

**REQUEST FOR SELECTION DOCUMENT**

**FOR**

**SELECTION OF HYBRID POWER GENERATORS  
FOR  
SUPPLY OF 1200 MW POWER ISTS-CONNECTED  
WIND-SOLAR HYBRID POWER PROJECTS  
ANYWHERE IN INDIA (**

**(RfS No.: NTPC/RE-CS/2024-25/HYBRID-01)  
Tender Search Code (TSC):- NTPC-2024-TN000009**

**ISSUED BY:**

**NTPC Limited**

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**NOTES:**

1. Though adequate care has been taken while preparing the Request for Selection (RfS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately within ten days from the date of issue of the RfS documents on the website of <https://www.bharat-electronictender.com>.
2. NTPC Limited (NTPC) reserves the right to modify, amend or supplement this RfS document.
3. Though this RfS document has been prepared in good faith, neither NTPC nor its employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS document, even if any loss or damage is caused by any act or omission on their part.

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## **Section 1**

### **Introduction**

## INTRODUCTION

- 1.0 NTPC Limited (hereinafter called NTPC) intends to procure Wind-Solar Hybrid power from ISTS connected Wind-Solar Hybrid Power Projects anywhere in India up to capacity of 1200 MW through Competitive Bidding Process (conducted online followed by reverse auction). After conclusion of bidding process NTPC shall enter into Power Purchase Agreement (PPA) with the selected Bidders, based on this RfS for purchase of Hybrid power for a period of 25 years from the Scheduled Commencement of Supply Date (SCSD) of the project based on the terms, conditions and provisions of the RfS and PPA.
- 1.1 This document is for selection of Hybrid Power Generators (HPGs) for Supply of 1200 MW Power from ISTS connected Wind-Solar Hybrid Power Projects on the land to be identified & arranged by the HPGs anywhere in India. The Wind-solar hybrid power produced by the selected HPGs from their respective Power Projects, will be purchased by NTPC and would be sold to the End Procurer(s) through back-to-back Power Sale Agreement (PSAs).
- 1.2 NTPC invites the bidders to participate in the RfS for Selection of Hybrid Power Generators for supply of 1200 MW Hybrid Power from ISTS connected Wind-Solar Hybrid Power Projects with or without energy storage system (ESS) anywhere in India on Build-Own-Operate (BOO) basis. ESS charged using a source other than Wind-Solar Hybrid power would not qualify as Hybrid power.

The Hybrid power projects already under construction or yet to be commissioned or commissioned but do not having long-terms PPA with any agency and selling Hybrid power on short term or merchant basis may also be considered for the selection under this tender subject to the condition that these projects have not been accepted under any State or Central Scheme and also do not have obligation to sell the power to any beneficiaries and they are in compliance with provisions of this RfS documents.

In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD).

A partial capacity of Wind-solar Hybrid Power Plants for which PPA has not been signed can also be offered by the bidder subject to meeting minimum offered capacity requirement of 50 MW.

- 1.3 Under this RfS, the minimum bid capacity shall be 50 MW and in multiples of 10 MW thereafter. A bidder shall be allowed to bid for Individual minimum project size of 50 MW at one site. The solar and wind projects of the Hybrid project may be located at same or different locations. Further, the rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity. The maximum capacity to be allotted to a single bidder shall be 600 MW. Accordingly, the cumulative capacity offered by a bidder should not exceed 600 MW.
- 1.4 The bidders will be short-listed by the process of e-bidding (**Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid**) to be followed by reverse auction process for selection of bidders. E- bidding is a new methodology

for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, NTPC Ltd. is using the portal <https://www.bharat-electronictender.com> (i.e. **ETS Portal**) of M/s ISN Electronic Tender Services Ltd. The portal is also referred to as Electronic Tender System<sup>®</sup> (ETS).

## **Section 2**

### **Definitions**

## **Definitions**

### **2.0 Definitions**

Following terms used in the documents will carry the meaning and interpretations as described below:

**“Act” or “Electricity Act, 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

**“Affiliate”** shall mean a Company that, directly or indirectly, Controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;

**“Applicable Tariff”** shall be the quoted Tariff by the selected Power Generators.

**“Appropriate Commission”** shall mean as defined in the PPA.

**“GENERAL NETWORK ACCESS (GNA)”** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022

**“Bidder”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

**“Bid” or “Proposal”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by NTPC.

**“Bidding Company”** shall refer to such single company that has submitted the response in accordance with the provisions of this RfS;

**“Bidding Consortium” or “Consortium”** shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement;

**“Bid Capacity”** shall mean contracted capacity of the Wind-Solar Hybrid Power Project(s) as proposed by the bidder

**“Buying Entity”** shall mean End Procurer as defined in the RfS, including a DISCOM that requires Wind-Solar Hybrid Power to fulfil its Solar and non-solar RPO under respective RPO regulations

**“Capacity Utilisation Factor” or “CUF”** shall have the same meaning as provided in CERC

(Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2024 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Capacity at the “Delivery / Inter-connection / Metering Point”;

In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ .

It may be noted that in the above illustration, the capacity ‘Y’ MW shall refer to the Contracted Capacity in terms of the PPA.

**“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;

*For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country*

**“Company”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable;

**“Control”** The control shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

**“Contracted Capacity”** shall mean the AC capacity in MW contracted with NTPC for supply of power by the HPG to NTPC at the Delivery Point from the Project, based on which the PPA executed with NTPC.

**“Commercial Operation Date”** shall mean the actual date of commissioning of the Project, as per IEGC-2023 provisions, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

**“Contract Year”** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31<sup>st</sup> March and thereafter each period of 12 months beginning on 1<sup>st</sup> April and ending on 31<sup>st</sup> March provided that:

- i. in the financial year in which SCSD would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSD and end on the immediately succeeding 31<sup>st</sup> March, and thereafter each period of 12 (Twelve) Months commencing on 1<sup>st</sup> April and ending on 31<sup>st</sup> March, and
- ii. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of the PPA.

**“CTU or Central Transmission Utility”** shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Electricity Act 2003;

**“End procurer”** shall mean the distribution licensee(s) / consuming entities / open access consumers

**“Financial Closure”** shall mean arrangements of necessary funds by the Power Generator either by way of commitments of funds by the company from its internal resources and / or tie up of funds through a bank / financial institution by way of sanction of a loan

**“Group Company”** of a Company shall mean:

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of the Company or;
- (ii) a Company in which the Company, directly or indirectly, holds 10% (tenpercent) or more of the paid up share capital of such Company or;
- (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the paid up share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, Private Equity Funds, scheduled bank, foreign institutional investor, non-banking financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

**“Inter-connection point /Delivery/Metering point”**

shall mean a single point or multiple points at 220kV or above where the power from the Hybrid Power Project is injected into the Inter State Transmission System (ISTS) (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document.-Metering shall be done at this interconnection point where the power will be injected into the ISTS i.e. the Delivery point-

The HPG shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as applicable, amended and revised from time to time.;

**“Intermediary Procurer”** shall mean an entity designated by Ministry of New and Renewable Energy, Government of India, or a State Government who shall aggregate the power purchased from different Hybrid Power Generators for sale to distribution licensee(s)/consuming entities/open access consumers. In such cases, the distribution licensee(s) / consuming entities / open access consumers shall be the “End Procurer” and the intermediary shall be” Intermediary Procurer”.

The Intermediary Procurer shall enter into a Power Purchase Agreement (PPA) with the Hybrid Power Generator(s) and also enter into a Power Sale Agreement (PSA) with the End Procurer. The PSA shall contain the relevant provisions of the PPA on a back-to-back basis.

As long as the Intermediary Procurer follows the TBCB Guidelines for procurement of hybrid

power, the End Procurer shall be deemed to have followed these Guidelines for procurement of hybrid power.

**“ISTS”** means Inter-State Transmission System

**“Joint Control”** shall refer to a situation where control is equally distributed among the interested parties.

**“Paid-up share capital”** shall mean Paid-up share capital as defined in Section-2 of the Companies Act, 2013.

**“Lead Member of the Bidding Consortium” or “Lead Member”**: There shall be only one Lead Member, having the shareholding more than 51% in the Bidding Consortium and cannot be changed till 3 year of the Commercial Operation Date (COD) of the Project;

**“Letter of Award” or “LOA”** shall mean the letter issued by NTPC Ltd (NTPC) to the Selected Bidder for award of the Project for Contracted Capacity.

**“Member in a Bidding Consortium” or “Member”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

**“Month”** shall mean a period of thirty (30) days from (and excluding) the date of the event, where specified, else a calendar month;

**“Parent”** shall mean a Company, which holds not less than 51% equity either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;

**“Part Commencement of Supply of Power”** Part Commencement of Supply of Power from the Project will be considered if all equipment as per acceptable project capacity less than contracted project capacity has been installed and energy has flown into grid;

**“PPA”** shall mean the Power Purchase Agreement signed between the successful Bidder and NTPC according to the terms and conditions of the standard PPA enclosed with this RfS.

**“PSA”** shall mean the Power Sale Agreement signed between NTPC and End Procurer(s) according to the terms and conditions of the standard PSA enclosed with this RfS.

**‘Procurer’** as the context may require, shall mean the distribution licensees, or the Authorized Representative(s), or an Intermediary Procurer

**“Project” or “Hybrid Power Project” or “Power Project”** shall mean the Solar PV and Wind Power generation facilities, where the rated power capacity of one resource (wind or solar PV) is at least 33% of the total Contracted Capacity, having a single point or separate points of injection into the grid at Interconnection/ Delivery/ Metering Point at CTU substation or in case of sharing of transmission lines, by separate injection at Pooling Point and having control systems and metering. The Project shall include all units/ modules and auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per the Power Purchase Agreement.

**“Project Capacity”** shall mean the maximum AC capacity at the delivery point that can be scheduled on which the Power Purchase Agreement shall be signed.

**“Project Company”** shall mean the Company incorporated by the Bidder as per The Companies Act, 1956 or the Companies Act, 2013 as applicable;

**“Project Commissioning”** the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid;

**“Project Financing Arrangements”** shall mean arrangement of necessary funds by the Power Generator either by way of commitment of funds by the company from internal resources and/or tie up of funds through a bank / financial institution by way of sanction of a loan;

**“Project Developer” or “Developer” or “Hybrid Power Developer (HPD)” or “Wind-Solar Hybrid Power Developer”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by NTPC (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with NTPC.

**“Hybrid Power Generator (HPG)”** shall refer to a generator or supplier of electricity generated through Wind-Solar Hybrid power Generating station with or without energy storage system. Further, the term “Hybrid Power Developer (HPD)” wherever used in RfS/PPA/PSA documents shall have same meaning as Hybrid Power Generator (HPG).

**“RfS” or “RfS Document” or “Bidding Document(s)” or “Tender Documents”** shall mean the “Request for Selection” document issued by NTPC including standard Power Purchase Agreement and standard Power Sale Agreement along with subsequent clarifications and amendments thereof, vide RfS No. NTPC/RE-CS/2024-25/HYBRID-01 dated 30.06.2024.

**‘RE Park’** shall refer to areas or parks developed, in accordance with the Guidelines issued by Central or State Governments, for setting-up of renewable energy power projects, including Solar-Wind Hybrid Power projects.

**“Scheduled Commencement-of-Supply Date (SCSD)”**: Scheduled Commencement-of-Supply Date (SCSD) in relation to the contracted capacity shall mean the date corresponding to the date of commencement of supply as indicated in the RfS.

**The Scheduled Commencement of Supply Date (SCSD)** shall be 24 (Twenty Four) months from the date of execution of PPA.

**“Selected Bidder or Successful Bidder”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

**“Solar PV Project” or “Solar Power Generating System/ Station”** shall mean the Solar Photo Voltaic power project that uses sunlight for direct conversion into electricity through Photo Voltaic technology;

**“STU or State Transmission Utility”** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section 1 of Section 39 of the Electricity Act 2003;

**“Trading Margin”** Shall mean margin payable towards the services provided by NTPC for sale of wind-solar hybrid power to End Procurer(s), which shall be Rs 0.07/kWh payable by the End Procurer to NTPC.;

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**“Ultimate Parent”** shall mean a company, which owns not less than fifty one percent (51%) of paid up share capital either directly or indirectly in the Parent and Affiliates.

**“Wind Power Project”** or “Wind Power Generating Systems/ Stations” means the wind power project that uses wind energy for conversion into electricity through wind turbine generator.

**“POOLING SUBSTATION/POOLING POINT”** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the HPG(s) to get connected to the ISTS substation. The voltage level for such common line shall be 220 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

**Section 3**

**Information**  
**and**  
**Instructions to Bidders**

### **Section 3**

#### **3.0 INFORMATION AND INSTRUCTIONS TO BIDDERS**

Cost of RfS Documents in **INR 22,500 (Indian Rupees Twenty Two Thousand Five Hundred only)**.

RfS document is available for download, free of cost from the website of ETS at <https://www.bharat-electronictender.com>. A link of the same is also available at [www.ntpc.com](http://www.ntpc.com). **However, official copy of RfS document can be downloaded only after submission of the cost of RfS document as mentioned above.** The cost of the RfS documents is required to be submitted along with GSTIN and Organization ID registered with ETS portal in the manner specified below. After registration, a complete set of RfS Documents may be downloaded by any interested Bidder from Portal <https://www.bharat-electronictender.com> with Tender Search Code NTPC-2024-TN000009 free of cost. **Interested parties are required to ensure that they have downloaded the official copy of RfS documents against Tender Search code- NTPC-2024-TN000009 from abovementioned website without which they will not be able to submit their bids.** For technical assistance call ETS Helpdesk at +91 124-4229071, +91 124-4229072.

Interested Bidders can pay for the cost of RfS documents as mentioned above in the form of Electronic transfer/NEFT Payments in the following account details of NTPC:

**Account No.: 52142904702**

**IFSC Code: SBIN0020511**

**MICR: 110002658**

**Name of the Bank: State Bank of India**

**Branch Code: 20511**

**Address: Scope Complex Lodhi Road Branch, Ground Floor, Core-6 Scope Complex, Delhi-110003**

**While carrying out online transfer, Bidders shall ensure to enter “Cost of RfS documents/Tender Fee – Tender No-Bidder Name” in the Text / Remarks / Reason field.** Bidder shall intimate the details of same through email to Employer as mentioned in this RfS requesting for access for download of the bidding documents in working hours between Monday to Friday.

**Bidder shall intimate the details of same through email to Employer and also upload the details on ETS portal (Technical Bid Part) in the following format:**

**Declaration for Payment of Cost of Bidding Document**

Tender Search Code:  
Bidder Name:  
ETS Portal Organization ID:  
UTR Reference:  
Amount:  
Date of Transfer:  
Transferor Bank:

(Signature of Bidder with Seal)

Note: - Interested bidders have to download the **OFFICIAL COPY** of RfS & other documents (Refer Annexure-4) after login into the ETS website by using the Login ID & Password provided by ETS during registration. If RfS documents are downloaded from ETS portal without confirmation or without generating official copy serial number, then the bidders will not be able to submit the bids. For further assistance, please contact ETS helpdesk at +91 124-4229071, 124-4229072.

**Transfer of RfS documents downloaded by one intending bidder to another is not permitted.**

**MSEs (Micro and Small Enterprises) having UDYAM registration only are exempted from submission of Cost of RfS Document, Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.**

### **3.1 Total Capacity Offered**

ISTS-connected Wind-Solar Hybrid Power Projects for aggregate capacity of **1200 MW**.

Selection of **Hybrid Power Generators (HPGs)** will be carried out through e-bidding process. The projects will be setup on the land to be identified & arranged by the bidders anywhere in India.

The interested Power Generators are required to participate in the Request for Selection (RfS) for setting up ISTS-connected Wind-Solar Hybrid Power Plants on Build-Own-Operate (B-O-O) basis.

- 3.1.1 NTPC invites the bidders to participate in the RfS for Selection of Hybrid Power Generators for supply of 1200 MW Hybrid Power from ISTS connected Wind-Solar Hybrid Power Projects with or without energy storage system (ESS) anywhere in India on Build-Own-Operate (BOO) basis. ESS charged using a source other than Wind-Solar Hybrid power would not qualify as Hybrid power. The Hybrid power projects already under construction or yet to be commissioned or commissioned but do not having long-terms PPA with any agency and selling Hybrid power on short term or merchant basis may also be considered for the selection under this tender subject to the condition that these projects have not been accepted under any State or Central Scheme and also do not have obligation to sell the power to any beneficiaries and they are in compliance with provisions of this RfS documents. In such case, they will be given the benefit of a longer period of PPA, commensurate to the duration between the actual date of commencement of supply of power and Scheduled Commencement of Supply Date (SCSD). A partial capacity of Wind-solar Hybrid Power Plants for which PPA has not been signed can also be offered by the bidder subject to meeting minimum offered capacity requirement of 50 MW.

### **3.2 Capacity of each Project**

Under this RfS, the minimum quantum of contracted capacity shall be 50 MW and in multiples of 10 MW thereafter subject to the condition that the rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity. The minimum quantum

of contracted capacity of each Project shall be **50 MW** and the aggregate quantum of contracted capacity of Wind- solar Hybrid projects selected through this RfS will be **1200 MW**. Further, the rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity. The maximum capacity to be allotted to a single bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be 600 MW (50% of the bid capacity).

. Project Capacity in MW is the contracted Capacity of the Power Project / Maximum Power Output (AC) from the Hybrid Power Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day. A bidder can offer projects at multiple location subject to each project has minimum contracted capacity of 50 MW. **However, Bidder shall quote a single tariff for entire of its projects' capacity offered.**

The HPGs shall demonstrate the rated capacities of each component separately at the input side of the Sub-Pooling Substation.

For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed subsequent to issuance of LoAs up to the deadline for Financial Closure as per clause no.-3.27 of the RfS, provided that any extension in SCSD on account of such change (s) in configuration shall not be granted.

It is further clarified that the criteria of a solar/wind component meeting minimum 33% of the Contracted Capacity of the Project will be examined based on the rated AC capacity declared by the bidder for the corresponding component of the Project.

For avoidance of any doubt, it is clarified that the rated capacities of both the solar and wind components shall be minimum 33 % of the total Contracted Capacity, in order to qualify the Project as a Hybrid Project under the Guidelines. For example, in case the Contracted Capacity of a Project is 100 MW, the rated capacities of both Wind and Solar components shall be minimum 33 MW each.

Bidder can offer Wind-Solar Hybrid Power Projects with or without energy storage system (ESS). ESS charged using a source other than Wind Solar Hybrid power would not qualify as Hybrid power.

Note: In the interest of utilizing the optimization potential offered by hybridization of the two components, the HPG is free to declare the rated Project capacity of the Hybrid Power Project irrespective of the rated capacities of the Solar and Wind project components, and the same shall be considered as the Project capacity of the Hybrid Power Project. The same Project capacity shall be entered in the Covering Letter and shall be considered as the Contracted Capacity under the PPA.

For avoidance of any doubt, it is hereby reiterated that the Project capacity of the Hybrid Project does not necessarily have to be the arithmetic sum of the rated installed capacity of the two components. However, the requirements as indicated above, regarding the minimum installed rated capacity of each of the components shall be strictly adhered to, failing which, the Project shall not be eligible for commencement of supply of power under the RfS.

### 3.3 Processing Fees

Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website <https://www.bharat-electronictender.com> along with a non-refundable processing fees through Electronic transfer/NEFT Payments in the account of NTPC as per details in the following Para:

Cumulative Project capacity quoted by bidder (Contracted Capacity)	Processing Fee
50 MW	Rs. 3 Lakh + Applicable GST@18%
Above 50 MW up to 100 MW	Rs. 5 Lakh + Applicable GST@18%
Above 100 MW up to 250 MW	Rs. 10 Lakh + Applicable GST@18%
Above 250 MW up to 500 MW	Rs. 20 Lakh + Applicable GST@18%
Above 500 MW	Rs. 30 Lakh + Applicable GST@18%

The copy of transfer receipt/electronic transfer receipt is to be submitted offline along with other documents at NTPC-RE office at Greater NOIDA before last date and time of submission of bids as per clause 3.12.4.1 of this RfS document.

A bidding Company/Consortium will be eligible to participate in the bidding process only on submission of RfS along with the Processing Fee.

The bidder is required to pay the Processing Fee including applicable GST which is presently applicable @18%.

Details of NTPC Account for Electronic transfer/NEFT Payments against Processing Fee as follows:

<b>Account No.</b>	<b>52142904702</b>
<b>IFSC Code</b>	<b>SBIN0020511</b>
<b>MICR</b>	<b>110002658</b>
<b>Name of the Bank</b>	<b>State Bank of India</b>
<b>Branch Code</b>	<b>20511</b>
<b>Address</b>	<b>Scope Complex Lodhi Road Branch, Ground Floor, Core-6 Scope Complex, Delhi-110003</b>

While carrying out online transfer, Bidders shall ensure to enter "Processing Fee – RfS No-Bidder Name" in the Text / Remarks / Reason field. Bidder shall intimate the details of payment of processing fees through email to Employer and also upload the details on ETS portal (Technical Bid Part) in the following format:

<b>Declaration for Payment of Processing Fees</b>	
Tender Search Code:	
Bidder Name:	
UTR Reference:	
Amount:	

Date of Transfer: Transferor Bank:	(Signature of Bidder with Seal)
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**3.4 Critical Date Sheet for activities involved in the RfS (through e-biddingProcess):**

Registration and Downloading of RfS document Date & Timing	From <b>30.06.2024 to 23.07.2024</b>
Last date for receipt of queries on RfS from the prospective bidders and Pre- bid Conference Date and time Venue of Pre bid conference	On <b>24.07.2024 at 15:30 Hrs (IST)</b>  Online through MS Teams
Last date and Time for a) Online submission of bid and b) All documents as per Clause 3.15 physically at NTPC office, Greater Noida	On <b>07.08.2024 at 15:00 Hrs (IST)</b>
Technical Bid Opening Date & Time	On <b>07.08.2024 at 15:30 Hrs (IST)</b> onwards
Financial Bid Opening	Shall be intimated later
Date and time for start of ReverseAuction	To be intimated to all bidders separately.
Cost of RfS Documents in INR	INR 22,500

**3.5 Bidding for Hybrid Power Projects**

Bidders may submit online response to Request for Selection (RfS) for setting up of ISTS-connected Wind-Solar Hybrid Projects as per the terms & conditions of this RfS.

**3.6 Location of Hybrid Project**

- 3.6.1 The bidders are free to locate their Hybrid Project(s) anywhere in India on the land to be identified and purchased/leased by the bidder. The solar and wind projects of the Hybrid project may be located at same or different locations.
- 3.6.2 The bidder shall indicate the proposed location of the projects at the time of bid submission in Format-6.1.
- 3.6.3 The HPGs are free to change the Project location and/or Delivery Point upto the deadline for Financial Closure as per clause no.-3.27 of the RfS. The above change in Delivery Point shall be allowed by NTPC only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval from NTPC by the

HPG. Implications of any delay in obtaining connectivity and subsequently, commencement of supply of power on account of the above, will be borne by the HPG.

### **3.7 Number of Response to RfS by a Company**

3.7.1 Bidding Company, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit one single application in the prescribed format detailing all projects for which the bidder is submitting the application. Statement for the same is to be submitted as per Format for Disclosure (**Format – 6.8**).

### **3.8 QUALIFICATION REQUIREMENTS**

#### **A General Eligibility Criteria**

Bidders participating in the RfS will be required to meet the following eligibility criteria

**A.1** Bidder shall be a Company as defined.

**A.2** Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement.

**A.3** A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA. In case a Foreign Company is selected as the successful Bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, the clause no. A.7 mentioned below shall be applicable.

**A.4** In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

(i) Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

(ii) Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

(iii) “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

- (iv) "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
- i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium where any member of the consortium falls under any of the above.
- (v) "Beneficial owner" for the purposes of Clause A.4 (iii & iv) above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- (vi) In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 6.11 of the RfS.
- (vii) Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

**A.5** Limited Liability Partnership (LLPs) are not eligible for participation.

**A.6** A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.

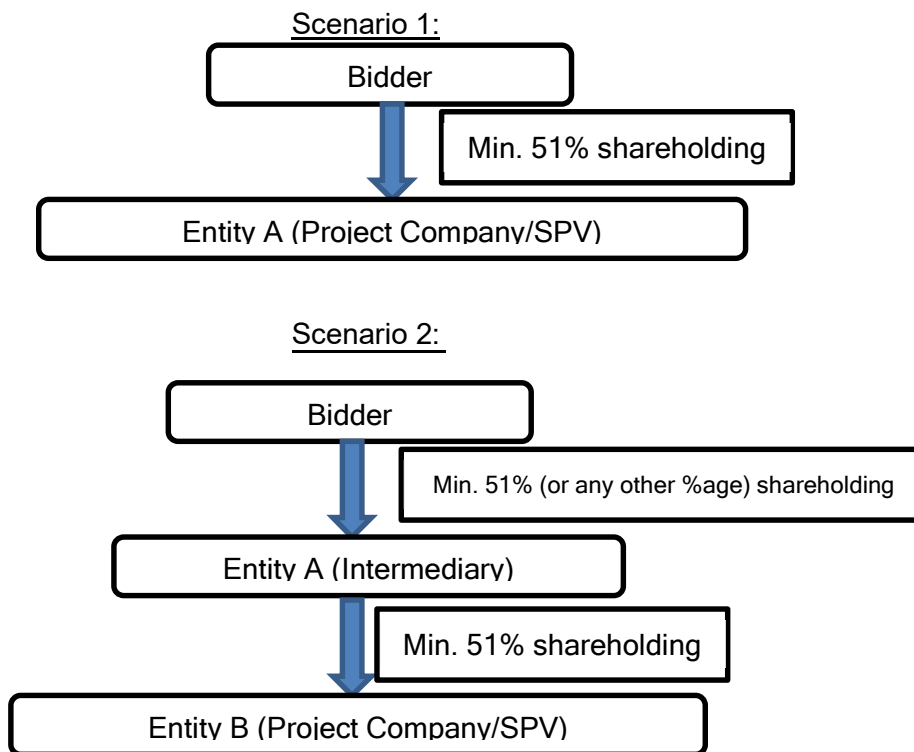
**A.7** Any consortium, if selected as Successful Bidder for the purpose of supply of power to NTPC, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of PPA with NTPC, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the SCSD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after SCSD with the permission of NTPC, subject to the condition that, the management control remains within the same group of companies.

**A.8 (a)** The Bidder or any of its Affiliates should not be a willful defaulter to any lender.

**(b)** As on last date of bid submission, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any Government Agency or Authority in India, the Government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.

The Bidder shall submit an undertaking to this effect as per format 6.6 A of RfS

**A.9** For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 3.8 A3 and A6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same.



As per the RfS conditions, only Scenario 1 is permissible in case of \_\_\_\_\_ projects being implemented by SPVs.

## **B Technical Eligibility Criteria**

- B.1** Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commencement of power supply from the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 6.9. The Bidder is required to undertake to meet the above criteria and furnish the undertaking in the prescribed Format 6.7 of RfS.
- B.2** NOT USED
- B.3** In order to ensure only quality systems are installed, and in order to bring-in advantage of latest development/Models, the type-certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) issued by MNRE as updated **until the scheduled commencement of supply date of the Projects** will be allowed for deployment under the RfS.
- B.4** The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of

Compulsory Registration) Order, 2019- Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Projects under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

**B.5** The wind power projects will be developed as per the Guidelines issued by the Government for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commencement of supply of power from the Project, will be followed.

**B.6** NOT USED.

**B.7** The Projects shall also comply with the criteria for power supply as detailed in the RfS.

## **C FINANCIAL ELIGIBILITY CRITERIA**

### **C.1 NET-WORTH**

- a. The Net Worth of the Bidder as on the last day of the preceding financial year or as on the day at least 7 days prior to the date of technical bid opening should be equal to or greater than INR 1.146 Crores/MW (INR 1,14,60,000/MW) of the quoted capacity..
- b. The net worth to be considered for the above purpose will be the cumulative net- worth of the Bidding Company or Consortium together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

### **C.2 LIQUIDITY**

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of **INR 61.54 Lakhs/ MW (INR 61,54,000/MW)** of the quoted capacity during the preceding financial year or as on the day at least 7 days prior to the date of technical bid opening. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 12.308 Lakhs/ MW (INR 12,30,800/MW)** of the

quoted capacity, as on the last date of preceding financial year, or as on the day at least 7 days prior to the bid submission deadline.

- c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 15.385 Lakhs/MW (INR 15,38,500/MW)** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

**C.3** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per C.1 and C.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

**C.4** For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

**C.5** A Company/ Consortium would be required to submit annual audited accounts for the preceding financial year or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

**C.6** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the

date of closing of the accounts for the respective financial year.

- C.7** In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause C.6 above.
- C.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 200 MW, then, total Net-Worth to be met by the Consortium is Rs. 1.146 Crores x 200 MW = Rs. 229.2 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 160.44 Crores and to be met by Consortium Member B would be Rs. 68.76 Crores. Similar methodology shall be followed for computation of liquidity requirement.

Note: Wherever applicable, audited accounts for the preceding Financial Year as on date of technical bid opening will be required to be submitted for meeting the qualification requirements. In case where audited results for the last financial year as on date of technical 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, then, audited annual accounts of Financial Year preceding the last Financial Year can be considered. 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 technical bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available..

### **3.9 Connectivity with the Grid**

#### **3.9.1 Connectivity with the Grid**

- i. The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the HPG shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage level for interconnection at the ISTS shall be 220 kV.
- ii. The responsibility of getting the ISTS connectivity shall entirely be of the HPG and shall be at the cost of the HPG, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the

- responsibility of the HPG at its own cost. In case an HPG is required to use InSTS to bring RE power at ISTS point, it may do so as per rule and regulations prescribed by the respective SERC in this regard. The maintenance of transmission system up to the Interconnection Point(s) shall be responsibility of the HPG, to be undertaken entirely at its cost and expense.
- iii. The arrangement of connectivity can be made by the HPG through a dedicated transmission line upto the Interconnection Point. The Metering Points, which are the points at which energy supplied to the Procurer shall be measured, shall be the low voltage side of the CTU / STU substation at which power is injected in the transmission system of CTU / STU. The entire cost of transmission including cost of construction of line, providing reactive power compensator etc. in line with the Working Committee Report (July 2022) of CEA, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point shall be paid by the HPGs/HPGs without any reimbursement by the Procurer. All expenses including transmission / wheeling charges (if any) and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the Procurer(s) as per the regulation notified by the Appropriate Commission from time to time.
- iv. The HPG shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022. The WTGs and Wind Project shall comply with all the technical requirements specified under Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, including subsequent amendment and clarifications issued thereto, as well as other Rules/Regulations issued by CERC/CEA and as amended from time to time. It is further clarified that the Entities (HPG and Buying Entity) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS, PPA and PSA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.
- v. The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:
3. Existing substations having available margin as indicated by the respective substation owner.
  - ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.
  3. Substations approved under the updated plan made available by the CTU on its website, <https://www.ctuil.in/renewable-energy>, subject to availability of requisite margin for grant of connectivity.
- Bids indicating substations outside the above three choices will be liable for rejection.
- vi. Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:
-

3. Acceptance of such an arrangement by CTU/ RLDC.
- ii. Energy injected by each Project will be recorded and jointly signed by respective HPGs and copies of the same will be submitted to NTPC/CTU as required.
3. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the STU/SLDC/RLDC/RLDC/ RPC concerned.
3. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the HPGs who share such a Pooling arrangement, based on their monthly generation.
- vii. The HPG shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of power from the Project as per the applicable regulation shall be the responsibility of the HPG and any financial implication on account thereof shall be borne by the HPG. In order to remove potential discrepancies and ambiguities, the HPGs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entities, as per the Regulations in force, under intimation to NTPC. NTPC may facilitate in identification of any discrepancy and assist the HPG for its early rectification without any liability on NTPC. The HPG shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- viii. Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by HPG as per provisions of PPA. Metering arrangement for the Project shall have to be adhered to in line with relevant provisions of the PPA.
- ix. Pursuant to Clause (v) above, the Buying Entities will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond the Delivery Point and up to the drawl point.
- x. The HPGs will be required to apply for connectivity at its identified substation(s), as mentioned in the Covering Letter (Format 6.1), within 30 days after the Effective Date of PPA, and shall furnish copies of the application, complete in all respect, to NTPC within 15 days of date of filing of application. HPG shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to NTPC.
- xi. The HPG has to follow the timelines mentioned in the GNA regulation with respect to connectivity. In case, connectivity has been revoked due to non-compliance of HPG, then the same may be considered as HPG's Event of Default and shall be dealt as per the provision of PPA.

In case the HPG fails to obtain the full/part connectivity at a Substation identified by the Bidder, after fulfilling the compliances, the same shall be immediately notified by the HPG to NTPC. In such case the HPG will be allowed for another 30 days for applying connectivity from the date of rejection by the CTU.

- xii. ISTS charges on transmission of power, including waiver for RE power, shall be applicable as per extant regulations. Government of India, from time to time, issues order for waiver of inter-state transmission system (ISTS) charges on transmission of RE power till a certain date.
- xiii. The Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto provides graded waiver on ISTS charges for the projects commissioned (CoD) up to 30.06.2028. In case the project gets commissioned as per the timelines, the transmission charges (as per grading or otherwise) shall be borne by the “End Procurer(s)” or “Buying Utility” or “Discoms. NTPC shall bear no liability with respect to transmission charges levied, if any.

### **3.10 Capacity Utilization Factor (CUF)**

The Bidders will declare the annual Capacity Utilisation Factor (CUF) of the Projects at the time of submission of response to RfS. The HPGs will be allowed to revise the same once within first three years after SCSD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared/revised annual CUF shall in no case be less than 30%. Calculation of CUF will be on yearly basis from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of next year. HPG shall maintain energy supply so as to achieve annual supply corresponding to annual CUF not less than 90% of the declared/revised value (i.e. Minimum CUF) and not more than 120% of the declared/revised CUF value (i.e. Maximum CUF), during the PPA duration of 25 years. The lower limit will, however, be relaxable by NTPC to the extent of non-availability of grid for evacuation which is beyond the control of the HPG.

For the first year of operation of the Project, the annual CUF shall be calculated after SCSD of the Project up to 31<sup>st</sup> March of Year ending on 31<sup>st</sup> March immediately after SCSD of the Project. Subsequently, calculation of CUF will be done every year from 1<sup>st</sup> April of the year to 31<sup>st</sup> March of next year. Similarly, for the last year of operation of the Project, the annual CUF shall be calculated for the complete calendar year before the expiry of the PPA. In case the project generates and supplies energy less than the energy corresponding to the minimum CUF, the HPG will be liable to pay to the Procurer, penalty for the shortfall in availability below such contracted CUF level. The amount of such penalty will be calculated @ one and half times of the PPA tariff for the shortfall in energy terms, in accordance with the terms of the PPA.

In case of availability of energy more than the maximum CUF specified, HPG will be free to sell it to any other entity provided first right of refusal will vest with the Procurer(s). The Procurer(s) shall provide refusal within 15 days from the receipts of the request, beyond which it would be considered as deemed refusal. In case the Procurer purchases the excess generation, the same may be done at the PPA tariff.

The HPG may also sell the power which was offered on day ahead basis to the procurer(s) (within maximum CUF) but not scheduled by the Procurer(s), to any third party or power exchange without requiring NOC from the Procurer(s).

### **3.11 Short-listing of Bidders for Opening of Financial Bids**

NTPC shall evaluate only those responses to RfS, which are submitted on-line on the earmarked website by the due date and time. The responses will be evaluated based on the Qualification Requirement and all the responses meeting the Qualification Requirements shall be considered for opening of their Financial Bid (first round tariff bid).

### **3.12 Selection of Hybrid Power Generators**

3.12.1 This sub-clause is not in use.

3.12.2 **The bidders will have to submit bids quoting a fixed levelled tariff for entire project duration of 25 years.** This will be the “First Round Tariff Bid” of the Bidder after which the shortlisted bidders shall be invited for the Reverse Bid Auction.

3.12.3 This sub-clause is not in use.

#### **3.12.4 Methodology for Selection of Hybrid Project Generators (HPGs): -**

The methodology to be adopted for selection of HPGs is mentioned below:

3.12.4.1 All the bidders will be required to submit online bids (e-bids) on the electronic platform of ETS. The bidders will be shortlisted by ‘Single Stage — Two Envelope’ bidding process followed by reverse auction among shortlisted bidders.

#### **Documents to be submitted Offline**

Following documents are to be submitted offline in a sealed envelope at NTPC-RE office at NETRA Building, Greater NOIDA on or before the end date and time of bid submission: -

- i. Instrument towards Processing Fee;
- ii. Bank Guarantee towards EMD (in original) (along with copy of SFMS)/ POI towards EMD as per **Clause 3.24 (i)** ;
- iii. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS
- iv. Pass-phrase of Technical and Financial Bids each sealed in separate envelopes

In case, aforesaid documents are not submitted before the end date and time of bid submission then bid shall be rejected and returned unopened.

#### **First Envelope (Technical Bid)**

In the first envelope the bidders will be required to submit the documents related to Qualifying Requirements and other required documents as mentioned at clause 3.15.

#### **Second Envelope (Financial Bid)**

In the second envelope bidders will be required to submit “first round tariff bid”.

Second Envelope (containing first round tariff bid) of only those bidders shall be opened who are found to be technically qualified. After evaluation of technical bid, if a bidder is found to be qualified for lower capacity of Projects than that applied, the Price quoted by the bidder (i.e. first round tariff) in the Second envelope will be considered valid for lower capacity of Projects and the bidder will have to accept the lower capacity of projects than

applied for, if found successful after closing of Reverse Auction. However, if a bidder is found to be qualified for less than 50 MW capacity as per qualifying requirement then they shall be considered disqualified for this tender.

#### **3.12.4.2 Reverse Auction**

##### **Intimation of Date and Time of Reverse Auction:**

At-least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by email to all bidders whose technical bids have been opened. However, from this advance intimation it shall not be construed by the bidders that they have been short-listed for Reverse Auction. Further at-least two hours before the schedule start time of reverse auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders who have been short-listed based on the criteria mentioned at **clause 3.12.4.3**. A separate email will also be issued by NTPC to shortlisted bidders informing the start time of reverse auction along with capacity of projects for which they are qualified.

Since the Reverse Auction will be conducted in a separate module at ETS platform, the bidders will be required to assign the reverse auction to Marketing Authority; complete all pre-requisite including payment of portal fee for participating in Reverse Auction, if any, and configure their system for participation in Reverse Auction in advance before commencement of Reverse Auction. On E-Reverse Auction overview page, the bidders are advised in their own interest To view their start price (which shall be same as their 'first round tariff' and displayed in Bidder's window as 'My Financial Bid Price') and the capacity of Projects for which they have been considered qualified (which will be displayed under Quantity). In case there is any discrepancy in the Start Price and the 'First Round Tariff' of any bidder, the same shall be immediately intimated to NTPC before start of Reverse Auction otherwise the Start Price will be considered final and binding on that bidder. A wrong and misleading intimation in this regard may lead to disqualification in further tendering process and award. Short-listed bidders for Reverse Auction will be able to login into the ETS platform of reverse action at least 15 minutes before the start time of reverse auction.

The bidders may note that the person who has been authorized to sign and submit the bid at the time of submission of Technical and Financial bid may only be authorized to participate in the Reverse Auction process on behalf of the bidder as any price submitted by the bidder during the Reverse Auction will be considered final and binding on that bidder as if it had been submitted initially in the Financial bid without requiring any further authentication from the bidder.

#### **3.12.4.3 Ranking and Short-listing of bidders for Reverse Auction:**

All those bidders who are found to be technically qualified, will be ranked according to the quoted first round tariff bid, with highest ranking (Rank 1) to that bidder who has quoted the lowest first round tariff bid and so on.

If the first round tariff bid is same for two or more bidders, then the bidder with higher net worth shall be given higher ranking. In case the net worth of bidders are also same, then relative ranking shall be decided through draw of lots.

Out of all qualified bidders, short-listing will be done for Reverse Auction as under:

**A. When cumulative capacity of technically qualified bidders > 1500 MW**

All the qualified bidders shall be invited for Reverse Auction other than the lowest ranked bidder based on First Round Tariff bid i.e. the bidder quoting the highest first round tariff (i.e. H1) subject to the condition that after removal of H1 bidder, the cumulative capacity remains greater than 1500 MW. In case, after removal of H1 bidder, the cumulative capacity of technically qualified bidders becomes less than or equal to 1500 MW than all the technically qualified bidders will participate in reverse auction.

**B. When cumulative capacity of technically qualified bidders <= 1500 MW**

All the technically qualified bidders will be shortlisted for Reverse Auction. However, in such case the offered capacity for award by NTPC as per Clause 3.1 shall stand reduced to 80% of the cumulative capacity of technically qualified bidders.

- 3.12.4.3.1 For the purpose of determination of the lowest Ranked bidder, if there is a tie among two or more bidders based on First Round Tariff Bid, the bidder with the lowest net worth among these bidders will be considered having lowest rank than the other bidder(s).

At the start of the reverse auction process, the first round tariff bid along with the qualified contracted capacity of Project(s) (lower of the applied capacity of projects or technically qualified for as per Financial criteria) of short-listed bidders shall be fed as their first quoted tariff and Project(s). The minimum decrement value for Reverse Auction is 0.01 INR i.e. one paisa.

Bidders can quote any value lower than their quoted tariff. However, no upward revision of quoted tariff will be allowed. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff by any number of decrements. Further, in Reverse Auction no revision in capacity of Project(s) for which a bidder is considered qualified after evaluation of technical bid is allowed. The bidder shall not have the option of changing the capacity of projects while quoting tariff.

The initial auction period will be of one (01) hour with a provision of auto extension by 08 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant.

At any stage of e-reverse auction process, the capacity quoted by the bidders will be categorized in following zones:

- (a) **Green Zone:** This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.
- (b) **Yellow Zone:** This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
- (c) **Red Zone:** This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instant.

In addition to above, if tariff is reduced by a bidder who is already in Green or Yellow Zone, in that case also the auto extension of reverse auction closing time shall be effected.

If no such change as described above is effected during the last 08 minutes of auction

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period or extended auction period, then the reverse auction process will automatically get closed.

During the reverse auction, the following information will be displayed in the bidder's bidding window:

1. His First Round Tariff Bid as their Start Price initially and there after last quoted price and capacity of Projects for which he is qualified,
2. The list of last quoted price (i.e., Last Bid Value) along with qualified capacity of projects of all bidders with their Pseudo Identities and their time of quote.

#### **3.12.4.4 Selection of Successful Bidders**

After the reverse auction is closed, bucket filling will be done based on the ranking of bidders and capacity of qualified Projects. The lowest quoting bidder will be allotted its qualified contracted capacity of Project(s) and then, next higher bidder will be allotted its qualified contracted capacity of Project(s) and so on, at their respective last quoted tariff till the offered contracted capacity of Projects is fully allotted. However, the allocation under the RfS will only be made to the bidders whose bid after reverse auction falls within a range of (and including) the lowest tariff + 2% of L1 tariff (hereinafter referred as the Range).

In case of tie among two or more bidders (i.e. their last quoted tariff being same), the resolution shall be done as under:

- i) The First Criterion shall be the time stamping of last tariff bid. The preference shall be given to that bidder who has quoted its last tariff bid earlier than other such bidders.
- ii) The Second Criterion shall be the evaluated net worth by NTPC. The bidder with higher evaluated net worth shall be given preference over other such bidders.

These criteria shall be applied in the sequence as mentioned above. If the tie still remains unresolved, the relative ranking of such bidders shall be decided through draw of lots at NTPC office at NETRA Building, Greater Noida on designated date and time among such bidders in the presence of their authorized representatives.

Further, if a bidder who has been invited for the reverse auction does not reduce its tariff bid or does not participate in the reverse auction for any reason whatsoever, its first round tariff bid shall be considered its final bid price in the reverse auction. The time stamping of all such bidders shall be the time of commencement of reverse auction.

In case the contracted capacity of Projects offered by last selected bidder is higher than the contracted capacity of Projects to be selected for meeting the cumulative contracted capacity of all the Projects under the RfS, the contracted capacity of Projects of last selected bidder shall be reduced so as to meet the cumulative contracted capacity of all the Projects to be selected under the RfS subject to the minimum reduced contracted capacity is not less than 50 MW.

In case the partial contracted capacity offered to the last Bidder after completion of the e-RA is lower than 50% of the total quoted contracted capacity by such Bidder, the Bidder shall have an option to refuse such offered partial contracted capacity, and the BG against EMD submitted by such Bidder shall be returned along with those of the unsuccessful Bidders.

In case the partial contracted capacity offered to the last Bidder after completion of the e-RA is greater than or equal to 50% of the total quoted contracted capacity by such Bidder, it shall be mandatory for the last Bidder to accept the partial contracted capacity offered against its quoted capacity. In case the last bidder refuses to accept such partial contracted capacity offered by NTPC, the Bank Guarantee against EMD submitted by such bidder shall be

encashed by NTPC.

Further, in case of allotment of partial contracted capacity to the bidder, the Rated capacities of respective components (installed capacities) will be reduced proportionately to maintain the Hybrid Power Configuration same as submitted by the bidder at the time of bid submission. A detailed reverse auction mechanism is enclosed at Annexure-5.

In all cases, NTPC decision regarding selection of bidders through Reverse Auction or otherwise based on First Round Tariff bid or annulment of tender process shall be final and binding on all participating bidders.

At the end of selection process, a Letter of Award (LoA) will be issued to the successful Bidders for each Project. However, PPA with the successful bidder shall be signed only after signing of Power Sale Agreement (PSA) with the end procurer and NTPC shall not be liable on any account for any delay / inability in signing of PSA and PPA. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.

In case NTPC is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, NTPC reserves the right to annul the bid process without any financial implications to any of the parties concerned. In all cases, NTPC's decision regarding selection of Bidder through Reverse Auction or other-wise based on tariff or annulment of tender process shall be final and binding on all participating Bidders.

#### **Note**

NTPC reserves the right to verify the documents furnished by the bidders at the time of submission of RfS including availability of the Net Worth and other Financial Criteria to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA.

Before signing the PPA, NTPC will ask the successful Bidder to furnish the Memorandum & Articles of Association of Project Company/Project Developer (highlighting the relevant provision of Power / Energy / Renewable Energy / Solar / Wind Energy Power Plant development) in case the same was not available in the Memorandum & Articles of Association of the Bidder at the time of submission of Bid. If at any stage it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any way then the EMD shall be forfeited and the agency shall be blacklisted for an appropriate period decided by NTPC.

### **3.13 Not Used**

### **3.14 Power Purchase Agreement (PPA)**

- a. Power Purchase Agreement (PPA) shall be signed between NTPC and successful bidders within 90 days of the date of issue of Letter of Award subject to signing of Power Sale Agreement (PSA) with the End Procurer(s) for identified capacity. A copy of Power Purchase Agreement to be executed between NTPC and the Selected Bidder(s) is enclosed at **Annexure – 3**. Separate PPA will be executed between NTPC and HPG for each Project. The successful bidder shall provide the project breakup for the cumulative capacity quoted, in the Covering Letter (Format 6.1) within 05 days of conclusion of Reverse Auction, subject to minimum capacity of each project shall not be less than 50 MW. The PPA shall be for a period of 25 years from the Scheduled Commencement of Supply Date (SCSD) of the project.

In addition to the above, the Successful Bidder shall also submit a detailed L-2 Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the

land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. NTPC shall provide the standard L-2 Schedule template to the Successful Bidder after the issuance of LoA.

- b. The Performance Bank Guarantee as per Clause 3.24 (ii) and success charge as per clause no. 3.24.3 shall be submitted by the HPG prior to signing of PPA. Before signing of PPA between NTPC and the HPGs, NTPC will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the HPGs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- c. Successful bidders will have to submit the required documents to NTPC within 70 days from the issuance of LoA or before signing of PPA, whichever is earlier. In case of delay in submission of documents beyond the 70 days as mentioned above, NTPC shall not be liable for delay in verification of documents and subsequent delay in signing of PPA.

Irrespective of the date of signing of PPA, the Effective Date of the PPA shall be the date as on 90<sup>th</sup> day from the date of issuance of LOA. In extraordinary cases of unavoidable delays on the part of NTPC in signing the PPAs, the Effective Date of the PPA shall then be the date of signing of PPA.

- d. Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the HPG and NTPC, will be executed by NTPC with the End Procurer(s) for sale of Hybrid power to End Procurer(s), with the End Procurer(s) assuming all the obligations of NTPC under the PPA. NTPC's obligation to HPG under the PPA shall also be on the back-to-back basis as provided in the PPA and the corresponding PSA.
- e. The HPGs will be free to operate their plants after the expiry of PPA period. The HPGs may upgrade and repower their project from time to time during the PPA duration at their own risk & cost, provided the minimum ratio of both the resources (wind & solar) shall be kept as per clause 3.2 of the RfS. However, NTPC will be obliged to buy power only within the Capacity Utilization Factor (CUF) range laid down in Power Purchase Agreement (PPA) i.e. within agreed energy quantum in PPA.
- f. The Generators would be free to sell any excess generation which is in excess of the quantum of power agreed to be supplied under the Power Purchase Agreement, from Scheduled Commencement of supply date either to NTPC or to sell it to any other entity, provided first right of refusal for offtake of such power will vest with the End Procurer(s). In case the End Procurer(s) refuses to buy such power, the right of refusal shall vest with NTPC. Such excess energy, if accepted by the End Procurer(s) /NTPC, may be purchased by NTPC at PPA tariff payable to power generators.
- g. The HPG may also sell the power which was offered on day ahead basis to NTPC/End procurer(s) (within maximum CUF) but not scheduled by the NTPC/End procurer(s), to any third party or power exchange without requiring NOC from the NTPC/ End procurer(s).
- h. **Deviation Settlement Mechanism (DSM):** For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. The DSM charges at the generator end shall be settled by the Hybrid Power Generator.
- i. Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the Hybrid Power Generator and NTPC.

### 3.15 Submission of Response to RfS by the Bidder

The bidder is requested to submit the following documents in originals to the under mentioned address in a Sealed Envelope before end date and time of submission of Bid.

*AGM (RE-CS) / DGM (RE-CS)*

**NTPC Limited**

*Renewable Energy - Contract Services,*

*4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,*

*Udyog Vihar, Greater Noida, Gautam Budh Nagar,*

*Uttar Pradesh, India, Pin – 201306*

**The envelope shall bear (Hybrid Power Project), the RfS No. and the words ‘DO NOT OPEN BEFORE’ (due date & time).**

1. Details of Processing Fee submitted through Electronic transfer/NEFT Payments of requisite amount
2. Bank Guarantee (along with copy of SFMS)/POI towards EMD as per **Format 6.3 A/6.3 A-1**.
3. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS
4. Pass-phrase of Technical and Financial Bids each sealed in separate envelopes.

The response to RfS shall be submitted electronically in the method specified as per Clause 3.19 on <https://www.bharat-electronictender.com> which should contain the following:

**A. First Envelope (Technical Bid):** - Bidders shall submit technical bid containing the scanned copy of following documents in SEQUENCE as mentioned below with index and page number duly mentioned on each page and in index: -

1. Covering Letter as per **Format 6.1**;
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by all the other Members of the Consortium shall be provided as per **Format 6.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) being a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Board Resolutions, as per **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder: :
  - a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;
  - b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium) and

- authorizing a person to execute the Consortium agreement;
- c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement and
  - d. Board Resolutions from Parent and /or Affiliate (whose credentials were used in the response to RfS) of the Bidding Company / any Member of the Bidding Consortium undertaking to invest the entire amount and submit the requisite Performance Bank Guarantee as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of Bidding Company / Member of the Bidding Consortium to make such investment and/or to submit the requisite Performance Bank Guarantee.
  - e. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the Bidding Company / respective Affiliate(s) / Lead Member and other member of the bidding Consortium undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.
4. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
  5. Financial Requirements as per **Format 6.6** as applicable and **Format 6.6 A, 6.6 B & 6.6 C (as applicable)**;
  6. Format for Technical Criteria as per **Format 6.7**;
  7. A disclosure statement as per **Format 6.8** regarding participation of any related companies in this bidding process;
  8. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.9**;
  9. Undertaking from the bidder in accordance with clause no. 3.24.2 of RfS, **Format 6.10**
  10. Acceptance of Attribute online on ETS portal regarding Compliance of all provisions of RfS document as per Format 6.13a for Certificate of Compliance
  11. Acceptance of the attribute online on ETS portal regarding compliance of Fraud Prevention Policy as per **Format 6.14**
  12. Checklist for Bank Guarantee as per **Appendix – A**;
  13. Memorandum & Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy / Wind Energy/Solar Power Plant development), Certificate of Incorporation (if applicable) of Bidding Company / all member companies

of Bidding Consortium along with shareholders rights and obligations filed with ROC. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.

At the time of submission of bid if the Bidder does not have the aforesaid relevant provision of Power / Energy / Renewable Energy / Solar Power Plant development in its existing Memorandum & Articles of Association, the same may be incorporated later in the Memorandum & Articles of Association of Project Company / Project Developer and submit the same to NTPC within 70 days from the date of issue of Letter of Award or before signing of PPA, whichever is earlier.

14. Bidder shall also provide shareholding pattern of the bidding company /consortium.

**B. Second Envelope (Financial Bid) (to be submitted on ETS Portal)**

**Bidders shall fill up the First Round Tariff Bid (in Rs/kWh) online in the Electronic Form-Financial Part at ETS Portal.** The bidders shall quote a single tariff for all the projects applied by them. The Bidder has to accept that the quoted first round tariff bid is valid for capacity of projects qualified for even if the capacity of projects qualified for is less than the capacity of projects quoted for.

First round tariff bid (in Rs/kWh) shall be quoted upto two places of decimal only. If first round tariff bid is offered with more than two digits after decimal, it shall be truncated and considered upto two places of decimal (in Rs/kwh).

**3.16** Wherever information has been sought in specified formats, the Bidders shall fill-in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format. Any document submitted in format other than that specified in this RfS document may call for rejection of bid.

**3.16.1 Modification of Bid**

The bidder may modify its bid prior to deadline of bid submission. For the purpose of evaluation, the last modified bid uploaded on ETS portal shall be considered as final submission.

**3.17 The Bidder should note that:**

- a. The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of **Clause 3.12**.
  - b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong/misleading statement or misrepresents facts in its response to RfS, in any manner whatsoever, NTPC reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the response to RfS submitted online with ETS portal.
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- c. If the event specified at 3.17 (b) above is discovered after the Effective Date of PPA, it shall be treated as “HPG Event of Default” under PPA and consequences as specified in PPA shall apply.
- d. Response submitted by the Bidder shall become the property of NTPC and NTPC shall have no obligation to return the same to the Bidder.
- e. All documents of the response to RfS submitted online must be digitally signed by the person authorised by their respective Boards on behalf of the Bidder as per **Format 6.4**.
- f. The response to RfS shall be submitted as mentioned in **Clause 3.15** above. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, NTPC reserves the right to seek additional information or clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- g. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- h. Response to RfS that are incomplete or do not substantially meet the requirements prescribed in this RfS, will be liable to rejection by NTPC.
- i. Response to RfS not submitted in the specified formats will be liable to rejection by NTPC.
- j. Bidders delaying in submission of additional information or clarifications sought by NTPC will be liable to rejection.
- k. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of NTPC of the obligation of the Bidder to furnish the said data/information unless the waiver is given in writing.
- l. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to RfS.
- m. All the information should be submitted in English language only. In case of foreign bidders having documents other than English language then all these documents shall be translated in English language by approved translator and shall be notarized by the Indian Consulate in that country.

### **3.18 Due Date**

Bidders should submit the response to RfS online on <https://www.bharat-electronictender.com> as per the schedule specified at **Clause 3.4** above. No offline or late bids will be allowed.

### **3.19 Method of Submission**

Detail instructions to be followed by the bidders for online submission of response to RfS is as stated at **Annexure - 4**.

### **3.20 Validity of the Response to RfS**

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred

Eighty (180) days from the technical bid opening date (“Bid Validity”). NTPC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. In exceptional circumstances, NTPC may solicit the Bidder's consent to an extension of the initial bid validity period. The request and responses thereto shall be made in writing by email or post or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request to extend the period of bid validity. In such case NTPC will not forfeit its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

### 3.21 Preparation cost

The Bidder shall be responsible for all the costs associated with preparation and submission of the response to RfS, attending training program and participation in discussions and attending pre-bid meeting(s), etc. NTPC shall not be responsible, in any way, for such costs, regardless of the conduct or outcome of the bid process.

### 3.22 Enquiries/Clarifications

#### a. Pre-Bid Meeting

- i. Clarifications/ Doubts, if any, on RfS document may be addressed to DGM (RE-CS) at the address mentioned below on or before the date as mentioned in the **Clause 3.4** above.
- ii. NTPC will make all efforts to respond to the same in the Pre Bid Conference to be held as per **Clause 3.4** above online through MS Teams. A compiled list of such questionnaire and NTPC's response will be uploaded in the website <https://www.bharat-electronictender.com>. Bidders are required to remain updated with the website. No separate reply/intimation will be given elsewhere. Verbal clarifications & information given by NTPC or their employees(s) or their representative(s) shall not be in any way binding on NTPC.
- iii. Enquiries/ clarifications may be sought by the Bidder in following format on emailID: [hemants@ntpc.co.in/](mailto:hemants@ntpc.co.in) [abhishekkumar02@ntpc.co.in](mailto:abhishekkumar02@ntpc.co.in):

Sl. no.	Clause no. of RfS	Provision of RfS	Query of bidder

The bidders are required to submit the queries in MS Word file also.

#### 3.22.1 Amendment to RfS Documents

At any time prior to the deadline for submission of bids, NTPC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the RfS documents. The amendment will be uploaded on the website <https://www.bharat-electronictender.com>. Bidders are required to remain updated with the website. No separate intimation will be given elsewhere. The amendment will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

#### 3.22.2 Clarification on Bids

During bid evaluation, NTPC may, at its discretion, ask the Bidder for a clarification of its bid.

The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

### **3.23 Right of NTPC to reject a Bid**

NTPC shall have the right to reject all price bids if the rates quoted are not aligned to the prevailing market prices.

Further, NTPC reserves the right to reject all or any of the response to RfS or cancel the tender or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the NTPC's action.

#### **3.23.1 Right of NTPC to reduce the Tendered Capacity**

The hybrid power produced by the selected HPGs from their respective Wind-Solar Hybrid Power Projects, will be purchased by NTPC and would be sold to the End Procurer(s) through back-to-back Power Sale Agreement (PSAs).

In case the PSAs are not signed for complete tendered quantity, then NTPC shall reserve the right to cancel the such balance quantity of tender for which PSA could not be signed.

### **3.24 Bank Guarantees**

The Bidder shall provide the following Bank Guarantees to NTPC from any of the Banks listed at Annexure - 2 in a phased manner as detailed hereunder:

- i) **Earnest Money Deposit (EMD) of Rs. 11.60 Lakh/MW of quoted contracted capacity of Hybrid Project** (INR 11,60,000 x Contracted Capacity of Hybrid project (MW) as quoted by bidder) in the form of Bank Guarantee (valid for a period of 120 days beyond the Bid Validity period mentioned at clause 3.20 of RfS i.e. **300 days** from technical bid opening date) as per **Format 6.3A**. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. Scanned copy of Bank Guarantee towards EMD is to be submitted along with response to RfS in First Envelope (Technical Bid). However, the Bank Guarantee towards EMD (in original) in a sealed envelope is to be submitted in NTPC-RE office at NETRA Building, Greater NOIDA on or before bid submission date and time. If a bidder extends the period of bid validity pursuant to clause 3.20 of RfS, the validity of EMD shall also be extended so that it remains valid for a period of 120 days beyond the Bid Validity.

In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para below:

The issuing bank shall intimate through their own official email id to e-mail id mentioned in RfS, a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids:

- a. The scanned copy of the BG.
- b. SFMS/ SWIFT message acknowledgement copy sent to NTPC / Employer's banker stating the date of sending

- c. An Undertaking from the Bank strictly as per format enclosed at Appendix to format 6.3 A of RfS.

SFMS / SWIFT message must be sent to the NTPC /Employer's bank, details of which are mentioned in RfS documents.

In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.

**Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by NTPC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 6.3 A-1 of the RfS, within the timelines as per Clause 3.24 (i) above, for the amount and validity period as per those Clause 3.24 (i) above.

Term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD".

The EMD of unsuccessful bidders shall be released within fifteen days of the completion of reverse auction process.

After issuance of LOA, validity of EMD by the successful bidders is required to be extended from time to time so that the same shall be valid for a period of 90 days beyond the date of PBG to be submitted as per clause no.-3.24 (ii).

ii) **Performance Guarantee**

**Performance Bank Guarantee (PBG) of Rs. 29.00 Lakh/MW of contracted capacity (INR 29,00,000 x Contracted Capacity of Hybrid project (MW) awarded) for each project as per Format 6.3 B, is to be submitted by the successful bidder to NTPC prior to signing of PPA (PPA signing date shall be intimated by NTPC). The due date for submission of PBG shall be the date as intimated by NTPC, which shall be at least fifteen (15) days prior to the signing of PPA. The PBG should be initially valid for a period of 07 (Seven) months beyond the SCSD. If any extension of SCSD is granted to the project, the PBG shall also be extended in such a way that it remains valid for 07 (seven) months beyond the extended SCSD. PBG shall be submitted for each project separately. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the HPG.**

The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of

the SPV, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

The selected Bidder for the Project selected based on this RfS is required to sign PPA with NTPC within the timeline as stipulated in Clause 3.14 of the RfS. In case, NTPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by NTPC from the Bank Guarantee available with NTPC (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

PBG (or alternatives provided thereto as per these Guidelines) shall be returned to the generator within 45 days of the SCSD the project. In case of commencement of supply of power from part capacity of the project, PBG corresponding to such part capacity should be released within 45 days.

**A. Payment on Order Instrument (POI):** As an alternative to submission of PBG as above, the HPG also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by NTPC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 6.3 C of the RfS, within the timelines as per Clause 3.24 (ii) A above, for the amount and validity period as per those Clause 3.24 (ii) A above. POI shall be submitted for each project separately.

On receipt and after verification of the Total Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI) in acceptable form, the earlier Bank Guarantee towards EMD would be returned to the Bidder.

*Note: In case any extension is given to the Project, the corresponding extension needs to be made in the validity of PBG/POI.*

The Bank Guarantee/POI has to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act. The Bank Guarantees/POI have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

Bank Guarantees issued by foreign branch of a Bank from bank list given in Annexure – 2 is to be endorsed by the Indian Branch of the same bank or State Bank of India.

In order to facilitate the Bidders to submit the Bank Guarantee/POI as per the prescribed format and in line with the requirements, check-list at Appendix – A has been attached.

Bidders are advised to take note of the above checklist while submitting the Bank Guarantees. Bidders have to submit the above check list duly filled in along with Bank Guarantee.

The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.

NTPC may release the Bank Guarantees submitted by a HPG as ‘Performance Bank Guarantee (PBG)’ if HPG is able to replace the same with "Payment on Order instrument"/Letter(s) of Undertaking from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC) to pay in case situation of default of HPG in terms of Power Purchase Agreement (PPA) arises. HPG can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the Procurer(s).”

All BGs/POIs except BG issued by a Bank outside India, shall be received from issuing Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:

Unified Treasury (BG Group)  
Administrative Building, NCPS, Dadri  
NTPC Limited,  
PO. Vidyut Nagar  
Distt: Gautam Budh Nagar,  
Uttar Pradesh- 201008

A BG issued by a Bank outside India need to be submitted by the Bidder directly to the employer as defined in RfS. The BG also needs to bear stamp duty of appropriate value applicable to the place in NTPC where BG is to be submitted. The BG may be got adjudicated by the employer from Collector of Stamps, within 3 months of arrival of BG in India. Expenses incurred in this regard shall be adjusted from the payment due to the contractor.

b) A soft copy of the BG is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank/ Insurance company.

### 3.24.1 Confirmation of BG towards EMD and PBG through Structured Financial Messaging System (SFMS)/SWIFT

While issuing the physical BG, the Bidder’s Bank shall also send electronic message to NTPC’s Beneficiary Bank whose details are provided below through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) :

i	Bank Name	ICICI Bank Limited
ii	Branch	CONNAUGHT PLACE BRANCH, New Delhi

iii	Bank Address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001
iv	IFSC Code	ICIC0000007

While submitting the Bank Guarantee, bidders shall also enclose copy of electronic message sent to the above beneficiary bank.

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NTPCBG (unique identifier)

**3.24.2 Payment Security Deposit:** As part of the Payment Security Mechanism as brought out in the PPA, the HPG will undertake to pay PSM Charges @Rs. 0.02/kWh to NTPC, by offering a commensurate discount in the monthly tariff payment being made by NTPC.

### 3.24.3 Success Charges

**3.24.3.1** The Selected Bidders shall have to pay Success Charges @ INR 1,00,000/MW (Indian Rupees One Lakh/MW) + 18% GST, corresponding to the contracted capacity awarded to NTPC towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, etc. prior to signing of PPA (PPA signing date shall be intimated by NTPC). The due date for payment of Success Charge shall be the date as intimated by NTPC, which shall be at the most seven (07) days prior to the signing of PPA. The payment has to be made by the HPG in the form of DD/ Pay Order / NEFT/ RTGS mode to NTPC. In case of modification in Contracted Capacity prior to signing of PPA, Success Charges will be calculated based on the revised value of the total Success Charges calculated @Rs. 1,00,000/MW + 18% GST of the revised Contracted Capacity.

**3.24.3.2** Any delay in depositing the said amount to NTPC as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, until (and including) the date of payment, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to NTPC. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated below). Further, balance amount to be paid shall attract Interest rate @ “[SBI 1-year MCLR as on 01st April of applicable year + 150 bps] per annum pro-rata basis.

### 3.25 Forfeiture of EMD

The EMD shall be forfeited in following cases:

- If the bidder / his representatives commit any fraud while competing for this contract pursuant to “Fraud Prevention Policy” of NTPC mentioned at its website;
- If the bidder withdraws or varies the bid during the validity of the bid;
- In case, NTPC offers to execute the PPA with the Selected Bidder and if the Selected Bidder

does not submit the requisite documents as per Clause 3.12.4.4 or does not execute the PPA, within the stipulated time period.

- d) If the bidder refuses to withdraw, without any cost to NTPC, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of the RfS Document;
- e) If the successful bidder fails to furnish required Performance Bank Guarantee/**Payment on Order Instrument** in accordance with **Clause 3.24 (ii)**;
- f) In case the bidder is disqualified from the bidding process in terms of Section 3 & 4 of Integrity Pact.
- g) if bidder does not accept the partial offered capacity in terms of clause 3.12.4.4

3.25.1 In case the successful bidder has submitted the Performance Bank Guarantee/**Payment on Order Instrument** and NTPC has returned the Bank Guarantee towards EMD prior to the signing of PPA pursuant to clause 3.24 (ii) and any of the condition of forfeiture of EMD as specified at 3.25 (a to g) occurs then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by NTPC from the Performance Bank Guarantee/**Payment on Order Instrument** towards forfeiture of EMD.

### **3.26 Minimum Paid up Share Capital to be held by the Promoter**

The Company developing the project shall provide the information about the Promoters and their shareholding in the Company to NTPC indicating the controlling shareholding at the stage of submission of RfS to NTPC.

The Successful bidder, if being a single company, shall ensure that its shareholding in the SPV/ project company executing the PPA shall not fall below 51% (fifty one per cent) at any time prior to 1 (one) year from the SCSD, except with the prior approval of NTPC. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) years from the SCSD, except with the prior approval of NTPC. Further, in case the successful bidder shall be itself executing the PPA, then it shall ensure its promoters shall not cede control of the bidding company/ consortium till 1 (one) year from the SCSD, except with the prior approval of NTPC. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to NTPC before signing of the PPA with NTPC.

Any change in the shareholding after the expiry of 1 (one) years from the SCSD can be undertaken under intimation to NTPC.

Transfer of controlling shareholding of the company developing the project within the same group of companies will however be allowed after SCSD with the permission of NTPC, subject to the condition that the management control remains within the same group of companies.

In the event the HPG is in default to the lender(s), lender(s) shall be entitled to undertake

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“Substitution of Promoter” in concurrence with the NTPC

The expression “control” shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

### **3.27 Financial Closure or Project Financing Arrangements**

- 3.27.1** The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/ extended SCSD. (For e.g. if SCSD of the Project is 25.11.2025, then scheduled Financial Closure date shall be 25.05.2025).
- 3.27.2** At the stage of Financial Closure, the HPGs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the HPG shall submit a certificate/ necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The HPG shall also submit details of all planned/ proposed solar PV modules, wind turbine generators (manufacturer, model number, datasheet), along with necessary purchase order/agreements for the Project.
- 3.27.3** In case of default in achieving above condition as may be applicable within the stipulated time, NTPC shall be entitled to encash PBG/POI and may remove the Project from the list of the selected Projects. An extension may however be considered, on the sole request of HPG, on advance payment of extension charges of INR 100/- per day per MW + applicable GST. This extension will not have an impact on the obligation of HPG to commence supply of power by the Scheduled Commencement of Supply Date of the Project. Subsequent to the completion of deadline for achieving financial closure, NTPC shall issue notices to the HPGs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective HPGs to either furnish the necessary documents or make the above mentioned payment of Rs. 100/MW/day + GST.

In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 7 days-NTPC shall encash the PBG/POI of the corresponding HPGs and may terminate the PPA for the corresponding Project. The amount of Rs. 100/MW/day + GST shall be paid by the HPGs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the HPG. In case of the HPG meeting the requirements of Financial Closure before the last date of such proposed delay period (for which extension charges have been paid), the remaining amount out of the deposited amount by the HPG shall be returned by NTPC. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the HPG without any interest and GST amount on achievement of successful commencement of power supply within the Scheduled Commencement of Supply Date, on pro-rata basis, based on the Contracted Capacity that has commenced supply of power as on Scheduled Commencement of Supply Date.

- 3.27.4** The HPG will have to submit the required documents to NTPC at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned

above, NTPC shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

### **3.28 COMMENCEMENT OF SUPPLY OF POWER:**

Project commissioning and declaration of Commercial Operation Date (COD) shall be governed by the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. It is clarified that NTPC shall bear no responsibility in declaration of commissioning/COD of the Project. NTPC's scope will be limited to verifying the installation of rated capacity(ies) of the Project, with respect to the committed Installed Capacity as part of the PPA. The date of onset of commercial offtake of power by NTPC/End Procurer(s) shall be determined as the date of commencement of power supply under the RfS/PPA. Prior to declaration of commencement power supply, the HPG shall submit Commissioning certificate for the corresponding Installed Capacity to NTPC as part of the requisite documents.

#### **3.28.1 Commencement of Supply Schedule:**

- (i) The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be within a period of **24 (twenty-four) months** from the date of execution of the PPA.
- (ii) It is presumed that the tariff will be adopted by the Appropriate Commission within Sixty (60) days of NTPC approaching the Appropriate Commission for adoption of tariff or within one hundred and twenty (120) days from the date of Power Sale Agreement (PSA), whichever is more. However, notwithstanding anything contained in this RfS, in case of any delay in adoption of tariff by the Appropriate Commission, within sixty (60) days of submission or One hundred twenty (120) days of PSA, whichever is more, the Procurer(s) shall grant appropriate extension of time in SCSD to the generators, corresponding to the delay [beyond 60 (sixty) days of submission or 120 (one hundred and twenty) days of PSA whichever is more] in adoption/ approval of tariff by the Appropriate Commission till the date of adoption/ approval by the Appropriate Commission.

#### **3.28.2 Part Commencement of power supply**

Part Commencement of supply of power from the Project shall be accepted by Procurer subject to the condition that the minimum capacity for acceptance of first part shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power. First part for acceptance of commencement of supply of power shall be at least 50 MW. The projects can further commence supply of power in parts of at least 10 MW capacity; with last part as the balance capacity.

However, the SCSD will not get altered due to part commencement of supply of power. Irrespective of dates of part or full commencement of supply of power, the PPA will remain in force for the period specified in the bid.

In case of part commencement of power supply under the PPA, it shall be mandatory to demonstrate commencement of power supply from both solar and wind capacities in proposed ratio on pro-rata basis, otherwise the Project shall not be considered to have commenced power supply under the PPA. In other words, it is clarified that commencement of supply of

power of a single component or having a composition lower than the above required percentage, shall not construe part-commencement of power supply from the Hybrid Project.

### 3.28.3 Early Commencement of Supply of Power –

a.) The HPG shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the HPG, and first right of refusal for offtake of such power will vest with the End Procurer. In case the End Procurer refuses to buy such power, the right of refusal shall vest with NTPC. In case NTPC/End Procurer agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff.

In case NTPC does not agree to purchase such energy, early part/full commencement of power supply shall still be allowed and the HPG will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by NTPC, whichever is earlier. Such intimation regarding consent to procure energy from early commencement of supply shall be provided by NTPC/ End Procurer within 15 days of receipt of the request being made by the HPG, beyond which it would be considered as deemed refusal.

b. In case of multiple project components and if one or more such component (wind or solar) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the Generator will be allowed to commence supply of power from such component which is ready outside the ambit of PPA. The generator shall give fifteen (15) days advance notice to both End Procurer(s) and NTPC regarding the advance commissioning of full or part capacity. The End Procurer(s) and NTPC shall give acceptance for availing such power within 15 days from the date of service of notice. In case both the End Procurer(s) and NTPC do not give their acceptance to purchase power within the stipulated period, the generator can sell the power to the extent not accepted by the End Procurer(s) and NTPC in the power exchanges or through bilateral arrangements.

In case the End Procurer(s)/ NTPC decides to buy such discrete component(s) power outside the PPA, the End Procurer(s) will be accorded priority in availing such power and such power shall be purchased at up to 75% of the PPA Tariff for the applicable Contract Year.

In case the End Procurer(s) procure such power through NTPC, trading margin of 7 paise/unit will be applicable on such power procurement and other terms and conditions of power procurement may be in reference of the PPA & PSA on back to back basis. The above scenario does not qualify under the provisions of Part/Early Commencement of power supply under the RfS, PPA and PSA. This is a special scenario wherein in case one or more project component is ready, the power supply from such component is not wasted. The above scenario will be applicable until the HPG is ready to commence power supply as per the provisions Clauses 3.28.1, 3.28.2 and 3.28.3 (a) of the RfS.

### 3.28.4 Delay in Commencement of supply of power beyond the SCSD shall involve penalties on the HPG, as detailed below:

(a) The maximum time period allowed for commencement of power supply from the full Project Capacity with applicable penalty, shall be limited to the date as on **6 months** from the SCSD or the extended SCSD (if applicable). In case of delay in commencement of power supply upto six ~~—(06) months from SCSD, as part of penalty, the PBG/POI shall be encashed on per day basis and~~

proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 240 MW capacity, if commencement of supply of power corresponding to 100 MW capacity is delayed by 18 days beyond the SCSD, then the liquidated damages shall be:  $PBG \text{ amount} \times (100/240) \times (18/180)$ . For the purpose of calculations of the penalties, 'month' shall be considered consisting of 30 days.

- (b) In case, the commencement of power supply is delayed beyond six (06) months from SCSD, the following shall be applicable:
1. The PPA/contracted capacity shall stand reduced to the Project Capacity that has commenced supply of power within the period of SCSD plus 6 (six) months and the PPA for the balance contracted capacity that has not commenced supply of power shall stand terminated.
  2. Not used

### **3.28.5 Delay in Commencement of power supply on Account of Delay in GNA Operationalization**

The responsibility of obtaining General Network Access (GNA) shall be of the End Procurer(s) prior to commencement of supply of power from the Project. For sale of power to NTPC from SCSD, the GNA is required to be obtained by the End Procurer(s). Subsequent to grant of connectivity, in case there is a delay in grant/operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at any Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the Project, and it is established that:

- (A) The HPG has complied with the complete application formalities as per Clause 3.9.1 above and as per the detailed procedure issued by the CTU,
- (B) The HPG has adhered to the applicable regulations/Procedures in this regard as notified by the CERC/CTU/CEA, and
- (C) The delay in grant of connectivity/GNA by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the HPG;

The above shall be treated as delays beyond the control of the HPG and SCSD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by NTPC.

In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the HPG, NTPC may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the HPG, extension requests under this clause shall be dealt by NTPC on case-to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.

Further, in case of delay in commencement of power supply on account of reasons solely attributable to the HPG, resulting in any liquidated damages/penalty levied on the End Procurer(s) including transmission charges under the GNA Regulations and/or applicable regulations as notified by CERC, such damages/penalty shall be passed on to the HPG.

- (i) In case of project components being located at multiple locations, and if one of such components (wind or solar PV) is ready for injection of power into the grid, but the remaining component is unable to commence supply of power, the HPG will be allowed for supply of power from such component which is ready without any financial implications/obligations on NTPC & End Procurer, and the HPG, at its sole discretion, may sell such power to any third party. However, following should be noted under this scenario:
- A. First right of refusal for such power shall vest with NTPC/End Procure, and if agreed by NTPC/End Procure, power procurement from individual component (Solar or Wind), such component will be undertaken outside the PPA at 75% of the PPA tariff. In case the same is procured through NTPC, trading margin of 7 paise/unit will be applicable on such power procurement.
  - B. The above scenario does not qualify under the provisions of Part/Early Commencement of supply of power under the RfS, PPA and PSA. This is a special scenario wherein in case a project component is ready, the generation from such component is not wasted.
  - C. The terms "SCSD" and "commissioning" as per the RfS, PPA and PSA will not be applicable for such component. Commissioning/injection of power from such component will be allowed only if the same is allowed as per the applicable regulations.
  - D. The above scenario will be applicable until the HPG is ready to commence supply of power from the Project as per the provisions of "Early and/or Part commencement of supply of power" from the Project.

### **3.29 Commercial Operation Date (CoD) and Commencement of Supply Date (CSD):**

Commercial Operation Date (COD) shall be the date declared by the generating station after undergoing a successful trial run as per IEGC grid code 2023 and amendments thereof, and subject to fulfilment of other conditions, if any, of the PPA. In the case of a generating station as a whole, the commercial operation date of the last unit of the generating station shall be considered as the COD of the generating station. Further, Commencement of Supply Date (CSD) shall be the date of commencement of supply of power of the contracted capacity. The following milestone dates may therefore be observed and may fall on separate dates:

a. **Interconnection with Grid:** This may be provided by the STU/ CTU/ DISCOM, on the request of the HPG, even if the Project is only partially ready, to facilitate testing and allow flow of power generated into the grid to avoid wastage of Power.

b. **Commissioning of the Project:** This will be on a date, when the project meets the criteria defined for project commissioning.

### **3.30 NOT APPLICABLE**

### **3.31 Corrupt or Fraudulent Practices:**

NTPC requires that Bidders, Hybrid Power Generators, etc. observe the highest standard of ethics during the development and operation of Hybrid Power Project(s). In pursuance of this policy, NTPC:

(a) defines, for the purposes of this provision, the terms set forth below as follows :

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the development and

- operation of Hybrid Power Project(s); and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or in the development and operation of Hybrid Power Project(s) to the detriment of NTPC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive NTPC of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question and the bid security of the bidder shall be forfeited;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the development and operation of Hybrid Power Project(s).

### **3.32 Fraud Prevention Policy:**

The Bidder along with its Affiliate/Group Company/associate/collaborators/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <http://www.ntpctender.com> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice. Compliance to the Fraud Prevention Policy as per format 6.14 enclosed with the RfS Document shall be furnished by the bidders by accepting the following attribute at e-tender portal:

**“Do you accept the Fraud Prevention Policy of NTPC?”**

Acceptance of above attribute shall be considered as Bidder's acceptance to all provisions of Fraud Prevention Policy of EMPLOYER displayed on its tender website <http://www.ntpctender.com>.

If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Bid shall be rejected and bid Security of the bidder shall be forfeited.

### **3.33 Contacting NTPC**

- a. Except for when NTPC has sought some clarification or additional information in writing from the bidder, no Bidder or his representative shall contact NTPC on any matter relating to its bid, from the time of the opening of bids to the time the LOA is issued.
- b. Any effort by a Bidder to influence NTPC decision during the evaluation process before LOA is issued to successful bidder(s) may result in rejection of the Bidder's bid.

### **3.34 Integrity Pact**

Employer has in place an Integrity Pact details of which are displayed on its Tender website <http://www.ntpctender.com>. The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Employer's tender website <http://www.ntpctender.com>

Bidders are required to unconditionally accept the "Integrity Pact (IP)" as per **format 6.12** to the Bidding Documents through acceptance of attribute on e-tender portal. Bidder's failure to comply with the aforesaid requirement regarding acceptance of provisions of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bids shall not be opened. It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular bidder, the Integrity Pact shall form part of the contract.

The following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:

**“Do you Commit to all the provisions of the Integrity Pact?”**

On Bidder's acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.

#### **Independent External Monitors (IEM)s :**

In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

The Independent External Monitor(s) (IEMs) as mentioned at NTPC tender website (<https://ntpctender.ntpc.co.in/>) under Integrity Pact tab have been appointed by NTPC, in terms of Integrity Pact (IP) which forms parts of the NTPC Tenders/Contracts.

The panel is authorized to examine/consider all references made to it under this tender. The bidder(s), in case of any dispute(s)/complaint(s) pertaining to this package may raise the issue either with the designed 'Nodal Officer' in NTPC or directly with the IEMs Address:

The IEMs' Secretariat  
Contract Services,  
6th Floor, EOC NTPC Limited  
A-8A, Sector-24,  
Noida (UP)-201301

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality. GM (RE) or his authorized representative shall be the Nodal Officer for necessary coordination in this regard.

**3.35** If the party, who has downloaded the RfS document, intends to transfer the documents to the proposed consortium who intends to submit its proposal in place of the original recipient,

it is permissible provided such party shall be one of the members of proposed consortium. In such event, the proposed consortium shall become the new recipient of the document and all terms and conditions of the document shall apply to the proposed consortium as if the documents were originally downloaded by them. Then lead member of that consortium can quote on behalf of consortium through the member of that consortium who has downloaded the RfS document, provided the person who is submitting the bid on ETS portal has been given the authorization to submit the bid against the tender as **per Format 6.4**.

**3.36** Parent, Affiliate or Ultimate Parent or any Group Company with which the bidding company/member of bidding consortium have direct or indirect relationship cannot bid separately in the same selection process in which the bidding company/member of bidding consortium is participating. In case it is found at any stage that this condition is violated, the response to RfS of all such parties will be rejected and if LOA has been issued or PPA has been signed, the same of all such agencies will be cancelled and the Bank Guarantees of all such agencies will be encashed.

### **3.37 Ineligibility for Participation in Retenders**

Notwithstanding the provisions specified in clause 3.25, if a bidder after having been issued the Letter of Award either does not sign the PPA pursuant to Clause 3.14 or does not submit acceptable Performance Bank Guarantees pursuant to Clause 3.24 and which result in retendering of the package, then such bidder shall be treated ineligible for participation in re-tendering of this particular selection process.

## **Section 4**

### **EVALUATION CRITERIA**

## Section 4

### **4.0 EVALUATION CRITERIA**

***The evaluation process comprises of the following three steps:***

1. Step I — Responsiveness check
2. Step II — Bid evaluation
3. Step III - Reverse Auction

#### **4.1 Step I - Responsiveness check**

The electronic response to RfS submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Response to RfS not submitted by the due date and time.
- ii) Response to RfS submitted by a Bidding Consortium not including the requisite Consortium Agreement signed by all members
- iii) Response to RfS having Conflict of Interest
- iv) Non submission or incomplete submission of any or all of the requisitedocuments mentioned at **Clause 3.15**.
- v) In addition to above, any relevant document required as per RfS not submitted in prescribed format

The determination of a bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by NTPC, and may not subsequently be made responsive by the Bidder by correction of the non-conformity or rectifying the cause for Non-responsive, However NTPC may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any bidder, Non– responsive bids will be liable for rejection by NTPC. The EMD submitted against such Non-responsive bids shall be returned to the bidders.

#### **4.2 Step II - Bid evaluation**

Bid evaluation will be carried out considering the information furnished by Bidders as prescribed under Section 6 - Formats. This step would involve evaluation of the response to RfS of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this RfS. First the evaluation of technical bid will be done. Then the financial bid (first round tariff bid) of all the qualified bidders will be opened.

After that Reverse Auction shall be conducted online for which all short-listed bidders as per methodology mentioned in **Section-3** shall be invited to participate.

#### **4.3 Step III – Reverse Auction**

The reverse auction shall be conducted on the website <https://www.bharat-electronictender.com> as per detailed methodology mentioned in Section-3.

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At the end of selection process, a **Letter of Award (LoA)** will be issued to the successful Bidders for each Project. However, PPA with the successful bidder shall be signed only after signing of Power Sale Agreement (PSA) with the end procurer and NTPC shall not be liable on any account for any delay / inability in signing of PSA and PPA.

- 4.4** At any stage of the bidding process if a bidder is found to be qualified or successful for less capacity of Projects than applied for, in such cases following provisions shall apply:
- i) EMD shall not be refunded for excess project(s) applied for, until the selection process is completed or annulled or tender is cancelled or Performance Bank Guarantee is received and verified in terms of clause 3.24(ii). No such request for refund of EMD shall be entertained.
  - ii) Even if the bidder is selected for less capacity of projects than initially applied for, EMD shall be refunded only after submission and acceptance of applicable Performance Bank Guarantee.

## **Section 5**

### **OTHER PROVISIONS**

## **Section 5**

### **5.0 OTHER PROVISIONS**

Obtaining all clearances, permits, licenses including arrangement of land and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the Generator and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc. The Hybrid Power Generators are required to obtain necessary clearances and permits as required for setting up the Hybrid Power Projects, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project
- c. HPGs should apply for necessary MoD clearances for all WTGs proposed to be installed in the project within 90 days of Effective Date of PPAs or 30 days from the date of possession of the land identified for the Project, whichever is later.
- d. Responsibility for getting ISTS connectivity & getting General Network Access (GNA) for the Project.
- e. In case of Projects being set up in the States of Gujarat & Rajasthan, the HPG shall abide by applicable Supreme Court Order and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
- f. Any other clearances as may be legally required, in order to establish and operate the Project

The above clearances, as applicable for the Project, shall be required to be submitted to NTPC prior to commencement of power supply from the Project, if sought by NTPC. In case of any of the clearances as indicated above being not applicable for the said Project, the HPG shall submit an undertaking in this regard, and it shall be deemed that the HPG has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the HPG. The HPG shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The HPG shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the HPG to remain updated about the applicable charges payable to the SNA under the respective State Policy.

**Note:** Except Sl. No. (c) above, the HPG should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the HPG faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

**5.1** Hybrid Power Generators shall provide the details about the Project (s) as sought by NTPC / Ministry of New and Renewable Energy (MNRE), Govt. of India and shall enter the data/details of the Project(s) in the portal (if any) of MNRE/Govt. of India from time to time as required.

## **Section 6**

# **FORMATS FOR BID SUBMISSION & ATTACHMENTS**

## **6.0 List of Formats, Appendices and Annexures**

- i. Covering Letter (Format 6.1)
- ii. Power of Attorney in favour of Lead Member (Format 6.2)
- iii. Earnest Money Deposit (EMD) (Format 6.3 A)
- iv. Performance Bank Guarantee to be submitted with NTPC (Format 6.3 B)
- v. Board Resolutions (Format 6.4)
- vi. Consortium Agreement (Format 6.5)
- vii. Financial Requirement (Format 6.6 and Undertaking (Format 6.6A, 6.6 B & 6.6(C))
- viii. Technical Criteria (Format 6.7)
- ix. Disclosure statement (Format 6.8)
- x. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up (Format 6.9);
- xi. Not used
- xii. Financial Bid (to be fill up online on ETS Portal)
- xiii. Integrity Pact (Format 6.12a and 6.12b)
- xiv. Certificate for compliance (Format 6.13a and 6.13b)
- xv. Declaration on Fraud Prevention Policy (Format 6.14)
- xvi. Checklist for Bank Guarantee (Appendix – A);
- xvii. Technical Requirement for Grid Connected Solar PV Projects (Annexure-1)
- xviii. List of Banks for issuance of BGs/ Performance Bank Guarantee (Annexure -2)
- xix. Copy of PPA (Annexure-3)
- xx. Special Instructions to Bidders for e-Tendering (Annexure-4)
- xxi. Terms and Conditions of Reverse Auction (Annexure-5)

**Format 6.1 – Format of Covering Letter  
(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

**(The covering letter should be on the Letter Head of the Bidding Company/ LeadMember of the Bidding Consortium)**

**Date:** \_\_\_\_\_  
**From :** \_\_\_\_\_ [Insert Name and Address of Bidding Company/  
 Lead Member of the Bidding Consortium]  
**Tel.#:**  
**Fax#:**  
**E-mail address:**

**To**  
**NTPC Limited**  
**Renewable Energy - Contract Services**  
**4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,**  
**Udyog Vihar, Greater Noida, Gautam Budh Nagar,**  
**Uttar Pradesh, India, Pin – 201306**

**Sub: Response to RfS No. NTPC/RE-CS/2024-25/HYBRID-01 for supply of .....[Insert capacity of projects applied for] of ISTS Connected Wind-Solar hybrid power projects anywhere in India (NTPC-Tranche-VI)**

**Dear Sir,**

1. We, the undersigned ..... [insert name of the ‘Bidder’] having read, examined and understood in detail the RfS including Qualification Requirements in particular and PPA for supply of wind-solar hybrid power for 25 years to NTPC, hereby submit our response to RfS.
2. We confirm that neither we nor any of our Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS.
3. We also confirm that we including our Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 600 MW, including this response to RfS.
4. We are submitting application for the development of Wind-solar Hybrid Power projects as per following details:

SI No.	Capacity of the projects applied (MW)	Location of Project (Village, Tehsil, Distt., State)	Interconnection Point Details	Proposed CUF
<b>A</b>	<b>Details of solar component</b>			
1.				X
2.				X

...				X
<b>Total installed capacity of Solar component (MW) (A)</b>				X
<b>B</b>	<b>Details of wind component</b>			
1.				X
2.				X
----				X
<b>Total installed capacity Wind Component (MW) (B)</b>				X
<b>Total Contracted Capacity of Hybrid Power Project (MW)*</b>				

**\*\*CUF to be declared by the bidder for total contracted capacity of the Hybrid Project only. CUF for individual Solar and/or wind components are not to be mentioned/declared by the bidder. In case the CUF is declared by the bidder for individual Solar and/or wind components, the same shall not be taken into cognizance by NTPC. The CUF for the total contracted capacity of the Hybrid Project declared by the bidder shall only be considered.**

Note: -

- a. Format-6.9 as per sl. no. (x) of section 6 is to be filled separately for each project.
  - b. The Bidder must ensure the project capacity mentioned should be more than or equal to 50 MW and less than or equal to 600 MW for each project. Delete/Insert rows as applicable)
5. We confirm that the rated capacities of both the solar and wind components shall be minimum 33 % of the total Contracted Capacity, in order to qualify the Project as a Hybrid Project under the Guidelines.
  6. We give our unconditional acceptance to the RfS, No. **NTPC/RE-CS/2024-25/HYBRID-01** and PPA attached thereto, issued by NTPC. In token of our acceptance to the RfS & PPA, the same have been digitally signed by us and submitted with the response to RfS. We confirm and undertake that the PPA shall be executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project(s) shall be commissioned within the schedule stipulated in the RfS i.e. within **24 months** of the effective date of PPA.
  7. **Earnest Money Deposit (EMD) :** - The details of BGs/POI submitted towards EMD are as follows:

Sl. No.	Contracted Capacity of the Project (MW)	EMD BG/POI Details	Amount of BG/POI (Rs.)
1.			

8. We have submitted our response to RfS strictly as per Section — 6 (Formats) of thisRfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats. We hereby withdraw any deviation, conditions whether mentioned explicitly or not in our response to this RfS without any cost to NTPC.

9. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the NTPC in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive any and all claims in respect of this process.

10. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS and execute the PPA and development of ISTS Connected Wind-Solar Project(s) or supply of wind-solar hybrid power in the event of our selection as Successful Bidder.

- 11. We are enclosing herewith our response to the RfS with formats duly digitally signed as desired by you in the RfS for your consideration.
- 12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from the NTPC.
- 13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

We confirm that all the terms and conditions of our Bid are valid for a period of up to and including one hundred and eighty (180) days from the technical bid opening date unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

- 14. We hereby understand and confirm that NTPC reserves its right to verify the documents furnished by us at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation up to the expiry of PPA.

We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, NTPC shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by NTPC.

- 15. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the PPA to be entered into. We confirm that this bid is made without any connection with any other person, firm or party likewise submitting a bid. We further confirm that this bid is submitted in good faith and without collusion or fraud.

16. Contact Person

Details of the contact person are furnished as under:

Name : .....  
.....  
Designation : .....  
.....  
Company : .....

---

Address : .....  
.....  
Phone Nos. : .....  
.....  
Fax Nos. : .....  
.....  
E-mail address: .....  
.....

17. We confirm that we have understood that we shall approach concerned authorities/departments directly for allotment of land, timelines for availability, possession and connectivity for the Project(s) allotted to us, if any and that NTPC shall not in any way, directly or indirectly, be responsible and liable for these matters. We also confirm that we shall be overall responsible to complete all the activities related to Project Development at our own risk and cost.
18. We have neither made any statement nor provided any information in this Bid, the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.
19. If a Project Company/SPV is formed to sign the PPA and execute the Project after we are selected as successful bidder, all terms and conditions of RfS document including PPA shall apply to Project Company also wherever applicable. Further we confirm that Project Company shall sign the Integrity pact with NTPC as per Format 6.12b and submit certificates as per format 6.13b of RfS document.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,  
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per Clause 3.15A (3)  
(a))

**Format 6.2 – Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member**

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

KNOW ALL MEN BY THESE PRESENTS THAT ..... [Name of the Consortium member company] having its registered office at ..... , .....and ..... [Name of the Consortium member company] having its registered office at ..... , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... [Insert name of the Consortium if finalized] (hereinafter called the 'Consortium') vide Consortium Agreement dated..... (copy enclosed) and having agreed to appoint .....[Name & Address of the Lead Member Company] as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of.....and having its Registered /Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS and to participate in subsequent bidding process (in the event of short-listing as a qualified bidder). We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS and if required, to participate in subsequent bidding process.
- ii) To do any other acts or submit any information and documents related to the above response to RfS, if required.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF ..... [Name of member consortium Company], as the Member of the Consortium have executed these presentson this..... day of under the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

-----

(Signature of person authorized by the Board)

(Name  
Designation  
Place: Date:)

Accepted

-----

(Signature, Name, Designation and Address  
of the person authorised by the board of the Lead Member)

Attested

-----

(Signature of the executant)

-----

(Signature & stamp of Notary of the place of execution)

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

**Note:** - Lead Member in the Consortium shall have the controlling shareholding of not less than 51% in the bidding Consortium.

**Format 6.3 A – Format for BG for Earnest Money Deposit**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

In consideration of the ---- *[Insert name of the Bidder]* (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for “Selection of Hybrid Power Generators for Supply of 1200 MW Power from ISTS connected Wind- Solar Hybrid Power Projects anywhere in India” of the capacity of .....MW (*Insert cumulative Project Capacity proposed*), for supply of power there from on long-term basis, in response to the RfS no. .... dated ..... issued by NTPC Limited (hereinafter referred to as 'NTPC') and NTPC considering such response to the RfS of ..... *[Insert the name of the Bidder]* as per the terms of the RfS, the \_\_\_ *[insert name & address of the Bank]* (hereinafter called as Guarantor Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi — 110003 forthwith on demand in writing from NTPC or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees --- --- *[Insert amount not less than that derived on the basis of Rs. 11.60 Lakh per MW of contracted capacity proposed]* only, on behalf of \_\_\_ *[Insert name of the Bidder]* .

This guarantee shall be valid and binding on this Guarantor Bank up to and including \_\_\_\_\_ *[Insert date of validity in accordance with clause 3.24 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ *[insert date of validity in accordance with clause 3.24 of this RfS]*. NTPC shall be entitled to invoke this Guarantee till *[insert date of validity in accordance with clause 3.24 (i) of this RfS]*.

The Guarantor Bank hereby agrees and acknowledges that the NTPC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NTPC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NTPC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- *[Insert name of the Bidder]*

and/or any other person. The Guarantor Bank shall not require NTPC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NTPC in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NTPC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NTPC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NTPC and may be assigned, in whole or in part, (whether absolutely or by way of security) by NTPC to any entity to whom NTPC is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of Clause 3.24 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NTPC serves upon us a written claim or demand.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_  
For  
\_\_\_\_\_ [Insert Name of the Bank]  
Banker's Stamp and Full Address.  
Dated this day of \_\_, 20 \_\_\_\_\_

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)**

No. \_\_\_\_\_ Date \_\_\_\_\_  
NTPC, \_\_\_\_\_ Registered  
\_\_\_\_\_,  
\_\_\_\_\_

Reg: M/s \_\_\_\_\_ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.

2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for "Supply of 1200 MW Power from ISTS connected Wind- Solar Hybrid Power Projects anywhere in India" of the cumulative capacity of ..... MW [Insert cumulative Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by NTPC Limited (hereinafter referred to as NTPC) and NTPC considering such response to the RfS of ..... [Insert the name of the Bidder] as per the terms of the RfS, the \_\_\_\_\_ [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at [Insert Name of the Place from the address of NTPC] forthwith without demur on demand in writing from NTPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ [Insert amount not less than that derived on the basis of Rs. 11.60 Lakhs per MW of cumulative capacity proposed], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to NTPC on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of \_\_\_\_\_ days of receipt of request from NTPC within the validity period of this letter as specified herein;
- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against NTPC;

- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (NTPC and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NTPC made in any format within the validity period. IREDA/REC/PFC shall not require NTPC to justify the invocation of the POI against the SPV/HPG, to make any claim against or any demand against the SPV/HPG or to give any notice to the SPV/HPG;
- (g) The POI shall be the primary obligation of IREDA/REC/PFC and NTPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/HPG;
- (h) Neither NTPC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NTPC in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to \_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. .... and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of  
M/s. \_\_\_\_\_  
(Name of the POI issuing agency).

**Format of Undertaking  
(To be sent by Issuing Bank through official email-ID)**

From: xxbank@xx.in [**Official E-Mail ID of Bank**]

To: \*\*\*@ntpc.co.in [**E-Mail ID(s) as per RfS**]

We have issued BG No. .... dated ..... for an amount of Rs. .... on behalf of .....[Name of Bidder] towards Bid Security / EMD for Tender No. .... in favour of ..... [Name of Employer].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on ..... (date).

Any demand / claim made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

However, in absence of the physical copy of aforementioned BG with the Employer, we undertake that Employer's demand / claim will be binding and conclusive on us without the physical copy of aforementioned BG till fourteen (14) days from the due date of submission of Techno-Commercial bids.

We undertake not to cancel the aforementioned BG No. .... without written consent / instruction from NTPC Limited.

(Name of Bank Official)

[Bank Name]

Authority No. ....

**Format 6.3 B – Format for Performance Bank Guarantee**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act)**

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as selected 'Hybrid Power Generator' or 'HPG') having its registered office at .....submitting the response to RfS inter alia for selection of the project of the capacity of ..... MW, for supply of power there from on long term basis, in response to the RfS no. .... dated ..... issued by NTPC Limited (hereinafter referred to as NTPC) having Registered Office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, New Delhi — 110003 and NTPC considering such response to the RfS of ..... [*insert the name of the selected Hybrid Power Generator*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Hybrid Power Project of the generator and issuing Letter of Award No ----- Dated to (Insert Name of selected Hybrid Power Generator) as per terms of RfS and the same having been accepted by the selected HPG resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [*from selected Hybrid Power Generator or a Project Company, ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable*]. As per the terms of the RfS, the \_\_\_\_\_ [*insert name & address of Bank*] (hereinafter referred to as the 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at [*Insert Name of the Place from the address of the NTPC*] forthwith on demand in writing from NTPC or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of \_\_\_\_\_ [*Insert name of the selected Hybrid Power Generator / Project Company*]

This bank guarantee shall be valid and binding on this Guarantor Bank up to and including \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Bank Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Bank Guarantee shall remain in force until \_\_\_\_\_ NTPC shall be entitled to invoke this Bank Guarantee till \_\_\_\_\_.

The Guarantor Bank hereby agrees and acknowledges that the NTPC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NTPC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NTPC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- *[Insert name of the selected Hybrid Power Generator / Project Company as applicable]* and/or any other person. The Guarantor Bank shall not require NTPC to justify the invocation of this BANKGUARANTEE, nor shall the Guarantor Bank have any recourse against NTPC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NTPC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Hybrid Power Generator / Project Company, to make any claim against or any demand on the selected Hybrid Power Generator / Project Company or to give any notice to the selected Hybrid Power Generator / Project Company or to enforce any security held by NTPC or to exercise, levy or enforce any distress, diligence or other process against the selected Hybrid Power Generator / Project Company.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NTPC and may be assigned, in whole or in part, (whether absolutely or by way of security) by NTPC to any entity to whom NTPC is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NTPC serves upon us a written claim or demand.

Signature \_\_\_\_\_ Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_

For  
\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_

Witness:

1.  
.....  
.....Signature  
Name and Address

2.  
.....  
.....Signature  
Name and Address

Notes:

1. *The Stamp Paper should either in the name of the executing Bank or the party on whose behalf the BG has been issued.*
2. *The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.*
3. *The BG should be on Non-judicial stamp-paper/ e-stamp paper of appropriate value as per stamp Act prevailing in the state (s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher. The stamp paper/ e-stamp paper shall be purchased in the name of bidder/ Bank issuing the guarantee*

**Format 6.3 C**

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)**

No.  
NTPC,  
Registered

Date

\_\_\_\_\_  
\_\_\_\_\_

Reg: M/s \_\_\_\_\_(insert name of the PPA signing entity) (LOA No. \_\_\_\_\_(insert LOA issued by NTPC) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (Insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Hybrid Power Generator') submitting the response to RfS inter alia for selection of Contracted Capacity of ..... MW, at .....[Insert name of the place] under RfS for \_\_\_\_\_(insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated..... issued by NTPC Limited (hereinafter referred to as NTPC) and NTPC considering such response to the RfS of .....[insert the name of the selected Hybrid Power Generator] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Hybrid Power Generator (HPG) and issuing Letter of Award No ----- to (Insert Name of selected Hybrid Power Generator) as per terms of RfS and the same having been accepted by the selected HPG resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Hybrid Power Generator or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable ]. As per the terms of the RfS, the \_\_\_\_\_ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to NTPC at [Insert Name of the Place from the address of the NTPC] forthwith on demand in writing from NTPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Hybrid Power Generator / Project Company].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to NTPC on the following conditions:-
  - (i) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of \_\_\_\_\_ days of receipt of request from NTPC within the validity period of this letter as specified herein;

- (ii) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against NTPC;
  - (iii) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (iv) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (NTPC and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
  - (v) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
  - (vi) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NTPC made in any format within the validity period. IREDA/REC/PFC shall not require NTPC to justify the invocation of the POI against the SPV/HPG, to make any claim against or any demand against the SPV/HPG or to give any notice to the SPV/HPG;
  - (vii) The POI shall be the primary obligation of IREDA/REC/PFC and NTPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/HPG;
  - (viii) Neither NTPC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NTPC in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto \_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully  
For and on behalf of  
M/s. \_\_\_\_\_  
(name of the POI issuing agency).

**Format-6.3 D**

**(BG/POI forwarding letter from Bank to Unified Treasury in Bank's letterhead)**

To  
Unified Treasury (BG Group)  
Administrative Building, NCPS, Dadri  
NTPC Limited,  
PO. Vidyut Nagar  
Distt: Gautam Budh Nagar,  
Uttar Pradesh- 201008.

Sub: Submission of Bank Guarantee

Bank Guarantee No.	
Date of Issue	dd.mm.yyyy
Guarantee Amount	<u>Currency Amount</u>
Date of Expiry of BG	dd.mm.yyyy
Last date of lodgement of claim	dd.mm.yyyy
<i>Name, Address and IFSC code of BG issuing Bank</i>	<i>Name:</i>
	<i>Address:</i>
	<i>IFSC code:</i>

Contract/Letter of Award/PO No.

Name & Address of the Applicant / Contractor	<i>Name:</i>
	<i>Address:</i>

We confirm that SFMS has been sent to your beneficiary bank as below:

ICICI Bank Limited, Connaught Place Branch,  
9A, Phelps Building, Inner Circle, New Delhi - 110001  
IFSC Code: ICIC0000007

We also confirm the genuineness of the signatures appearing on the said guarantee/extension and further also confirm that the same has been signed by the competent authority of the bank.

Signature with Seal

**Format 6.4 –Format for Board Resolutions**  
**(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

The Board, after discussion, at the duly convened Meeting on ..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*), passed the following Resolution:

1. **RESOLVED THAT** Mr./Ms. ...., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS for the Project, "SELECTION OF HYBRID POWER GENERATORS FOR SUPPLY OF 1200 MW POWER FROM ISTS CONNECTED WIND-SOLAR HYBRID POWER PROJECTS ANYWHERE IN INDIA", including signing and submission of all documents and providing information / response to RfS to NTPC, representing us in all matters before NTPC, and generally dealing with NTPC in all matters in connection with our bid including participation in Reverse Auction for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**
  
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

**[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%]**

**FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 (*delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest ( %) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by the each Member of the Bidding Consortium including Lead Membersuch that total equity commitment is 100%)**

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with -----[Insert the name of other Members in the Consortium] and Mr/Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by the each Member of the Bidding Consortium including Lead Member)**

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium

Agreement to be executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member and other members of the Bidding Consortium]**

- 3. FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. .... *[Insert name of Bidding Company/ Consortium Member(s)]* to use our financial capability for meeting the Qualification Requirements for “SELECTION OF HYBRID POWER GENERATORS FOR SUPPLY OF 1200 MW POWER FROM ISTS CONNECTED WIND-SOLAR HYBRID POWER PROJECTS ANYWHERE IN INDIA” and confirm that all the equity investment obligations of M/s.....*(Insert Name of Bidding Company/ Consortium Member(s))* for development of selected project(s), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. The Board also confirms and undertake that in case M/s .....*[Insert name of Bidding Company/ Consortium Member(s)]* fails to submit the requisite Performance Bank Guarantee in terms of Request for Selection Document, the same shall be submitted by us on its behalf. **[To be passed by the entity(s) whose financial credentials have been used i.e. Parent and / or its affiliate.]**

**Certified true copy**

-----  
**(Signature, Name and stamp of Company Secretary / Director)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) **This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956/ Companies Act, 2013 (*delete the other which is not applicable*) may be suitably modified to refer to the laws applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective Jurisdictions of the issuing company and the authorizations granted therein are true and valid.**
- 4) In case a Sub-Committee/Management Committee has been authorised by the Board of a Company for making the Resolution(s) mentioned here in above, these Resolution(s) can be passed by that Sub Committee and the same may be submitted along with Board Resolution in which the Sub Committee has been authorised By Board to pass such Resolution(s).
- 5) In case of a Consortium the respective Boards of all Consortium Members should pass the aforesaid Resolution before execution of Consortium Agreement.

### Format 6.5 – Format for Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between M/s [insert name of Lead Member] \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS, and execution of Power Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by NTPC Limited (hereinafter referred to as “NTPC”) a Company incorporated under the [Companies Act, 1956/ Companies Act, 2013 (*delete the other which is not applicable*)], and having its Registered Office at \_\_\_\_\_ or \_\_\_\_\_ constituted under \_\_\_\_\_

WHEREAS, each Member individually shall be referred to as the “**Member**” and all of the Members shall be collectively referred to as the “**Members**” in this Agreement.

WHEREAS, the NTPC had invited response to RfS vide its Request for Selection (RfS) No. \_\_\_\_\_ dated \_\_\_\_\_

WHEREAS the NTPC shall purchase power through Power Purchase Agreement ;

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by NTPC wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby

---

unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ----, Member-n.

2. The Lead Member is hereby authorised by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity as well as other financing if committed to be met internally obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after execution of PPA, the controlling shareholding (more than 50%) in the Project Company developing the Project shall be maintained for a period of at-least (1) one year after SCSD.

The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves commencement of supply of the power from the project(s) under this RfS in terms of the PPA.

6. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
8. It is further specifically agreed that the financial liability for equity contribution of the Lead

Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

9. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [ ---- ] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
10. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of NTPC in terms of the RfS.
11. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by NTPC.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of NTPC.
14. This Agreement
  - (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - (c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of NTPC.
15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS & PPA.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s \_\_\_\_\_ [Member 1]

-----  
(signature, Name & Designation of the person authorized vide Board Resolution Dated[●])

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s \_\_\_\_\_ [Member 2]

-----  
(signature, Name & Designation of the person authorized vide Board Resolution Dated[●])

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s \_\_\_\_\_ [Member n]

-----  
(signature, Name & Designation of the person authorized vide Board Resolution Dated[●])

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

**Format 6.5 A–UNDERTAKING FROM THE BIDDER IN  
CASE OF BIDDING CONSORTIUM  
IN ACCORDANCE WITH CLAUSE NO. 3.8.A.2 & 3.8.A.7 OF  
RFS**

**(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

**(To be submitted by Bidder alongwith the Technical Bid)**

Ref. :

Date :

To  
**NTPC Limited,  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

**Dear Sir,**

We hereby undertake that in case we are shortlisted and selected based on this RfS, we shall form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged as indicated in the Consortium Agreement.

In case of applications for multiple Projects submitted by us, we, further, undertake that, we shall form separate Project Companies for each Project keeping the original shareholding of the Bidding Consortium in each project company unchanged as indicated in the Consortium Agreement.

We, further undertake that the shareholding pattern of the Project Company formed as above shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall also not change from submission deadline of response to RfS up to one year after the SCSD of the Project without the permission of NTPC.

***(Signature & Name of the person Authorised By the Board)***

***Name of the Bidder***

**Format 6.5 B -UNDERTAKING FROM THE BIDDER IN  
CASE OF FOREIGN COMPANY PARTICIPATING ON  
STANDALONE BASIS**

**IN ACCORDANCE WITH CLAUSE NO. 3.8.A.3 OF RFS  
(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

**(To be submitted by Bidder alongwith the Technical Bid)**

Ref. :

Date :

To  
**NTPC Limited,  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

**Dear Sir,**

We hereby undertake that in case we are shortlisted and selected based on this RfS, we shall form an “Special Purpose Vehicle” (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as our subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA.

Further, we undertake that we shall comply with all the laws and provisions related to Foreign Direct Investment in India.

***(Signature & Name of the person Authorised By the Board)***

***Name of the Bidder***

**[on the letter head of Bidder]**

**Format 6.6 – FORMAT FOR FINANCIAL REQUIREMENT – NET WORTH**

**(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

To,

**NTPC Limited  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

Date: -

Dear Sir,

**Sub: Response to RfS for Selection of ISTS connected Wind-Solar Hybrid Power Projects of capacity \_\_\_\_\_MW.**

**(A) For meeting Qualification Requirement as per clause 3.8.(C.1)**

We certify that the Bidding Company / Member in a Bidding Consortium \_\_\_\_\_ [Name of Bidding Company or Bidding Consortium] has a minimum **Net Worth** of Rs. crore (Rupees \_\_\_\_\_) or equivalent US\$.....based on

S. No.	Description	Select any one (whichever is applicable)
A	Audited annual accounts of FY 2023-24, if available or FY 2022-23 [ <i>Strike out the financial years not applicable</i> ]. <i>Financial year of 2022-23 shall be considered only if Audited annual accounts of FY 2023-24 is not available.</i> <b>Or</b>	Applicable / Not Applicable
B	Net Worth as on day .....dd/mm/yyyy (as on the last date of previous Financial Year, i.e., FY 2023-24 or as on the date at least seven (7) days prior to the date of technical bid opening)	Applicable / Not Applicable

This Net Worth has been calculated in accordance with the instructions provided in Clause 3.8 (C) of the RfS.

**Exhibit (i): Applicable in case of Bidding Company**

@ For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:



(1)	(2)	(3)	(4)	(5)	(6)	(7)
<b>Company 1</b>						
---						
<b>Total</b>						

Exchange Rates considered

USD to INR : I USD = INR.....

Other Currency..... (Bidder to specify the other currency) 1..... =INR.....

Certificate from the Banker in respect of the Exchange rate is enclosed at Appendix----

@ In cases where the Consortium member is giving its own net worth only, the Consortium member has to fill its company name in column (2), "Self" in column (3).

\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

\* For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated as per clause 3.8 (C)

**(Signature & Name of the person Authorised  
By the Board)**

**(Signature and Stamp of  
Statutory Auditor or  
Chartered Accountant)**

**(B) For meeting Qualification Requirement as per clause 3.8. (C.2.a)**

**Annual Turnover:**

We certify that the \*Bidding Company / \*Member in the Bidding Consortium \_\_\_\_\_ [Name of Bidding Company or Bidding Consortium] has an **Annual Turnover** of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) during Financial Year \*2023-24, if available, or \*FY 2022-23. (\*Strike out if not applicable).

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Annual Turnover by the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (in Rs.Crore) of the Member Company during Financial Year *2023-24, if available, or FY *2022-23. (*Strike out if not applicable)
(1)	(2)	(3)	(4)
<b>Company 1</b>			
---			
---			
<b>Total</b>			

@ In cases where the Bidding Company is giving its own Turnover, the bidder has to fill its own company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

\*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member: [Insert name of the Member]**

Annual Turnover to be met by Member in Proportion to the Equity Commitment: Rs.-----

----Crore (Equity Commitment (            %) \* Rs. [            ] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Turnover is to be considered	Relationship with Bidding Company* (if any)	Annual Turnover (in Rs. Crore) of the Consortium Member Company during Financial Year *2023-24, if available, or FY	Equity Commitment (in %age) in Bidding Consortium	Committed Annual turnover (in Rs. Crore)

			*2022-23. (*Strike out if not applicable)		
(1)	(2)	(3)	(4)	(5)	(6)
<b>Company 1</b>					
---					
<b>Total</b>					

@ In cases where the Consortium member is giving its own Turnover only, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**C) For meeting Qualification Requirement as per clause 3.8.(C.2.b)PBDIT:**

We certify that the \*Bidding Company/\*Member in the Bidding Consortium \_\_\_\_\_[Name of Bidding Company or Bidding Consortium] has a **Profit Before Depreciation Interest and Taxes (PBDIT)** of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_in words)as on the last date of Financial Year \*2023-24 , if available, or \*FY 2022-23. \*(Strike out if not applicable)

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the PBDIT by the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/Affiliate whose PBDIT is to be considered	Relationship with BiddingCompany*	PBDIT (in Rs. Crore) of the Member Company during Financial Year *2023-24, if available, orFY *2022-23. (*Strike out if not applicable)
(1)	(2)	(3)	(4)
<b>Company 1</b>			
---			
---			
<b>Total</b>			

@ In cases where the Bidding Company is giving its own PBDIT, the bidder has to fill its own company name in column (2), "Self" in column (3) and PBDIT in column (4).

\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member: [Insert name of the Member]**

PBDIT requirement to be met by Member in Proportion to the Equity Commitment: Rs.--  
 -----Crore (Equity Commitment (                    %) \* Rs. [                    ] Crore)

For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose PBDIT is to be considered	Relationship with Bidding Company* (if any)	PBDIT (in Rs. Crore) of the Consortium Member Company during Financial Year *2023-24, if available, or FY *2022-23. (*Strikeout if not applicable)	Equity Commitment (in %age) in Bidding Consortium	Committed PBDIT (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)
<b>Company 1</b>					
---					
<b>Total</b>					

@ In cases where the Consortium member is giving its own PBDIT, the Consortium member has to fill its company name in column (2), "Self" in column (3) and PBDIT in column (4).

\* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**D) For meeting Qualification Requirement as per clause 3.8.(C.2.c)**

We certify that the \*Bidding Company/\*Member in the Bidding Consortium \_\_\_\_\_ [Name of Bidding Company or Bidding Consortium] has In-principle sanction letter from our lending institutions/banks, committing a Line of Credit for Rs. \_\_\_\_\_ (in words) [insert amount which should be a minimum amount of **Rs. 15.385 Lakhs/MW** of the quoted capacity], towards meeting the working capital requirement of the project quoted under this RfS. \*(Strike out if not applicable)

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Line of Credit available to the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/Affiliate to whom Sanction Letter issued	Relationship with Bidding Company*	Line of Credit (in Rs. Crore) available to the Member Company	
(1)	(2)	(3)	(4)	
<b>Company 1</b>				Sanction Letter from lending institutions/banks enclosed at Annexure --- of this Form 6.6
---				
---				
<b>Total</b>				

@ In cases where the Line of Credit is in favor of Bidding Company, the bidder has to fill its own company name in column (2), "Self" in column (3) and Line of Credit in column (4).

\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)Name of Member: [Insert name of the Member]**

Line of Credit requirement to be met by Member in Proportion to the Equity Commitment: Rs.-----  
-----Crore (Equity Commitment (%) \* Rs. [ ]Crore)

For the above calculations, we have considered Line of Credit available to Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Line of Credit is to be considered	Relationship with Bidding Company* (if any)	Line of Credit (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Line of Credit (in Rs. Crore)	
(1)	(2)	(3)	(4)	(5)	(6)	
<b>Company 1</b>						Sanction Letter from lending institutions/banks enclosed at Annexure --- of this Form 6.6
---						
<b>Total</b>						

@ In cases where the Line of Credit is in favour of Consortium member, the Consortium member has to fill its company name in column (2), “Self” in column (3) and PBDIT in column (4).

\* The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

**(Signature & Name of the person Authorised  
By the Board)**

**(Signature and Stamp of  
Statutory Auditor or  
Chartered Accountant)**

**Note: Since Bidder is required to meet any one of the requirements mentioned at 3.8.C.2 (a), (b) or (c). Therefore, Bidder may fill either of sl. No. (B) or (C) or (D) above.**

We are submitting in a separate sheet, details of computation of Net Worth, Annual Turnover & PBDIT duly certified by Statutory Auditor or a Chartered Accountant. The detailed sheet is enclosed at Appendix-\_\_\_\_\_.

We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of RfS as under:

S.No.	Document Description	Enclosed at Appendix
1		
2		
3.		

**(Signature & Name of the person Authorised  
By the board)**

**(Signature and Stamp of  
Statutory Auditor or  
Chartered Accountant)**

Date:

**Note: 1.** Bidders are advised in their own interest to furnish the detailed computationsheet by statutory auditor or Chartered Accountant for determination of Net

Worth/Turnover/PBDIT along with supporting documents referred therein as per the requirements of RfS without which no claim for Net worth shall be considered.

- 2.** For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, provisions of conversion to equivalent Indian Rupees shall be as per clause 3.8.C.
- 3.** Wherever applicable, audited accounts for the preceding Financial Year as on date of technical bid opening will be required to be submitted for meeting the qualification requirements. In case where audited results for the last financial year as on date of technical 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, then, audited annual accounts of Financial Year preceding the last Financial Year can be considered. Further, a certificate would be required from the CEO/CFO as per the format 6.6B enclosed in the bidding documents stating that the financial results of the company are under audit as on the date of technical bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

**Format 6.6 A–UNDERTAKING FROM THE BIDDER IN  
ACCORDANCE WITH CLAUSE NO. 3.8.A.8 OF RFS  
(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

**(To be submitted by Bidder alongwith the Technical Bid)**

Ref. :

Date :

To  
**NTPC Limited,  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

**Dear Sir,**

We hereby undertake to certify in line with clause 3.8.A.8 of RfS that :

- (a) We or any of our Affiliates are not a willful defaulter to any lender.
- (b) Further, as on last date of bid submission, we or any of our affiliates including any Consortium Member & any of its Affiliate, directors of our company/affiliate/ consortium member (or its affiliates) have not been barred or included in the blacklist by any Government Agency or Authority in India, the Government of the concerned jurisdiction where we/ our affiliates/consortium members or its affiliates are incorporated or the jurisdiction of our principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.

***(Signature & Name of the person Authorised By the Board)***

***Name of the Bidder***

**Format 6.6 B–PROFORMA OF CERTIFICATE FROM THE CEO/CFOIN  
ACCORDANCE WITH NOTE TO  
CLAUSE NO. 3.8.C.1 & C.2 OF RFS  
(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

**(To be submitted by Bidder alongwith the Technical Bid)**

Ref. :

Date :

To  
**NTPC Limited,  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

**Dear Sir,**

I, Mr. .... (CEO/ CFO of the Company) of ..... (Name of the Company) declare that the financial results of M/s. .... (Name of the Bidder) for Financial Year 2023-24 are under audit as on ..... date of technical bid opening) and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available..

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Company) .....

(Seal of Company) .....

**Format 6.6 C-Format of In-Principle Sanction Letter regarding Line of Credit Commitment**

(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)  
**(To be issued on the Letter Head of the Bank)**

<b>From</b>	<b>To</b>
Bank Name and Address	# Bidder/Affiliate Name and Address

**Subject:** In principle Sanction Letter regarding Line of Credit Commitment towards meeting working capital requirements of the project in response to **RfS No NTPC/RE-CS/2024-25/HYBRID-01** for **Selection of Hybrid Power Generators for Supply Of 1200 MW Power From ISTS-Connected Wind-Solar Hybrid Power Projects Anywhere in India**

In order to meet the eligibility criteria of Cl. No. 3.8.C.2.c of the RfS documents, the bidder ( M/s-----) is required to furnish In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 15.385 Lakhs/MW (Indian Rupees Fifteen Lakhs Thirty Eight Thousand Five Hundred per MW) of the quoted contracted capacity, towards meeting the working capital requirement of the project quoted under this RfS.

With respect to your above requirement on the subject we are pleased to hereby convey our In-Principle Sanction for Line of Credit commitment for minimum **INR ----- (Indian Rupees ----- only)** towards meeting the working capital requirements of the projects of quoted Contracted Capacity against the **RfS No NTPC/RE-CS/2024-25/HYBRID-01 dated 30.06.2024**. This letter is issued to meet the specific requirements under clause 3.8.C.2.c of eligibility criteria as captioned RfS, wherein the bidder (M/s----- (name of Bidder)----- is submitting their bid.

Place: Your's Faithfully,  
Date: For and Behalf of ..... ( Bank Name)

Signature  
(Name and Designation of Bank Official)  
Authority No. ....  
[Bank Name]

**Note:- (i)# Strike off whichever is not applicable**  
**(ii)Such letter can also be obtained by the Affiliate(s) of the Bidder.**

**[on the letter head of Bidder]**  
**Format 6.7 – FORMAT FOR TECHNICAL CRITERIA**  
(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)

To,  
**NTPC Limited,**  
**Renewable Energy - Contract Services**  
**4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,**  
**Udyog Vihar, Greater Noida, Gautam Budh Nagar,**  
**Uttar Pradesh, India, Pin – 201306**

Date:-

**Sub: Response to RfS for selection of \_\_\_\_\_MW of ISTS connected Hybrid Power Projects**

**Dear Sir,**

We undertake that:

- We shall use only commercially established and operational technologies in the projects under this RfS,
- Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019- Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be complied with and the modules used in the Projects shall be sourced only from the models and manufacturers included in the List-I under the above Order, valid as on the date of invoicing of such modules.
- Further, the type-certified wind turbine models listed in Revised List of Models and Manufacturers (RLMM) issued by MNRE as updated **until the scheduled commencement of supply date of the Projects** will be used for deployment under the RfS.
- The wind power projects will be developed as per the Guidelines issued by the Government of India for development of Wind Power Projects. For solar modules and balance of systems, the technical guidelines issued by the Government of India from time to time for grid connected Solar PV systems and the technical guidelines prevalent at the time of commencement of power supply from the Project, will be followed.
- The Projects shall also comply with the criteria for power supply as detailed in the RfS

**(Signature & Name of the person Authorised by the Board)**

**Dated...**

**Format 6.8 –Format for Disclosure**  
**(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

**[On the letter head of Bidding Company/Each Member in a Bidding Consortium]**

**Disclosure**

We hereby declare that we or our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by NTPC for a period of 2 years from the date of default as notified by NTPC. Further, all the Bank Guarantees will be encashed and Recoveries will be effected for the payments done.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

***(Signature & Name of the person Authorised By the Board)***

***Date: -***

**FORMAT - 6.9**

**DECLARATION BY THE HYBRID POWER GENERATOR FOR THE PROPOSED  
TECHNOLOGY TIE-UP**

(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)

1	<b>Name of Bidding Company / Lead Member of Bidding Consortium</b>		
2	<b>Total Capacity of the Hybrid Power Project</b>		
3	<b>Project proposed</b>	<b>Solar PV</b>	<b>Wind</b>
4	<b>Capacity proposed (in MW)</b>		
5	<b>Location of the Project</b>		
6	<b>Technology Proposed to be adopted for the Project</b>		
7	<b>Brief about the Proposed Technology</b>		

***(Signature & Name of the person Authorised By the Board)***

***Date: -***

**Format 6.10 –**

**UNDERTAKING FROM THE BIDDER IN ACCORDANCE  
WITH CLAUSE NO. 3.24.2 OF RfS**

**(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)**

**(To be submitted by Bidder alongwith the Technical Bid)**

Ref. :

Date :

To

**NTPC Limited,**

**Renewable Energy - Contract Services**

**4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,**

**Udyog Vihar, Greater Noida, Gautam Budh Nagar,**

**Uttar Pradesh, India, Pin – 201306**

**Dear Sir,**

In line with clause 3.24.2 of RfS, we hereby undertake to pay PSM Charges @Rs. 0.02/kWh to NTPC, by offering a commensurate discount in the monthly tariff payment being made by NTPC.

***(Signature & Name of the person Authorised By the Board)***

***Name of the Bidder***

Format-6.11

**DECLARATION**  
**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**  
**MoF OM No 7/10/2021-PPD (1) dated 23.02.2023**  
(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)

(to be accepted through Attribute online on e-tender portal in line with the clause no.-3.8 A.4 of RfS)

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_  
From: \_\_\_\_\_ (Insert name and address of Bidding Company/Member of Consortium)

\_\_\_\_\_  
\_\_\_\_\_  
Tel#:  
Fax#:  
E-mail address#

To  
**NTPC Limited**  
**Renewable Energy - Contract Services**  
**4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,**  
**Udyog Vihar, Greater Noida, Gautam Budh Nagar,**  
**Uttar Pradesh, India, Pin- 201306**

Sub: Response to RfS No ..... dated .....for the tender for .....

Dear Sir/ Madam,

This is with reference to attached OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
We remain,  
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

---

**Format 6.12 a– Integrity Pact**  
**(RfS, No. NTPC/RE-CS/2023-25/HYBRID-01)**

**(Provisions of Integrity Pact to be accepted through Attribute online of e-tender portal in line with the clause no.-3.34 of RfS)**

**INTEGRITY PACT**

between

**NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "NTPC") and**  
**\_\_\_\_\_ (hereinafter referred to as "The Bidder/Hybrid Power Generator")**

**Preamble**

NTPC invites the bids from all eligible bidders and intends to enter into Power Purchase Agreement (PPA) for ..... with the successful bidder(s) as per organizational systems and procedures. NTPC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Hybrid Power Generator(s).

In order to achieve these goals, the NTPC will appoint an Independent External Monitor (IEM), who will monitor the bidding process and the development & operation of Hybrid Power Project(s) for compliance with the principles mentioned above.

**Section 1 Commitments of NTPC**

1. NTPC Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard.
  - a) No employee of NTPC, either in person or through family members including relatives, will in connection with the bidding for or the development and operation of Hybrid Power Project(s), demand or accept a promise for or accept for him/herself or for a third person any material or immaterial benefit to which he/she is not legally entitled to.
  - b) NTPC shall, during the bidding process treat all Bidders with equity and reason. NTPC will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain and advantage in relation to the bidding process or development and operation of Hybrid Power Project(s).
  - c) NTPC will exclude from the process all known prejudiced persons.
2. If NTPC obtains information the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in the regard,

NTPC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 Commitments and Undertaking by the Bidder/Hybrid Power Generator**

1. **The Bidder/Hybrid Power Generator commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the development and operation of Hybrid Power Project(s):**
  - a) The Bidder/Hybrid Power Generator undertakes not to directly or through any other person or firm offer, promise or give or influence to any employee of NTPC associated with the bidding process or the development and operation of Hybrid Power Project(s) or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the development and operation of Hybrid Power Project(s).
  - b) The Bidder/Hybrid Power Generator undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder/Hybrid Power Generator undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Hybrid Power Generator will not use improperly, any information or document provided by NTPC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
  - d) The Bidder/Hybrid Power Generator will when presenting his bid undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the PPA.
  - e) The Foreign Bidder/ Wind Power Generator, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Wind Power Generator when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
2. The Bidder/Hybrid Power Generator will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

## **Section 3 Disqualification from Bidding Process and Exclusion from Future Tenders.**

1. If the Bidder(s)/Hybrid Power Generator(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 of this

Integrity Pact or in any other form so as to put his reliability or credibility as Bidder into question, NTPC shall be entitled to disqualify the Bidder(s)/Hybrid Power Generator(s) from the bidding process or to terminate the LOA/PPA, if signed on that ground.

2. If the Bidder/Hybrid Power Generator has committed a transgression through aviolation of Section 2 of this Integrity Pact, such as to put his reliability or credibility into question, NTPC shall be entitled to exclude including blacklist and put on holiday the Bidder/Hybrid Power Generator for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by NTPC taking into consideration the full facts and circumstances of each case particularly taking in to account the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a imposed for a period not exceeding two (2) years..
3. A transgression is considered to have occurred if NTPC after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakesto respect and uphold NTPC's absolute rights to resort to and imposed such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of NTPC, the exclusion of Bidder/Hybrid Power Generator could be revoked by NTPC if the Bidder/Hybrid Power Generator can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Section 4 Compensation for Damages including Forfeiture of Earnest MoneyDeposit /Performance & Advance Bank Guarantees.**

1. If NTPC has disqualified the Bidder/Hybrid Power Generator from the bidding process or has terminated the LOA/PPA pursuant to Section 3 of this Integrity Pact, NTPC shall forfeit the Earnest Money Deposit, encash Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the LOA/PPA.
2. In addition to 1 above, NTPC shall be entitled to take recourse to the relevant provisions of the LOA/PPA related to Termination of LOA/PPA due to **Hybrid Power Generator** 's Default.

#### **Section 5 Previous Transgressions**

1. The Bidder/Hybrid Power Generator swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company /any Public Sector Enterprise/Undertaking in India or any Government Department in India.
2. If the Bidder//Hybrid Power Generator makes incorrect statement on previous transgression as mentioned above in para 1, Bidder/Hybrid power Generator can be disqualified from the bidding process or LOA/PPA, if already awarded, can be terminated on this ground.

### **Section 6 Company Code of Conduct**

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and compliance program for the implementation of the code of conduct throughout the company.

### **Section 7 Independent External Monitors**

- 1 The NTPC will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CMD of the NTPC or a person authorized by him.
- 3 The Bidder/Hybrid Power Generator accepts that the IEMs have the right to access without restriction to all project documentations of the NTPC including that provided by the Hybrid Power Generator. The Hybrid Power Generator will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this Project Documentations. The same is applicable to Hybrid Power Generator's Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/Hybrid Power Generator/Sub-Contractors/Consortium member with confidentiality.
- 4 The NTPC will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the NTPC and the Hybrid Power Generator. The parties offer to the IEMs the option to participate in such meetings.
- 5 As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the NTPC (CMD of the NTPC or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit nonbinding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Bidder/ Hybrid Power Generator to present its case before making its recommendations to the NTPC.
- 6 The IEMs will submit a written report to Chairman/CMD of the NTPC or a person authorized by him within 30 days from the date of reference or intimation to him by the NTPC and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Bidder / Hybrid Power Generator accepts that they shall not approach courts while the

matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.

- 8 If the IEMs has reported to CMD of the NTPC or a person authorized by him a substantiated suspicion of an offence under relevant IPC/PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 9 The word "Monitor" will include Singular or Plural.

### **Section 8 Pact Duration**

The Pact comes into force from the date of signing by all the parties. It shall expire for the Hybrid Power Generator 12 months after the last payment under the respective PPA and for all other unsuccessful bidders 6 months after the LOA/PPA has been awarded.

### **Sections 9 Miscellaneous Provisions**

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
3. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
4. If the **Hybrid Power Generator** is a Consortium, this agreement must be signed by all the members of Consortium as the case may be.

The Parties hereby sign this integrity Pact at ..... on this ..... day of .....2023

NTPC

\* Bidder/Hybrid Power Generator

Signature .....

.....

Name

.....

Designation .....

.....

Stamp Company Seal .....

**Witness**

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**\* If the Bidder is a Consortium, this agreement must be signed by the authorized signatories of all the members of Consortium including Lead Member**

**Format 6.12 b– Draft for Integrity Pact**

(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)

(To be signed between NTPC and Project Company formed by Bidding Company/Bidding Consortium)

**INTEGRITY PACT**

**between**

**NTPC Ltd., a Govt. of India Enterprise (hereinafter referred to as "NTPC")**

**and**

**\_\_\_\_\_ (hereinafter referred to as "Project Company/Hybrid Power Generator")**

**Preamble**

NTPC invited the bids from all the eligible bidders against tender “Request for Selection (RfS) document for Selection of Hybrid Power Generators for ----- MW of Grid- connected Hybrid Power plants to be setup in the state of----- (RfS document No. ----- dated -----). In this bidding process M/s ----- has been selected as the successful bidder vide LOA No. \_\_\_\_\_ dated \_\_\_\_\_ for setting up ----- --MW of Hybrid Power Project under ----- category in the state of ----- . As per the provisions of RfS documents, M/s ----- has formed a Project Company/Special Purpose Vehicle (SPV) namely M/s ----- (hereinafter referred to as the “Hybrid Power Generator / Project Company”) for development of MW Hybrid Power Project (hereinafter called as “Hybrid Power Project”), generation and sale of Hybrid power from this Hybrid Power Project and the Hybrid Power Generator / Project Company has accordingly entered into a Power Purchase Agreement bearing ref. no. ----- (hereinafter referred to as “PPA”) dated \_\_\_\_\_ with NTPC.

NTPC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Hybrid Power Generator / Project Company.

In order to achieve these goals, Independent External Monitor (IEM) appointed by NTPC will monitor the development & operation of the Hybrid Power Project for compliance with the principles mentioned above.

**Section 1 Commitments of NTPC**

3. NTPC commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard.
  - d) No employee of NTPC, either in person or through family members including relatives, will in connection with the development and operation of Hybrid Power Project, demand or accept a promise for or accept for him/herself or for a third person any material or immaterial benefit to which he/she is not legally entitled to.
  - e) NTPC will exclude from the process all known prejudiced persons.

4. If NTPC obtains information that conduct of any of its employees is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in the regard, NTPC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 Commitments and Undertaking by the Hybrid Power Generator / Project Company**

3. The Hybrid Power Generator / Project Company commits and undertakes to take all measures necessary to prevent malpractices & corruption. The Hybrid Power Generator / Project Company commits to observe the following principles during the development and operation of the Hybrid Power Project:
  - e) The Hybrid Power Generator / Project Company undertakes not to directly or through any other person or firm offer, promise or give or influence to any employee of NTPC associated with the development and operation of Hybrid Power Project or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the development and operation of Hybrid Power Project.
  - f) The Hybrid Power Generator / Project Company undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Hybrid Power Generator / Project Company will not use improperly, any information or document provided by NTPC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
  - g) The Hybrid Power Generator / Project Company undertakes to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the development and operation of Hybrid Power Project.
4. The Hybrid Power Generator / Project Company will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

### **Section 3 Exclusion from Future Tenders.**

6. If the Hybrid Power Generator / Project Company during execution has committed a transgression through a violation of any provisions of Section 2 of this Integrity Pact or in any other form so as to put his reliability or credibility as Hybrid Power Generator / Project Company into question, NTPC shall be entitled to terminate the PPA on that ground.
7. If the Hybrid Power Generator / Project Company has committed a transgression through a violation of Section 2 of this Integrity Pact, such as to put his reliability or credibility into question, NTPC shall be entitled to exclude including blacklist and put on holiday the Hybrid Power Generator / Project Company for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the

severity of the transgression. The severity will be determined by NTPC taking into consideration the full facts and circumstances of each case particularly taking in to account the number of transgressions, the position of the transgressions within the company hierarchy of the Hybrid Power Generator / Project Company and the amount of the damage. The exclusion will be imposed for a period not exceeding two (2) years.

8. A transgression is considered to have occurred if NTPC after due consideration of the available evidence concludes that no reasonable doubt is possible.
9. The Hybrid Power Generator / Project Company with its free consent and without any influence agrees and undertakes to respect and uphold NTPC's absolute rights to resort to and imposed such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
10. Subject to full satisfaction of NTPC, the exclusion of Hybrid Power Generator / Project Company could be revoked by NTPC if the Hybrid Power Generator / Project Company can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Section 4 Compensation for Damages including Forfeiture of Performance Bank Guarantees.**

3. If NTPC has terminated the PPA pursuant to Section 3 of this Integrity Pact, NTPC shall encash Performance Bank Guarantees in addition to excluding the Hybrid Power Generator / Project Company from the future award process.
4. In addition to 1 above, NTPC shall be entitled to take recourse to the relevant provisions of the PPA related to Termination of PPA due to Hybrid Power Generator / Project Company's Default.

#### **Section 5 Previous Transgressions**

3. The Hybrid Power Generator / Project Company swears on oath that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country conforming to IT approach or including with the Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify its exclusion from the tender process.
4. If the Hybrid Power Generator / Project Company makes incorrect statement on this subject, the PPA can be terminated on this ground.

#### **Section 6 Company Code of Conduct**

Hybrid Power Generator / Project Company is also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and compliance program for the implementation of the code of conduct throughout the company.

## Section 7 Independent External Monitors

- 1 NTPC has appointed competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to Chairman/CMD of the NTPC or a person authorized by him.
- 3 The Hybrid Power Generator / Project Company accepts that the IEMs has the right to access without restriction to all project documentations of NTPC including that provided by the Hybrid Power Generator / Project Company. The Hybrid Power Generator / Project Company will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this Hybrid Power Project Documentations. The same is applicable to Hybrid Power Generator / Project Company's Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Hybrid Power Generator / Project Company/Sub- Contractors/Consortium member with confidentiality.
- 4 NTPC will provide to the IEMs sufficient information about all meetings among the parties related to the Hybrid Power Project provided such meetings could have an impact on the contractual relations between NTPC and the Hybrid Power Generator / Project Company. The parties offer to the IEMs the option to participate in such meetings.
- 5 As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the NTPC (CMD of the NTPC or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit nonbinding recommendations. Beyond this, the IEMs have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Hybrid Power Generator / Project Company to present its case before making its recommendations to NTPC.
- 6 The IEMs will submit a written report to CMD of the NTPC or a person authorized by him within 30 days from the date of reference or intimation to him by the NTPC and, should the occasion arise, submit proposals for correcting problematic situations.
- 7 The Bidder / Wind Power Generator accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court..
- 8 If the IEMs has reported to CMD of the NTPC or a person authorized by him a substantiated suspicion of an offence under relevant IPC/PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9 The word "Monitor" will include Singular or Plural.

**Section 8 Integrity Pact Duration**

The Integrity Pact comes into force from the date of signing by all the parties. It shall expire 12 months after the last payment to Hybrid Power Generator / Project Company under the PPA.

**Sections 9 Miscellaneous Provisions**

- 5. This Integrity Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.
- 6. Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 7. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

The Parties hereby sign this Integrity Pact at ..... on this ..... day of .....2020.

NTPC	* Hybrid Power Generator /Project Company
Signature	Signature
Name	Name
Designation	Designation
Stamp    Company Seal	

<b>Witness</b>	<b>Witness</b>
1. _____	1. _____
2. _____	2. _____

**Format 6.13 a – CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT**

**(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)  
(Certificate of Compliance to All Provisions of RfS Document / "NIL" Deviation Certificate)  
[To be accepted through Attribute online on ETS portal]**

Bidder's Name and Address :

To

**NTPC Limited,  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

**Dear Sirs,**

1. With reference to our Bid dated..... for "**Selection of Hybrid Power Generators for Supply of 1200 MW Power from ISTS connected Wind-Solar Hybrid Power Projects anywhere in India, RfS No. NTPC/RE-CS/2024-25/Hybrid-01**", we hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Technical Bid and Financial Bid) are strictly in conformity with the provisions of the RfS Document including its Amendments / Clarifications / Errata / Revisions thereof and we have **not taken any deviation** to any of the provisions of the aforesaid RfS document.
2. Further, we agree that the entire work for development of Hybrid Power Project(s) shall be performed as per the the provisions of RfS document including Technical Requirements as per Annexure-1..
3. We confirm that any deviation/ variation / additional conditions to the provisions of RfS Document read in conjunction with its Amendment(s)/Clarification(s)/ Addenda / Erratafound anywhere in our Technical Bid and Financial Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the NTPC, failing which the EMD be forfeited.
4. We hereby confirm that our Technical Bid does not contain any Financial/Price contententry. However if anything is contained, we shall be solely responsible for any implication.
5. Further, we confirm that our Financial Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Financial Bid.

Signature of Authorized signatory.....

Date :

(Name of Authorized Signatory).....

Place :

(Designation).....

(Company Seal) .....

**Format 6.13 b– Draft for CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS  
OF RfS DOCUMENT**

(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)

**(Certificate of Compliance to All Provisions of RfS Document)**

(to be submitted by Project Company formed by Bidding Company/Bidding Consortium)

Bidder's Name and Address :

To

**NTPC Limited,  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

**Dear Sirs,**

1. NTPC invited the bids from all the eligible bidders against tender “**Request for Selection (RfS) document for Selection of Hybrid Power Generators for Supply of ----- - MW Power from ISTS connected Wind-Solar Hybrid Power Projects to be setup in -- ----- in the state of ----- (RfS document No. ----- dated )**. In this bidding process M/s ----- has been selected as the successful bidder vide LOA No. ----- dated \_\_\_ for setting up -----MW of Hybrid Power Project under ----- category in ----- in the state of----- . As per the provisions of RfS documents, M/s ----- has formed a Project Company/Special Purpose Vehicle (SPV) namely M/s ----- for development of\_\_ MW Hybrid Power Project (hereinafter called as “Project”), generation and sale of Hybrid power from this Project and has accordingly entered into a Power Purchase Agreement bearing ref. no..... (hereinafter referred to as “PPA”) dated----- with NTPC. We hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata.
2. Further, we agree that the entire work for development of Project, generation and sale of Hybrid power from this Project shall be performed as per the provisions of RfS document including Technical Requirements as per Annexure-1 of RfS document.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....

Place : (Designation).....

(Company Seal) .....

**Format 6.14 - DECLARATION ON FRAUD PREVENTION POLICY**

(RfS, No. NTPC/RE-CS/2024-25/HYBRID-01)

**(Certificate of Compliance to FRAUD PREVENTION POLICY)**

[Acceptance of Attribute online on ETS portal regarding Compliance of Fraud Prevention Policy]

Bidder's Name and Address :

To

**NTPC Limited,  
Renewable Energy - Contract Services  
4th Floor, NETRA Building, NTPC Ltd., E-3, Ecotech-II,  
Udyog Vihar, Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh, India, Pin – 201306**

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate/collaborator/subcontractors/subvendors/consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....

Place : (Designation).....

(Company Seal) .....

**Appendix – A**

**CHECK LIST FOR BANK GUARANTEES**

<b>Sl.No.</b>	<b>Details of checks</b>	<b>YES/NO.</b>
a)	Is the BG on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase and name of the purchaser are indicated on the Stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper should be duly signed by the stamp vendor.)	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India.	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
e)	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
i)	Are the factual details such as Bid Document No. / Specification No., / LOA No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
j)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
l)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

**Annexure 1**

**NOT APPLICABLE**

**Annexure – 2**

**List of Banks**

**LIST OF BANKS FROM WHICH BANK GUARANTEES FOR EMD AND PERFORMANCE BANK GUARANTEE TO BE FURNISHED**

**SCHEDULED COMMERCIAL BANKS**

**A STATE BANK OF INDIA**

**B NATIONALISED BANKS**

- 1 Bank of Baroda
- 2 Bank of India
- 3 Bank of Maharashtra
- 4 Canara Bank
- 5 Central Bank of India
- 6 Indian Overseas Bank
- 7 Indian Bank
- 8 Punjab National Bank
- 9 Union Bank of India
- 10 Punjab & Sind Bank
- 11 UCO Bank

**C SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

- 1 Axis Bank Ltd
- 2 Bandhan Bank Limited
- 3 CSB Bank
- 4 City Union Bank
- 5 DCB Bank Ltd
- 6 Dhanlaxmi Bank Ltd
- 7 Federal Bank Ltd
- 8 HDFC Bank Ltd
- 9 ICICI Bank Ltd
- 10 IndusInd Bank Ltd
- 11 IDFC FIRST Bank Limited
- 12 Jammu & Kashmir Bank Ltd
- 13 Karnataka Bank Ltd
- 14 Karur Vysya Bank Ltd
- 15 Kotak Mahindra Bank
- 16 Lakshmi Vilas Bank Ltd
- 17 Nainital Bank Ltd
- 18 RBL Bank Limited
- 19 South Indian Bank Ltd
- 20 Tamilnad Mercantile Bank Ltd
- 21 Yes Bank Ltd
- 22 IDBI Bank Ltd.

**D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)**

- 1 AB Bank Ltd
  - 2 Abu Dhabi Commercial Bank PJSC
  - 3 American Express Banking Corporation
-

- 4 Australia & Newzealand Banking Group Limited
- 5 Barclays Bank Plc
- 6 Bank of America
- 7 Bank of Bahrain & Kuwait B.S.C.
- 8 Bank of Ceylon
- 9 Bank of China Limited
- 10 Bank of Nova Scotia
- 11 BNP Paribas
- 12 Citi Bank NA
- 13 Cooperatieve Rabobank UA
- 14 Crédit Agricole Corporate and Investment Bank
- 15 Credit Suisse AG
- 16 CTBC Bank Co Ltd
- 17 DBS Bank India Ltd
- 18 Deutsche Bank A.G.
- 19 Doha Bank Q.P.S.C
- 20 Emirates NBD Bank (PJSC)
- 21 First Abu Dhabi Bank PJSC
- 22 FirstRand Bank Ltd
- 23 HSBC Ltd
- 24 Industrial & Commercial Bank of China Ltd
- 25 Industrial Bank of Korea
- 26 JP Morgan Chase Bank, National Association
- 27 JSC VTB Bank
- 28 KEB Hana Bank
- 29 Kookmin Bank
- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q.P.S.C.)
- 37 Sberbank
- 38 SBM Bank (India) Ltd
- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

**\*Note - Any Addition/ Deletion/ Modification in Bank list shall be as per changes in Second Schedule List by RBI from time to time.**

**Annexure – 3**

**COPY OF PPA**

**ENCLOSED AS SEPARATE FILE**

## **Annexure - 4**

### **Special instructions to Bidders for e-Tendering**

#### **General**

The Special Instructions (for e-Tendering) supplement Section-3 'Information and Instruction to Bidders', as given in this Request for Selection (RfS) Document. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *NTPC Ltd.* has decided to use the portal <https://www.bharatelectronic tender.com> of M/s ISN Electronic Tender Services Ltd (ETS). This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender<sup>®</sup>. A portal built using ElectronicTender's software is also referred to as ElectronicTender System<sup>®</sup> (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

#### **Instructions**

##### **Tender Bidding Methodology:**

##### **Sealed Bid System**

- Single Stage Two Envelope

##### **Broad Outline of Activities from Bidder's Perspective:**

1. Procure a Digital Signing Certificate (DSC)-Class III and above.
2. Register on ElectronicTendering System<sup>®</sup> (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
  - Query to *NTPC* (Optional)
  - View response to queries posted by *NTPC*
8. Bid-Submission on ETS
9. Post-TOE Clarification on ETS (Optional)
  - Respond to *NTPC* Post-TOE queries
10. Participate in reverse auction if invited.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### **Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 1500

, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class III or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### **Registration**

To use the ElectronicTender<sup>®</sup> portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated

#### Important Note:

1. Interested bidders have to download the RfS & other documents after login into the ETS website by using the Login ID & Password provided by ETS during registration. If the documents are downloaded from ETS website without logging into the ETS portal then the bidders will not be able to upload the filled in Bids.

2. In case of bidding consortium where neither the Bidding Consortium itself nor its Lead Member has downloaded the RfS documents, Super User of the consortium member who has downloaded the RfS document shall create a User Id in favour of the nominated person of the Lead Member who has been authorized to submit the bid on behalf of the consortium. For any help in this regard kindly contact ETS /ETS Helpdesk

3. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<b>ETS Helpdesk</b>	
<b>Telephone/ Mobile</b>	<b>Customer Support: +91-124-4229071 (Multiple Telephone lines)</b>
<b>E-mail ID</b>	<b>support@isn-ets.com</b>

### **Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Technical-Part as mentioned in Section-3.)
  - Envelope II (Financial-Part)
- Submission of digitally signed copy of Tender Documents/ Addendum online.

### **Offline Submissions:**

In addition to the above, the bidders are required to submit certain documents physically offline also as per clause 3.12, Section-3 failing which the technical bids will not be opened.

### **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi- dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. **Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.**

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. If it is found during the TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for

downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Main Bid shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

**The bidder shall make sure that the Pass-Phrase to decrypt both Technical and Financial Bids are submitted along with other offline documents before deadline of submission of bid.** The Pass-Phrase for both Technical and Financial Bids are required to be submitted in separate sealed envelopes.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Some Bidding related Information for this Tender (e-Reverse Auction)**

e-Reverse Auction would be conducted after short-listing of qualified bidders as per **Clause 3.12.4**.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	Please refer <b>Clause 3.12.4.2, Section-3</b>
2.	Duration of Reverse-Auction Bidding Event	1 Hour
3.	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes, subject to fulfilling the condition mentioned at clause 3.12.4.3 of Section-3 of RfS documents.
3.1	Pre-defined Time-Duration	Within last 08 minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Criteria of Bid-Acceptance	Please refer Clause 3.12.4, Section-3
5.	Entity – Start-Price	First Round Tariff Quoted by the bidders in Second Envelope
6.	Minimum Bid-Decrement	INR 0.01 i.e. 01 paisa

**Other Instructions**

For further instructions, the vendor should visit the home-page of the portal **<https://www.bharat-electronictender.com>**, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories — Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly pursue the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following '**SIX KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III or above well in advance of your first tender submission deadline on ETS. **(DSC is required for registration as a bidder at the portal).**
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

*While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.*

**Minimum Requirements at Bidder's End**

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- **Microsoft Internet Explorer 7.0 or above**
- Digital Certificate(s)

### **Vendors Training Program**

One day training program on chargeable basis (10:00 Hrs to 17:00 Hrs) would be provided by ETS. The cost of training to be provided by ETS shall be payable directly to ETS. The authorized representative(s) of interested bidders (i.e. Hybrid Power Generator (HPG) / Supplier organization) who wish to attend the training program are requested to carry a Laptop with Wireless Internet Connectivity.

**For further assistance please contact ETS Helpdesk as specified below.**

<b>Customer Support: +91-124-4229071 (Multiple Telephone lines)</b>
---------------------------------------------------------------------

<b>Helpdesk email ID: support@isn-ets.com</b>
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**Annexure - 5**

**TERMS & CONDITIONS OF REVERSE AUCTION**

After opening of Financial Bids and short-listing of bidders based on the First Round Quoted Tariff and capacity of qualified Project(s), NTPC shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-3 and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. ETS will provide all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as informed to the bidders.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which are mentioned below in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant NTPC guidelines* shall be initiated by NTPC.
7. The Bidder shall not divulge either his Bids or any other exclusive details of NTPC to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Bidders may note that, although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering

- the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid.
- b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NTPC, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the NTPC contract personnel indicated in the RfS document.
  - e) Order finalization and post order activities such issue of LOA, signing of PPA etc would be transacted directly between successful bidder(s) and NTPC.
  - f) LOA may be placed outside the e-portal & further processing of the LOA may also be outside the system.
  - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in **Annexure – 4** of the RfS document.
  - h) Bidders are advised to visit the auction page login into the system well in advance to identify / rectify the problems to avoid last minute hitches.
  - i) NTPC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.
  - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used: <https://www.bharat-electronictender.com>
11. No queries shall be entertained while Reverse Auction is in progress.

### **BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in **Section-3** and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

- i. The 'Opening Price' of each bidder i.e. start price for RA will be the "First Round Tariff Bid" quoted by the respective bidder in its financial bid for the qualified Project(s).
- ii. Bid Decrement shall be at least INR 0.01 i.e. 01 paisa and in multiples thereof.

After completion of the online Reverse Auction, the last quoted price of each bidder shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online RA, then NTPC may consider the "First Round Tariff" bid received through e-tendering for selection.

Online Reverse Auction shall be conducted by NTPC on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA any requests for extension of time will not be considered by NTPC. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. NTPC shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/number of Projects being auctioned, auction rules etc.

NTPC reserves the right to cancel/reschedule/extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

NTPC shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of NTPC shall be binding on the bidders.

Other terms and conditions shall be as per bidder's bid and as per NTPC's RfS documents and other correspondences, if any, till date.