

DETAILED INVITATION FOR BID

NTPC Limited
(A Government of India Enterprise)

CORPORATE CONTRACTS, NOIDA

INVITATION FOR BIDS (IFB)

FOR

EPC Package for Development of 15MW Floating Solar PV Project Coupled with 12MW/60 MWh Battery Energy Storage System (BESS) at Tamarind Falls Reservoir in Mauritius

(International Competitive Bidding)

BIDDING DOCUMENT No.: CS-0011-004N-2

Date: 15.10.2026

ETS Portal Tender Search Code: XXXX

1.0 NTPC on behalf of **NTPC (Mauritius) Energy Limited** invites online bids for EPC Package for Development of 15MW Floating Solar PV Project Coupled with 12MW/60MWh Battery Energy Storage System (BESS) at Tamarind Falls Reservoir in Mauritius on **Open tender basis** adopting on **Single Stage Two Envelope bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid)** followed by Reverse Auction for aforesaid package, as per the Scope of Work briefly mentioned hereinafter.

2.0 BRIEF SCOPE OF WORK

Design, Engineering, Manufacturing, Supply, Packing and Forwarding, Transportation, Unloading Storage, Installation and Commissioning of grid connected 15MWac floating solar PV project at Tamarind Falls Reservoir, Mauritius having a minimum DC:AC ratio of 1.33 along with BESS of suitable capacity to provide a minimum firm dispatch as per the demand curve (Figure 1) for the tenure of the project as per the demand curve indicated below. The initial rating of BESS to be installed with the project shall be such that a capacity of **12MW/60MWh** is available at Point of Injection (PoI) at the time of project commissioning. The annual degradation in available BESS capacity shall not be more than 2% of the initial rated capacity.

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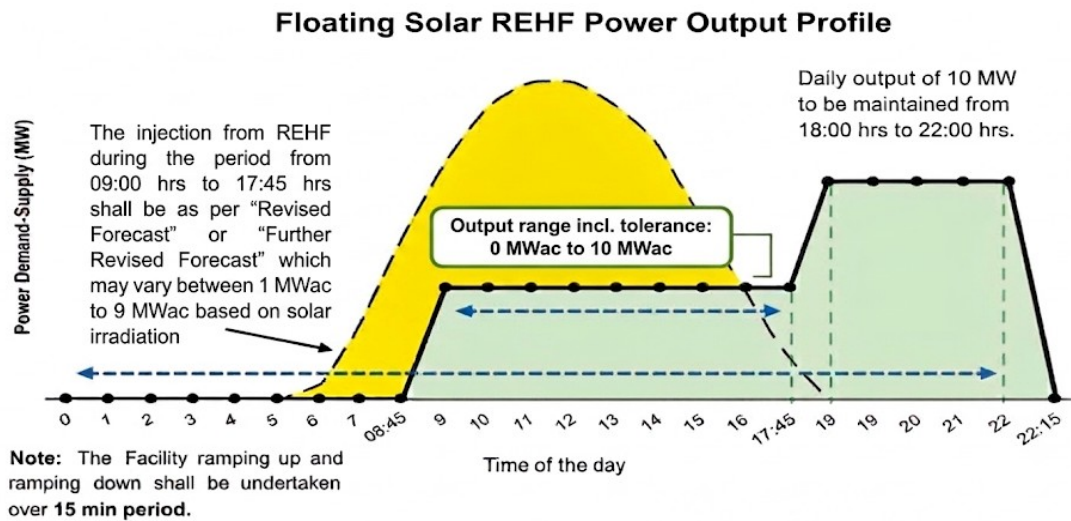


Figure 1: Floating Solar Renewable Energy Hybrid Facility Output Profile

The scope of the project shall be detailed design of Grid Interactive Floating Solar PV + BESS Plant, Civil, Electrical & mechanical auxiliary systems including preparation of foundation drawings, single line diagrams, installation drawings, electrical layouts, design calculations etc. and other relevant drawings and documents required for engineering of all facilities are covered under this scope of work.

Scope covers development of Floating Solar PV plant + BESS project including supply & installation of PV modules in the reservoir area. The scope also includes three (03) years Operation and Maintenance (O&M) of the solar PV plant as well as Annual Maintenance Contract (AMC) of critical equipment. Further, 12 years Comprehensive Annual Maintenance Contract (CAMC) for BESS plant work covers the following activities and services in respect of all the equipment & works specified and covered hereunder:

The scope includes the following:

1. Basic Engineering of the plant and systems.
2. Detailed design, fabrication, shipping, assembling, testing, start-up, commissioning of all the equipment and system(s) including civil works. Warrant and make ready for service a fully functional turnkey battery energy storage system that meets or exceeds all functional requirements.
3. Providing engineering drawings, equipment sizing & performance data, instruction manuals, as built drawings and other information.
4. Calculations, test procedures, Structural Design Calculations, Equipment Layout, drawings/ data sheets of bought out items, Civil Structural/ Architectural Drawings, OTGT etc.
5. Compliance with statutory requirements and obtaining clearances from statutory

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- authorities, wherever required.
6. Finalization of sub-vendors, manufacturing quality plans and Field quality plans.
 7. All Civil, Structural and Architectural works for BESS and associated electrical system.
 8. Packing and transportation from the manufacturer's works to the site including logistic studies, customs clearance & port clearance, port charges, if any.
 9. Receipt, storage, preservation and conservation of equipment at the site; Fabrication, pre- assembly (if any), erection, testing, pre-commissioning and commissioning and putting into satisfactory operation all the equipment including successful completion of initial operation.
 10. Mandatory permission/ licenses/ statutory clearances from Competent Authorities for undertaking blasting related works, disposal of cutting material, etc. shall be carried out by the Bidder.
 11. Instrumentation & Communication cables and all other communication devices (at both end) required for successful integration with Solar PV and BESS plant.
 12. Supply of Battery based ESS, PCS and IDT and pooling switchgear as per requirement.
 13. Topographical survey & Geo-Technical investigation of land/ waterbody and bathymetry survey of water body.
 14. Site-grading & Clearing of Vegetation (if required), dredging works, if required, for floater blocks, inverter platform, access ways etc.
 15. Supply of floaters, Installation, anchoring, fixing of floaters for SPV panels, pathways for the floating system, including fixing of PV Modules on Floaters.
 16. Launching platforms, O&M platforms with suitable road and water access as per requirement.
 17. Design, install and make ready a battery management system and Energy management system with control and communication system for monitoring and controlling battery and PCS parameters.
 18. Construction of Pre-engineered type Inverter room/ platform (if applicable) with Central/ String Inverter along with associated LT and HT switchgear.
 19. Arranging power supply and water supply for construction purposes.
 20. All associated electrical and civil works required for interfacing with grid i.e.

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transformers, panels, protection system, cables, metering at 22kV level, grid compliance study as per regulation etc. Terminal point for power evacuation from the project shall be 22kV pooling switchgear.

21. All equipment, materials and services that are necessary for implementation of the reactive power compensations system as per the grid study with satisfactory operation of the Solar PV system, BESS system and its integration with the existing AC Systems.
22. Construction of Central Monitoring and Control Station, with SCADA, PPC panel and associated equipment at identified location.
23. Module cleaning system (Dry or wet method), including supply and installation of all accessories like monitoring system at CMCS and associated equipment and services at identified location.
24. SCADA system for remote monitoring and control of Inverters with all hardware & software and complete set of Weather Monitoring Station including cloud cover. EMS for monitoring and control of BESS. SCADA shall have feature to optimize charging of BESS and grid dispatch as per the available solar generation to meet the evening dispatch requirements.
25. CCTV System for remote monitoring of the complete project including supply and installation of all accessories like monitoring system at CMCS and associated equipment and services at identified location.
26. Comprehensive Operation & maintenance of SPV Plant along with electrical equipment, consumables and spare parts for a period of Three years from the date of commissioning of full Project capacity.
27. Comprehensive AMC of BESS system along with electrical equipment, consumables and spare parts for a period of 12 years from the date of commissioning of full Project capacity.
28. Replacement and disposal of batteries and other BESS equipment.
29. Conduction of Performance Guarantee (PG) Test.
30. Demonstration of Tests as per specification during O&M period.
31. Supply of Mandatory Spares.
32. Supply of Special tools and tackles if any required for maintenance of the plant.
33. Providing Operation & Maintenance/ instruction manuals, as built drawings and other information.

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34. Providing training of Employer's Personnel.

3.0 Employer intends to finance the subject package through **a mix of debt and equity**.

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:

Issuance of IFB	15.10.2026
Document Download start date	From 26.10.2026
Pre-Bid Conference (Hybrid Mode)	12.11.2026 at 10:30 Hrs (IST) or 09:00 Hrs (MUT)
Last date for receipt of queries from bidders (if any)	20.11.2026 up to 18:00hrs (IST)
Bid (both Techno-Commercial and Price) submission end date & time	Up to 1300 hrs. (IST) on 07.12.2026
Date & Time for opening of Envelop-I (Techno-Commercial bid)	08.12.2026 at 1530 Hrs. (IST)
Date & Time for opening of Envelop-II (Price bid)	Shall be intimated after opening of Techno-Commercial Bid.

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

5.0 It is to be noted that "No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified at ETS Portal.

All bids must be accompanied by Bid security for an amount of **INR 2,00,00,000/- (Indian Rupees two Crores only)** or **USD 207,600/-(US dollar two hundred seven thousand six hundred only)** in the form as stipulated in the Bidding Documents.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE.

IN CASE THE BID SECURITY IS DEPOSITED BY THE BIDDER IN THE FORM OF E-BG/THROUGH ELECTRONIC FUND TRANSFER (EFT), BIDDER TO SUBMIT THE COPY OF E-BG/PROOF OF EPAYMENT OF BID SECURITY IN THE E-TENDERING PORTAL.

IN CASE THE BID SECURITY (OTHER THAN BG) IS DEPOSITED BY THE BIDDER IN PHYSICAL FORM, BIDDER TO SUBMIT THE ORIGINAL INSTRUMENT IN SEPARATE SEALED ENVELOPE AND A COPY OF THE SAME IN THE E-TENDERING PORTAL.

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ALL BANK GUARANTEES SHALL BE SUBMITTED IN THE FORM OF E-BG THROUGH NESL PLATFORM AND NO PHYSICAL BGs SHALL BE ACCEPTED.

BID SECURITY AMOUNT UP TO RS. 1,00,000/- (RUPEES ONE LACS ONLY) MUST BE SUBMITTED THROUGH ELECTRONIC FUND TRANSFER (EFT) ONLY.

FOR BIDDERS PARTICIPATING THROUGH THE CONSORTIUM ROUTE, THE TOTAL BID SECURITY SHALL BE FURNISHED COLLECTIVELY BY THE CONSORTIUM PARTNERS.

LEAD PARTNER OF THE CONSORTIUM SHALL SUBMIT THE BID SECURITY FOR AT LEAST THE MINIMUM AMOUNT OF INR 1,02,00,000 (INDIAN RUPEES ONE CRORE TWO LAKH ONLY) OR USD 105,876 (US DOLLAR ONE LAKH FIVE THOUSAND EIGHT HUNDRED SEVENTY-SIX ONLY)

EACH OF THE OTHER PARTNERS OF THE CONSORTIUM SHALL SUBMIT THE BID SECURITY FOR AT LEAST THE MINIMUM AMOUNT OF INR 20,00,000 (RUPEES TWENTY LAKH ONLY) OR 20,760 (US DOLLAR TWENTY THOUSAND SEVEN HUNDRED SIXTY ONLY)

6.0 Qualifying Requirements for Bidders:

The Bidder should meet the minimum Qualifying Requirements as stipulated at **Annexure-I** to IFB.

7.0 Notwithstanding anything stated above, **NTPC (Mauritius) Energy Limited** reserves the right to assess the capabilities and capacity of the Bidder/ his collaborators / associates/ subsidiaries/ group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

8.0 NTPC (Mauritius) Energy Limited 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.

9.0 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).

After registration with ETS 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 XXXX Interested bidders are required to ensure that they have downloaded the official copy of bidding documents against Tender Search code- XXXX from website of ETS before closure of Bid Sale Period. For technical assistance, interested parties may call ETS Helpdesk at 0124-4229071, 0124 4229072.
Note: No hard copy of Bidding Documents shall be issued.

10.0 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 (**Annexure-II**) along with

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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, authorization shall not be provided to the bidders for procurement of bidding documents.

11.0 For foreign bidders, please refer **Annexure-III** to IFB regarding procedures regarding Digital Signature for Foreign Vendor.

12.0 Downloading/Issuance of Bidding Documents to any Bidder shall not construe that such Bidder is considered to be qualified.

13.0 Transfer of Bidding Documents by one intending Bidder to another is not permissible.

14.0 BIDDER'S TO ENSURE THAT THE TECHNO-COMMERCIAL BID SHOULD NOT CONTAIN ANY PRICE CONTENT ENTRY. IN CASE, THE TECHNO-COMMERCIAL BID IS FOUND TO CONTAIN ANY PRICE CONTENT, SUCH BID SHALL BE LIABLE FOR REJECTION.

15.0 Address for Communication:

DGM (CS) / AGM (CS)
NTPC Limited,
6th Floor, Engineering Office Complex,
A-8A, Sector-24, NOIDA,
Distt. Gautam Budh Nagar, (UP), INDIA
Pin - 201 301

Tel. No.: 0120 4946589, 4946532

E-mail: shailendraksrivastava@ntpc.co.in/ firozkhan@ntpc.co.in

Websites: www.ntpctender.ntpc.co.in or
www.ntpc.co.in

14.0 Registered Office

NTPC Limited
NTPC Bhawan, SCOPE Complex,
7, Institutional Area, Lodi Road,
New Delhi – 110003

Corporate Identification Number: L40101DL1975GOI007966,
Website: www.ntpc.co.in

APPROVED QUALIFYING REQUIREMENT FOR**EPC PACKAGE FOR DEVELOPMENT OF 15 MW FLOATING SOLAR PV PROJECT COUPLED WITH 12MW/ 60 MWhr BATTERY ENERGY STORAGE SYSTEM (BESS) AT TAMARIND FALLS RESERVOIR IN MAURITIUS**

In addition to the requirements stipulated under section Instruction to Bidder (ITB), the Bidder should also meet the qualifying requirements stipulated hereunder in Clause 1.0.0 and Clause 2.0.0.

1.0.0 TECHNICAL CRITERIA

1.1.0 The Bidder should have designed, supplied, erected/ supervised erection, and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 10 MWp or higher, out of which at least one plant should have been of 4 MWp or higher capacity. The reference plant of 4 MWp 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

1.2.0 The Bidder should be a developer of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 10 MWp or higher, out of which at least one plant should have been of 4 MWp or higher capacity. The reference plant of 4 MWp 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

1.3.0 Bidder shall be a Consortium (unincorporated grouping) of two (2) entities and shall collectively meet the qualifying requirements stipulated at 1.3.1 & 1.3.2 below.

Of the two (2) consortium partners, each Consortium Partner shall meet at least one of the qualification requirements specified under Clauses 1.3.1 and 1.3.2.

1.3.1 Requirements stipulated at clause no 1.1.0 or 1.2.0.

1.3.2 The Consortium Partner 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/ petrochemical/ fertilizer/ cement/ coal mining including coal handling plant and/ or any other process industry, with total value of such projects being USD 18 Million or more. At least one such project should have a contract value of USD 7 Million or more. These projects shall be in successful operation for a period of not less than one (1) year prior to the date of techno-commercial bid opening.

1.3.3 The Consortium partners will be required to jointly enter into a legally enforceable Consortium Agreement and furnish the agreement along with the Techno-commercial Bid. Each of the Consortium partners shall be responsible and liable to the Owner to perform all contractual obligations related to their respective scope and associated works (joint and several responsibility), valid for a period of five (5) years from the date of formation of the Consortium or up to the end of O&M period of the contract whichever is later, as per the format enclosed in the bidding documents. The number of executants of the Consortium Agreement should not exceed two (2). Submission of Consortium Agreement is a mandatory requirement, and non-submission shall lead to rejection of the bid.

OR

1.4.0 The bidder should be a registered company and should be Group company/ Holding Company/Subsidiary company of a firm meeting the requirement(s) of Clause 1.1.0 or 1.2.0 above. In such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified as per clause 1.1.0 or 1.2.0 and the Bidder along with its bid for complete performance of the contract jointly and severally as per format enclosed in the bidding documents failing which the Bidder shall be disqualified, and its bid shall be rejected.

Notes for clause 1.0.0:

- a) The reference SPV based grid-connected power plant of 4 MWp or above capacity should be at a single location developed by Bidder for itself or any other client.
- b) SPV based Roof-top/ Floating Solar power projects, which are grid connected, shall also be considered eligible for QR purposes.
- c) For clause 1.1.0 & 1.3.0, bidder shall submit certificate of successful completion and operation from the Owner. However, for clause 1.2.0 or if bidder in clause 1.3.0 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.

- d) 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 clauses 1.1.0, 1.2.0, 1.3.0 above. Certificate from owner of the plant shall also be furnished by the Bidder for successful operation of the reference plant.
- e) For Clause 1.3.2, bidder shall submit documentary evidence for the value of the project certified by a Chartered Accountant. The value of completed/executed works shall be given a simple weightage to bring them at current price level by adding 5% for each year on pro-rata basis after the end date of completion/ execution of the reference work, till the last day of month previous to one in which NIT has been invited. The specified value of executed works is excluding of any taxes and duties.
- f) Developer means an entity who has either executed or got executed the work/ project as owner of industrial projects.
- g) The execution of industrial project as EPC Contractor under Clause No. 1.3.2 means, such EPC Contractor is responsible for all the activities i.e., Design/ Engineering, Procurement, Construction, and Commissioning of a project/ work.
- h) EPC projects with solar PV module supplied by developer/ owner as free issue items to EPC contractors shall also be considered eligible for route 1.1.0 and 1.2.0 of QR.
- i) If the value of industrial project in clause 1.3.2 is indicated in foreign currency, the exchange rate as on date of award of reference work shall be considered. In case the exchange rate as on the date of award not available, the exchange rate as on the next available day shall be considered.
- j) "Group Company" means two or more enterprises which, directly or indirectly, are in position to:
 - (i) Exercise twenty – six percent or more of voting rights in other enterprise.

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

Notes for Clause 1.3.0 (Consortium Route)

- a) Both the Consortium partners shall identify one of the partners as the “lead partner”.
- b) Consortium partners shall collectively be required to furnish “Contract Performance Security” as specified in bidding documents regardless of their share and role in the Consortium. However, out of total “Contract Performance Security”, each Consortium partner shall necessarily furnish at least 5% of the “Contract Performance Security” as specified in bidding documents.
- c) Consortium partners (including the lead partner) shall collectively be required to submit additional Bank Guarantees (BGs) for a total amount of 2% of total contract price as specified in bidding documents for successful integration of scope of package. However, each Consortium partner shall necessarily furnish Bank Guarantees (BGs) for at least 0.1% of the total contract price for successful integration/interfaces.
- d) The work executed by the Consortium will be considered for the purpose of the qualification specified at 1.3.1, 1.3.2 provided the same Consortium partner who has executed the qualifying works is getting associated in the Consortium of this package.
- e) The Lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium.
- f) No Consortium partner shall participate as an independent bidder, or as partner of other Consortium to other bidder. No Consortium partner shall also be a promoter/stakeholder of any other entity who is directly/ indirectly participating in the bidding process. Notwithstanding stated above, the provisions regarding conflict of interest stated in bidding documents shall prevail.
- g) The word “executed” in Clause 1.3.0 means:
 - i. In case of Project(s), the project(s) should have been commissioned/ completed, even if the contract has been started earlier and / or is not completed / closed.

- ii. In case of Contract(s), the scope of work under the contract(s) should have been commissioned/completed, even if the contract has been started earlier and / or is not closed.

2.0.0 Financial Criteria:

2.1.0 Financial Criteria for the Bidder (Except for Consortium Route)

2.1.1 The average annual turnover (AATO) of the Bidder on standalone basis, in the preceding three (3) financial years as on the date of Techno-commercial bid opening should not be less than **USD 18 Million (USD Eighteen Million Only)** or in equivalent foreign currency.

In case the Bidder does not satisfy the 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 Techno-Commercial 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.

2.1.2 (a) Net worth of the bidder should not be less than 25% (Twenty five percent) of the Bidder's paid-up share capital as on the last day of the preceding Financial Year reckoned from the date of Techno-commercial bid opening.

And

(b) Net Worth of the bidder should not have eroded by more than 30% in last three Financial Years.

However, Clause (b) is not applicable if Net Worth is equal to or more than 100% of Paid-up Share capital.

In case the Bidder does not meet the Net worth criteria on its own, it can meet the requirements of Net worth based on the strength of its Subsidiary(ies) and/or Holding

Company and/or Subsidiaries of the Holding Company, wherever applicable. In such a case, however, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of the Holding Company, in combined manner, should not be less than 100% of the paid-up share capital. However, the individual Net Worth of the bidder should be Positive and for others, the Net Worth should be at least 75% of their respective Paid-Up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = [(X1 + X2 + X3) / (Y1 + Y2 + Y3)] \times 100$$

Where X1, X2, X3 are individual Net worths and Y1, Y2, Y3 are individual paid-up share capitals.

2.1.3 In case the Bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder furnishes the following documents for 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) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Financial Statements of the company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from a practicing 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 practicing Chartered Accountant certifying the financial parameters is not available.

2.2.0 Financial Criteria for the Consortium

2.2.1 The average annual turnover of the consortium collectively, in the preceding three (3) financial years as on the date of techno-commercial bid opening, should not be less than **USD 18 Million (USD Eighteen Million Only)** or in equivalent foreign currency.

Further, average annual turnover of the lead partner of the consortium in the preceding three (3) financial years as on the date of techno commercial bid opening shall not be less than 51% of the total annual turnover requirement specified for consortium as above. Further, other Consortium Partner should individually meet at least 10% of the total annual turnover requirement specified for consortium as above.

For meeting financial criteria, all the Consortium partners shall consider the same set of three consecutive Financial Years.

2.2.2 (a) Net worth of each Consortium partner should not be less than 25% (Twenty-five percent) of its paid-up share capital as on the last day of the preceding financial year reckoned from the date of Techno-commercial bid opening.

(b) Net Worth of each Consortium partner should not have eroded by more than 30% in last three Financial Years.

However, Clause (b) is not applicable if Net Worth is equal to or more than 100% of Paid-up Share capital.

In case any Consortium partner does not meet the Net worth criteria on its own, it can meet the requirements of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of the Holding Company, wherever applicable. In such a case, however, the Net worth of the Consortium partner and its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of the Holding Company, in combined manner, should not be less than 100% of the paid-up share capital. However, the individual Net Worth of the Consortium partner should be Positive and for others, the Net Worth should be at least 75% of their respective Paid-Up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = [(X1 + X2 + X3) / (Y1 + Y2 + Y3)] \times 100$$

Where X1, X2, X3 are individual Net worths and Y1, Y2, Y3 are individual paid-up share capitals.

2.2.3 In case any Consortium partner is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the Consortium partner can be considered acceptable provided the Consortium partner furnishes the following documents for substantiation of its qualification.

- (i) Copies of the unaudited unconsolidated financial statements of the Consortium partner along with copies of the audited consolidated financial statements of its Holding Company.
- (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Financial Statements of the company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Consortium partner is not able to submit the Certificate from a practicing 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 practicing Chartered Accountant certifying the financial parameters is not available.

Notes for 2.0.0:

- (i) (a) In case of a Company, "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.
(b) In case of sole proprietorship/partnership, "Net Worth" means the aggregate of the balances in the Capital Account and the Current Account, where the Current Account is maintained to record regular transactions such as drawings, share of profit, interest on capital and other owner/partner related adjustments. The aggregate of balances should be positive.
- (ii) Annual turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder and other income shall not be considered for arriving at annual turnover. While working out annual turnover of a bidder for the purpose of QR during bid evaluation, Taxes & Duties separately indicated (if any), in the Profit & Loss account shall not be considered.
- (iii) For annual Turnover indicated in foreign currency, exchange rate as on seven (7) days prior to the Techno-Commercial bid opening shall be used.
- (iv) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act 2013, as amended from time to time.
- (v) If a bidder is not required to get its accounts audited under section 44AB of the Income Tax Act, 1961, the financial statements duly certified by a practicing Chartered Accountant shall be considered acceptable along with a certificate from chartered Accountant that bidder is not liable for audit under section 44AB.
- (vi) In case a bidder meets the technical QR but could not furnish his / their audited financial statement of last three financial years for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, within a period of less than 3 years from the original scheduled date of tender opening, then, such bidder shall also be considered and the Average annual turnover of such bidder shall be arrived at as below:
 - a. If such bidder furnishes audited financial statements for the last financial year only, then such bidder's average Annual turnover shall be arrived at by dividing the Turnover of the last financial year by 1.5.

- b. If such bidder furnishes audited financial statements for the last two financial years only, then the bidder's average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by 2.5.
- (vii) For meeting financial criteria stipulated under the Qualifying Requirements, financial statements on standalone basis will be considered.

Note for clauses 1.0.0 & 2.0.0:

For the purposes of this tender, any reference to the date of Techno-commercial bid opening for qualifying requirements wherever mentioned in the qualifying requirements, shall be taken as the date of Techno commercial bid opening specified in the initial published NIT/IFB.

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT ("Agreement") made on this day of 20..... Between , a company incorporated under the 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 (Mauritius) Energy A wholly owned subsidiary of NTPC Ltd, India. hereinafter (referred as Employer) (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 (Mauritius) Energy Ltd shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. NTPC (MAURITIUS) ENERGY LTD envisages to invite tender for the package **EPC Package for Development of 15MW Floating Solar PV Project Coupled with 12MW/60 MWhr Battery Energy Storage System (BESS) at Tamarind falls in Mauritius** through which it intends to develop Solar Projects 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:

- 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 GOSL 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.

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 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 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: *(Name of Company)*

Attn:

.....

..... Address:

.....

..... Phone:

TO: NTPC (Mauritius) Energy Ltd

- 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 Mauritius.

13. Dispute Resolution:

Courts at Mauritius 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 (*Name of Company*)

By *NTPC (Mauritius)Energy Limited*

in the presence of

in the presence of

.....

.....

ANNEXURE-III TO INVITATION TO BID (IFB)
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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 eMudhra 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.