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

CONTRACTS SERVICES

INVITATION FOR BIDS (IFB)

FOR

DEVELOPMENT OF WIND ENERGY PROJECT WITH 540MW CAPACITY AT ISTS SUBSTATION ANANTAPUR-III IN ANDHRA PRADESH (TRANCHE-II)

(Domestic Competitive Bidding)

IFB No.: NRE-CS-5930-003-9

Date: 09.07.2026

ETS Portal Tender Search Code: NTPCREL-2026-TN000005

Bidding Document No: NRE-CS-5930-003-9

1.0 **NTPC Renewable Energy Limited (NREL)**, invites online bids from eligible bidders on Single Stage Two Envelope (i.e., Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) basis for **"Development of Wind Energy Project with 540MW Capacity at ISTS substation Anantapur-III in Andhra Pradesh (Tranche-II)".**

2.0 **BRIEF SCOPE OF WORK**

The brief scope of work consists of:

1. Detailed design, engineering, micro-siting, manufacturing, supply, erection, testing, installation & commissioning, and proving the guaranteed performance parameters for complete wind farm including land, ALMM (Wind) listed wind turbine generators (WTGs) within the offered wind farm, Unit substation, 33kV internal evacuation lines from unit substation, pooling substation, central monitoring and control station (CMCS), wind monitoring mast(s), external EHV transmission line till ISTS substation etc.

2. Acquisition of the required land for the offered wind farm project, all roads, storage area and sheds, pooling sub-station etc. as per prevailing govt. rules and transfer of title/ lease deed to the Employer including infra-structure development and Right of Way (ROW) complete along with all required approvals.

3. All associated civil works like WTG foundations, USS foundations, control cabins for housing control panel near tower base (if required), internal roads, office cum control room building, pooling substation, storage sheds, permanent water supply arrangements, approach roads etc.

4. All associated electrical works required for grid interfacing (i.e. internal HT overhead lines, system controls and metering station, EHV Sub-stations with necessary switch gear etc. complete).

5. Inland Transportation and Insurance for Delivery at site on FOR basis.

6. Geotechnical Investigation and Civil Works for all foundations and works.

7. Grid compliance study for the complete wind project, SCADA/SAS system, Control Panels, Power Plant Controller, system software(s), supply and installation of SVG and harmonic filter as per requirement to meet the compliance and successful commissioning of wind project.

8. Offered Wind Project shall be interconnected to Anantapur ISTS Sub-Station-III, Andhra Pradesh. ISTS connectivity shall be arranged by the Employer.

9. The bidders shall offer ALMM(Wind) listed WTG machine having machine capacity of 3.0MW or higher.

10. All agreements, statutory approvals and clearances such as govt. order, power evacuation, environmental, central/ state nodal renewable energy agency, electrical, forest, MOD etc. as required/ applicable.

11. 10 years Comprehensive operation & maintenance of the complete Wind Energy Project including WTG, Unit Substation, pooling substation, internal and external transmission system, roads and approaches, along with supply of all spare parts, consumables, repairs/ replacement of any defective equipment, payment of applicable charges levied by the respective state govt./ local bodies etc.

12. Supply of Mandatory Spares.

The detailed scope of work is as defined in bidding document No.: **NRE-CS-5930-003-9.**

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

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

ETS Portal Tender Search Code (TSC)	**NTPCREL-2026-TN000005**	
IFB Date	09.07.2026	
Period of Downloading of Bidding Documents	From 09.07.2026 to 20.07.2026 (till 17:00 HRS)	
Pre-Bid Conference and Last Date for receipt of queries from prospective Bidders	21.07.2026	
Last Date and Time for receipt of bids comprising both Techno-Commercial Bid and Price Bid	04.08.2026	15:00:00 (IST)
Date & Time of opening of Techno-Commercial Bid	04.08.2026	15:30:00 (IST)
Cost of Bidding Documents in INR	Not Applicable / NIL	

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

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

Total Quoted Capacity	Bid Security Amount (INR)
One Project of 270MW	**20,00,00,000/- (Indian Rupees Twenty Crore only)**
Two Projects of 270MW each (Total 540MW)	**50,00,00,000/- (Indian Rupees Fifty Crore only)**

In case the Bidder has submitted Bid Security less than the required Bid Security for quoted capacity (in MW) / no(s). of Blocks as per above table, Bidder's eligibility for Capacity (in MW) / no(s). of Block(s) shall be reduced to maximum Capacity (in MW) / Nos. of Block(s) as per the value of submitted Bid Security as per above table. In case if bidder has submitted offer for two Projects of 270MW each but submitted Bid security for single Project only i.e. of INR 20,00,00,000.00 then only one offer shall be considered whose evaluated cost in INR per MU is lower.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED. IN CASE, THE BID SECURITY IS SUBMITTED THROUGH ELECTRONIC FUND TRANSFER (EFT), BIDDER SHALL SUBMIT THE PROOF OF E-PAYMENT OF BID SECURITY IN SEPARATE SEALED ENVELOPE.

6.0 **QUALIFYING REQUIREMENTS FOR BIDDERS**

In addition to the requirements stipulated under section Instruction to Bidder (ITB), the Bidder should also meet the qualifying requirements stipulated hereunder in Clause 1.0, 2.0 and 3.0:

1.0 TECHNICAL CRITERIA

1.1 The Bidder should have designed/ got designed, supplied, erected/ supervised erection and commissioned/ supervised commissioning of grid connected Wind Power Plant(s) of cumulative installed capacity of **40 MW** or higher, out of which at least one plant should have been of **10 MW** or higher capacity at a single location with associated civil & electrical works. The reference plant of **10 MW** or higher capacity must have been in successful operation for at least **Six (06) Months** prior to the date of techno-commercial bid opening.

OR

1.2 (a) The Bidder should be a manufacturer of approved Wind Turbine Generator (WTG) model of minimum rating **3000kW** in latest ALMM (Wind) list (Approved List of Models and Manufactures issued by MNRE) prior to the date of techno-commercial bid opening

AND

(b) The Bidder should associate with an entity who has arranged land for grid connected Wind/ Solar Power Plant(s) of cumulative installed capacity of **40 MW** or higher, out of which at least one plant should have been of **10 MW** or higher capacity at a single location.

In such a case wherein, the Bidder associates as above, the Bidder shall furnish undertaking(s) jointly executed by the bidder and its Associate, whereby they shall be jointly and severally liable for successful performance of the complete wind project, with validity for a period of **Twelve (12)** years or up to the end of defect liability period of the contract whichever is later as per format enclosed in the bidding documents. The deed(s) of Joint Undertaking(s) shall be submitted along with the techno-commercial bid failing which the Bidder shall be disqualified, and its bid shall be rejected.

OR

1.3 (a) The Bidder should have executed/ got executed works of arrangement of land and power evacuation system including transmission lines and pooling sub-station for grid connected Wind/ Solar Power Plant(s) of cumulative capacity of **40 MW** or higher, out of which at least one plant should have been of **10 MW** or higher capacity at a single location. The reference plant of **10 MW** or higher capacity must have been in successful operation for at least **Six (06) Months** prior to the date of techno-commercial bid opening.

AND

(b) The Bidder should associate with a WTG manufacturing entity of approved Wind Turbine Generator (WTG) model of minimum rating **3000kW** in latest ALMM (Wind) list (Approved List of Models and Manufactures issued by MNRE) prior to the date of techno-commercial bid opening.

In such a case wherein, the Bidder associates as above, the Bidder shall furnish undertaking(s) jointly executed by the Bidder and its Associate, whereby they shall be jointly and severally liable for successful performance of the complete wind project, with validity for a period of **Twelve (12)** years or up to the end of defect liability period of the contract whichever is later as per format enclosed in the bidding documents. The Deed(s) of Joint Undertaking(s) shall be submitted along with the techno-commercial bid failing which the Bidder shall be disqualified, and its bid shall be rejected.

OR

1.4 The Bidder should be a developer of grid connected Wind Power Plant(s) of cumulative installed capacity of **40 MW** or higher, out of which at least one plant should have been of **10 MW** or higher capacity at a single location. The reference plant of **10 MW** or higher capacity must have been in successful operation for at least **Six (06) Months** prior to the date of techno-commercial bid opening.

OR

1.5 The Bidder should be an Indian company registered in India and should be Subsidiary company/ Holding Company/ Group company of an entity meeting the requirement(s) of **Clause 1.1 or 1.4** above. In such a case, the Bidder shall furnish an Undertaking jointly executed by the entity qualified as per **Clause 1.1 or 1.4** and the Bidder along with its bid for complete performance of the contract jointly and severally as per format enclosed in the bid document failing which the Bidder's bid is liable to be rejected.

Notes for Clause 1.0:

a) For **Clause 1.1, 1.3(a) and 1.4,** the reference plant of **10 MW** or above capacity should be at a single location developed by the Bidder for itself or any other client. For the Associate in **Clause 1.2(b)**, the reference plant of **10 MW** or above capacity should be at a single location developed by the Associate for itself or any other client.

b) For **Clause 1.1, 1.2(b), 1.3(a) and 1.4,** single location means that capacity of reference plant of 10 MW or higher is connected to a single Pooling Sub-station.

c) For **Clause 1.1, 1.2(b), 1.3(a) and 1.4,** cumulative installed capacity of 40 MW or higher shall be achieved across a maximum of 5 (Five) Plants.

d) For **Clause 1.2(b) & 1.3(a)**, the type of land arranged by the Associate/ Bidder can be either leasehold or freehold type.

e) For **Clause 1.2 (b) & 1.3(a)**, the Bidder shall submit documentary evidence for arrangement of land.

f) For **Clause 1.2 (b)**, an entity who has arranged land can participate as an Associate with one or more Bidders qualifying under **Clause 1.2 (a)**. The entity can also participate as a Bidder under **Clause 1.3**, provided that, in each such participation, the specified qualifying requirements are independently met by the entity.

g) A WTG manufacturing entity can participate in the bidding process through only one Route of the Qualifying Requirements i.e. either as a Bidder under **Clause 1.1 / 1.2 / 1.4 / 1.5** or as an Associate under **Clause 1.3(b)**. If the WTG manufacturing entity participates through more than one Route, whether separately or in association, all such bids shall be rejected. Further, the WTG manufacturing entity can associate with only one Bidder who meets the requirements of **Clause 1.3(a)**. In case the WTG manufacturing entity associates with more than one Bidder under **Clause 1.3 (a)** above then all such bids shall be rejected.

h) For **Clause 1.1 & 1.3(a)**, the Bidder shall submit certificate of successful completion and operation from the Owner.

i) For **Clause 1.3(a),** in case the Bidder is qualifying based on experience of Solar Power Plant(s), the Bidder should submit certification from certifying agency for micro-siting of wind turbines as considered in AEP report along with the techno-commercial bid as per format provided in the bidding documents.

j) For **Clause 1.4**, the Bidder shall submit certificate of successful commissioning of the project issued from Govt. Renewable Nodal Agency/ Govt. Enterprise/ Discom/ Electricity Board etc.

k) For **Clause 1.4,** the Bidder shall submit evidence of successful operation from intermediary procurer/ procurer/ Discom/ Electricity Board etc.

l) **Direct / Indirect Order**

The Bidder shall also be considered qualified, in case the award for executing the reference work has been received by the Bidder either directly from the owner of the plant or any other intermediary organization. However, a certificate from owner of such plant or any other intermediary organization shall be required to be furnished by the Bidder along with its Techno-Commercial bid in the support of Bidder's claim of meeting the qualification requirement as per **Clause 1.1, 1.2(b), 1.3(a)** above.

m) For **Clause 1.4**, developer means an entity who has either executed or got executed the work/ project as its owner.

2.0 FINANCIAL CRITERIA FOR THE BIDDER:

2.1 The average annual turnover of the Bidder should not be less than the financial figure as mentioned below during the preceding **Three (3)** financial years as on the date of techno-commercial bid opening:

Total Quoted Capacity	Minimum Financial Figure of Bidder
Annual Turnover Requirement for Capacity from 50 MW to 300 MW	INR 396.68 Crore (INR Three Hundred Ninety Six Crore Sixty Eight Lakh Only)
Annual Turnover Requirement for Capacity more than 300 MW	INR 132.23 Lakh/MW x Quoted Capacity in MW (INR One Hundred Thirty Two Lakh Twenty Three Thousand per MW x Quoted Capacity in MW)

Bidder can meet the above specified average annual turnover on its own or by either way of the following:

a) A Bidder can meet the turnover criteria through its Holding Company, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its techno-commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

OR

b) A Bidder who is a WTG manufacturer and has acquired or taken over a business undertaking or division of another entity (hereinafter referred to as the Seller Entity) through a slump sale / demerger transaction or the Bidder is a resulting company after demerger, the financial turnover criteria attributable to such transferred business during the preceding Three (3) financial years shall be considered for evaluating the average annual turnover of the Bidder, subject to fulfilment of the following conditions:

   (i) The transferred business should have been acquired on a going-concern basis, signifying continuity of operations, including transfer of assets, contracts, technical and operational capabilities;

   (ii) Where the business transfer has occurred within the preceding Three (3) financial years, the turnover attributable to the transferred business for the pre-transfer period with the **Seller Entity / Demerged Entity** and the post-transfer period with the Bidder shall be aggregated, so as to constitute turnover for preceding continuous period of Three (3) financial years, provided there is no duplication of any period;

   (iii) The Bidder shall submit a certificate from the Statutory Auditor of the Seller Entity / Demerged Entity, certifying the year-wise and, where applicable, period-wise turnover attributable solely to the transferred business undertaking / division;

   (iv) The Bidder shall submit documentary evidence of the business transfer transaction, such as Business Transfer Agreement / Slump Sale Agreement / Scheme of Demerger and relevant statutory or regulatory approvals, wherever applicable.

   Employer reserves the right to seek additional documents or clarifications and to reject the claim of transferred business turnover if the relevance, continuity, attribution or completeness of the turnover for the required Three (3) year period is not satisfactorily established.

2.2 The Bidder should have Positive Net Worth as on the last day of the preceding financial year or as on the last day of the preceding financial quarter. In case a Bidder does not satisfy the positive net worth criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated net worth requirement as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is positive.

In such an event, the Bidder would be required to furnish along with its techno-commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board

Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

2.3 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents on substantiation of its qualification:
a) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
b) Certificate from the CEO/ CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.

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

3.0 FINANCIAL CRITERIA FOR THE ASSOCIATE:

3.1 (a) For the Bidder seeking qualification through **Clause 1.2**, the average annual turnover of its Associate should not be less than the financial figure as mentioned below during the preceding **Three (03)** financial years as on the date of techno-commercial bid opening:

Total Quoted Capacity	Minimum Financial Figure of Associate
Annual Turnover Requirement for Capacity from 50 MW to 300 MW	INR 39.67 Crore (INR Thirty Nine Crore Sixty Seven Lakh Only)
Annual Turnover Requirement for Capacity more than 300 MW	INR 13.22 Lakh/MW x Quoted Capacity in MW (INR Thirteen Lakh Twenty Two Thousand per MW x Quoted Capacity in MW)

Further for **3.1 (a)**, in case the Associate does not satisfy the financial criteria stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements above, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Associate would be required to furnish along with the Bidder's Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution of the Holding Company, as per the format enclosed with the bidding documents, pledging unconditional and irrevocable financial support to the Associate to honour the terms and conditions of the Deed of Joint Undertaking(s) in case of award of the contract to the Bidder with whom the Associate is associated.

(b) For the Bidder seeking qualification through **Clause 1.3**, the average annual turnover of its Associate should not be less than the financial figure as mentioned below during the preceding Three (03) financial years as on the date of techno-commercial bid opening:

Total Quoted Capacity	Minimum Financial Figure of Associate

Annual Turnover Requirement for Capacity from 50 MW to 300 MW	**INR 337.18 Crore (INR Three Hundred Thirty Seven Crore Eighteen Lakh Only)**
Annual Turnover Requirement for Capacity more than 300 MW	**INR 112.40 Lakh/MW x Quoted Capacity in MW (INR One Hundred Twelve Lakh Forty Thousand per MW x Quoted Capacity in MW)**

Further for **3.1 (b)**, an Associate can meet the above specified average annual turnover on its own or by either way of the following:

(a) An Associate can meet the turnover criteria through its Holding Company, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Associate would be required to furnish along with the Bidder's Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution of the Holding Company, as per the format enclosed with the bidding documents, pledging unconditional and irrevocable financial support to the Associate to honour the terms and conditions of the Deed of Joint Undertaking(s) in case of award of the contract to the Bidder with whom the Associate is associated.

OR

(b) In case an Associate (as WTG manufacturer) has acquired or taken over a business undertaking or division of another entity (hereinafter referred to as the Seller Entity) through a slump sale / demerger transaction or the Associate is a resulting company after demerger, the financial turnover criteria attributable to such transferred business during the preceding Three (3) financial years shall be considered for evaluating the average annual turnover of the Associate, subject to fulfilment of the following conditions:

(i) The transferred business should have been acquired on a going-concern basis, signifying continuity of operations, including transfer of assets, contracts, technical and operational capabilities;

(ii) Where the business transfer has occurred within the preceding Three (3) financial years, the turnover attributable to the transferred business for the pre-transfer period with the **Seller Entity / Demerged Entity** and the post-transfer period with the Associate shall be aggregated, so as to constitute turnover for preceding continuous period of Three (3) financial years, provided there is no duplication of any period;

(iii) The Bidder / Associate shall submit a certificate from the Statutory Auditor of the **Seller Entity / Demerged Entity**, certifying the year-wise and, where applicable, period-wise turnover attributable solely to the transferred business undertaking / division;

(iv) The Bidder / Associate shall submit documentary evidence of the business transfer transaction, such as Business Transfer Agreement / Slump Sale Agreement / Scheme of Demerger and relevant statutory or regulatory approvals, wherever applicable.

Employer reserves the right to seek additional documents or clarifications and to reject the claim of transferred business turnover if the relevance, continuity, attribution or completeness of the turnover for the required Three (3) year period is not satisfactorily established.

3.2 The Associate should have Positive Net Worth as on the last day of the preceding financial year or as on the last day of the preceding financial quarter. In case the Associate does not satisfy the positive net worth criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated net worth requirement as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is positive.

In such an event, the Associate would be required to furnish along with the Bidder's Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

3.3 In case the Associate is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the Associate can be considered acceptable provided the Associate further furnishes the following documents for substantiation of its qualification:
i) Copies of unaudited unconsolidated financial statements of the Associate along with copies of the audited consolidated financial statements of the Holding Company of Associate.
ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company of Associate.
In case where audited results for the last financial year or last quarter (as applicable) as on date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Associate is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of **Three (03)** consecutive financial years preceding the last financial year shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on techno-commercial bid opening date and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 2.0 and 3.0:

i. Net Worth means the sum total of the paid-up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
ii. Other income shall not be considered for arriving at annual turnover.
iii. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
iv. Definition of Slump-sale and Demerger Transaction shall be as per Indian Income Tax Act.
v. For the value of annual turnover indicated in foreign currency, the exchange rates as on Seven (7) days prior to the date of techno-commercial bid opening shall be used.
vi. For the companies formed in the current or immediate preceding financial year and whose financial results as on the last date of preceding financial year are not available, the net worth certified by the Chartered Accountant as on the day not earlier than 7 days prior to the initially notified last date of techno-commercial bid submission, shall be considered.
vii. 'Group Company' means two or more enterprises which, directly or indirectly, are in a position to:
   (a) exercise twenty-six percent or more of voting rights in other enterprise; or
   (b) appoint more than fifty percent of members of Board of Directors in the other enterprise.

The meaning of Holding/ Subsidiary/ Group Company mentioned above shall be applicable for Clause 1.5 also.

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

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

(b) **The bidder shall be mandatorily to submit a copy of "Non-Disclosure Agreement" duly signed by the authorized signatory as per the format enclosed along with the IFB to enable the Employer to authorize the Bidder for procurement of the Bidding Documents.**

In case of any non-compliance in submission of Non-Disclosure Agreement, authorization shall not be provided to the bidders for procurement of bidding documents.

(c) ***Interested bidders are required to upload duly signed NDA, on ETS portal, prior to closing of Bidding documents sale period to enable the employer for authorizing the bidder to download the bidding documents online from the ETS portal.***

9.1 Issuance of Bid Documents to any Bidder shall not construe that such Bidder is considered to be qualified. The bids shall be submitted online. Bidder shall furnish hard copy of Bid Security and other documents as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.

9.2 After registration with ETS and submission of duly signed NDA as above, a complete set of Bidding Documents may be downloaded by any interested Bidder from ETS Portal https://www.bharat-electronictender.com with Tender Search Code **NTPCREL-2026-TN000005**.

Interested bidders are required to ensure that they have downloaded the official copy of bidding documents against Tender Search code- NTPCREL-2026-TN000005 from website of ETS before closure of Bid Sale Period.

For technical assistance, interested parties may call ETS Helpdesk at 0124-4229071, 0124-4229072.

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

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

11.0 Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority.

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

12.0 ADDRESS FOR COMMUNICATION

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

Contact Persons

Name & Designation	Telephone No	Mobile No	E-Mail ID
Vishal Jain AGM (CS)	+91-120-2356525	9413354939	vishaljain@ntpc.co.in
Manish Kumar AGM (CS)	+91-120-2356610	9425219751	manishkumar01@ntpc.co.in
Ankush Gathibandhe DGM (CS)		7588183933	agathibandhe@ntpc.co.in

Corporate Identification Number: U40107DL2020GOI371032, Website: www.ntpcrel.in

NON DISCLOSURE AGREEMENT

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

And **NTPC Renewable Energy Limited (NTPC REL)**, a company incorporated under the Companies Act, 2013, having its Registered Office at Core 7, Scope Complex, Institute Area, Lodhi Road, Central Delhi-110003 on shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the Other Part.

The Company and NREL shall collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

A. NREL envisages to invite tender for the package **DEVELOPMENT OF WIND ENERGY PROJECT WITH 540 MW CAPACITY AT ISTS SUB-STATION ANANTAPUR-III IN ANDHRA PRADESH (TRANCHE-II) vide IFB No. NRE-CS-5930-003-9** through which it intends to develop Wind Energy Projects won under Competitive Bidding Process and/or under Bilateral Arrangements through a competitive bidding process (“Evaluation”).

B. As part of Evaluation, the bidder shall be issued complete set of bidding documents. Further, the bidder is also expected to examine and evaluate all instructions, forms, terms, conditions, specifications and other information as furnished as part of the bidding documents for the purpose of submission of techno-commercial bids and/or evaluation of its bids and/or award of the contract and/or performance of the contract and/or operation of the package.

C. It is anticipated by the Parties that, in the course of Evaluation, either Party may disclose to the other Party certain Confidential Information (defined hereinafter) and the party disclosing such information shall be the Disclosing Party and that, the party receiving such information shall be the Receiving Party as the case may be.

D. It is also anticipated by the Parties that, after the award of the contract and/or during the performance of the contract and/or during the operation of the package, a Party (“Disclosing Party”) may disclose to the other Party (“Receiving Party”) certain Confidential Information (defined hereinafter).

E. Accordingly, the Parties are desirous of entering into this Non-Disclosure Agreement which sets out their mutual confidentiality obligations in respect of the Confidential Information disclosed to each other in the course of their discussions on the Evaluation.

F. Each Party undertakes to comply with the terms and conditions as contained hereinafter which shall govern the exchange and handling of the non-disclosure and use of the Confidential Information.

Gurpratap Singh
गुरप्रताप सिंह / GURPRATAP SINGH
वरिष्ठ प्रबन्धक (संविदा सेवाएँ)
Sr. Manager (Contracts Services)
एनटीपीसी नवीकरणीय ऊर्जा लिमिटेड
NTPC Renewable Energy Limited
E-3, Ecotech-II, Udyog Vihar, Greater Noida-201306 (U.P.)

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions and Interpretations:

1.1 “Affiliates” means, with respect to any Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power, alone or together with others, to direct or cause the direction of the Management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “Confidential Information” has the meaning ascribed to it in Clause 2.1.

1.3 “Disclosing Party” has the meaning ascribed to it in Recital C.

1.4 “Government” or “Governmental Instrumentality” shall mean any ministry, department, political subdivision, instrumentality, agency, provincial or municipal council, authority, body or entity, corporation or commission under the control of the GOI and any other local or other authority, agency or statutory body exercising powers conferred by Laws;

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

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

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

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

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

2. Confidential Information

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

a) relating to the Disclosing Party’s business, corporate policies, strategies, operations, finances, employees, plans or opportunities and commercial information including

GURPRATAP SINGH
Sr. Manager (Contracts Services)
NTPC Renewable Energy Limited

profitability information and charts and the identity of, or particulars about, the Disclosing Party, marked identified as confidential, restricted, secret or proprietary at the time of disclosure during the discussions on the Evaluation;

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

But does not include any information which:

a) is now, or hereafter, through no willful act or failure by the Receiving Party, becomes, generally known or available to the public;

b) is furnished to the Receiving Party on a non-confidential basis by a third party whom the Receiving Party reasonably believes that the Disclosing party had not obtained it under an obligation of confidentiality.;

c) is an information which the Receiving Party can evidence as having been independently developed by it without violating this Agreement; or

d) is legally known to the Receiving Party prior to the time of disclosure by the Disclosing Party.

2.2 Obligation of Confidentiality

The Receiving Party shall keep the Confidential Information strictly confidential and shall use it for the purposes of Evaluation and shall not disclose or divulge or provide any Confidential Information to a third party, in manner whatsoever, without the prior written consent of the Company. In case the Receiving Party is required to disclose any Confidential Information in terms of any Law, the Receiving Party shall endeavor to give the Disclosing Party reasonable notice as may be legally possible prior to such disclosure to obtain any applicable protective order or equivalent and provide such assistance, as may be required by the Disclosing Party for the purposes of safeguarding such Confidential Information and further comply with the same.

3. Undertakings and Covenants of the Parties:

Each Party hereby agrees, undertakes, confirms and covenants with the other that:

a) it shall keep strictly confidential and not use, reveal, provide or transfer to any Person, directly or indirectly, the Confidential Information or any part thereof, except to such of its employees, directors, co-investors, debt financing sources, attorneys, accountants, consultants or representatives (collectively, “Representatives”) strictly on a “need-to-know” basis for the purpose of Evaluation, and the Receiving Party shall at all times remain fully responsible for such Representatives’ compliance under this Agreement;

b) it shall not keep, reproduce, use for any unauthorized purpose or part with possession of any documents or Material relating to the Confidential Information, save as required for the purposes of Evaluation, except with the prior written consent of the Disclosing Party;

GURPRATAP SINGH
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NTPC Renewable Energy Limited

c) it shall apply, adopt and enforce appropriate procedures and policies with regard to and in respect of transmission, publication and disclosure of the Confidential Information, in order to preserve the confidentiality or propriety of such information;

d) it shall exercise the same care in preventing unauthorised disclosure or use of the Confidential Information as it would take to protect and safeguard the confidentiality of its own information of a similar nature;

e) it shall maintain proper records and enforce strict accountability of all Confidential Information received from the Disclosing Party and whenever required to transmit publish or disclose or otherwise provide such Confidential Information subject to, and as may be permitted under this Agreement, it shall do so with due diligence and shall convey to the recipient of such information that the same is subject to non disclosure obligations under this Agreement, so as to put the recipient on notice that the recipient shall be held accountable in respect of disclosure of such Confidential Information and that the recipient is expected to maintain confidentiality as if the recipient was a party to this Agreement and obtain such assurances, agreement and undertaking from the recipient that it shall return such information upon request by the Disclosing Party;

f) it shall ensure that the Representatives are made aware of the terms and conditions of this Agreement including without limitation the confidentiality obligations of the Receiving Party under this Agreement and abide by it at all times.

g) Any materials or documents that have been furnished by the Disclosing Party to the Receiving Party in connection with the relationship will be promptly returned by the Receiving Party, accompanied by all copies of such documentation or certification of destruction, within TEN days after the relationship has terminated or on the written request of the Company.

4. Term:

Unless otherwise agreed to, expressly in writing by the Parties, the obligations hereunder shall continue to be in full force and effect in accordance with the terms hereof and shall terminate on the expiry of earlier of (i) the Parties entering into legally binding documentation in relation to or pursuant to the Evaluation; and (ii) twelve months from the date of this Undertaking;

5. Rights and Remedies of the Disclosing Party:

5.1 On the expiry of the term of this Agreement or upon its termination for any reason whatsoever or immediately upon the Disclosing Party's request at any time during the term hereof, the Receiving Party shall forthwith return to the Disclosing Party all the Material which are capable of returning to the Disclosing Party, then in the possession of the Receiving Party which contain any such Confidential Information, and shall forth with take reasonable steps to expunge all Confidential Information (and any copy that may have been made) from any computer, word processor or other device containing the Confidential Information.

5.2 In the event of breach of any of the conditions stipulated by this Agreement, the Disclosing Party shall be at liberty to take necessary steps to prevent the Receiving Party from disclosing or using such Confidential Information except as authorized herein, including without limitation, terminate this Agreement by serving 30 (thirty) days prior notice, in writing.

5.3 The Receiving Party acknowledges and undertakes that unauthorised disclosure or use of the Confidential Information by it shall cause irreparable damage to the Disclosing Party in such a way that the Disclosing Party cannot be adequately compensated in damages in an action at law. Accordingly, if any dispute arises concerning the disclosure or use of any Confidential Information by the Receiving Party, the Disclosing Party may seek injunctive relief restraining the un-authorised disclosure or use of the Confidential Information by the Receiving Party or specific performance of this Agreement. The above remedy will be in addition to any other legal or equitable remedy otherwise available to the Disclosing Party.

6. Compliance with Law

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

7. Entire Agreement:

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

8. Amendments:

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

9. Waiver:

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

10. Notice

10.1 Any notice, demand or other communication required or permitted to be given to either Party by, or made pursuant to, this Agreement shall be in writing and shall be personally delivered to such Party, sent by prepaid courier; or sent by facsimile transmission, charges prepaid, confirmed by prepaid courier to the following address:

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

To: NTPC Renewable Energy Limited (NTPC REL)

Employers Address: (Address as mentioned in Section – III (BID DATA SHEET) of the Bidding Documents)

10.2 Any Party may from time to time change its address upon serving at least 5 (five) business days prior written notice to the other Party given in accordance with the provisions hereof.

10.3 Any notice, demand or other communication delivered in accordance with Article (10.1) or (10.2) above if delivered during the normal business hours of the intended recipient, shall be deemed to have been received on the day of its delivery, otherwise on the next business day, and if sent by facsimile shall be deemed to have been received on the date of its transmission by facsimile provided that in the case of a facsimile the recipient's facsimile number appears on the senders transmission report (confirmation copy to be sent by prepaid courier).

11.0 Severability:

Any provision in this Agreement which is held to be illegal or unenforceable, in whole or in part, under any applicable enactment or rule of law, shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with the applicable law.

12.0 Governing Law:

This Agreement shall be governed, construed and interpreted in accordance with the laws of India.

13. Dispute Resolution:

Courts at Delhi shall have exclusive jurisdiction over the disputes pertaining to this Agreement.

Gurpratap Singh
गुरप्रताप सिंह / GURPRATAP SINGH
वरिष्ठ प्रबन्धक (संविदा सेवाएँ)
Sr. Manager (Contracts Services)
एनटीपीसी नवीकरणीय ऊर्जा लिमिटेड
NTPC Renewable Energy Limited
Greater Noida-201306 (U.P.)

14. Counterparts:

This Agreement may be executed in 2 (two) counterparts, each of which when executed and delivered is an original and shall be retained by each Party and taken together shall constitute and evidence the same Agreement between the Parties.

IN WITNESS WHEREOF the parties hereto have signed these presents, in duplicate, the day and year first herein above mentioned.

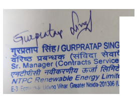
....

SIGNED and DELIVERED

by ………………………………………………………… *(Name of Company)*

in the presence of

………………………………………………………….



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SIGNED and DELIVERED

by NREL

in the presence of

…………………………………………………………

DEVELOPMENT OF WIND ENERGY PROJECT WITH 540 MW CAPACITY AT ISTS SUB-STATION ANANTAPUR-III IN ANDHRA PRADESH (TRANCHE-II)

IFB No.: NRE-CS-5930-003-9

"Salient Technical Features of the equipment/ systems/ services covered in IFB No. NRE-CS-5930-003-9 are mentioned below. These Salient Technical Features are mentioned only to facilitate the prospective bidders to prima-facie understand the requirements under the tender and shall not in any way limit or alter the scope of works and technical features/ specification of equipment/ systems/ services covered in the Bidding Documents. Detailed provisions in regard of scope of works and technical features/ specification of equipment/ systems/ services, contained in the Bidding Documents shall be final and binding."

Location of Wind Project	**Andhra Pradesh**
ISTS Sub-station Connectivity	**To be arranged by the Employer**
Name of ISTS Sub-station to which Wind Project to be inter-connected	**ISTS Sub-station Anantapur-III**
Total Capacity	**540 MW**
Project Capacity	**Total Capacity of 540 MW shall be divided into Two (02) Independent Projects of 270MW each**
Capacity of Wind Project to be offered by a Bidder	**270 MW / 2x270 MW**
Turbine Capacity to be offered by a Bidder	**ALMM (Wind) Listed Turbine with Minimum Rating of 3.0 MW**

- Successful bidder shall be responsible for detailed design, engineering, micro-siting, manufacturing, supply, erection, testing, installation & commissioning, and proving the guaranteed performance parameters for complete wind farm including land, ALMM (Wind) listed wind turbine generators (WTGs) within the offered wind farm, Unit substation, 33kV internal evacuation lines from unit substation, pooling substation, central monitoring and control station (CMCS), wind monitoring mast(s), external EHV transmission line till ISTS substation etc.
- The bidder shall be responsible for acquisition of the required land for the offered wind farm project, all roads, storage area and sheds, pooling sub-station etc. as per prevailing govt. rules and transfer of title/ lease deed to Employer including infra-structure development and Right of Way (ROW) complete along with all required approvals.
- The bidder shall offer all required land for the wind project with clear title and free from all encumbrances, liens, encroachments or litigation.

- Bidder shall submit Micro-siting and Estimated Annual Energy Generation report duly vetted by NIWE at the time of bid submission.
- Unshared and Independent SCADA system for control and monitoring and transmission of data as per specifications.
- Unshared and Independent Internal Transmission lines from WTGs to pooling substation.
- No sharing on 33 kV side of Pooling S/S of Wind Project.
- Tariff Meters as per applicable regulations.
- Telemetering, Power Plant Controller and Data Communication with applicable LDC for the wind project.
- All associated civil works like WTG foundations, USS foundations, control cabins for housing, control panel near tower base (if required), internal roads, office cum control room building, pooling substation, storage sheds, permanent water supply arrangements, approach roads etc.
- All associated electrical works required for grid interfacing (i.e. internal HT overhead lines, system controls and metering station, EHV Sub-stations with necessary switch gear etc. complete).
- Inland Transportation and Insurance for Delivery at site on FOR basis.
- Geotechnical Investigation and Civil Works for all foundations and works.
- Grid compliance study for the complete wind project, SCADA/SAS system, Control Panels, Power Plant Controller, system software(s), supply and installation of SVG and harmonic filter as per requirement to meet the compliance and successful commissioning of wind project.
- The bidders shall offer ALMM (Wind) listed WTG machine having machine capacity of 3.0MW or higher.
- All agreements, statutory approvals and clearances such as govt. order, power evacuation, environmental, central/ state nodal renewable energy agency, electrical, forest, MOD etc. as required/ applicable.
- 10 years Comprehensive operation & maintenance of the complete Wind Energy Project including WTG, Unit Substation, pooling substation, internal and external transmission system, roads and approaches, along with supply of all spare parts, consumables, repairs/ replacement of any defective equipment, payment of applicable charges levied by the respective state govt./ local bodies etc.
- Supply of Mandatory Spares as per specifications.