NTPC RENEWABLE ENERGY LIMITED
(A GROUP COMPANY OF NTPC LIMITED)

CONTRACTS SERVICES

INVITATION FOR BIDS (IFB)

FOR

LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH
(Domestic Competitive Bidding)

IFB No.: NRE-CS-5816-004(L)-9(R1) **Date: 25.11.2026**

GePNIC Tender ID: 2026_NTPCR_113624 **Tender Ref No: NRE-CS-5816-004(L)-9(R1)**

Bidding Document No: NRE-CS-5816-004(L)-9(R1)

1.0 **NTPC Renewable Energy Limited (NTPC REL),** invites online bids from eligible bidders on Composite bidding basis in Single Stage (consisting of Techno-Commercial Bid and Price Bid) process without Reverse Auction for **"LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH".**

2.0 **BRIEF SCOPE OF WORK**

The Brief Scope of Works consists of the following:

BRIEF SCOPE OF WORK: The scope of work, in brief, covers the following activities and services in respect of the land aggregation works:

The Bidder [also referred as Land Service Provider (**LSP**)] shall be responsible for carrying out all tasks and activities necessary to complete the land aggregation process for the Land Parcel in accordance with applicable laws and good industry practices, including but not limited to identifying suitable land parcels within the existing KMZ of the project or adjoining with the project's KMZ boundary, Negotiating Transactions, Submission of Land Profile, collection of 30 year property record for preparing TSR by an advocate, collection of KYC & land documents, correction of incorrect data entries in KYC documents and/ or land documents such as B1/ PII forms etc (if required), collection of encumbrance statements and getting the land free from all encumbrances and charges, Compliance and approvals with respect to the Land Parcel, Liaisoning and Coordination with Revenue Departments/ Officers, Execution of Agreements to Sell ("ATS")/ Agreements to Lease ("ATL") (if required), collection of EFT form of land-owner, all Compliances Prior to Deed Execution and Registration, bringing the land-owners to SRO/ DRO office for land registry, Completion of Deed Registration, land clearing, all compliances after execution of deeds and post-acquisition of Land Parcel, Completion of Mutation Process and Procurement of Demarcation Orders, Land Demarcation, Utility Relocation (where applicable), Transfer of Peaceful Possession, Delivery of original documents etc. as per details mentioned in Bidding Documents.

The detailed scope of work is as defined in bidding document No.: **NRE-CS-5816-004(L)-9(R1).**

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

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:

GePNIC Tender ID	**2026_NTPCR_113624**	
GePNIC Portal Tender Ref No	**NRE-CS-5816-004(L)-9(R1)**	
IFB Date	25.11.2026*	
Period of Downloading of Bidding Documents	From 25.11.2026* 18:00 HRS to 03.12.2026* [up to 15:00 HRS (IST)]	
Last Date for receipt of queries from prospective Bidders	02.12.2026	
Last Date and Time for receipt of bids comprising both Techno-Commercial Bid and Price Bid	03.12.2026*	15:00:00 (IST)
Date & Time of opening of Techno-Commercial and Price Bid	03.12.2026*	15:30:00 (IST)
Cost of Bidding Documents in INR	Not Applicable	

Note: Bidders are advised to visit the GePNIC Tender portal (https://eprocurentpc.nic.in/nicgep/app) 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 of **INR 1,00,000/- (Indian Rupees One Lakh 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.

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

6.0 QUALIFYING REQUIREMENTS FOR BIDDERS : NOT APPLICABLE

7.0 TECHNICAL COMPLIANCE REQUIREMENTS FOR BIDDERS:

In addition to the requirements stipulated under Scope of Work and Form of Contract Agreement, the Bidder/ Land Service Providers (**LSP**) should also meet the Technical Requirements stipulated hereunder:

The bidder/ Land Service Provider (**LSP**) is required to comply with the following mandatory **'TECHNICAL COMPLIANCE REQUIREMENT'** by submitting required declaration as per format

given in bidding documents and enclosing supporting documents, failing which its bid shall be rejected as being Technically Non-responsive:

"The bidder/ Land Service Provider should have executed notarized/ registered Agreement to Sale (ATS)/ Agreement to Lease (ATL) for transfer of ownership/ lease rights of at least 10 acres of land in Mandsaur or adjoining districts in Madhya Pradesh".

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

8.0 Interested parties are required to get registered with GePNIC Tender Portal website https://eprocurentpc.nic.in/nicgep/app (if not already registered).

8.1 Issuance of Bid Documents to any Bidder shall not construe that such Bidder/ Land Service Providers (**LSP**) is considered to be qualified. The bids shall be submitted online. Bidder/ Land Service Providers (**LSP**) shall furnish hard copy of Bid Security and other documents as detailed in Bidding Documents before the stipulated bid submission closing date and time mentioned at Para no – 4.0 above at the address given at Para no – 11.0 below.

8.2 After registration with GePNIC Tender Portal, a complete set of Bidding Documents may be downloaded by any interested Bidder/ Land Service Providers (**LSP**) from ETS Portal https://eprocurentpc.nic.in/nicgep/app with Tender ID: **2026_NTPCR_113624** and Tender Reference Number: **NRE-CS-5816-004(L)-9(R1)**

Interested bidders are required to ensure that they have downloaded the official copy of bidding documents against Tender ID: **2026_NTPCR_113624** and *Tender Reference Number* **NRE-CS-5816-004(L)-9(R1)** *from website of GePNIC before closure of Bid Sale Period.*

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

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

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.

Further, the Ministry of Power, Govt. of India has waived the requirement of registration, in respect of para 3 of DoE Order (Public Procurement No. 4) vide F No.7II0I2021-PPD (1) dated 23.02.2023, for bidders utilizing lithium-ion cell technology, as per Letter No. F.No. 48-15/23/2025 dated 09.01.2026 issued from Ministry of Power (NRE Section) enclosed at **Annexure-B to IFB**.

11.0 ADDRESS FOR COMMUNICATION

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

Contact Persons

Name & Designation	Telephone No	Mobile No	E-Mail ID
RAJAN DWIVEDI AGM (CS)	+91-120-2356724	9450962775	rajandwivedi@ntpc.co.in
Ghazanfer Munam DGM (CS)	+91-120-2356540	9431018576	ghazanfermunam@ntpc.co.in

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

LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH.

BIDDING DOCUMENT NO : NRE-CS-5816-004(L)-9(R1)

NON-DISCLOSURE AGREEMENT

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

And NTPC Renewable Energy Limited (NTPC REL), a company incorporated under the Companies Act, 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 "**LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH**" 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.



LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH.

BIDDING DOCUMENT NO : NRE-CS-5816-004(L)-9(R1)

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



LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH.

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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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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;

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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-authorised disclosure or use of the Confidential Information by the Receiving Party or specific performance of this Agreement. The above remedy will be in addition to any other legal or equitable remedy otherwise available to the Disclosing Party.

6. Compliance with Law

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

7. Entire Agreement:

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

8. Amendments:

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



LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH.

BIDDING DOCUMENT NO : NRE-CS-5816-004(L)-9(R1)

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.



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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 - B to IFB

F. No. 48-15/23/2025
Government of India
Ministry of Power
(NRE Section)

Shram Shakti Bhawan,
Rafi Marg, New Delhi-110001
Dated the 9th January, 2026

To

1. Principal Secretaries/Secretary (Power/Energy) of all State Governments/UTs
2. CMDs, CPSUs (Power)
3. Head, REIAs

Subject: Registration waiver under clause 15(iv) of Department of Expenditure's Public Procurement Order No. 4 dated 23.02.2023 in respect of utilizing lithium-ion cell technology for Grid Connected Battery Energy Storage System (BESS) tenders.

Sir /Madam

The Ministry is in receipt of requests from BESS manufacturers seeking waiver of the DPIIT registration requirement, for bidders with Transfer of Technology (ToT) arrangements with land-border sharing countries, using lithium-ion cell technology in grid-connected BESS tenders.

2. India's revised NDC targets a 45% reduction in GDP emission intensity, 50% non-fossil installed capacity by 2030, and net-zero emissions by 2070, necessitating large-scale deployment of Energy Storage Systems (ESS) for a secure and reliable grid. CEA has projected the BESS requirements of 208 GWh by 2029-30, against the existing capacity of about 0.5 GWh. The domestic grid-scale battery manufacturing is in a nascent stage. At present, lithium-ion cells remain the most mature and cost-effective technology used in the grid connected Battery Energy storage system world-wide.

3. In view of the non-availability of adequate domestic manufacturing of lithium-ion cells in the country, the Ministry hereby waives the requirement of registration, in respect of para 3 of DoE Order (Public Procurement No. 4) vide F No. 7/10/2021-PPD (1) dated 23.02.2023, for bidders utilizing lithium-ion cell technology, for 1 year from the date of issue of this letter, to facilitate their participation in BESS tenders.

This issues with the approval of Competent Authority.

9/1/2026

(Sunil Kumar Sharma)
Director (RCM/NRE)
Email: sunil.sharma24@gov.in

Encl: DoE Order (Public Procurement No. 4) dated 23.02.2023

Copy to:

1. Secretary, Department for Promotion of Industry and Internal Trade.
2. National security council secretariat (As per para 15(iv) of Ministry of Finance Department of Expenditure Procurement Policy Division Order No.F.7/10/2021-PPD(1) dated 23.02.2023)

LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH.

BIDDING DOCUMENT NO : NRE-CS-5816-004(L)-9(R1)

NON-DISCLOSURE AGREEMENT

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

And NTPC Renewable Energy Limited (NTPC REL), a company incorporated under the Companies Act, 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 "**LAND AGGREGATION PACKAGE FOR DEVELOPMENT OF 600MW ISTS CONNECTED SOLAR PV PROJECT AT MANDSAUR, MADHYA PRADESH**" 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.



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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



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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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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;

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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-authorised disclosure or use of the Confidential Information by the Receiving Party or specific performance of this Agreement. The above remedy will be in addition to any other legal or equitable remedy otherwise available to the Disclosing Party.

6. Compliance with Law

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

7. Entire Agreement:

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

8. Amendments:

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



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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.



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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 - B to IFB

F. No. 48-15/23/2025
Government of India
Ministry of Power
(NRE Section)

Shram Shakti Bhawan,
Rafi Marg, New Delhi-110001
Dated the 9th January, 2026

To

1. Principal Secretaries/Secretary (Power/Energy) of all State Governments/UTs
2. CMDs, CPSUs (Power)
3. Head, REIAs

Subject: Registration waiver under clause 15(iv) of Department of Expenditure's Public Procurement Order No. 4 dated 23.02.2023 in respect of utilizing lithium-ion cell technology for Grid Connected Battery Energy Storage System (BESS) tenders.

Sir /Madam

The Ministry is in receipt of requests from BESS manufacturers seeking waiver of the DPIIT registration requirement, for bidders with Transfer of Technology (ToT) arrangements with land-border sharing countries, using lithium-ion cell technology in grid-connected BESS tenders.

2. India's revised NDC targets a 45% reduction in GDP emission intensity, 50% non-fossil installed capacity by 2030, and net-zero emissions by 2070, necessitating large-scale deployment of Energy Storage Systems (ESS) for a secure and reliable grid. CEA has projected the BESS requirements of 208 GWh by 2029-30, against the existing capacity of about 0.5 GWh. The domestic grid-scale battery manufacturing is in a nascent stage. At present, lithium-ion cells remain the most mature and cost-effective technology used in the grid connected Battery Energy storage system world-wide.

3. In view of the non-availability of adequate domestic manufacturing of lithium-ion cells in the country, the Ministry hereby waives the requirement of registration, in respect of para 3 of DoE Order (Public Procurement No. 4) vide F No. 7/10/2021-PPD (1) dated 23.02.2023, for bidders utilizing lithium-ion cell technology, for 1 year from the date of issue of this letter, to facilitate their participation in BESS tenders.

This issues with the approval of Competent Authority.

9/1/2026

(Sunil Kumar Sharma)
Director (RCM/NRE)
Email: sunil.sharma24@gov.in

Encl: DoE Order (Public Procurement No. 4) dated 23.02.2023

Copy to:

1. Secretary, Department for Promotion of Industry and Internal Trade.
2. National security council secretariat (As per para 15(iv) of Ministry of Finance Department of Expenditure Procurement Policy Division Order No.F.7/10/2021-PPD(1) dated 23.02.2023)