated materials and services necessary for trouble free operation and maintenance of the BESS.
- 2.10 BMS and EMS of the BESS should comply with the latest IS or/and IEC or/and IEEE standards. Fire safety of the Battery and container should be in line with latest Indian or/and international standards.
- 2.11 BESS should be in line with latest guidelines of CEA, CERC and LDC.
- 2.12 Site-grading, clearing of vegetation.
- 2.13 Providing power supply and water supply for construction purposes.
- 2.14 Construction of control room, with all electrical fitting and furniture, security cabin etc.
- 2.15 All associated electrical and civil works required for interfacing with grid (i.e. transformer(s), bay works, switchgear, protection system, cables etc).
- 2.16 Metering philosophy should be as per project requirement and metering system will be in the scope of bidder.
- 2.17 Provide documentation for design and expected performance through design calculations, software, design drawings, equipment drawings, and modifications to the existing drawings.
- 2.18 Develop detailed start up and site acceptance plan.
- 2.19 Provide training for the operators, engineers, technicians and maintenance personnel.
- 2.20 Supply any special equipment and tools required for the operation and maintenance of the project.
- 2.21 Provide a warranty for the battery energy storage system (BESS) and its constituents equipment as per technical specification.
- 2.22 All other details will be provided in the IFB.

The detailed scope of work is as defined in the bidding document No.: **NGEL-CS-5833-004(BESS)-9**.

3.0 NGEL intends to finance the subject package through Own Resources/Borrowings.

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- 4.0** Detailed specification, Scope of work and Terms & Conditions are given in the bidding documents, 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)	NGEL-2025-TN000004	
IFB Date	18.08.2025*	
Period of Downloading of Bidding Documents	From 22.08.2025 to 05.09.2025 (up to 17:30 HRS (IST))	
Pre-Bid Conference and Last Date for receipt of queries from prospective Bidders	08.09.2025	
Last date and time for receipt of bids comprising both Techno-Commercial Bid and Price Bids bid	16.09.2025	15:00:00 (IST)
Date & Time of opening of Techno-Commercial Bid	16.09.2025	15:30:00 (IST)
Cost of Bidding Documents INR	INR (₹) 22,500/- (Indian Rupees Twenty-Two Thousand Five hundred only) for Indian Bidders OR USD (\$) 500/- (US Dollars Five Hundred only) for Foreign Bidders	

*Note: Bidders are advised to visit the ETS portal (<https://www.bharat-electrontender.com>) for updated bidding schedule of the Tender, if any.

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.

- 5.0** All bids must be accompanied by Bid Security for an amount as mentioned below in the form as stipulated in the Bidding Documents:

QUOTED BLOCK	EMD/Bid Security in INR (₹) (For Indian Bidders)	EMD/Bid Security in USD (\$) (For Foreign Bidders)
FOR ONE BLOCK i.e., Block-1: [40 MW / 160 MWhr at KSEB Pothencode] OR Block-2: [40 MW / 160 MWhr at KSEB Sreekantapuram]	Rs 2 Crore (Indian Rupees Two Crore Only)	USD (\$)2,26,500/- [United States Dollars Two Hundred Twenty-Six Thousand Five Hundred only]
FOR BOTH THE BLOCKS i.e., Block-1: [40 MW / 160 MWhr at KSEB Pothencode] AND Block-2: [40 MW / 160 MWhr at KSEB Sreekantapuram]	Rs 5 Crore (Indian Rupees Five Crore Only)	USD (\$)5,66,200/- [United States Dollars Five Hundred Sixty-Six Thousand Two Hundred only]

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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 THROUGH ELECTRONIC FUND TRANSFER (EFT), BIDDER TO SUBMIT THE PROOF OF E-PAYMENT OF BID SECURITY EITHER IN SEPARATE SEALED ENVELOPE OR IN THE E-TENDERING PORTAL.

(Bidders who are unable to send the Original Bank Guarantee in physical form at the tender opening location, may adopt procedure given in Bidding documents)

6.0 QUALIFYING REQUIREMENTS FOR BIDDERS:

In addition to the requirements stipulated under section Instruction to Bidder (ITB), the Bidder should meet the qualifying requirements of any one of the qualifying routes stipulated under clause 1.1 or 1.2 or 1.3 or 1.4.

1.0 TECHNICAL CRITERIA

1.1 The bidder should have manufactured and supplied Batteries of cumulative capacity of minimum 80.0 MWh for grid interactive battery energy storage system(s), out of which at least one supply order should be of minimum 20.0 MWh capacity. The reference grid interactive battery energy storage system, where minimum 20 MWh capacity has been supplied in a single order, must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.

OR

1.2 The bidder should have supplied, installed/ supervised installation and commissioned/ supervised commissioning of grid interactive battery energy storage system(s) of cumulative installed capacity of minimum 80.0 MWh, out of which at least one grid interactive battery energy storage system should be of minimum 20.0 MWh capacity. The reference grid interactive battery energy storage system of minimum 20.0 MWh capacity must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.

OR

1.3 The Bidder should have designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV)/Wind based grid connected power plant(s) of cumulative installed capacity of 40 MW_{AC} or higher, out of which at least one plant should have been of 10 MW_{AC} or higher capacity. The reference plant of 10 MW_{AC} or higher capacity must have been in successful operation for at least six (6) months prior to the date of techno commercial bid opening.

OR

1.4 The Indian Bidder should have technical collaboration agreement with a Battery Manufacturer meeting the requirements stipulated at Clause 1.1 above or should have a manufacturing license from a Battery manufacturer meeting the requirements stipulated at Clause 1.1 above or should be a joint venture company of a Battery Manufacturer meeting the requirements stipulated at Clause 1.1 above. In case of technical collaboration/license, bidder shall furnish along with the bid a copy of such license/collaboration agreement done with the battery manufacturer and such

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agreement should be ongoing and valid for a period of at least 12 years from the originally scheduled last date of techno commercial bid submission. In case the bidder is a joint venture company of a battery manufacturer meeting the requirements stipulated at clause 1.1, the bidder shall submit a copy of joint venture formation document along with their techno commercial bid. Bidder has to furnish an Undertaking jointly executed by the license provider/ technology collaborator/ JV partner qualified as per clause 1.1 and the Bidder along with its techno commercial bid for complete performance of the contract jointly and severally as per format enclosed in the bid document, failing which the Bidder's bid is liable to be rejected.

OR

- 1.5 (i)** The bidder should have executed in the last ten (10) years an industrial project either as developer or as EPC Contractor in the area of power/ steel/ oil and gas/ petro- chemical/ fertilizer/cement/ or any other process industry, of minimum financial figure as mentioned in table below, in a single project or single work and the same must be in **successful operation for at least one (1) year/ six (6) months*** prior to the date of techno-commercial bid opening.

Total Quoted Capacity	Minimum Financial Figure
100 MWh to 600 MWh	INR 981 Million (Indian Rupees Nine Hundred and Eighty One Million Only)
>600 MWh	Not Applicable in this Package

***Successful operation:**

At least **One (1) year** for industrial projects other than RE sector i.e., Solar/Wind.

At least **Six (6) months** for projects in RE sector (i.e., Solar/Wind)

AND

- (ii)** The bidder should have executed at least one (1) Electrical Sub-station of minimum 33kV voltage level, consisting of equipment such as 33kV or above voltage level circuit breakers and power transformer, either as developer or as EPC Contractor which must be in **successful operation for at least one (1) year/ six (6) months#** prior to the date of techno-commercial bid opening.

Successful operation:

At least **One (1) year** for Electrical Sub-station in Projects other than RE sector i.e., Solar/Wind.

At least **Six (6) months** for Electrical Sub-station in RE Projects (i.e., Solar/Wind).

The works referred to at Clause 1.5(i) & 1.5(ii) can be in same or different projects.

OR

- 1.6** The bidder should be an Indian company registered in India and should be Group company/Holding Company/Subsidiary company of a firm meeting the requirement (s) of Clause 1.1 or 1.2 or 1.3 or 1.5 above. In such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified as per clause 1.1 or 1.2 or 1.3 or 1.5 and the Bidder along with its bid for complete performance of the contract jointly and severally as per format enclosed in the bid

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document, failing which the Bidder's bid is liable to be rejected.

Notes for Clause 1.0:

- a. For clause 1.1, reference projects for meeting cumulative manufacturing and supply experience of 80 MWh, may or may not be commissioned.
- b. For clause 1.1, the reference grid interactive battery energy storage system, where supply of minimum 20.0 MWh has been done, should be at a single location.
- c. For clause 1.2, Projects with Battery supplied by developer/owner as free issue item to bidder shall also be considered eligible for QR purpose.
- d. For clause 1.2, the reference grid interactive battery energy storage system of minimum 20.0 MWh capacity should be at a single location developed by Bidder for itself or any other client.
- e. For clause 1.1 and 1.2, Grid interactive Battery Energy Storage System (BESS) shall consist of Battery System (BS), Power Conversion System (PCS) & Energy Management System (EMS) and used for grid connected renewable energy application or energy time shifting/ peak shaving application or frequency regulation application or Load leveling application and the same shall have to be established by bidder by providing relevant supporting documents.
- f. For Clause 1.3, the reference SPV/Wind based grid-connected power plant of 10MW_{AC} or above capacity should be at a single location developed by Bidder for itself or any other client.
- g. For clause 1.3, SPV based Roof-top/Floating solar power projects, which are grid connected, shall also be considered eligible for QR purpose.
- h. For Clause 1.3, reference plants with solar PV module/Wind Turbine supplied by developer/owner as free issue item to bidder shall also be considered eligible for QR purpose.
- i. For Clause 1.3, bidder shall provide relevant support documents to establish that reference projects are Grid Connected.
- j. For clause 1.5, developer means an entity who has either executed or got executed the work/ project as owner of industrial projects.
- k. For clause 1.5, the execution of industrial project as EPC Contractor means that such EPC Contractor is responsible for all the activities i.e. Design/Engineering, Procurement, Construction (with/without civil works) and Commissioning of the project/work.
- l. For Clause 1.5, the portion of work related to power transformer such as supply and /or installation mentioned at cl. no. 1.5 (ii) can either be done by EPC contractor by themselves or by the owner.
- m. For Clause 1.5, bidder shall submit documentary evidence for the value of the project certified by a Chartered Accountant. The specified value of executed work shall be exclusive of Taxes.
- n. For clause 1.5, if the value of reference work is indicated in foreign currency, the exchange rate as on date of award of the reference work shall be considered. In case the exchange rate as on the date of award is not available, the exchange rate as on the next available day shall be considered.
- o. For establishing successful commissioning and operation of the reference projects as required in different clauses, bidder shall submit the certificate of successful commissioning and operation from the Owner of such reference project/plant. Certificate issued by owner in the name of Bidder/intermediary Organization shall be acceptable. However, if bidder in clause 1.1

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or 1.2 or 1.3 is also the owner of the reference project or if the bidder in clause 1.5 is a developer, certificate of successful commissioning of the project issued from Government Renewable Nodal Agency/Government Enterprise/ Discom/ Electricity Board etc and evidence of successful operation from intermediary procurer/ procurer/Discom/ Electricity Board etc shall be submitted.

p. Direct/Indirect Order

The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the bidder along with its techno-commercial bid in support of bidder's claim of meeting the qualification requirement as per different clauses. Bidder shall also submit a certificate of successful completion and operation from the Owner in line with note(o) above.

2.0 FINANCIAL CRITERIA

- 2.1 The average annual turnover of the Bidder should not be less than the financial figure mentioned in Table below, during the preceding three (3) financial years as on the date of techno-commercial bid opening.

Total Quoted Capacity	Minimum Financial Figure
100 MWh to 600 MWh	INR 981 Million (Indian Rupees Nine Hundred and Eighty One Million Only)
>600 MWh	Not Applicable in this Package

In case a Bidder does not satisfy the average annual turnover criteria 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 Techno-Commercial bid, a Letter of Undertaking from its 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.

- 2.2 Net Worth of the Bidder as on the last day of the preceding financial year should not be less than 100% (one hundred percent) of bidder's paid-up share capital. In case the Bidder does not satisfy the Net Worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding companies wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (one hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

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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% (seventy five percent) of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share capitals.

2.3 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents on substantiation of its qualification:

- (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company
- (ii) Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.

In case where audited results for the last financial year as on date of techno- commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of three (3) consecutive financial years preceding the last financial year shall be considered for evaluating 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 techno-commercial bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 2.0:

- i. Net worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- ii. Other income shall not be considered for arriving at annual turnover.
- iii. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
- iv. For financial figure indicated in foreign currency in Clause 2.1, the exchange rates as on seven (7) days prior to the last date of submission of bid shall be used.
- v. 'Group Company' means two or more enterprises which, directly or indirectly, are in a position to:
 - a) Exercise twenty-six percent or more of voting rights in other enterprise.

OR

- b) Appoint more than fifty percent of members of Board of Directors in the other enterprise.

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7.0 The meaning of Holding/Subsidiary/Group Company mentioned above shall be applicable for Clause 1.6 also.

NGEL 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.

8.0(a) Interested parties are required to get registered with M/s ISN Electronic Tender Services (ETS) website <https://www.bharat-electronictender.com> (if not already registered).

The cost of the bidding documents as mentioned above is required to be submitted in the form of a crossed account Payee Demand Draft in favour of “**NTPC Green Energy Limited**”, Payable at **Noida** at the address mentioned at para no.11.0 below along with GSTIN and Organization ID registered with ETS. Interested Bidders can also pay for the cost of documents as mentioned above in the form of Electronic transfer / NEFT Payments in the following account details of NGEL:

(i) If the cost of the bidding documents to be paid in **INR**;

Account Holder Name	NTPC Green Energy Ltd
Name of Bank	State Bank of India
Type of Account	Current
IFSC Code	SBIN0017313
Bank Account Number	41588762781
Branch Address	CAG II Branch, 4 th & 5 th Floor Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001

(ii) If the cost of the bidding documents to be paid in **USD**;

Account Holder Name	NTPC Green Energy Ltd
Name of Bank	State Bank of India
Type of Account	Current
IFSC Code	SBIN0017313
SWIFT Code	SBININBB824
Bank Account Number	41588762781
Branch Address	CAG II Branch, 4 th & 5 th Floor Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001

In case of electronic fund transfer, the bidder shall be required to forward the copy of transfer receipt / electronic transfer receipt from their registered E-mail ID to the concerned nodal officers of NGEL as mentioned below requesting for access for download of the bidding documents in working hours between Monday to Friday.

*While carrying out online transfer, Bidders shall ensure to enter “**Tender No. - Bidder Name**” in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to Employer and also upload the details on ETS portal (Technical Bid Part) in the following format:*

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Declaration for Payment of Cost of Bidding Document

Bidder's ETS Org. ID	
Tender Search Code:	NGEL-2025-TN000004
Package Name:	
Bidder Name:	
UTR Reference:	
Amount:	
Date of Transfer:	
Transferor Bank:	

(Signature of Bidder with Seal)

- 8.0(b) 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 (**Annexure-A**) along with the 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 (NDA), authorization shall not be provided to the bidders for procurement of bidding documents.
- 8.0(c) ***Interested bidders are required to submit duly signed NDA along with Cost of Bidding documents prior to closing of Bidding documents sale period to enable the employer for authorizing the bidder to download the bidding documents online from the ETS portal***
- 8.2 After registration with ETS and payment of the cost of bidding documents 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 **NGEL-2025-TN000004**.
- Interested bidders are required to ensure that they have downloaded the official copy of bidding documents against Tender Search code - **NGEL-2025-TN000004** from website of ETS before closure of Bid Sale Period. If only free copy of Bidding Documents is 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 Bidding Documents shall be issued.**
- 8.3 Issuance of Bid Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted online. Bidder shall furnish hard copy of Bid Security and other documents as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.
- 8.4 For foreign bidders, please refer **Annexure-I** to IFB regarding procedures regarding Digital Signature for Foreign Vendor.
- 9.0 Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

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- 10.0** 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.
- 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.*
- 11.0 ADDRESS FOR COMMUNICATION**
- Addl. General Manager (CS) / Dy. General Manager (CS)
 4th Floor, Renewables Building, NETRA Complex, E-3, Ecotech-II,
 Udyog Vihar, Greater Noida Gautam Buddha Nagar,
 Uttar Pradesh, India, Pin – 201306
 Telephone No. +91- 9413354939 / +91-9431018576
 E-Mail: vishaljain@ntpc.co.in / ghazanfermunam@ntpc.co.in /
- Corporate Identification Number: L40100DL2022GOI396282, Website: www.ngel.in

**EPC PACKAGE FOR DEVELOPMENT OF 80MW / 320 MWH BESS CAPACITY
BY NGEL AT KSEB SUBSTATIONS AT POTHENCODE AND
SREEKANTAPURAM IN KERALA**

BIDDING DOCUMENT NO : NGEL-CS-5833-004(BESS)-9

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT ("Agreement") made on this [] day of20.....
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 Green Energy Limited (NGEL), a company incorporated under the Companies Act, 1956,
and having its Registered Office at NTPC Bhawan, SCOPE Complex, Institutional Area, Lodhi Road,
New Delhi - 110003, India, hereinafter referred to as NGEL (which expression shall unless repugnant
to the context or meaning thereof include its successors and permitted assigns) of the Other Part.

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

WHEREAS:

- A. NTPC envisages to invite packages/tenders for the package **"EPC PACKAGE FOR DEVELOPMENT OF 80MW 320 MWH BESS CAPACITY BY NGEL AT KSEB SUBSTATIONS AT POTHENCODE AND SREEKANTAPURAM IN KERALA"** 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.


Representative of NTPC Green Energy Limited
Name: _____
Designation: _____
Signature: _____
Date: _____

**EPC PACKAGE FOR DEVELOPMENT OF 80MW / 320 MWH BESS CAPACITY
BY NGEL AT KSEB SUBSTATIONS AT POTHENCODE AND
SREEKANTAPURAM IN KERALA**

BIDDING DOCUMENT NO : NGEL-CS-5833-004(BESS)-9

- 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 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

**EPC PACKAGE FOR DEVELOPMENT OF 80MW / 320 MWH BESS CAPACITY
BY NGEL AT KSEB SUBSTATIONS AT POTHENCODE AND
SREEKANTAPURAM IN KERALA**

BIDDING DOCUMENT NO : NGEL-CS-5833-004(BESS)-9

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.

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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 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.

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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:

Bidders Address

To: _____

Attn: _____

Address: _____

Phone: _____

Employers Address:

(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 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.


G. P. Muneer
General Manager (Technical Services)
Kerala State Electricity Board
KSEB Headquarters, Thiruvananthapuram
KSEB, Thiruvananthapuram 695 022

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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.


गज़नफर मुनम / GHAZANFER MUNAM
उप महाप्रबन्धक (संविदा सेवाएँ)
Dy. General Manager (Contract Services)
एनटीपीसी रिन्यूएबल एनर्जी लिमिटेड
NTPC Renewable Energy Limited
E-3, Ecotech-II, Udyog Vihar, Greater Noida-201306 (U.P.)

SIGNED and DELIVERED

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

SIGNED and DELIVERED

by NTPC Green Energy Ltd in the presence of _____

Annexure-I to IFB
ANNEXURE-I TO INVITATION TO BID (IFB)

IFB No: NGEL-CS-5833-004(BESS)-9

Digital Signature for Foreign Vendor

As per the IT ACT 2000, all bidders who participate in the online bidding process should possess a valid "Digital Signature" issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>).

Digital signature certificate is required as part of the two-factor authentication as well as signing of bid documents while working with eProcurement portal. The specification of digital signature certificate is: Digital Signature Certificate (Signing usage) of type Class 3 issued by any Certifying Authority (CA) under Controller of Certifying Authorities (CCA) of India.

"Certifying Authorities" under CCA are issuing Digital Signature to Foreign Vendors. As on date 20th May 2021, below are the names of the vendors issuing DSC to Foreign Vendors

- Capricorn Identity Services Pvt. Ltd. (www.certificate.digital/)
- eMudhra (www.e-mudhra.com/)
- Sify Technologies Limited (www.sifycorp.com)
- VSIGN (www.vsign.in/)

Procedure for Obtaining Digital Signature by Foreign Vendors

As of now, it is learnt that eMudra and Sify Technologies Limited issue DSCs with the following procedure. Generally, the documents that are required to be submitted by Foreign Nationals are as follows:

1. Email id, mobile number, photo, scanned copy of proof of identity and scanned copy of proof of address are required to be submitted.
2. Foreign Individual:
 - a. For identity proof, the scanned copy of Passport/Local Govt issued identity/PAN/OCI passport can be submitted.
 - b. For the address proof the scanned copy of passport/OCI passport/local government issued id having address/bank details having address/any utility bills in the name of applicant issued within three months, or document issued from embassy with residential address can be provided
3. Foreign Organization:
 - a. Scanned copy of organisational id, organisational email id, mobile number, organisational address and letter of authorization from organisation are required.
 - b. For the proof of organisational existence, publically verifiable and listed/recognized by local government reference of organisation in database/registry shall be provided.

If the organisation is already registered/empanelled in government organizations of India, then the scanned copy of the letter of request issued from Indian government organisation with the details of DSC applicant can be accepted as address proof/existence of organisation for DSC issuance. Bank account statement in the country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country, where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.

Note: The Information given above is attached for facilitating the Foreign Nationals to procure DSCs from the Indian CA authorized vendors; The information is for information purpose only as obtained from Government e-Procurement portal. Please visit respective CA's websites for detailed and latest information on procurement of DSC.