INVITATION FOR BIDS

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

CONTRACTS SERVICES

INVITATION FOR BIDS (IFB)

FOR

BULK PROCUREMENT OF POWER TRANSFORMERS FOR RENEWABLE ENERGY PROJECTS OF NTPC RENEWABLE ENERGY LIMITED

(Domestic Competitive Bidding)

IFB No.: NRE-CS-5851-004(BULKTRF1)-9 **Date: 27.11.2026**

ETS Portal Tender Search Code: NTPCREL-2026-TN000045

Bidding Document No: NRE-CS-5851-004(BULKTRF1)-9

1.0 **NTPC Renewable Energy Limited (NTPC REL)** invites online bids from eligible bidders on Single Stage Two Envelope (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) basis for **Bulk Procurement of Power Transformers for Renewable Energy Projects of NTPC Renewable Energy Limited.**

2.0 **Brief Scope of Work:**

1. Design, Engineering, Manufacturing, Supply, Testing, Packing and Forwarding, Transportation, Unloading, supervision of Erection and Commissioning of Power Transformers along with required accessories as follows.

a. Ex-works supply of Power Transformers (Including Spare Transformers):

a)	400kV/33-33kV, Transformer	315MVA	Power	17 No.s
b)	400kV/33-33kV, Transformer	250MVA	Power	8 No.s
c)	220kV/33-33kV, Transformer	160MVA	Power	35 No.s
d)	220kV/33kV, 125MVA Power Transformer			21 No.s
e)	220kV/33kV, 100MVA Power Transformer			9 No.s

b. Ex-works supply of NIFPS based Fire Protection System for Power Transformers:

a) NIFPS based Fire Protection System for 400kV/33-33kV, 315MVA Power Transformer	17 No.s
b) NIFPS based Fire Protection System for 400kV/33-33kV, 250MVA Power Transformer	8 No.s
c) NIFPS based Fire Protection System for 220kV/33-33kV, 160MVA Power Transformer	35 No.s
d) NIFPS based Fire Protection System for 220kV/33kV, 125MVA Power Transformer	21 No.s
e) NIFPS based Fire Protection System for 220kV/33kV, 100MVA Power Transformer	9 No.s

c. Freight & Transit Insurance of Power Transformers with Fire Protection System up to Project location:

a) 400kV/33-33kV, 315MVA Power Transformer (Transformer and Fire Protection system)	17 No.s
b) 400kV/33-33kV, 250MVA Power Transformer (Transformer and Fire Protection system)	8 No.s
c) 220kV/33-33kV, 160MVA Power Transformer (Transformer and Fire Protection system)	35 No.s
d) 220kV/33kV, 125MVA Power Transformer (Transformer and Fire Protection system)	21 No.s
e) 220kV/33kV, 100MVA Power Transformer (Transformer and Fire Protection system)	9 No.s

d. Supervision of Erection and Commissioning of Power Transformers along with NIFPS Based Fire Protection System:

a) 400kV/33-33kV, 315MVA Power Transformer and associated NIFPS based Fire Protection System	17 No.s
b) 400kV/33-33kV, 250MVA Power Transformer and associated NIFPS based Fire Protection System	7 No.s
c) 220kV/33-33kV, 160MVA Power Transformer and associated NIFPS based Fire Protection System	34 No.s
d) 220kV/33kV, 125MVA Power Transformer and associated NIFPS based Fire Protection System	20 No.s
e) 220kV/33kV, 100MVA Power Transformer and associated NIFPS based Fire Protection System	8 No.s

e. Supervision of Installation of Spare Transformers along with NIFPS Based Fire Protection System:

a)	400kV/33-33kV, 250MVA Power Transformer	1 No.
b)	220kV/33-33kV, 160MVA Power Transformer	1 No.
c)	220kV/33kV, 125MVA Power Transformer	1 No.
d)	220kV/33kV, 100MVA Power Transformer	1 No.

f. Ex-works Supply, Freight and Insurance up to Project location, Unloading of Mandatory Spares for Power Transformers:

a)	Set of Mandatory Spares* for 400kV/33-33kV, 315MVA Power Transformer	6 Sets
b)	Set of Mandatory Spares* for 400kV/33-33kV, 250MVA Power Transformer	5 Sets
c)	Set of Mandatory Spares* for 220kV/33-33kV, 160MVA Power Transformer	8 Sets
d)	Set of Mandatory Spares* for 220kV/33kV, 125MVA Power Transformer	7 Sets
e)	Set of Mandatory Spares* for 220kV/33kV, 100MVA Power Transformer	5 Sets

g. Ex-works Supply, Freight and Insurance up to Project location, Unloading and Installation of Monitoring Equipment:

a)	On-Line DGA Analyzer for 400kV/33-33kV, 315MVA Power Transformer	17 No.s
b)	On-Line DGA Analyzer for 400kV/33-33kV, 250MVA Power Transformer	7 No.s
c)	On-Line DGA Analyzer for 220kV/33-33kV, 160MVA Power Transformer	34 No.s
d)	On-Line DGA Analyzer for 220kV/33kV, 125MVA Power Transformer	20 No.s
e)	On-Line DGA Analyzer for 220kV/33kV, 100MVA Power Transformer	8 No.s
f)	Portable On-Line Moisture Removal System for 400kV/33-33kV, 315MVA Power Transformer	17 No.s
g)	Portable On-Line Moisture Removal System for 400kV/33-33kV, 250MVA Power Transformer	7 No.s
h)	Portable On-Line Moisture Removal System for 220kV/33-33kV, 160MVA Power Transformer	34 No.s
i)	Portable On-Line Moisture Removal System for 220kV/33kV, 125MVA Power Transformer	20 No.s
j)	Portable On-Line Moisture Removal System for 220kV/33kV, 100MVA Power Transformer	8 No.s

h. Ex-works Supply, Freight and Insurance up to Project location, and Unloading of Operation & Maintenance instruments and accessories: -

	a) Set of Operation & Maintenance instruments and accessories# for 400kV/33-33kV, 315MVA Power Transformer	6 Sets
	b) Set of Operation & Maintenance instruments and accessories# for 400kV/33-33kV, 250MVA Power Transformer	5 Sets
	c) Set of Operation & Maintenance instruments and accessories# for 220kV/33-33kV, 160MVA Power Transformer	8 Sets
	d) Set of Operation & Maintenance instruments and accessories# for 220kV/33kV, 125MVA Power Transformer	7 Sets
	e) Set of Operation & Maintenance instruments and accessories# for 220kV/33kV, 100MVA Power Transformer	5 Sets

2. Conducting Complete Routine and Type Test for the Transformers as per IEC 60076/IS 2026.

3. Short Circuit Test of One Transformer of each rating (if required).

* Set of Mandatory Spares as per bidding documents.
# Set of Operation & Maintenance instruments as per bidding documents.

The detailed scope of work is as defined in bidding document No.: **NRE-CS-5851-004(BULKTRF1)-9**

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

4.0 Detailed specification, Scope of work and Terms & Conditions are given in the bidding documents, which are available for examination and downloading at e-tender portal (as specified in this notice) and as per the following schedule:

ETS Portal Tender Search Code (TSC)	**NTPCREL-2026-TN000045**
IFB Date	27.11.2026
Period of Downloading of Bidding Documents	From 27.11.2026 to 08.12.2026 upto 1700 Hrs (IST)
Pre-Bid Conference Date and Time	10.12.2026; 11:30 Hrs
Last Date for receipt of queries from prospective Bidders	10.12.2026 (18:00 Hrs)

Last Date and Time for receipt of bids comprising both Techno-Commercial Bid and Price Bid	21.12.2026	15:00:00 (IST)
Date & Time of opening of Techno-Commercial Bid	21.12.2026	15:30:00 (IST)

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

5.0 All bids must be accompanied by Bid Security for an amount as stipulated in the Bidding Documents and as mentioned below for the quoted blocks:

Sl. No.	Block/Combination of blocks quoted for	EMD in Rs.
1	Block-1	5 Cr
2	Block-2	2 Cr
3	Block-3	10 Cr
4	Block-4	5 Cr
5	Block-5	2 Cr
6	Block-1 + Block-2	10 Cr
7	Block-1 + Block-3	20 Cr
8	Block-1 + Block-4	10 Cr
9	Block-1 + Block-5	10 Cr
10	Block-2 + Block-3	10 Cr
11	Block-2 + Block-4	10 Cr
12	Block-2 + Block-5	5 Cr
13	Block-3 + Block-4	10 Cr
14	Block-3 + Block-5	10 Cr
15	Block-4 + Block-5	5 Cr
16	Block-1 + Block-2 + Block-3	20 Cr

17	Block-1 + Block-2 + Block-4	20 Cr
18	Block-1 + Block-2 + Block-5	10 Cr
19	Block-1 + Block-3 + Block-4	20 Cr
20	Block-1 + Block-3 + Block-5	20 Cr
21	Block-1 + Block-4 + Block-5	10 Cr
22	Block-2 + Block-3 + Block-4	20 Cr
23	Block-2 + Block-3 + Block-5	10 Cr
24	Block-2 + Block-4 + Block-5	10 Cr
25	Block-3 + Block-4 + Block-5	20 Cr
26	Block-1 + Block-2 + Block-3 + Block-4	20 Cr
27	Block-1 + Block-2 + Block-3 + Block-5	20 Cr
28	Block-1 + Block-2 + Block-4 + Block-5	20 Cr
29	Block-1 + Block-3 + Block-4 + Block-5	20 Cr
30	Block-2 + Block-3 + Block-4 + Block-5	20 Cr
31	Block-1 + Block-2 + Block-3 + Block-4 + Block-5	20 Cr

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.

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

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

5.1	*Benefits under PPP 2012 for Micro and Small Enterprises (MSEs) are applicable in this tender. MSEs having UDYAM registration only are exempted from submission of Cost of bidding Documents and Earnest Money Deposit (EMD). For further details, relevant provisions of bidding documents may be referred.* Further, "Block-Wise Evaluation" methodology shall be adopted for this package.
5.2	'Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents / Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments / revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

6.0 Qualifying Requirements for Bidders

In addition to the requirements stipulated (if any) under section Instruction to Bidder (ITB), the Bidder should also meet the qualifying requirements stipulated hereunder in Clause 1.0 and Clause 2.0.

1.0 TECHNICAL CRITERIA

(a.) Bidder should have designed, manufactured and supplied **at least two (2) no.s (One each at two different installations) of transformers of voltage class and rating not less than that specified in the table below** (either three-phase transformer as a single unit or single-phase transformer) for the Block(s) quoted by the Bidder. The above transformers should have been in successful operation for at least two years prior to the date of techno-commercial bid opening.

Block	Minimum Design, Manufacture & Supply Experience Required
BLOCK-1 (315MVA, 400kV/33-33kV Power Transformers)	**At least 315MVA, 400kV or above transformers**
BLOCK-2 (250MVA, 400kV/33-33kV Power Transformers)	**At least 250MVA, 400kV or above transformers**

BLOCK-3 (160MVA, 220kV/33-33kV Power Transformers)	**At least 160MVA, 220kV or above transformers**
BLOCK-4 (125MVA, 220kV/33kV Power Transformers)	**At least 125MVA, 220kV or above transformers**
BLOCK-5 (100MVA, 220kV/33kV Power Transformers)	**At least 100MVA, 220kV or above transformers**

And

(b.) Bidder should have its own facilities for conducting all routine and type tests as per IS 2026/IEC: 60076 (except short circuit test).

And

(c.) Any oil-filled Transformer **of capacity not less than the Block-wise Short-Circuit Test Experience Threshold specified in the table below** (three-phase transformer or single-phase transformer), manufactured by Bidder should have been successfully short circuit tested, for the Block(s) quoted by the Bidder.

Block	**Minimum Short-Circuit Test Experience Threshold**
BLOCK-1 (315MVA, 400kV/33-33kV Power Transformers)	**200MVA or higher**
BLOCK-2 (250MVA, 400kV/33-33kV Power Transformers)	**200MVA or higher**
BLOCK-3 (160MVA, 220kV/33-33kV Power Transformers)	**100MVA or higher**
BLOCK-4 (125MVA, 220kV/33kV Power Transformers)	**100MVA or higher**
BLOCK-5 (100MVA, 220kV/33kV Power Transformers)	**100MVA or higher**

Notes for 1.0: -

a. Equipment designed by the Bidder by itself or through its collaborator/associate for reference plant, shall also be considered for meeting the requirement of design.

b. Bidder shall submit the certificate of supply and successful operation from the Owner.

c. In case the award for the reference works has been received by the Bidder either directly from owner of plant/substation or any other intermediary organization, a certificate from such owner of plant/substation or the intermediary organization shall be required to be furnished by the Bidder along with its techno-commercial bid in support of its claim of meeting requirement stipulated above. Certificate from the owner of the plant/substation shall also be furnished by the Bidder for the successful operation of the reference plant/substation.

d. Bidder shall submit the valid third-party accreditation certificate for in-house Testing Facilities/Laboratory for Routine and type test.

e. Short circuit Test Report from an Internationally accredited Short circuit Testing laboratory/KEMA/ NHPTL/CPRI shall only be accepted.

2.0 FINANCIAL CRITERIA

2.1 The average annual turnover (AATO) of the bidder on standalone basis, in the preceding three (03) financial years as on the date of techno-commercial bid opening **should not be less than* the Minimum Average Annual Turnover applicable for the Block(s)/combination of Blocks quoted by the Bidder, as stipulated in the table below**:

Sl. No.	Combination of Blocks Bid For	Minimum Average Annual Turnover Required
1	Block-1	**INR 165 Crore** **(Indian Rupees One Hundred and Sixty-Five Crore Only)**
2	Block-2	**INR 86 Crore** **(Indian Rupees Eighty-Six Crore Only)**
3	Block-3	**INR 235 Crore** **(Indian Rupees Two Hundred and Thirty-Five Crore Only)**

4	Block-4	**INR 151 Crore** **(Indian Rupees One Hundred and Fifty-One Crore Only)**
5	Block-5	**INR 71 Crore** **(Indian Rupees Seventy-One Crore Only)**
6	Block-1 + Block-2	**INR 251 Crore** **(Indian Rupees Two Hundred and Fifty-One Crore Only)**
7	Block-1 + Block-3	**INR 400 Crore** **(Indian Rupees Four Hundred Crore Only)**
8	Block-1 + Block-4	**INR 316 Crore** **(Indian Rupees Three Hundred and Sixteen Crore Only)**
9	Block-1 + Block-5	**INR 236 Crore** **(Indian Rupees Two Hundred and Thirty-Six Crore Only)**
10	Block-2 + Block-3	**INR 321 Crore** **(Indian Rupees Three Hundred and Twenty-One Crore Only)**
11	Block-2 + Block-4	**INR 237 Crore** **(Indian Rupees Two Hundred and Thirty-Seven Crore Only)**
12	Block-2 + Block-5	**INR 157 Crore** **(Indian Rupees One Hundred and Fifty-Seven Crore Only)**

13	Block-3 + Block-4	**INR 386 Crore** **(Indian Rupees Three Hundred and Eighty-Six Crore Only)**
14	Block-3 + Block-5	**INR 306 Crore** **(Indian Rupees Three Hundred and Six Crore Only)**
15	Block-4 + Block-5	**INR 222 Crore** **(Indian Rupees Two Hundred and Twenty-Two Crore Only)**
16	Block-1 + Block-2 + Block-3	**INR 486 Crore** **(Indian Rupees Four Hundred and Eighty-Six Crore Only)**
17	Block-1 + Block-2 + Block-4	**INR 402 Crore** **(Indian Rupees Four Hundred and Two Crore Only)**
18	Block-1 + Block-2 + Block-5	**INR 322 Crore** **(Indian Rupees Three Hundred and Twenty-Two Crore Only)**
19	Block-1 + Block-3 + Block-4	**INR 551 Crore** **(Indian Rupees Five Hundred and Fifty-One Crore Only)**
20	Block-1 + Block-3 + Block-5	**INR 471 Crore** **(Indian Rupees Four Hundred and Seventy-One Crore Only)**
21	Block-1 + Block-4 + Block-5	**INR 387 Crore** **(Indian Rupees Three Hundred and Eighty-Seven Crore Only)**

22	Block-2 + Block-3 + Block-4	**INR 472 Crore** **(Indian Rupees Four Hundred and Seventy-Two Crore Only)**
23	Block-2 + Block-3 + Block-5	**INR 392 Crore** **(Indian Rupees Three Hundred and Ninety-Two Crore Only)**
24	Block-2 + Block-4 + Block-5	**INR 308 Crore** **(Indian Rupees Three Hundred and Eight Crore Only)**
25	Block-3 + Block-4 + Block-5	**INR 457 Crore** **(Indian Rupees Four Hundred and Fifty-Seven Crore Only)**
26	Block-1 + Block-2 + Block-3 + Block-4	**INR 637 Crore** **(Indian Rupees Six Hundred and Thirty-Seven Crore Only)**
27	Block-1 + Block-2 + Block-3 + Block-5	**INR 557 Crore** **(Indian Rupees Five Hundred and Fifty-Seven Crore Only)**
28	Block-1 + Block-2 + Block-4 + Block-5	**INR 473 Crore** **(Indian Rupees Four Hundred and Seventy-Three Crore Only)**
29	Block-1 + Block-3 + Block-4 + Block-5	**INR 622 Crore** **(Indian Rupees Six Hundred and Twenty-Two Crore Only)**
30	Block-2 + Block-3 + Block-4 + Block-5	**INR 543 Crore** **(Indian Rupees Five Hundred and Forty-Three Crore Only)**

31	Block-1 + Block-2 + Block-3 + Block-4 + Block-5	**INR 708 Crore** **(Indian Rupees Seven Hundred and Eight Crore Only)**

** Subject to Note g. of Clause 2.0*

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.

2.2 (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) shall not be 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 Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (one hundred percent) 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 capital.

Net worth in combined manner shall be calculated as follows:

Net worth (combined) = [(X1+X2+X3) / (Y1+Y2+Y3)] X 100

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

2.3 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be

considered acceptable provided the Bidder furnishes the following documents for substantiation of its qualification:

(a) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.

(b) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Financial Statements of the Company.

In case 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 the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of three (03) consecutive financial years preceding the last financial year shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on the date of techno-commercial bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 2.0:

a. (i) 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.
(ii) 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.
b. 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.
c. For annual Turnover indicated in foreign currency, exchange rate as on seven (7) days prior to the Techno-Commercial bid opening shall be used.
d. “Holding Company” and “Subsidiary Company” shall have the meaning ascribed to them as per Companies Act 2013, as amended from time to time.
e. 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. f. 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: (i) 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. (ii) 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. g. The Bidder shall submit, along with its techno-commercial bid, a declaration in the relevant bid form attachment, indicating its order of preference for the quoted blocks to be considered for evaluation. For the purpose of financial evaluation, only those quoted Blocks for which the Bidder meets the Technical Criteria stipulated at Clause 1.0 shall be considered. Any quoted Block for which the Bidder does not meet the Technical Criteria shall be excluded from the declared order of preference, and the remaining Blocks shall retain their relative order of preference. The Block-wise minimum required Average Annual Turnover (AATO), as stipulated at Sl. No. 1 to 5 of the table under Clause 2.1, of the Blocks so considered shall be aggregated successively in the declared order of preference, till the cumulative value is less than or equal to the AATO of the Bidder (or of its Holding Company, where the Bidder qualifies through its Holding Company as per Clause 2.1). The Bidder shall be considered financially qualified only for the Blocks included within such cumulative value. Beyond that level, the Bidder's offers for the remaining Blocks shall not be considered for evaluation. In case the Bidder does not submit the declaration of order of preference, the Blocks quoted by it shall be considered in the ascending order of Block number (Block-1 to Block-5).
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 M/s ISN Electronic Tender Services (ETS) website https://www.bharat-electronictender.com (if not already registered). .
8.1	The bidder shall be mandatorily required to submit a copy of "**Non-Disclosure Agreement**" duly signed by the authorized signatory on ETS portal as per the format enclosed (as **Annexure – I to IFB**) along with this IFB to enable the Employer to authorize the Bidder for procurement of the Bidding Documents. In case of any non-compliance in submission of Non-

	Disclosure Agreement, authorization shall not be provided to the bidders for procurement of bidding documents.
8.2	**Interested bidders are required to submit duly signed NDA on ETS portal prior to closing of Bidding documents sale period to enable the employer for authorizing the bidder to download the bidding documents online from the ETS portal.** Issuance of Bid Documents to any Bidder shall not construe that such Bidder is considered to be qualified. The bids shall be submitted online. Bidder shall furnish Bid Security, Pass Phrases and Power of Attorney separately as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.
8.3	After registration with ETS and submission of duly signed NDA as above, a complete set of Bidding Documents may be downloaded by any interested Bidder from ETS Portal https://www.bharat-electronictender.com with Tender Search Code - NTPCREL-2026-TN000045. *Interested bidders are required to ensure that they have downloaded the official copy of bidding documents against Tender Search code- NTPCREL-2026-TN000045 from website of ETS before closure of Bid Sale Period. For technical assistance, interested parties may call ETS Helpdesk at +91-124-4229071, +91-124-4229072.* ***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.
11.0	**ADDRESS FOR COMMUNICATION**

Addl. General Manager (C&M) / DGM (C&M)
Contracts Services
NTPC Renewable Energy Limited
4th Floor, NETRA Building
E-3, Ecotech-II, Udyog Vihar, Greater Noida
Gautam Buddha Nagar, Uttar Pradesh, India, Pin – 201306

Telephone No. +91-9493547039,
E-Mail: matamlathamma@ntpc.co.in / vishaljain@ntpc.co.in

Registered Office of Employer:
NTPC Renewable Energy Limited
NTPC Bhawan, SCOPE Complex,
7 Institutional Area, Lodhi Road,
New Delhi – 110003
Corporate Identification Number: U40107DL2020GOI371032, Website: www.ntpcrel.co.in

BULK PROCUREMENT OF POWER TRANSFORMERS FOR RENEWABLE ENERGY PROJECTS OF NTPC RENEWABLE ENERGY LIMITED

Bid document no. NRE-CS-5851-004(BULKTRF1)-9

Annexure-I to IFB

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

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

WHEREAS:

A. NTPC REL envisages to invite tender for the package **BULK PROCUREMENT OF POWER TRANSFORMERS FOR RENEWABLE ENERGY PROJECTS OF NTPC RENEWABLE ENERGY LIMITED** vide IFB No. NRE-CS-5851-004(BULKTRF1)-9 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 GOI and any other local or other authority, agency or statutory body exercising powers conferred by Laws;

1.5 “Laws” means all laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, policies, guidelines, directions, directives, decision, decrees and orders of any Governmental Instrumentality having the force of law.

1.6 “Materials” means the part of any tangible media upon or within which any part of the Confidential Information is recorded or reproduced in any form and shall include any storage device which forms a part of computer hardware.

1.7 “Person” includes any natural person, firm, company, Governmental Authority, joint venture, association, partnership or other entity (whether or not having separate legal personality).

1.8 “Receiving Party” has the meaning ascribed to it in Recital C.

1.9 “Representatives” has the meaning ascribed to it in Clause 3 (a).

2. Confidential Information

2.1 “Confidential Information” means information which is legally owned and possessed by the Disclosing Party and which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure, in whatever form or media, imparted or disclosed by the Disclosing Party to the Receiving Party, in writing or by any other medium upon the execution of this Agreement or during the course of the discussions on the Evaluation. Confidential Information includes information:

a) relating to the Disclosing Party's business, corporate policies, strategies, operations, finances, employees, plans or opportunities and commercial information including profitability information and charts and the identity of, or particulars about, the Disclosing Party, marked identified as confidential, restricted, secret or proprietary at the time of disclosure during the discussions on the Evaluation;

b) the fact that the discussions referred to herein are taking place, and all notes, extracts, compilations or Materials or media, which are copies of or derivative works of the Confidential Information.

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

6. Compliance with Law

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

7. Entire Agreement:

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

8. Amendments:

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

9. Waiver:

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

10. Notice

10.1Any 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:

BULK PROCUREMENT OF POWER TRANSFORMERS FOR RENEWABLE ENERGY PROJECTS OF NTPC RENEWABLE ENERGY LIMITED

Bid document no. NRE-CS-5851-004(BULKTRF1)-9

To: ……(Name of Company)
Attn: ……..
Address: ……..
Phone: ……

To: NTPC Renewable Energy Limited
Registered Address: NTPC Limited, Core 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi-110003

10.2Any 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.
10.3Any 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).

11.0Severability:
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.

12.0Governing 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.

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SIGNED and DELIVERED by

…… (Name of Company)
in the presence of

……

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SIGNED and DELIVERED
by NTPC Renewable Energy Ltd
in the presence of

LATHAMMA MATAM
Digitally signed by LATHAMMA MATAM
Date: 2026.11.16 11:12:43 +05'30'

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