

Ref No.: NGEL-RE-CS-CARBON CREDIT-001

Date: 25.02.2025

Sub.: Invitation of Stage-II (Price) Bids for “Sale of 1,00,000 carbon credits (VERs) of RE Projects (Wind and Solar) of NTPC Green Energy limited registered under VCS (Verified Carbon Standard) Program” as per Bidding Document No. NGEL-RE-CS-CARBON CREDIT-001.

Dear Sir,

1.0 This has reference to the following:

- (i) Invitation for Bids (IFB) bearing No. NGEL-RE-CS-CARBON CREDIT-001 dated 16.08.2024.
- (ii) Your Stage-I (Techno-Commercial) Bid for the subject package, submitted online on GePNIC e-tender portal & opened on 13.11.2024.

2.0 Stage-II (Price) Bids online submission on GePNIC e-tender portal (Tender Ref No.: 2025_NGEL_94981)

2.1 In terms of Clause No. 17.0 (b) of Instruction to Bidders (ITB) of the Bidding Documents, you are requested to submit the Stage-II (Price) Bid on the date indicated at para 3.0 of this letter.

2.2 You are requested to take care of the provisions of Bidding Documents, while preparing Stage-II (Price) bids and submit the same online on GePNIC e-tender portal in line with Clause no.-11.3.2 & 17.0 of ITB of Bidding Document.

2.3 The Stage-II (Price) Bids should not contain any matter or deviation in respect of Technical and/or Commercial provisions contained in the Bidding Documents. In this respect, as per ITB Clause 11.3.2, you are requested to confirm that the provisions of bidding documents are acceptable to you and you have not taken any deviation in this regard.

2.4 After opening of the Stage-II (Price) Bids, in case any deviation, whether direct or indirect, to any of the provisions of the Bidding Documents till the date of opening of Stage-II (Price) Bids, is observed in the Stage-II (Price Bid), then same shall not be given any effect to and shall be considered as withdrawn by the bidder without any cost implication to Employer failing which the bid security shall be forfeited.

2.5 Stage-II (Price) Bids including Stage-I (Techno- Commercial) Bids to the extent not contrary to the bidding documents shall remain valid and open for acceptance for One Hundred Twenty Days (120) days from the deadline set for submission of Stage-II (Price) Bids. The bids valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.

3.0 The Stage-II (Price) bid shall be submitted by the bidder online till 15:00 hrs on 05.03.2025 and same shall be opened on same day at 15:30 hrs.

4.0 Bidders to refer GePNIC e-tender portal (Tender Ref. No: 2025_NGEL_94981) for further details indicated therein.

Thanking You.

Yours faithfully

For and on behalf of NTPC Green Energy Limited

**Abhishek Kumar
DGM (RE-CS)**



INVITATION FOR BIDS
NTPC GREEN ENERGY LIMITED
(A wholly owned subsidiary of NTPC Ltd.)

CONTRACTS SERVICES

INVITATION FOR BIDS (IFB)

FOR

**Sale of 1,00,000 carbon credits (VER's) of RE Projects (Wind and Solar) of NTPC Green Energy limited registered under VCS (Verified Carbon Standard) Program.
(Domestic Competitive Bidding)**

IFB No.: NGEL-RE-CS-CARBON CREDIT-001

Date: 16.08.2024

Tender Ref. No: NGEL-RE-CS-CARBON CREDIT-001

Tender ID- 2024_NGEL_89576

Bidding Document No: NGEL-RE-CS-CARBON CREDIT-001

1.0 **NTPC Green Energy Limited**, a wholly owned subsidiary of NTPC Limited, invites online bids from eligible bidders on Two Stage (Stage-I – Techno-commercial bid & Stage-II – Price Bid) tendering process followed by Forward Auction for **“Sale of 1,00,000 carbon credits (VER's) of RE Projects (Wind and Solar) of NTPC Green Energy limited registered under VCS (Verified Carbon Standard) Program”**. The sale of carbon credits is open to all credible domestic companies registered and operating under the prevalent laws of the country. The intended applicants are those organisations who wish to purchase the carbon credits generated by VCS registered projects of NGEL at a price discovered during domestic competitive bidding.

2.0 BRIEF SCOPE OF WORK

2.1 The Brief Scope of Work of the subject package inter alia includes the following:

NTPC Green Energy Limited (NGEL), is a wholly owned subsidiary of NTPC Limited, intends to invite potential buyers to purchase 1,00,000 VERs. Details of generated VERs from VCS registered project activity offered for sale are as below:

SN	VCS PRTOJECT ID/ Link	Vintage Year (VCS registered project- 610 MW)	Net GHG emission reductions or removals (tCO2e)	Technology
01	https://registry.terra.org/app/projectDetail/VCS/1772	2016	29,053	Wind and Solar
		2017	70,947	Wind and Solar
		Total	1,00,000	

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Special Conditions for Sale of Carbon Credits:

- a. As per the existing rules of VERRA, issuance fee is to be paid to VERRA for getting the VERs issued to the account of Project Proponent i.e. NGEL/NTPC. VER issuance fee shall be borne by NGEL.
- b. The bidder(s) shall offer the lump sum price for 1,00,000 carbon credit exclusive of issuance fee to be paid to VERRA/VCS Board and other charges, if any. All applicable taxes involved in the transaction shall be borne by the bidder.

Emission Reduction Purchase Agreement (ERPA) will be signed with the successful bidder.

The detailed scope of work is as defined in the bidding document No.: **NGEL-RE-CS-CARBON CREDIT-001**.

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

Issuance of IFB	16.08.2024
Documents Sale Commencement Date	27.08.2024, 10:00 Hrs
Last date for receipt of queries from prospective Bidders	06.09.2024
Last date and time for receipt of Stage-I (Techno-Commercial) bids	12.09.2024 up to 15:00 HRS (IST)
Date and time for opening of Stage-I (Techno-Commercial) bids	13.09.2024 at 15:30 HRS (IST)
Invitation for Submission of Stage-II (Price) Bids	To be notified later
Last date and time for receipt of Stage-II (Price) bids	To be notified later
Last date and time for opening of Stage-II (Price) Bids	To be notified later
Cost of bidding documents	INR 900/- (Indian Rupees Nine Hundred Only)

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

- 4.0** All bids must be accompanied by Bid Security for an amount of Rs. **1,00,000/- (Indian Rupees One Lakh only)** in the form as stipulated in the Bidding Documents.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY 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

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SUBMITTED THROUGH ELECTRONIC FUND TRANSFER (EFT), BIDDER TO SUBMIT THE PROOF OF E-PAYMENT OF BID SECURITY IN SEPARATE SEALED ENVELOPE.

5.0 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 Technical Criteria and Clause 2.0 Financial Criteria:

1.0 TECHNICAL CRITERIA

1.1 The bidder, as on the date of techno commercial bid submission, should have Carbon trading experience (purchase and/or sale of credits, i.e., VER, ACC, CER, etc.) in last 03 years.

1.2 The Bidder, as on the date of techno commercial bid submission,

a. Should have an active account at the VERRA registry, to facilitate the transfer of VERs.

OR

b. In case of, being an intermediary, shall furnish an undertaking along with the bid as per the format enclosed in the bidding documents, that the VERs will be transferred to a third party's valid VERRA account.

Notes for Clause 1.0

a. Bidder shall submit copies of respective documentary evidence, such as Copy of the VERRA's account details, etc.

b. Bidder shall submit copies of the carbon credit trade invoice or the ERPA or any other documentary evidence that can substantiate the satisfactory execution of trade of carbon credits (VER, ACC, CER, etc.).

c. Abbreviations:

ERPA: Emissions Reduction Purchase Agreement,

VER: Verified Emission Reduction,

ACC: Approved Carbon Credit,

CER: Certified Emission Reduction

2.0 FINANCIAL CRITERIA

2.1 The average annual turnover of the bidder in the preceding three (3) financial years as on the date of opening of techno-commercial bids, should not be less than **INR 80 Lakh (Rupees Eighty Lakh only)**.

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	<p>In case a bidder does not satisfy the financial criteria, stipulated above on its own, its holding company would be required to meet the stipulated turnover requirements as above, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its techno commercial bid, a Letter of Undertaking from the holding company, supported by 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..</p>
2.2	<p>Net Worth of the bidder as on the last day of the preceding financial year should not be less than 100% (hundred percent) of bidder's paid-up share capital. In case the bidder does not satisfy the Net Worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding companies wherever applicable, the Net worth of the bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy-five percent) of their respective paid up share capitals.</p> <p>Net worth in combined manner shall be calculated as follows:</p> $\text{Net worth (combined)} = (X1 + X2 + X3) / (Y1 + Y2 + Y3) \times 100$ <p>where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid-up share capitals and Y1, Y2, Y3 are individual paid-up share capitals.</p>
2.3	<p>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:</p> <ol style="list-style-type: none"> Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of its Holding Company. A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.
2.4	<p>In case where audited results for the last financial year 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 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</p>

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and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 2.0

- i. Net worth means the sum total of the paid-up share capital and free reserves. Free reserves mean 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. For the value of the annual turnover indicated in foreign currency, the exchange rates as on seven (7) days prior to the date of submission of the bid shall be used.
- v. '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

6.0 NTPC Green 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.

7.0 Interested parties are required to get registered with GePNIC portal <https://eprocurementpc.nic.in/> (if not already registered).

The cost of the bidding documents as mentioned above is required to be submitted along with GSTIN and user ID registered with GePNIC portal in the manner specified below.

Interested bidders can pay the cost of documents as mentioned above in the form of Electronic fund transfer/NEFT Payments in the following account details of NGEL :

Account name	NTPC Green Energy Ltd
Bank Name	Axis Bank
Type of Account	Current
Bank Account No	922020025003612
IFSC Code	UTIB0000022
Branch address	Branch address - B-2 & B-3, Sector 16, Noida, U.P. – 201301

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The bidder shall be required to submit the proof of payment of cost of bidding document i.e. copy of transfer receipt/electronic transfer receipt along with their bid.

While carrying out online transfer, Bidders shall ensure to enter "Tender No. - Bidder Name" in the Text / Remarks / Reason field.

Bidder shall submit the details of the same along with their bid and also upload the details on GePNIC portal (Fee Cover) in the following format:

Declaration for Payment of Cost of Bidding Document
Tender Search Code:
Bidder Name:
UTR Reference:
Amount:
Date of Transfer:
Transferor Bank:
(Signature of Bidder with Seal)

8.0 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.

8.1 After registration with GePNIC portal, a complete set of Bidding Documents may be downloaded by any interested Bidder from the Portal <https://eprocurentpc.nic.in> with Tender Reference Number: **NGEL-RE-CS-CARBON CREDIT-001 / Tender ID-2024_NGEL_89576**.

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

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

10.0 ADDRESS FOR COMMUNICATION

AGM (RE-C&M)/ DGM (RE-C&M),
 NTPC GREEN ENERGY LIMITED,
 E-3, MAIN MARKET RD, ECOTECH-II, UDYOG VIHAR, GREATER NOIDA, UP- 201306
 CONTACT PHONE: LANDLINE: 0120-2356517 / 2356601
 E-MAIL: dhananjaymohapatra@ntpc.co.in/abhishekkumar02@ntpc.co.in
 WEBSITES: www.eprocurentpc.nic.in or www.ntpctender.ntpc.co.in or www.ntpc.co.in

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

NTPC GREEN ENERGY LIMITED
(A Wholly Owned Subsidiary of NTPC Limited)



SECTION – II

INSTRUCTION TO BIDDERS (ITB)

For

“SALE OF 1,00,000 CARBON CREDITS (VER’S) OF RE PROJECTS (WIND AND SOLAR) OF NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON STANDARD) PROGRAM”

NIT No.: NGEL-RE-CS-CARBON CREDIT-001

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDER (BUYER)S (ITB)

PART A - GENERAL

1.0 INTRODUCTION

- 1.1 NTPC Green Energy Limited (NGEL), (A wholly owned subsidiary of NTPC Ltd.) (hereinafter called “NGEL” or “Seller”), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.
- 1.2 Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Buyer /Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Seller / NGEL/NTPC; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Letter of Award / Letter of Confirmed Quantity (LoCQ) award; Engineer-in-Charge / Engineer; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
- 1.3 **BIDDING PROCESS-** Two Stage (Stage-I – Techno-commercial bid & Stage-II – Price Bid) tendering process followed by Forward Auction

2.0 DELETED

3.0 DELETED

4.0 DELETED

PART B - BIDDING DOCUMENTS

5.0 CONTENT OF BIDDING DOCUMENTS

- 5.1 The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.

The bidding documents include the following sections:

Section-I	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)
Section-II	Instruction to Bidders (ITB)
Section-III	Special Conditions
Section-IV	Technical specifications & Scope of work
Section-V	BOQ/Price Bid
Section-VI	Standard formats & Check lists etc.
Section-VII	Process & Procedures for Forward Auction

- 5.2 The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all

information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5.3 Qualifying Requirements: if Applicable

The qualifying requirements for the tender are specified in the NIT/Tender enquiry

5.4 Documents in support of meeting Qualifying Requirements:

Bidders are required to submit documents to satisfactorily establish their meeting the Qualifying Requirements stipulated in the tender.

Bidders are required to furnish the details of the past trading experience like authentic Orders/Purchase Orders/Letter of Awards/Agreements, client certificates, registration certificates, Sale of Credits i.e. VER, ACC, CER etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Attachment 3. **These references shall only be considered to ascertain the Bidder's compliance to Qualifying Requirement (QR).** No claims without supporting documents shall be accepted in this regard.

Bidders shall submit copies of the carbon credit trade invoice or the ERPA or any other documentary evidence that can substantiate the satisfactory execution of trade of carbon credits (VER, ACC, CER, etc.).

Bidders are required to furnish the relevant documents in support of meeting the Qualifying Requirements based on which selection is to be made as per format of the bidding documents.

Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following General Technical Evaluation (GTE) of the Tender:

" Do you certify full compliance on Qualifying Requirements "

Acceptance of above attribute shall be considered as bidder's confirmation to the following conditions:

- a) The number of reference Orders quoted by Bidder in the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.
- b) The reference Orders/ documents declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR).
- c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.

1. NGEL, if so desire, may verify the performance of the bidder from their respective clients.

i. After issuance of IFB/ NIT, NGEL may issue a communication separately to prospective bidders, who have been considered qualified meeting similar Technical QR in another tender in the past, stating that while submitting their bid, they are not required to submit the details/ documents pertaining to reference plants/ works/ past experiences in support of meeting Technical QR to the extent mentioned in the communication

In case the bidder who has been issued such communication from NGEL, intends to seek qualification under the same clause/ route (along with the same Associate/ Collaborator/ JV partner/ Consortium partner, if applicable) as mentioned in such communication, then such bidder shall not be required to submit details/ documents pertaining to reference plants / works / past experiences in support of meeting Technical QR while submitting their bid.

Such bidder shall be required to declare in Attachment-3A (Attachment seeking Bidder's Technical Qualification Detail) that they have received communication from NGEL and are not required to submit details/ documents pertaining to reference plants/ works/ past experiences for meeting Technical QR.

However, the bidder shall be required to submit any other details pertaining to Technical QR such as applicable Deed of Joint Undertakings/ Joint Venture Agreements/ Technology Transfer Agreements etc. (as applicable).

ii. In case such bidder, who has been issued above communication from Employer, wishes to seek qualification under a different clause/ route of QR and/ or with the support of a different Associate/ Collaborator/ JV partner/ consortium partner, then the bidder shall be required to furnish the requisite details pertaining to reference plants/ works along with supporting documents as sought in the bidding documents. In such a case, communication issued by the Employer as mentioned above shall not be considered applicable.

iii. All other bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of authentic Orders/Purchase Orders/Letter of Awards/Agreements, client certificates, registration certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix I (Undertaking from Statutory Auditor) and/ or Appendix-II (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.

iv. In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

- 1) Société Générale de Surveillance / SGS India Pvt. Ltd. (SGS)
- 2) International Certification Services Pvt. Ltd.
- 3) TÜV Rheinland (India) Pvt. Ltd.
- 4) TÜV SÜD South Asia Pvt. Ltd.
- 5) TÜV India Pvt. Ltd. (TÜV Nord Group)

- 6) Intertek India Pvt. Ltd.
- 7) Moody International (India) Pvt. Ltd.
- 8) RINA India Pvt. Ltd.
- 9) Competent Inspectorate and Consultants Pvt. Ltd.
- 10) KBS Certification Services Pvt. Ltd.
- 11) ICS India Pvt. Ltd.
- 12) Assure Quality Management Certification Services Pvt. Ltd.
- 13) International Inspection Services Private Limited
- 14) Hertz Inspection & Services Pvt. Ltd.
- 15) Quality Evaluation & Systems Team Pvt. Ltd.
- 16) Industrial Inspection and Verification Services (I) Pvt. Ltd.
- 17) Ravi Energie Pvt. Ltd.
- 18) IRCLASS Systems & Solutions Private Limited
- 19) Quality Services & Solutions Pvt. Ltd.
- 20) Certification Engineers International Ltd.
- 21) Aaditech Inspections & Services Pvt. Ltd.
- 22) Phistream Consulting Pvt. Ltd.
- 23) Conformity India International Pvt. Ltd.
- 24) Geochem Laboratories Pvt. Ltd.
- 25) Edlipse Engineering Global Private Limited
- 26) Dr. Amin Controllers Pvt. Ltd. (Amin)
- 27) Leon Inspection & Testing Pvt. Ltd.
- 28) LRQA Inspection Service India LLP (LRQA)
- 29) Electrical Research and Development Association
- 30) IRC Engineering Services India Pvt. Ltd.
- 31) RSJ Inspection Service Limited (RSJ)
- 32) Bureau Veritas (India) Pvt. Ltd.
- 33) Astron Certification India Pvt. Ltd.
- 34) TCRC Inspections Pvt. Ltd.
- 35) DNV Business Assurance India Pvt. Ltd.
- 36) BSCIC Certifications Pvt. Ltd.

In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned at NTPC tender website (<https://ntpctender.ntpc.co.in/>) under “Policy for Document Authentication Process in Tenders of NTPC Ltd” tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.

The following website may be referred for contact details and accreditation validity of above mentioned TPIAs: http://nabcb.gci.org.in/accreditation/reg_bod_inspection_bodies.php

Any document pertaining to reference order/relevant document in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.

v. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. NGEL shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor

Notes:

- i. If any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC/NGEL **or *Subsidiary / JV companies of NTPC*** in the past then in respect of such Contract(s)/Works, Bidder shall not be required to enclose Client Certificate (s) along with its bid.
- ii. In case a bidder submits documents / credentials in the present tender which were duly certified/ verified by Independent Statutory Auditor or specified TPIA for an earlier tender of NTPC/NGEL including its JV/Subsidiary, the same shall be considered for the purpose of evaluation.
- iii. It is clarified that where appointment of Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for such bidder.
- iv. The undertaking issued for previous tender (as per format) may be submitted by the bidders for similar future tenders.

5.5 DELETED

6.0 CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid upto the clarification end date. NGEL will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

NGEL will post the Clarifications under Clarification/Corrigendum tab at e-tender website. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.

Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query(ies) received from Bidders after the cut-off date shall be returned.

Bidders must check the Clarifications issued before submission of Bid. Should the Seller deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.

7.0 PRE-BID CONFERENCE: Not Applicable

8.0 ADDENDA/ CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, NGEL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The corrigendum/amendment will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments 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.

Bidders are advised to regularly check the tender regarding posting of Amendments, if any. To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, NGEL may, at its discretion, extend the deadline for the submission of bids.

PART C - PREPARATION OF BID

9.0 COST OF BIDDING

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and NGEL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.0 LANGUAGE OF BID AND UNITS OF MEASURE

- 10.1 The bid and all correspondence and documents relating thereto exchanged by the Bidder and NGEL shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of pertinent passages into English, in which case, for the purpose of interpretation of the bid such translations shall govern.
- 10.2 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

11.0 DOCUMENTS COMPRISING THE BID

- 11.1 The bid submitted by the Bidder shall inter alia comprise of the following documents:
- (a) Bid Form duly completed and digitally signed by the Bidder using Class II/III digital signatures, together with all Attachments identified in ITB Sub-Clause 11.3 below.
 - (b) Online Schedules of Quantities duly completed.
- 11.2 Bidding procedure shall be as specified in the NIT/Special Condition.
- 11.3 Each Bidder shall submit with his bid the following attachments:

11.3.1 TECHNO-COMMERCIAL BID

- (a) **Attachment 1-A: Tender Fee** (If specified in the NIT/Tender Enquiry) (To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal).

Attachment 1-B: Earnest Money Deposit: (If specified in the NIT/Tender Enquiry) (To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal).

Earnest Money Deposit shall be furnished in accordance with ITB Clause 14.0 in a separate sealed envelope in case paid in modes other than on-line payment. Bid

not accompanied by the requisite Earnest Money Deposit in a separate sealed envelope, or bid accompanied by Earnest Money Deposit of insufficient value, shall not be entertained and in such case, the bid shall not be opened and rejected pursuant to ITB Sub-Clause 14.4.

(b) **Attachment 2: Authority to Sign the bid** (To be uploaded in Pre-qual/Technical Cover/Envelope on the portal)

The Bidder shall furnish the following to check that the person(s) signing the bid has/have the authority to sign the bid and thus establish that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause No.13.

- i) In case of Sole Proprietorship Concern/Partnership Firm, Specimen signature of the Proprietor/all the partners duly attested by a scheduled Bank or First Class Magistrate.
- ii) In case of Private Limited Companies, Copy of Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc duly notarised
- iii) In case of Public Limited Companies and Statutory Corporations, Board resolution authorising the Executive to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company OR Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.
- iv) In case of Joint Venture/Consortium, Satisfactory evidence of authority of the person signing on behalf of the Bidder (Buyer) shall be furnished with the bid.

(c) **Attachment 3: Bidder's Qualifications** (To be uploaded on GePNIC portal with submission of Techno Commercial offer)

Documentary evidence establishing that the Bidder (Buyer) meets the Qualifying Requirements stipulated in the NIT/IFB including the following shall be furnished in Attachment-3 to the bid.

(A) Legal Status of the Company

1. In case of Sole Proprietorship Concern

- i) The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.
- ii) A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.

2. In case of Partnership Firm

- i) Certified photocopy of the Partnership Deed, with upto date amendments (if any).

- ii) Registration certificate issued by the Registrar of Companies concerned, if any.
- iii) In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.

3. In case of Private Limited Companies

- i) Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company.
- ii) Certificate of incorporation of the Company.

4. In case of Public Limited Companies and Statutory Corporations.

- i) Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.
- ii) Certificate of Incorporation of the company - In case of public limited Co. only.
- iii) Certificate of Commencement of Business - In case of public limited Co. only.

5. In case of Consortium/ Joint Venture bid

- i) The information listed in Qualifying Requirements in NIT/IFB/Tender Enquiry shall be submitted for each Joint Venture or Consortium partner.
- ii) The bid, shall be signed so as to be legally binding on all partners;
- iii) One of the partners shall be nominated as being in charge and shall be designated as leader; this authorisation shall be evidenced by submitting with bid, a power of attorney signed by legally authorised signatories of all the partners;
- iv) An authorisation authorising the leader to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture or Consortium and the entire execution of the Contract including payment to be done exclusively with the leader;
- v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (iii) above as well as in the Bid Form and in the Agreement (in the case of a successful bid);
- vi) Joint Venture / Consortium Agreement entered into by the Joint Venture or Consortium partners shall be submitted with the bid. The Joint Venture or consortium Agreement shall clearly specify the work and responsibility of each partner or a notarised copy.
- vii) A copy of the Partnership Deed/Memorandum & Articles of Association/Certificate of incorporation as the case may be of the prime Bidder and all the Partners of Joint Venture / Consortium shall also be enclosed.

(B) Financial Status

In support of meeting the Financial criteria specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender Enquiry, the following documents shall be furnished with the bid:

1. Audited financial results of preceding 3 financial years or Balance Sheet and Profit & Loss account statement of preceding 3 financial years duly certified by a Chartered Accountant.
2. Solvency Certificate from Bankers, issued not earlier than fifteen (15) days prior to the scheduled date of bid opening of the Package, if asked for in the NIT/Tender Enquiry.

(C) Proof of Execution of Works

In support of meeting the work execution requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the following documents shall be furnished with the bid.

- i) Copies of the Letter of Award/Purchase orders/Contracts.
- ii) Certificate(s) from the Client(s) for successful execution of the assignment with value and period of execution.

(D) Other requirements specified in the Qualifying Requirements.

In support of meeting the other requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the documents specified in the Special Contract shall be furnished with the bid.

The documentary evidence of the proposed sub-contractor's qualifications against the sub qualifying requirements if so specified in the bidding documents shall also be furnished in Attachment - 4. - See Sub-Clause (d) below.

Notwithstanding anything stated above, NGEL reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder (Buyer) / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of NGEL.

The physical assessment shall include but not be limited to the assessment of the office/facilities/banker's/reference works by NGEL. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding documents.

d) Attachment 4: General Declaration of Bidder (Buyer) (To be uploaded in Pre-qual/Technical Cover/Envelope on the portal)

Declaration that the Bidder (Buyer) has carefully examined the Bidding Documents in totality and his authorized personnel have visited the site for assessment of all factors for

the purposes of bidding.

- e) **Attachment 5: Electronic Fund Transfer (EFT) Authorisation Form** (*To be uploaded in Pre-qual/Technical Cover/Envelope on the portal*)

Authorisation Form for release of payments through Electronic Fund Transfer System.

- f) **Attachment 6: Details of PF, ESI, PAN and GSTIN Regn** (*To be uploaded in Pre-qual/Technical Cover/Envelope on the portal*)

The details of registration for PF, ESI, PAN and GSTIN to be furnished.

In case GSTIN details are not provided, it shall be considered that the Bidder is an unregistered dealer.

- g) **Attachment 7: Compliance to Scope of Work** (*To be uploaded in Pre-qual/Technical Cover/Envelope on the portal*)

The Bidder shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications (Section IV)

- h) **‘NIL’ Deviations Certificate** (To be accepted online under GTE)

No deviation, whatsoever, is permitted by NGEL to any provisions of Bidding Documents.

The acceptance of above in line Bid Invitation and the Bidder (Buyer)s are required to confirm acceptance of the same by accepting the following condition:

“Do you certify full compliance to all provisions of Bid Documents?”

Acceptance of above condition shall be considered as Bidder's confirmation to the following:

- (a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard.
- (b) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to NGEL, failing which the Earnest Money Deposit shall be forfeited.

- i) **Declaration on Qualifying Requirements** (To be accepted online under GTE)

Declaration by the Bidder towards compliance on "Qualifying Requirements" shall be submitted as following:

- (a) The number of reference Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.

- (b) The reference Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified above shall not be considered for evaluation/establishing compliance to Qualifying Requirements.
- (c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the Bidder.

(n) Declaration on Debarment Policy (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by Debarment Policy of NGEL displayed on NTPC's website <http://www.ntpctender.com> indicating his compliance to the provisions of ITB Sub-Clause 30 to be furnished by accepting the following GTE condition:

Do you certify full compliance to all provisions of Bid Doc?"

(o) Declaration on Fraud Prevention Policy (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of NGEL displayed on NTPC's website <http://www.ntpctender.com> indicating his compliance to the provisions of ITB Sub-Clause 29 to be furnished by accepting the following GTE condition:

"Do you accept the Fraud Prevention Policy of NTPC"

11.3.2 PRICE BID

In the Bill of Quantity (BOQ) provided, the Bidder shall quote the prices, taxes etc. as asked for in the BOQ. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal.

Bidders should quote their unit prices against total number of carbon credits specified in the BOQ (excel file) in Indian Rupees and upload the same on e-tender portal.

The price quoted by the bidder should be exclusive of all taxes and duties and levies etc as necessary to affect the sale of carbon credits in accordance with the laws of Government of India. All such taxes, duties & levies should be quoted by the bidder in the relevant field of BOQ and shall be borne by the bidder in addition to the transfer charges, if applicable, for transfer of credits from account of NGEL to account of the successful bidder.

As per the existing rules of VERRA, issuance fee is to be paid to VERRA for getting the VERs issued to the account of Project Proponent i.e. NGEL/NTPC. VER issuance fee shall be borne by NGEL.

- 11.4 Filling the information in the attachments with answers like "shall be given later" "or" "shall be mutually discussed and finalised" etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of NGEL or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for. Non-compliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid. The information

furnished by the Bidder should be consistent, correct and true. NGEL reserves the right to verify the information given and if found incorrect, the bid may be rejected.

11.5 A conditional Price Bid shall run the risk of rejection.

11.6 Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid.

12.0 BID PRICES AND PRICE BASIS

12.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire scope on a “single responsibility” basis such that the total bid price covers all the bidder's/ buyer's obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the on-line Price Schedules.

12.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the Special Conditions.

12.3 The rates/prices quoted in the Bill of Quantity shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified sale of carbon credits in accordance with the Bidding Documents.

12.4 The rates/amount quoted in the Bill of Quantity (BOQ) shall be exclusive of all GST and all other taxes & duties .

In the Bill of Quantity (BOQ) provided, the Bidders shall quote the prices, taxes etc. as asked for in the BOQ.

12.5 The bidder/buyer shall be responsible for payment of any tax levied *on the* sale of carbon credit in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any except GST. Payment of GST shall be the responsibility of NGEL.

The rate/amount quoted by the bidder in the BOQ shall be exclusive of GST and all other taxes & duties applicable as per the rates prevailing as on seven (7) days prior to the last date of bid submission. The rate of GST and all other taxes & duties applicable as per the rates prevailing as on seven (7) days prior to the last date of bid submission, shall be quoted under relevant heading in the MS Excel Bill of Quantity. However, the applicable Taxes & Duties including GST on Sale of Carbon credit shall be to the account of the bidder and the same shall be borne by them. The applicable GST amount on sale of carbon credit which are required to be paid /deposited by NGEL to the concerned authorities, the same shall be deposited by NGEL to the Concerned authorities and the same amount of GST shall be paid by the bidder/buyer to NGEL/Seller in addition to price of carbon credits. Further, any other taxes and duties, levies, transaction charges on transfer of credits applicable on sale of carbon credit, the same shall be borne and paid by the bidder/buyer to the concerned authorities and documentary evidence regarding payment of the same shall be furnished by the bidder/buyer to NGEL.

Further, any other fees, cess, levies, etc. required to be paid for sale of carbon credit shall be to the account of the bidder/buyer and shall be borne and paid by them to the concerned

authorities.

- 12.6 The Bidder (Buyer) shall necessarily declare, as part of his bid, the GST applicable in the Bill of Quantities.

13.0 BID VALIDITY

- 13.1 The Bidder (Buyer) shall keep his bid valid for a period of 120 days from the date of opening of the techno-commercial bid, unless otherwise specified in the Special Conditions, during which period the Bidder (Buyer) agrees not to vary, alter or revoke his bid either in whole or in part.

The Stage-I (Techno-Commercial) Bids initially shall remain valid and open for acceptance for One Hundred Twenty Days (120) days from the date of opening of Stage-I (Techno-Commercial) Bid.

Further, stage-II (Price) Bid including Stage-I (Techno-Commercial) Bid to the extent not contrary to the bidding documents read in conjunction with the amendments/ errata/ clarification issued shall remain valid and open for acceptance for One Hundred Twenty Days (120) days from the date of opening of Stage-II (Price) Bids.

The bids valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.

- 13.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Seller may request the Bidder (Buyer)s to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder (Buyer) agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his Earnest Money Deposit for the period of the extension.

14.0 BID SECURITY / GUARANTEE / EARNEST MONEY

Bid security shall be in the form of EMD BG on GePNIC Portal.

- 14.1 The Bidder (Buyer) shall furnish, as part of his bid, a Earnest Money Deposit in the amount and currency as stipulated in NIT/IFB/Tender Enquiry at NGEL address mentioned in NIT/IFB before the last date and time of bid submission, in a separate sealed envelope, superscribed on the top as under:

“ORIGINAL EARNEST MONEY DEPOSIT FOR (NAME OF PACKAGE) SPECIFICATION NO. DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER (BUYER)).”

In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal and in a separate sealed envelope.

- 14.2 **The Bid Security shall, at the Bidder's option, be in the form of Electronic Fund Transfer (EFT) or Bank Guarantee** from any of the banks specified in the Special Conditions or Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security/Performance security included in the Bidding Documents only. The EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder (Buyer) shall ensure that all the points of check list are replied in "Yes".

- 14.2.1 The bid security can be submitted in the form of Electronic transfer/NEFT Payments in the following account details of NGEL:

Account name	NTPC Green Energy Ltd
Bank Name	Axis Bank
Type of Account	Current
Bank Account No	922020025003612
IFSC Code	UTIB0000022
Branch address	Branch address - B-2 & B-3, Sector 16, Noida, U.P. – 201301

While carrying out online transfer, Bidders shall ensure to enter "Tender No. - Bidder Name" in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to Employer and also upload the details on NTPC e-tendering portal website <https://eprocurentpc.nic.in> (GePNIC Portal) (FEE Cover) in the following format:

<p><u>Details for Payment for Bid Security through Electronic Fund Transfer (EFT)</u></p> <p>Tender ID:</p> <p>Bidder Name:</p> <p>UTR Reference:</p> <p>Amount:</p> <p>Date of Transfer:</p> <p>Transferor Bank:</p> <p> (Signature of Bidder with Seal)</p>
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- 14.3 Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.
- 14.4 Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by NGEL as being non-responsive and shall be rejected without being opened. Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case paid in modes other than on-line payment) in a separate sealed envelope shall be rejected by NGEL as being non-responsive and shall not be opened.

- 14.5 ~~In case of Single Stage Single Envelope bidding process, the EMD of all the Bidder (Buyer)s except recommended/evaluated L-1 Bidder (Buyer) shall be returned immediately after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.~~

The Bid Security (in case of Stage-I (Techno-Commercial Bid) and extension of bid security (in case of Stage-II (Price Bid) shall be furnished in a separate sealed envelope.

In case of Single Stage Two Envelope and Two Stage bidding process, the EMD of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with Letter communicating rejection of Technical Bid. The EMD of all the Bidders except recommended/evaluated L-1 Bidder, whose price bids are opened, shall be returned immediately after finalization of evaluation report/recommendations by the Tender Committee (TC) whether the recommendation of TC is for award/ negotiation/annulment.

An intimation in this regard shall also be sent to all such Bidders, after return of their EMD, through e-tendering system/e-mail by the concerned executive.

- 14.6 BG against Bid Security issued by a Bank outside India 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 borne by NTPC Green Energy Limited.
- 14.7 The Earnest Money Deposit of the successful Bidder (Buyer) to whom the Letter of Award is issued will be returned when the said Bidder (Buyer) has signed the Agreement pursuant to relevant clauses of ITB/**Technical Specification**.
- 14.8 The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Seller:
- a) If the Bidder withdraws or varies its bid during the period of Bid validity.
 - b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 23.2.
 - c) If the Bidder refuses to withdraw, without any cost to the Seller, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents;
 - d) In the case of a successful Bidder / Buyer, if the Bidder / Buyer fails, within the time limit,
 - (i) to sign the Agreement in accordance with ITB clause 27.0 and/or
 - (ii) to furnish the required amount of advance payment.
 - e) If the Bidder / Buyer / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
 - f) In case the Bidder (Buyer) / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact, if applicable.

- 14.9 **CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM**

(SFMS)/SWIFT

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

(i) Bank Name: Axis Bank

(ii) Branch & Bank Address: B-2 & B-3, Sector 16, Noida, U.P. – 201301

(iii) IFSC Code: UTIB0000022

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: SFMS Type – IFN 760COV/IFN 767COV

14.10 No interest will be payable by NGEL on the said amount covered under Earnest Money Deposit.

14.11 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 14.12 below:

(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with 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 NGEL's banker stating the date of sending.

c) An undertaking from the issuing Bank strictly as per format enclosed at in the bidding documents.

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

(ii) Bidders shall also be required to upload the scanned copy of the BG on GePNIC portal.

14.12 The bidder shall be required to submit all the documents in the manner as specified at para 14.11 above, to reach NGEL/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened.

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

15.0 TIME SCHEDULE

The entire transaction and payment covered under the sale process shall be completed within the time specified in the Special Condition and further elaborated in the Technical Specifications.

PART D - SUBMISSION OF BID

16.0 SEALING AND MARKING OF BID.

Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable.

- 16.1 Documents to be submitted in physical form (as brought out at ITB clause 11.3.1) shall be sealed and marked in the following manner:
- (i) The Earnest Money Deposit furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1 : TENDER FEE DETAILS and EARNEST MONEY DEPOSIT".
 - (ii) The power of attorney furnished in accordance with ITB Clause 11.3.1(b) shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-2 : POWER OF ATTORNEY".

The envelopes shall then be sealed in an outer envelope.

- 16.2 The inner and outer envelopes shall:

(a) be addressed to the Seller i.e. NGEL at the address given in the NIT/Tender Enquiry/Special Contract, and

(b) bear the Package name indicated in the NIT/Tender Enquiry, the Invitation for Bids number indicated in the NIT/Tender Enquiry, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the NIT/Tender Enquiry, pursuant to ITB clause 16.

- 16.3 The inner envelopes shall also indicate the name and address of the Bidder (Buyer).

- 16.4 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Seller will assume no responsibility for its misplacement.

17.0 BID SUBMISSION

Bidders are requested to submit offer / proposal as under:

A OFFLINE

- a) Tender Fee Detail
- b) EMD detail
- c) Authority to Sign the bid

B ONLINE

- a) **TECHNO-COMMERCIAL BID (STAGE-I)**

I. COVER TYPE: FEE

The bidder shall furnish Scanned copy of following:

- a. **Earnest Money Deposit (if applicable)**

b. Tender Fee (if applicable)

Any other document asked for in the Special Contract.

II. COVER TYPE: TECHNICAL

a. Acceptance of conditions of GTE

Bidders may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected

b. Bid Submission Form

c. Attachment 2: Authority to Sign the bid (scanned copy)

d. Attachment 3: Bidders Qualification Documents

e. Attachment 4: General Declaration

f. Attachment 5: Electronic Fund Transfer (EFT) Form

g. Attachment 6: Details along with Copy of PAN and GSTIN.

h. Attachment 7: compliance to scope of work etc.

b) FINANCIAL BID (STAGE-II)

I. COVER TYPE: FEE

The bidder shall furnish Scanned copy of following:

a. Extension of Earnest Money Deposit (in case paid in modes other than on-line payment)

II. COVER TYPE: FINANCIAL

b. BOQ/ Price Bid

PRICE BID: In the Bill of Quantity (BOQ) provided, the Bidder shall quote the prices; taxes etc. as asked for. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal.

The on-line bid is to be digitally signed using a valid Class II/III digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India, failing which the bid shall be rejected

18.0 DEADLINE FOR SUBMISSION OF BID

18.1 Bid must be received by NGEL at the address referred in the NIT/Tender Enquiry/ Special Contract , no later than the time and date stated in the NIT/Tender Enquiry. Bid shall be submitted online on GePNIC Portal.

18.2 NGEL may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 8.0 above, in which case all rights and obligations of the Seller and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

19.0 LATE EARNEST MONEY DEPOSIT

Any Earnest Money Deposit (or extension thereof) bid received by NGEL after the bid submission deadline prescribed by NGEL, pursuant to ITB Clause 18, will be rejected and online bid will not be opened.

20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID

- 20.1 Bidders are requested to submit the bids on-line on NTPC/NGEL e-tender Portal.
- 20.2 Bids shall be hosted / uploaded and submitted on the NTPC/NGEL e-tender portal by the date & time specified in the NIT/Basic data of the Tender in the e-tender portal.
- 20.3 Bid Modification and withdrawal: The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.

No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14.7(a) above.

- 20.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in clause 13.0 of ITB.

Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Sub-Clause 14.7(a) and shall be treated as ineligible for participation in the future tenders issued from NTPC/NGEL for a period of 06 months from the date of withdrawal of the bid

PART E - BID OPENING AND EVALUATION

21.0 BID OPENING

The bids will be opened at the time, date and location notified in the NIT/IFB/Tender Enquiry. Bidder's presence during bid opening is not allowed.

22.0 CLARIFICATION OF BIDS

Bidder's attention is drawn that during the period, the bids are under consideration, the Bidder is advised to refrain from contacting by any means, NGEL and/or his employees/representatives on matters related to the bids under consideration and that if necessary, NGEL will obtain clarifications from the Bidder in writing. Any effort by a Bidder to influence NGEL's processing of bids or award decisions will result in the rejection of the Bidder's bid.

During the bid evaluation NGEL may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements/reference documents declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements/reference documents in the bid by

new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements/reference documents for conforming to Qualifying Requirement shall be sought, offered or permitted.

23.0 EVALUATION AND COMPARISON OF BIDS

23.1 BID EVALUATION

23.1.1 NGEL will initially determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one

(i) that affects in any substantial way the scope, quality or performance of sale transaction of carbon credits; or

(ii) that limits in any substantial way, inconsistent with the Bidding Documents, NGEL's rights or the Bidder's obligations under the sales of carbon credits against this tender; or

(iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

23.1.2 NGEL's determination of a bid's responsiveness is to 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 NGEL, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23.1.3 DELETED.

23.1.4 DELETED.

23.2 Arithmetical Correction

Arithmetical errors in the bid will be rectified on the following basis:

If on check there are found to be differences between the rates/prices given by the Bidder in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:

(a) In the event of a discrepancy between description in words and figures in respect of item rates quoted by a Bidder, the description in words shall prevail.

(b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the quantity and the unit rate, the units shall be regarded as firm and extension shall be amended on the basis of the unit rate.

(c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.

- (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the bid sum amended accordingly. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder.
- 23.3 The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.
- 23.4 After evaluation of Stage- I (Techno-Commercial) Bid, NGEL may invite Stage-II (Price) bid from the bidders who have been considered qualified and whose bid has been considered Techno-Commercially responsive.

NGEL will open Stage-II (Price) Bid on the date mentioned in the GePNIC portal. Bidder's attendance during the Price Bid opening in NGEL's Premises is not envisaged.

In case requisite bid security extension pursuant to ITB Clause titled 'Bid Security', is not submitted before the stipulated Price Bid submission closing date and time then Bid shall be rejected by NGEL as being nonresponsive and shall not be opened.

Any information on the quoted prices and/or the details of the bidders etc. shall be restricted by NGEL and NGEL shall not be obligated to disclose any information of the bids to any bidder(s).

Bidder's, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents or who are debarred under NGEL's Policy for Debarment from Business Dealings relating to some other tender/contract, shall also be informed in writing that their bid has been rejected and their bid security shall be returned, in accordance with ITB clause 14.5.

- 23.5 Subsequent, to opening of price bids, forward auction shall be conducted on the e-tender portal. Date and time of auction shall be intimated to those bidders who have been shortlisted based on the criteria mentioned at Annexure-I to ITB.

23.6 Post-Qualification

- 23.6.1 NGEL will determine to its satisfaction whether the Bidder is qualified in terms of the Qualifying Requirements (QR) stipulated in NIT/IFB/Tender Enquiry and other criteria detailed elsewhere in the bidding documents.
- 23.6.2 DELETED.
- 23.6.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.
- 23.6.4 DELETED.

PART F - AWARD OF CONTRACT

24.0 AWARD CRITERIA

Subject to ITB Clause 25.0 and NGEL's Policy for Debarment from Business Dealings, NGEL will issue letter of award/sale intimation letter to the Bidder (Buyer) whose bid has been determined to be substantially responsive to the Bidding Documents and whose price bid has been adjudged as the highest evaluated bid after Forward Auction (if applicable) as per methodology indicated in Annexure-I to ITB.

No contract shall be awarded to a Bidder against whom a Debarment Order has been issued as per NGEL's Policy for Debarment from Business Dealings.

25.0 SELLER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

Notwithstanding ITB Clause 24.0, the Seller reserves the right to accept, (whole or in part) and the Bidder (Buyer) shall be bound to perform the same at his quoted rate after forward auction (if applicable), or reject any bid for any reasons including national defence and security consideration and to annul the bidding process and to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder (Buyer) or Bidder (Buyer)s or any obligation to inform the affected Bidder (Buyer) or Bidder (Buyer)s of the grounds for the Seller's action. Decision of Seller shall be final and binding in this regard.

26.0 LETTER OF AWARD

26.1 Prior to the expiration of the bid validity prescribed by NGEL, the Seller will issue a Letter of Award(LOA)/Sale Order to the successful Bidder (Buyer) containing reference of the documents which form the agreement, Scope of Work, Sale Price, time schedule, terms of payment, and other important aspects in consideration of the execution and completion of the sale of carbon credits.

26.2 This Letter of Award/Sales Order/Sale Intimation Letter etc will constitute the formation of the agreement.

26.3 Prior to the expiration of the bid validity prescribed by the Seller (NGEL), the Seller can issue a Brief Letter of Award (LOA) to the successful Bidder (Buyer) containing reference of the tender, offer and Price. This brief letter of award shall constitute the formation of the agreement.

27.0 SIGNING OF AGREEMENT

27.1 The Successful Bidder (Buyer) shall enter into an Agreement with the Seller within **twenty five (25)** days from the date of Letter of Award or within such other time, as may be desired by the Seller. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value.

27.2 Manner of Execution of Emissions Reduction Purchase Agreement (ERPA)

- a) The successful Bidder (Buyer), whose Bid has been accepted and documents verified (at the discretion of NGEL), shall be notified of the award by NGEL before the expiration of the Bid-Validity period by written or electronic means. This notification shall be referred to as "Letter of Confirmed Quantity Award - LoCQ" and shall state the sum (hereinafter called the "Agreement Price") that the Bidder (Buyer) in receipt of LoCQ shall pay NGEL in consideration of the purchase of allotted (Confirmed Quantity) VERs.

- b) The LoCQ shall constitute the legal formation of the Agreement, subject only to the furnishing of Advance Payment as per the provisions of the sub-clauses below.
- c) Along with Letter of Confirmed Quantity, NGEL shall also issue the Emissions Reduction Purchase Agreement (ERPA), duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder (Buyer).
- d) The Successful Bidder (Buyer) should acknowledge and unconditionally accept, sign, date and return the Letter of Confirmed Quantity and a copy of Emissions Reduction Purchase Agreement (ERPA) by registered/ speed post or by suitable digital means within seven (7) days from the date of issuance of LoCQ and ERPA.
- e) The ERPA shall be taken to be legally effective from the date of its signing. The successful Bidder (Buyer) may point out to NGEL, in writing/ electronically, any anomalies noticed in the ERPA within seven days of its receipt.
- f) In case of non-receipt of duly signed and dated ERPA, within the stipulated timeline, NGEL reserves the right to forfeit the Bid Security of such successful Bidder (Buyer). NGEL also reserves the right to approach the next highest Bidder (Buyer(s)) for matching price offered by H1 Bidder and initiating the award of the VERs to such Bidder(s).

28.0 INELIGIBILITY FOR FUTURE TENDERS

- 28.1 Notwithstanding the provisions specified in ITB Sub-Clause 14.7 and ITB clause 27, if a Bidder (Buyer) after having been issued the Letter of Award / LoCQ either does not sign the Agreement pursuant to ITB Clause 27 or does not furnish the requisite amount of advance payment in line with the provisions of the bidding documents/agreement, and which results in retendering of the package, then such Bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such Bidder (Buyer) shall also be dealt as per the provisions of policy for Debarment from Business Dealings.
- 28.2 If a Bidder (Buyer) after opening of tenders where EMD is 'NIL/Not applicable' or exempted for Bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such Bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid and also in re-tendering of this particular package.
- 28.3 If a Bidder after having been issued the Letter of Award/ LoCQ of a package where EMD is 'NIL/Not applicable' or exempted for Bidder as per policy guidelines, either does not sign the ERPA pursuant to ITB Clause titled 'Signing of Agreement' or does not furnish requisite amount of advance payment as per the provisions of bidding documents and which result in retendering of the package, then such Bidder shall be treated ineligible for participation in re-tendering of this particular package. Further, such Bidder shall also be dealt as per the provisions of the agreement / bidding documents and policy for Debarment from Business Dealings.

29.0 ADHERENCE TO FRAUD PREVENTION POLICY

The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Seller

(NGEL) displayed on its website <http://www.ntpctender.com>. The Bidder shall immediately apprise NGEL about any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the Bidder along with his bid by accepting the GTE condition "Acceptance of Fraud Prevention Policy of NTPC/NGEL".

If in terms of above policy it is established that the Bidder / his representatives have committed any fraud while competing for this order, NGEL shall be entitled to disqualify the Bidders from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, NGEL shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.

30.0 POLICY FOR DEBARMENT FROM BUSINESS DEALINGS

30.1 NGEL has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned in ITB. Business dealings may be withheld or banned with the Bidder on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.

Bidders shall certify their compliance on "Policy for Debarment from Business Dealings " of Seller by accepting the following General Technical Evaluation (GTE)/ format of the Tender at e-Tender Portal.

"Do you certify full compliance to all provisions of Bid Doc?"

Acceptance of above GTE/ format shall be considered as Bidder's confirmation to the following conditions:

(1) Bidder has read the contents of Debarment Policy (version mentioned below) displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy.

a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.

b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.

c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.

(2) Bidder further confirms as under:

that if at any point subsequent to award, the declarations given above are found to be incorrect, NGEL shall have the full right to terminate the order and take any action as per applicable laws for breach of agreement including forfeiture of Bid Security/advance payment.

30.2 The version of Policy for Debarment from Business Dealings presently followed by NTPC/NGEL is Rev-4.

31.0 DELETED

32.0 DELETED

33.0 Anti-Bribery and Anti-Corruption (ABAC) Policy:

The Bidder and its employees along with its Associate/ Collaborator/ Sub-Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of NGEL shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of NGEL displayed on tender website <https://ntpctender.ntpc.co.in/>.

Bidders shall certify their compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy” of Seller by accepting the following GTE at the e-Tender Portal:

“Do you certify full compliance to all provisions of Bidding Document?”

Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall be considered as Bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by “Anti-Bribery and Anti-Corruption (ABAC) Policy” of NGEL as displayed on tender website at <https://ntpctender.ntpc.co.in/> under section ‘policy docs’ and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti-bribery and the ABAC Policy of NGEL.

NTPC GREEN ENERGY LIMITED
(A wholly owned subsidiary of NTPC Ltd.)



FORWARD-AUCTION -ON GePNIC Portal

Online Auction platform and Support Services Provided by GEPNIC:
<https://eprocurementpc.nic.in>

Subject: Sale of 1,00,000 Carbon Credits (VER'S) Of RE Projects (Wind and Solar) Of NTPC Green Energy Limited Registered Under VCS (Verified Carbon Standard) Program

Tender Ref. No.:

NTPC Green Energy Limited shall be referred to as 'The seller' for conducting of online auction for the "Sale of 1,00,000 Carbon Credits (VER'S) Of RE Projects (Wind and Solar) Of NTPC Green Energy Limited Registered Under VCS (Verified Carbon Standard) Program". All these Carbon Credits will be sold on "**As it is and as is where is basis with NIL Deviation**". The bidders should be aware of terms & conditions indicated in the auction catalogue/e-tender portal. **It is presumed that bidders participating in the auction are fully known with the terms & conditions of bidding documents.**

Auction Schedule of Activities:

Project / Site	NTPC Green Energy Limited
Auction ID :	Shall be intimated later
LOT Nos.	1 (consisting of 1,00,000 carbon credits)
Auction Start date and time :	Shall be intimated later
Bid Currency	Bid has to be placed in Indian Rupees (INR)
Auction Platform :	Online forward auction through GePNIC Forward Auction Portal https://eprocurementpc.nic.in
Contact Information	Mr. Abhishek Kumar, 0120-2356601 abhishekkumar02@ntpc.co.in Mr. Dhananjay Mohapatra, 0120-2356517 ghananjaymohapatra@ntpc.co.in

Tender Cum Auction (e-Forward Auction) in Govt. eProcurement System of NIC (GePNIC)

Instructions to Bidders

1. Tender Cum Auction is a combination of electronic Tender followed by Auction (Forward Auction) in GePNIC. It is generally called as e-Auction. The Forward Auction as the case may be, will be conducted after Opening of Price/ Financial Bids.
2. Bidder's eligibility in the Forward Auction will also depends on the "Bidders Elimination Process" in the tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender in case of Forward Auction. Hence, **bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction.**
3. **Ranking & Shortlist of Bidders for Auction-** After completion of evaluation of Techno-Commercial bids, price bids of all qualified bidders shall be opened. Ranking of all the qualified bidders shall be done based on their **quoted price** (including all taxes & duties and other charges). Highest Rank (Rank-1) will be given to the bidder who has quoted the highest price in the price bid (i.e. H1 bidder) and so on. Further, the following methodology shall be adopted for shortlist of bidders for participation in the Forward Auction process:

Sl. No.	No. of Qualified Bidders	Action to be done
a)	Upto 4 bidders	Forward Auction shall be carried out with all the bidders.
b)	5 or more than 5 Bidders	Forward Auction process shall be carried out after removing one (1) Lowest Evaluated Bidder (i.e. L1 Bidder).

All the short-listed bidders for Forward Auction shall be intimated about their eligibility for participation in Forward Auction, before the start of Forward Auction.

4. After opening of the price (financial) bids, System will display H1 bidders price based on **overall price basis** automatically.
5. The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
6. There will be no participation fees for the Auction. The bidders will get an opportunity to change their prices by participating in the auction. In the case of Forward Auction, the highest price among the prices quoted by the bidders in the auction will be taken as the final price quote of the bidder against the tender.
7. Using the system provided price as mentioned at sl. no.- 4 above, which would normally be considered as auction start price (but can be changed by the Tender

Inviting Authority (TIA), if required) and accordingly, will create Forward Auction as the case may be and the auction will be published by the TIA.

8. Minimum increment value for Auction shall be decided by TIA and same shall be intimated before start of Auction.

9. The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon wrt auction / other requirements of that tender.

10. The server time as displayed on the portal during the auction will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.

11. As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the H1 bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Forward auction process.

12. Participation in Forward Auction:

a) Bidders shall login using their login ID & Password and then using DSC.

b) Click on '**My Auctions**' button given in left side of page, to view all Auction details for which bidder is Techno-Commercially qualified.

c) For participating in Live Auction during schedule date & time,

- i. Click on **Live Auctions** Button.
- ii. Click on **View** button to participate in the interested Auction.
- iii. There is List of qualified Lots in which Bidder can participate against selected Auction. Click on **Hammer** Icon to participate in the respective lot.
- iv. On clicking Hammer Icon, system will show Start price, Incremental price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
- v. **In case of Forward Auction : Enter your Price in 'My Auction Price in Rs'** in multiples of incremental value and below Max Seal % value, then **sign it digitally** by clicking on Sign Icon and Click on **submit** button.
- vi. System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
- vii. On clicking "Refresh" Link in the auction screen, the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show highest amount/ rate which any Bidder would have quoted.

13. The live auction will be extended automatically by "Auto Extension Time in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid

bids. Bidder should follow the auction end/close time as displayed on the screen.

- 14.** During the auction the bidders are also advised to click “Refresh” link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become H1 for the item during this time. To overcome this situation, the bidders are also advised to click “Refresh” link for refreshing their webpage frequently.
- 15.** The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.
- 16.** The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.
- 17.** For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.
- 18.** Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- 19.** Non submission of bid/quote during live auction within due date / time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.
- 20.** The Tender Inviting Authority reserves the right to postpone, suspend/pause, resume and extend the Auction, if required.
- 21.** Bidder shall not divulge their bids to any other party during auction. If a Bidder or any of its representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including black listing shall be taken against such bidders as per procurement guidelines/policies of the TIA.
- 22.** After the conclusion of the online forward auction, all bidders who have participated in Forward auction may see the overall Comparative chart i.e. H1 price of the Auction.
- 23.** Based on the H1 price of each bidder as well as the price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by Tender Inviting Authority.

- 24.** The Tender Inviting Authority normally reserves the right to extend, reschedule or cancel the forward Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 25.** Bidding will be conducted **only in Indian Rupees** as indicated in the tender.
- 26.** Validity of bids: Price shall be valid for a period of defined number of days from the date of forward auction or as specified in the tender. These shall not be subjected to any change whatsoever.

Auction Terminology

Forward Auction: A bidder shall quote over and above the Starting Price or Current Auction Price considering the minimum increment value.

Auction Start Date & Time and Auction End Date & Time:- Live auction would be conducted during this period.

Auction Elapse Time in minutes: It is the minute(s) before the 'Auction End Time' and acts as a trigger for auto extension of current auction. If a bid is received successfully within these minutes, the auction will be extended by the time defined as "Auto Extension Time in Minutes".

Auction Bid Auto Extensions in minutes: The Auction End Time will be extended by this 'Auto Extension Time in Minutes', If a bid is received successfully within 'Elapse Time' in Minutes. Process will continue till no bid is received in elapse time.

Auto Extension Restriction Required: If procuring entity (TIA) desires to restrict the number of Extensions during Live Auction then TIA will specify this parameter as 'Yes' and also specify the number of extensions required. System will accordingly, extend the Auction only for specified number of times. If unlimited Extensions is required, then TIA will specify it as No.

Max Seal Percentage: It defines maximum value a bidder can quote in multiples of incremental value in the auction.

In case of Forward Auction, in order to displace a standing highest bid and to become "H1", a bidder can offer a minimum bid increment or in multiples of incremental value up to or below Max Seal %.

For ex:

Current price: Rs. 49,000	Increment value: Rs. 1,000
Maximum Seal % : 50	

In this case a bidder can quote minimum increment amount as Rs 49,000 + 1,000 = Rs. 50,000 and maximum increment amount as 49,000 + 24,500 + 1,000 = 74,500 = 74,000* (as increment value is in terms of 1000).

Bidder Elimination process: If the procuring entity (TIA) wish to eliminate bidders who is offering very low price from participating in Forward Auction, then TIA will select this option as **Yes**.

Minimum Bidder for Elimination: 5 (recommended value) - If procuring entity has received the minimum number of bids, say 5 then system will initiate the Bidder Elimination process.

Number of Bidder to Eliminate: 1(recommended value) - When the system will implement Bidder Elimination process, then system will eliminate say 1 (or mentioned number of Bidder) and start the Auction process with rest of the Bidders.

In case of Forward Auction, Bidder, as mentioned above (Ranking & Shortlisting of bidders for Auction), will be eliminated from participating in the auction even though qualified in the techno-commercial evaluation.

NTPC GREEN ENERGY LIMITED
(A wholly owned subsidiary of NTPC Ltd.)



CORPORATE CENTER, GREATER NOIDA

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

SPECIAL CONDITON FOR SALE

(DOMESTIC COMPETITIVE BIDDING)

FOR

**“SALE OF 1,00,000 CARBON CREDITS (VER’S) OF RE PROJECTS (WIND AND SOLAR) OF
NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON STANDARD)
PROGRAM”**

SPECIAL CONDITIONS FOR SALE

1.	TYPE OF BIDDING	TWO STAGE BIDDING Stage-I A: Tender Fee and EMD details B: Techno-commercial Bid Stage-II: Financial Bid		
2.	FORWARD AUCTION	APPLICABLE		
3.	PRICE BASIS	FIRM		
4.	PRE-BID CONFERENCE (ITB clause 7.0)	Not Applicable		
5.	COST OF BIDDING (ITB Cl.9.0)	INR 900/- (Indian Rupees Nine Hundred Only)		
6.	DOCUMENTS COMPRISING THE BID (ITB clause 11.0, 11.1, 11.3.1, 11.3.2, 17)	Attachment	Applicable (YES/NO)	Mode of Submission (Physical /Online/ Both)
		Tender Fee	YES	Both
		Attachment 1: Bid Security	YES	Both
		Attachment 2: Authority to Sign the bid	YES	Physical
		Attachment 3-A1 & 3-A2: Buyer's Qualifications	YES	Online
		Attachment 4: General Declaration of Buyer	YES	Online
		Attachment 5: Electronic Fund Transfer (EFT) Authorization Form	YES	Online
		Attachment 6: Details of PAN and GSTIN Regn	YES	Online
		Attachment 7: Compliance to Scope of Work	Yes	Online
		Attachment 8: Anti-Bribery and Anti-Corruption (ABAC) Policy	Yes	Online
		Do you certify full compliance on Qualifying Requirements	YES	Online GTE Declaration
		Do you certify full compliance to all provisions of Bid document		
		Declaration on debarment from Business Dealings Policy		
		Declaration on Fraud Prevention Policy		
Price Bid	YES	BOQ/ Price bid online		

7.	BID SECURITY/ GUARANTEE/ EARNEST MONEY (ITB Clause 14.0)	Amount of bid security: INR 1,00,000/-												
<p>Note: The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD included in the Bidding Documents only. In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security included in the Bidding Documents only.</p> <p>Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by NGEL as being non-responsive.</p>														
8.	CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BUYER'S/ VENDOR'S BANKER	<p>While issuing/ amending/ extending the physical BGs, the Buyer's/ Vendor's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided hereinbelow :</p> <table border="1"> <tr> <td>I</td><td>Bank Name</td><td>Axis Bank</td></tr> <tr> <td>II</td><td>Branch</td><td>B-2 & B-3, Sector 16, Noida, U.P. – 201301</td></tr> <tr> <td>III</td><td>IFSC Code</td><td>UTIB0000022</td></tr> <tr> <td>IV</td><td>BG Advising Message</td><td>IFN 760COV/IFN 767COV via SFMS</td></tr> </table> <p>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.</p>	I	Bank Name	Axis Bank	II	Branch	B-2 & B-3, Sector 16, Noida, U.P. – 201301	III	IFSC Code	UTIB0000022	IV	BG Advising Message	IFN 760COV/IFN 767COV via SFMS
I	Bank Name	Axis Bank												
II	Branch	B-2 & B-3, Sector 16, Noida, U.P. – 201301												
III	IFSC Code	UTIB0000022												
IV	BG Advising Message	IFN 760COV/IFN 767COV via SFMS												
9.	TRANSFER OF BID DOCUMENTS	Documents purchased/ downloaded by the Intending Bidders cannot be transferred.												
10.	Clarification of Bidding Documents	The bidder shall be deemed to have carefully examined the bidding document and be satisfied with the nature of the sale contract and all relevant matters. If there is any discrepancy, doubt and queries in the bidding documents, the bidder may notify NGEL for such discrepancy, doubt and queries, at the above mentioned email address.												
11.	JURISDICTION	The courts at Delhi shall have jurisdiction in all matters.												
12.	PLACE OF ARBITRATION	The place of arbitration shall be Delhi.												
13.	Submission of Bid (ITB Clause 17)	<p>All the requested documents in the tender documents shall be digitally signed and submitted on the e-tender portal before the bid submission deadline.</p> <p>Further, where the data is required to be entered manually, the same shall be entered accordingly by the bidder (buyer)</p>												
14.	ADDRESS FOR CORRESPONDENCE	Name and address of Employer: AGM (RE-C&M)/ DGM (RE-C&M), NTPC GREEN ENERGY LIMITED,												

	(ITB clause 17)	E-3, Main Market Rd, Ecotech-II, Udyog Vihar, Greater Noida, UP- 201306 Contact Phone: Landline: 0120-2356517 / 2356601 E-Mail: ghananijaymohapatra@ntpc.co.in / abhishekkumar02@ntpc.co.in
15.	LOCATION OF BID OPENING (ITB clause 21.0)	C&M Department NTPC GREEN ENERGY LIMITED, E-3, Main Market Rd, Ecotech-II, Udyog Vihar, Greater Noida, UP- 201306
16.	Evaluation Criteria (ITB clause 23)	<ul style="list-style-type: none"> • Lumpsum evaluation • Splitting is not applicable <p>Bidder(s) shall be evaluated based on total price quoted for 1,00,000 Carbon Credits (inclusive of taxes and any other charges if applicable and exclusive of issuance fee). Bidder with highest quoted price in forward auction shall be considered as successful bidder. Applicable taxes and any other charges, if applicable, shall be paid by the successful bidder.</p>
17.	NTPC Policy and procedures for Debarment from Business Dealings & Fraud Prevention Policy (ITB Cl. 29.0)	<p>NTPC policy and procedures for Debarment from Business Dealings & Fraud Prevention Policy with its amendments from time to time are integral part of this tender document. Buyers are requested to go through these policies available on our website https://ntpctender.ntpc.co.in The bids submitted against this tender construe that bidders are in agreement and accept all the clauses of these policies.</p> <p>Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.</p> <p>The bidder along with its associate/collaborators /sub-contractors / sub vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of NTPC/NGEL displayed on its tender website https://ntpctender.ntpc.co.in and shall immediately apprise NGEL about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>NGEL has in place a policy and procedures for Debarment from Business Dealings and same is displayed on its tender website https://ntpctender.ntpc.co.in. Business dealings may be withheld or banned with the bidder / Buyer on account of any default by the bidder/buyer.</p> <p>The bids submitted by the banned/blacklisted agencies by NTPC/ NGEL in past shall be out rightly rejected.</p> <p>NGEL reserves the right to accept or reject any Bid, and to annul the</p>

		<p>bidding process and reject all Bids at any time prior to award, without there by incurring any liability to the Affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the NGEL's action.</p> <p>A certificate to this effect shall be furnished by the bidder along with his bid, by accepting the all terms & Conditions “Acceptance of Fraud Prevention Policy of NTPC”</p>
18.	Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy) (ITB Cl. 33.0)	<p>The bidder/buyer and its employees along with its Associate/ Collaborator/ Consultants / Service Providers and all other persons associated with NGEL in the performance of Sales of carbon credits shall strictly adhere to NTPC/NGEL's Anti-Bribery and Anti-Corruption ABAC) Policy displayed on website https://ntpctender.ntpc.co.in/ under section 'policy docs'.</p> <p>The bidder/buyer and its employees along with its Associate/ Collaborator/ Consultants / Service Providers and all other persons associated with NGEL in the performance of Sales of carbon credits shall comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of NTPC/NGEL.</p> <p>A Declaration to this effect shall be submitted along with the bid as per attached format at Attachment-8</p>
19.	Any other condition	As per the Scope of work and Technical Details
20.	Bid to be addressed to	<p>ADDRESS FOR COMMUNICATION AGM (RE-C&M)/ DGM (RE-C&M), NTPC GREEN ENERGY LIMITED, E-3, Main Market Rd, Ecotech-II, Udyog Vihar, Greater Noida, UP- 201306 Contact Phone: Landline: 0120-2356517 / 2356601 E-Mail: ghananjaymohapatra@ntpc.co.in / abhishekkumar02@ntpc.co.in</p>

TECHNICAL SPECIFICATIONS

Technical Specification for “Sale of 1,00,000 carbon credits (VER’s) of RE Projects (Wind and Solar) of NTPC Green Energy limited registered under VCS (Verified Carbon Standard) Program”

1. Introduction

NTPC Green Energy Limited (NGEL), is a wholly owned subsidiary of NTPC Limited, India’s largest power utility with a total installed capacity of 76,048 MW (including JVs). Established in 1975, NTPC is steering ahead to be India’s largest integrated power company and targets to become a 130 GW firm by 2032. NTPC is taking various steps to make its energy portfolio greener by adding significant capacities of Renewable Energy (RE) Sources. NTPC is also undertaking various initiatives like waste to energy, EV & Hydrogen mobility, BESS, Biomass co-firing and other projects in renewable energy field.

NGEL is an umbrella company for the green business initiatives of NTPC and undertakes projects through organic and inorganic routes and aims to be the flag-bearer of NTPC’s green energy journey to achieve the ambitious target of 60 GW by FY 32 constituting nearly 45% of its overall power generation capacity of NTPC Group.

The company has strategically diversified its portfolio within the realm of Green Energies and participating in bidding process, tenders, and Ultra Mega Renewable Energy Power Parks (UMREPP), to achieve growth over the decade and act as a premier “Green Energy” player in India as well as globally.

NGEL’s commitment reflects a holistic understanding of its role in society and the environment, emphasizing responsible and sustainable practices for a cleaner and greener tomorrow for all the stakeholders.

NTPC Group is pioneer in undertaking climate change issues proactively. The company has taken several initiatives in CDM Projects in Power Sector and has multiple projects registered in international leading carbon registries.

2. Brief Description of Project Activity:

Four (04) nos. of renewable energy projects (Badla-250 MW, Mandsaur-260 MW, Anantpur-50 MW and Rojmal Wind-50 MW) of NTPC Green Energy Limited are registered under VERRA standard. The main purpose of this project activity is to generate clean form of electricity through renewable solar and wind energy source and sale to State utilities. The project is a bundled project activity in four different states of India which involves installation of solar power plants & windmills in various states, viz. 50 MW solar project in Anantapur District of Andhra Pradesh, 260 MW solar project in

Bhadla- Rajasthan, 250 MW solar project in Mandsaur District of Madhya Pradesh and a 50 MW wind power project in Gujarat, India.

Over the 10 years of first crediting period, the project will replace anthropogenic emissions of greenhouse gases (GHG's) estimated to be approximately 940,891 tCO₂e per year, thereon displacing 974,716 MWh/year amount of electricity from the generation-mix of power plants connected to the Indian grid, which is mainly dominated by thermal/fossil fuel-based power plant.

The details of the each project and their location of installation are mentioned in the table below:

State	Capacity in MW	Technology	Commissioning Date
Andhra Pradesh	50 MW	Solar	10/08/2016
Rajasthan	260 MW	Solar	08/03/2017
Madhya Pradesh	250 MW	Solar	06/06/2017
Gujarat	50 MW	Wind	10/11/2017

The project assessment is based on the Clean Development Mechanism Validation and Verification Standard for project activities and was conducted using standard auditing techniques.

3. SUSTAINABLE DEVELOPMENT CONTRIBUTIONS

Social well-being: During the phases of building and operation, the project is contributing to the creation of job possibilities. The project's activities have improved the region's infrastructure, including the construction of new roads, and they are also boosting business by producing green electricity.


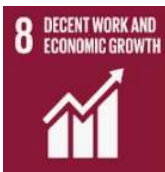

Economic well-being: Without the advantages of Verified Carbon Standard (VCS), the project would not have been undertaken, representing a clean technology investment in the area. The project's activities will also contribute to closing the state's demand-supply gap. The project's operation will provide electricity with no emissions. Power generation from solar PV and wind farms contributes to the reduction of greenhouse gas emissions as well as particular pollutants like SO_x, NO_x, and SPM that are linked to conventional thermal power plants.

Technological well-being: The project's successful completion encouraged other business owners to take part in related initiatives and promoted solar-powered electricity generation.

Environmental well-being: Solar /wind being a renewable source of energy, it reduces the dependence on fossil fuels and conserves natural resources which are on

the verge of depletion. Due to its zero emission the Project activity also helps in avoiding significant amount of GHG emissions. Project undergone continuous operation and only scheduled maintenance as per the manufacturer specification is considered. No unforeseen incident observed for the present monitoring period.

Project Sustainable Development Contribution:

Sr. No	SDGs	Project Contribution
1		Renewable electricity has been supplied to the Indian grid that helps to increase the renewable energy share in the energy mix.
2		The project activity has created employment opportunities.
3		By supplying clean electricity to Indian grid, the project avoided release of 1,085,005 tCO ₂ e into the atmosphere during the reporting 1 st monitoring period.

4. VERs Offered for Sale

NGEL, is conducting a sale to monetize VERs (Verified Emission Reductions) generated from its VCS (Verified Carbon Standard) registered project. Details of generated VERs from VCS registered project activity offered for sale are as below:

SN	VCS PROJECT ID/ Link	Vintage Year (VCS registered project- 610 MW)	Net GHG emission reductions or removals (tCO ₂ e)	Technology
01	https://registry.terra.org/app/projectDetail/VCS/1772	2016	29,053	Wind and Solar
		2017	70,947	Wind and Solar
		Total	1,00,000	

- i. **Tendering-** Tendering shall be done on Two Stage Open Tender mode under Domestic Competitive Bidding (DCB) basis followed by forward auction.
- ii. **Bids Evaluation-** Bidder(s) shall be evaluated based on total price quoted for 1,00,000 Carbon Credits (inclusive of taxes and any other charges if applicable and exclusive of issuance fee). Bidder with highest quoted price in forward auction shall be considered as successful bidder. Applicable taxes and any other charges, if applicable, shall be paid by the successful bidder.

5. Special Conditions for Sale of Carbon Credits:

- a. As per the existing rules of VERRA, issuance fee is to be paid to VERRA for getting the VERs issued to the account of Project Proponent i.e. NGEL/NTPC. VER issuance fee shall be borne by NGEL.
- b. The bidder(s) shall offer the lump sum price for 1,00,000 carbon credit exclusive of issuance fee to be paid to VERRA/VCS Board. All applicable taxes along with other charges, if any, involved in the transaction shall be borne by the bidder.
- c. Emission Reduction Purchase Agreement (ERPA) will be signed with the successful bidder.

6. Letter of Confirmed Quantity (LoCQ) Award and Emissions Reduction Purchase Agreement (ERPA)

- a) Immediately after conclusion of Forward Auction, Sale Intimation Letter shall be issued to the Successful bidder. The successful Bidder, whose Bid has been accepted and documents verified (at the discretion of NGEL), shall be notified of the award by NGEL before the expiration of the Bid-Validity period by written or electronic means. This notification shall be referred to as "Letter of Confirmed Quantity Award - LoCQ" and shall state the sum (hereinafter called the "Agreement Price") that the Bidder in receipt of LoCQ shall pay NGEL in consideration of the purchase of allotted (Confirmed Quantity) VERs.
- b) Along with Letter of Confirmed Quantity or Letter of Award, NGEL shall also furnish the draft Emissions Reduction Purchase Agreement (ERPA), in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.
- c) The ERPA shall be considered to be legally effective from the date of its signing. The successful Bidder may point out to NGEL, in writing/ electronically, any anomalies noticed in the ERPA within seven days of its receipt.
- d) In case of non-receipt of duly signed and dated ERPA, within the stipulated timeline as per clause no.9 of para 8, NGEL reserves the right to forfeit the Bid Security of such successful Bidder. NGEL also reserves the right to approach the next highest Bidder(s) for negotiation for matching price offered by H1 Bidder and initiating the award of the VERs to such Bidder(s).

7. Payment and transfer of VERs

- a) The issuance of Sale Intimation letter to successful Bidder will subsequently become the basis for NGEL to generate the Proforma invoice/Tax invoice for the 1,00,00 VERs that will be allotted to the successful Bidder.
- b) Along with Intimation letter, NGEL will raise a Proforma Invoice to successful Bidder for advance payment. This Proforma Invoice shall be for an amount equivalent to the **sum of below mentioned items**:
 - I. Price of 10% VERs to the successful Bidder of discovered Price.
 - II. Taxes as applicable, in accordance with the relevant laws of Government of India.
- c) The Successful Bidder, on receipt of Proforma Invoice, shall transfer the corresponding amount (hereinafter referred as “Advance Payment”) to NGEL’s account as specified in the bidding document/proforma invoice, within ten (10) days of issuance of Proforma Invoice. This timeline can be extended only once for up to two weeks at the request (communicated to NGEL in writing including through digital means) of the Successful Bidder; however, in such cases the Bidder will be liable to pay an interest, i.e., one percent (1%) per week or a part thereof, on the total Advance Payment in case the Bidder wishes to extend the timeline beyond the original 10 days
- d) If the Successful Bidder in receipt of Proforma Invoice fails to transfer the Advance Payment to NGEL account within the stipulated timeline including any extension(s) as requested by the Bidder and accepted by NGEL in writing, NGEL reserves the right to forfeit the Bid Security of such Bidder. NGEL also reserves the right to approach the next highest Bidder(s) for negotiation for matching price offered by H1 Bidder and initiating the award of the VERs to such Bidder(s).
- e) Immediately after Issuance of LoCQ or LoA, NGEL will raise the final Tax invoice to successful Bidder for an amount equivalent to the **sum of below mentioned items**,
 - i. Price of 100% VERs as won by the successful Bidder at its discovered price after adjusting the advance payment.
 - ii. If applicable, charges levied by VCS for transfer of 100% VERs to the successful Bidder’s VERRA account from Project Proponent’s VERRA account.
 - iii. Taxes as applicable in accordance with the relevant laws of Government of India.
- f) The Successful Bidder, on receipt of final Tax Invoice, shall transfer the corresponding amount (hereinafter referred as “Final Payment”) as per para 5, to NGEL’s account, within ten (10) days of issuance of final Tax Invoice. This timeline can be extended only once for up to two weeks at the request (communicated to NGEL in writing including through digital means) of the Bidder; however, in such cases the Bidder will be liable to pay an interest, i.e., one percent (1%) per week or a part thereof (up to or maximum of 5%) the Final Payment net of Advance Payment already made, in case the Bidder wishes to extend the timeline beyond

the original 10 days.

- g) If the successful Bidder in receipt of Final Tax Invoice fails to transfer the corresponding due Payment to NGEL within the stipulated timeline including any extension(s) as requested by the Bidder and accepted by NGEL in writing, NGEL reserves the right to forfeit the Bid Security and Advance Payment of such Bidder. NGEL also reserves the right to approach the next highest Bidder(s) for negotiation for matching price offered by H1 Bidder and initiating the award of the VERs to such Bidder(s).
- h) Within 15 days from the date of receipt of Final Payment, NGEL will affect the transfer of allotted VERs to the designated VCS account of the Successful Bidder subject to relevant approvals and active status of account, either owned or facilitated by the Successful Bidder.

8. Estimated Timeline of activities:

#	Tender Activity	Timeline (in days)	Comments, if any
1.	Technical (Stage 1) Bid Submission Deadline	T0	
2.	Technical Bid Opening Date	(tentatively) T0+1	
3.	Financial (Stage 2) Bid Submission Deadline	T1	
4.	Financial Bid Opening Date	Between T1+1	
5.	Date of Auction	Within T1 +7	
6.	End of Bid Validity Period	T2=T1 + 120	
7.	Issuance of Intimation order and Proforma Invoice for advance payment (Price of 10% VERs)	T3: Before end of T2	
8.	NGEL receives remittance of advance payment (Price of 10% VERs) against Proforma Invoice	(within) T4 = T3 + 10	Any delay attracts penalty @ 1% per week of the awarded value; further delay may lead to forfeiture of bid security.
9.	Issuance of LoCQ and Execution of ERPA	(within) T5 = T4 + 15	
10.	NGEL receives remittance against final Tax Invoice	Latest by T5 + 30	Any delay will attract penalty @ 1% per week of the awarded value (up to 5%); further delay may lead to forfeiture of bid security and advance payment

- “Letter of Confirmed Quantity” or “LoCQ” shall mean the ‘letter’ to be issued by

NGEL to the Successful Bidder post evaluation.

- Emission Reduction Purchase Agreement (ERPA) entered into between NGEL and the successful Bidder.

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NTPC GREEN ENERGY LIMITED
(A wholly owned subsidiary of NTPC Ltd.)



CORPORATE CENTER, GREATER NOIDA

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

“SALE OF 1,00,000 CARBON CREDITS (VER’S) OF RE PROJECTS (WIND AND SOLAR) OF NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON STANDARD) PROGRAM”

BID SUBMISSION FORM
(To be uploaded online)

Bid Proposal Ref No. **Date**

GePNIC Tender Ref. No.:

Name of Package: Sale of 1,00,000 Carbon Credits (VER'S) Of RE Projects (Wind and Solar) of NTPC Green Energy Limited Registered Under VCS (Verified Carbon Standard) Program.

To,

NTPC Green Energy Limited

RE-Contracts Services
4th Floor, NETRA Building,
E-3, Ecotech-II, Udyog Vihar
Greater Noida- 201306
Distt. Gautam Budh Nagar, State of U.P. India

Dear Sirs,

We have read and examined the bid documents including its subsequent amendments and clarifications if any, the receipt of which is hereby acknowledged, in respect of **GePNIC Tender Ref. No.:** relating to **Sale of 1,00,000 Carbon Credits (VER'S) Of RE Projects (Wind And Solar) of NTPC Green Energy Limited Registered Under VCS (Verified Carbon Standard) Program.**

We hereby submit our bid as outlined in your bidding document.

1. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents. We declare that the sale of carbon credits will be executed strictly in accordance with the requirement.
2. In line with the requirement of clause no.-9 of Special Conditions for the Bidding Documents and in manner thereof we have attached the required documents.
3. We hereby confirm that we have read the provisions of bidding documents alongwith its subsequent Amendment(s) / Clarification(s) / Addenda/ Errata and further confirm that our Techno-Commercial Bid is strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and we have not taken any deviation to any of the provisions of the aforesaid bidding documents.
4. We understand that in case the bid submitted by us do not meet the requirements stipulated in the bidding documents, then our bid shall be rejected as Technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Techno-Commercial Bid / Price Bid, the bid shall be rejected.

5. Further, we agree that the entire activities under the Letter of award/EPRA for sale of carbon credits shall be performed as per the Technical Specifications and the provisions of bidding documents.
6. We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.
7. We declare that as specified in the bidding documents, prices quoted by us in the MS Excel Bill of Quantity (BOQ) are FIRM.
- 7.1 We understand that in the MS Excel BOQ, where there are differences between the rates given by the bidder in words and figures or in the amount worked out by us in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with provisions at bidding documents.
- 7.2 We declare that prices left blank in the MS Excel BOQ will be deemed to have been included in the prices of other items. The total for each Schedule and the total of grand summary shall be deemed to be the total price for executing the subject package in complete accordance with the sale Contract, whether or not each individual item has been priced.
- 8 Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of Stage-I (Techno-Commercial Bid) by NGEL. Further, stage-II (Price) Bid including Stage-I (Techno-Commercial) Bid shall remain valid and open for acceptance for One Hundred Twenty Days (120) days from the date of opening of Stage-II (Price) Bids.
- 9 We confirm that we have an active account at the **VERRA** registry.
- 10 We hereby furnish our Bid Security.
- 11 We hereby enclose the Authority to sign the bid.
- 12 We hereby enclose the documents and in form as stipulated in the bidding documents.
- 13 Our 'Technical and Commercial Bid' is being submitted as per provisions of the tender documents.

Yours truly,

Date
Place

Signature.....
Name
Designation
Name of Bidder
Seal

ATTACHMENT-1

**BID SECURITY
(AS PER FORMAT SPECIFIED IN THE BIDDING DOCUMENTS)**

AUTHORITY TO SIGN THE BID

Authority to Sign the bid : *(To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

The Bidder shall furnish the following to check that the person(s) signing the bid has/have the authority to sign the bid and thus establish that the bid is binding upon the Bidder during the full period of its validity in accordance with bidding documents.

- i) In case of Sole Proprietorship Concern/Partnership Firm, Specimen signature of the Proprietor/all the partners duly attested by a scheduled Bank or First Class Magistrate.
- ii) In case of Private Limited Companies, Copy of Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc duly notarized
- iii) In case of Public Limited Companies and Statutory Corporations, Board resolution authorising the Executive to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company OR Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.
- iv) In case of Joint Venture/Consortium, Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

**BIDDER'S QUALIFICATIONS
(ATTACHMENT 3A-1)**

Details Pertaining to Technical Qualification of the Bidder

SALE OF 1,00,000 CARBON CREDITS (VER'S) OF RE PROJECTS (WIND AND SOLAR) OF NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON STANDARD) PROGRAM.

Bidding documents No.:

(A) FOR BIDDERS SEEKING QUALIFICATIONS AS PER CLAUSE 3.1.1) OF IFB: In support of meeting Qualifying Requirements of Clause 3.1.1 of IFB, we confirm that, as on the date of techno commercial bid submission, we are having Carbon trading experience (purchase and/or sale of credits, i.e., VER, ACC, CER, etc.) in last 03 years :

I. Details of above are as mentioned below:

Description	Bidder Compliance (YES/NO)
The bidder, as on the date of techno commercial bid submission, should have Carbon trading experience in last 03 year.	

II. Carbon Trading Experience Details:

Sl. No.	Item Description	Reference 1	Reference 2	Reference 3
1.	Credit Type (VER, ACC, CER, etc)			
2.	Date of Trade/ Transaction			
3.	Trade/ Transaction Volume (in No. of credit)			
4.	Description (purchase and/or sale of credits)			
5.	Client details Name: Address: Contact Person: Mobile No.- e-mail id -			

6.	Copies of the carbon credit trade invoice or the ERPA or any other documentary evidence that can substantiate the satisfactory execution of trade of carbon credits (VER, ACC, CER, etc.).			
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(B) FOR BIDDER'S SEEKING QUALIFICATIONS AS PER CLAUSE 3.1.2) OF NIT

In support of meeting Qualifying Requirements of Clause 3.1.2 of NIT, we confirm that we have an active account at the VERRA registry, to facilitate the transfer of VERs as on the date of Techno-Commercial bid submission with following details:

VERRA Registry Account Number	Name of Account Holder, as listed in the Registry	Registry Account Type (General/ Project Proponent/ Retail/ End User/ Others)	Nature of Account (self or affiliated to third Party)

Encl: Copy of VEERA registry certificate

Notes for Technical Criteria:

Abbreviations:

ERPA: Emissions Reduction Purchase Agreement,

VER: Verified Emission Reduction,

ACC: Approved Carbon Credit,

CER: Certified Emission Reduction

Date: (Printed Name).....

Place: (Designation).....

NOT APPLICABLE

Appendix-A to Annexure-3A1

Appendix-B To Attachment-3A-1

UNDERTAKING TO OPEN VERRA ACCOUNT

(On letter head **digitally signed** by a Sole/Lead Bidder, in case the Bidder has no active VERRA Account on the date of Bid Submission)

Bid Ref. No:

DATE:

To,
NTPC Green Energy Limited
Plot No. 3E, Ecotech-II, Udyog Vihar
4th Floor, NTPC NETRA Bldg.
Greater Noida, Distt. Gautam Budh Nagar
Uttar Pradesh, India, Pin – 201301

Subject: Undertaking to Open an account with VERRA.

Dear Sir,

We i.e. M/s. (name of the Buyer/bidder) hereby undertake to open an account with VERRA Registry and disclose the details to NGEL before the Issuance of LoCQ by NGEL

Thanking you,

Date:

Place:

Seal of Organization &
Signature of Authorized
Signatory

Appendix-C to Attachment-3A-1

Undertaking that the VER will be transferred to a Third Party valid VEERA Account

(on letter head **digitally signed** by Sole/ Lead Bidder. In case the Bidder is an intermediary)

Bid Ref. No.:

Date

To,
NTPC Green Energy Limited
Plot No. 3E, Ecotech-II, Udyog Vihar
4th Floor, NTPC NETRA Bldg.
Greater Noida, Distt. Gautam Budh Nagar
Uttar Pradesh, India, Pin – 201301

Dear Sir,

Subject: Format for Undertaking that the VER's will be transferred to a Third Party valid VEERA Account

Dear Sir/ Madam

This Bidder i.e. M/s. (name of the Bidder) hereby undertakes that the VER's will be transferred to the affiliated third party VEERA account the details for which have been provided in form 3-A

Thanking you,

Date:

Place:

Seal of Organization &
Signature of Authorized
Signatory

Undertaking from Independent Statutory Auditor

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No:

DATE:

To

**NTPC GREEN ENERGY LIMITED,
E-3, Main Market Rd, Ecotech-II, Udyog Vihar, Greater Noida,**

**Subject: Authentication of veracity of documents submitted by M/s in support of meeting the
Qualifying Requirements**

Ref : IFB/Tender no.

Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at.....
intend to participate in above referred tender of NTPC Ltd. We, M/s has been appointed
as Statutory Auditor for the Bidder i.e. M/s (Relevant documents on our appointment
attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical
Qualifying Requirement duly verified and certified by Statutory Auditor. In this regard, it is hereby
confirmed that we have examined the following documents, which are also attached with this letter. The
same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with
other necessary information and explanations furnished by
M/s. (bidder) and hereby certify following:.....

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in
tender/s.

Thanking you,

.....

* Strike off, whichever is not applicable.

APPENDIX-E TO ATTACHMENT – 3

Undertaking from Third Party Inspection Agency

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: _____ Date:

To,

NTPC Green Energy Limited

.....

Dear Sir,

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref : IFB/Tender no.

Name of the Package/ Tender:

M/s. (hereinafter called Bidder) having Registered office at intend to participate in above referred tender of NTPC Ltd.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents. In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)

2. Doc ref. no. dated (name of Documents)

3.

All the aforesaid documents has been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

.....
* Strike off, whichever is not applicable

**SALE OF 1,00,000 CARBON CREDITS (VER'S) OF RE PROJECTS (WIND AND SOLAR) OF
NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON
STANDARD) PROGRAM
BIDDING DOCUMENT NO. :**

**(Financial Data pertaining to Financial Qualification of the
Bidder as per Item No. 3.2.1 of NIT)**

A* To satisfy the requirements specified in Item No. 3.2.1 of NIT, Section-III, We give below the following details:

In terms of Item No. 3.2.1 of NIT, Section-I, we confirm that our average annual turnover **during the preceding three (03) financial years** as on date of Techno-commercial bid opening is not less than **INR 80 lakhs (Indian Rupees Eighty Lakhs Only)**

In support of above, we are enclosing Audited Financial Statements.

Sl. No.	Financial Year	Annual Turnover Amount (INR crore)
1	2023 - 2024	
2	2022 - 2023	
3	2021 - 2022	
4	Average Annual Turnover of preceding three (03) Financial years	
5	We have enclosed Audited Financial Statements for preceding three (03) Financial years as on date of Techno Commercial Bid Opening	Yes*/ No*

****** In case where audited results for the last financial year 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 and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available

B.* For Bidders not meeting the requirement of NIT Item No. 3.2.1 on its own:

Since we do not satisfy the Financial Criteria stipulated at IFB Item No. 3.2.1, bidding documents, on our Own, we give below the following details of our **Holding Company in terms of Item No. 3.2.1 (para 2) of NIT** who meet the stipulated turnover requirements of IFB Item No. 3.2.1 (para 1) and whose Net worth 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.

1. Name and Address of the Holding Company:

2. Annual Turnover of the Holding Company with following details:

Sl. No.	Financial Year	Annual Turnover Amount (INR crore)
1	2023 - 2024	
2	2022 – 2023	
3	2021 – 2022	
4	We have enclosed Audited Financial Statements during the preceding three (03) financial years of the Holding Company as on date of Techno Commercial Bid Opening	
5	We have enclosed Audited Financial Statements for preceding Five (05) Financial years of the Holding Company as on date of Techno Commercial Bid Opening	Yes*/ No*
6	A Letter of Undertaking from the Holding Company, supported by Holding Company's Board Resolution, pledging unconditional and irrevocable financial support for execution of the contract by the Bidder in case of award is enclosed as per the format at Appendix-B to this Attachment-3A-2. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure..... to this Attachment-3A-2.	

*** Please Strike off whichever is not applicable.**

Date : (Printed Name).....

Place : (Designation).....

**SALE OF 1,00,000 CARBON CREDITS (VER'S) OF RE PROJECTS (WIND AND SOLAR) OF
NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON
STANDARD) PROGRAM**

BIDDING DOCUMENT NO.:

**(Financial Data pertaining to Financial Qualification of the
Bidder as per Item No. 3.2.2 of NIT)**

Bidder's Name & Address :

To
NTPC Green Energy Ltd
Plot No. 3E, Ecotech-II, Udyog Vihar
4th Floor, NTPC NETRA Bldg.
Greater Noida, Distt. Gautam Budh Nagar
Uttar Pradesh, India, Pin – 201301

Dear Sirs,

A)* To satisfy the requirements specified at Item No. 3.2.2 of NIT, Section-I, We give below the following details:

We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than 100% of its paid-up share capital.

The Details are as under:

Sl. No.	Description	As on last day of the preceding financial year (in INR Crores)
1.	Paid-up Share Capital
2.	Net Worth
3.	%age of Net worth to Paid-up Share Capital
4.	Documentary evidence like Annual Report/ Audited financial statements for the last preceding Financial year/ in case Audited results for the last Preceding Financial Year are not available, certification of financial statements from a practicing Chartered Accountant etc. in support of above is enclosed at Annexure.....to this Attachment-3A-2.
5.	Since we are not able to furnish our audited financial statements on stand-alone entity basis, we are submitting the following Documents for substantiation of our Qualification:	

Sl. No.	Description	As on last day of the preceding financial year
a)	Copies of unaudited unconsolidated financial statements of the Bidder alongwith copies of the audited consolidated financial statements of the Holding Company for the last 3 Financial years enclosed at Annexure.....to this Attachment 3A-2.
b)	Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the company, is enclosed as per the format at Appendix-A to this Attachment-3A-2.

In case where audited results for the last financial year 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 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 and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

B.* For Bidders not meeting the requirement of NIT Item No. 3.2.2 on its own:

Since we do not satisfy the Financial Criteria stipulated at NIT Item No. 3.2.2, Section-I, on our Own, we meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding companies wherever applicable, the Net worth of the bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy-five percent) of their respective paid up share capitals

***Strike of whichever is not applicable.**

Net worth Details of the *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of its Holding companies:

Sl. No.	Description	As on last day of the preceding financial year (in INR Crores)
1.	Paid-up Share Capital of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
2.	Net Worth of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
3.	%age of Net worth to Paid-up Share Capital of the holding company of Subsidiary(ies) and/or * Holding Company and/or *Subsidiary(ies) of the Holding Company.	
4.	Documentary evidence like Annual Report/Audited financial statements for the last preceding financial year / in case audited result of three consecutive financial years preceding the last financial year are not available, certification of financial statements from a practicing Chartered Accountant etc. in respect of Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company in support of above is enclosed at Annexure.....to this Attachment-3A-2.	
5.	A Letter of Undertaking from the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company, supported by Board Resolution, pledging unconditional and irrevocable financial support for execution of the contract by the Bidder in case of award is enclosed as per the format at Appendix-B to this Attachment-3A-2. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure.....to this Attachment-3A-2.	

Date : (Printed Name)

Place : (Designation).....

Note : * Please Strike off whichever is not applicable.

Notes:

- a) Net worth means the sum total of the paid-up share capital and free reserves. Free reserves mean all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- b) Other income shall not be considered for arriving at annual turnover.
- c) For the value of the annual turnover indicated in foreign currency, the exchange rates as on seven (7) days prior to the date of submission of the bid shall be used
- d) “Holding Company” and “Subsidiary” shall have the meaning ascribed to them as per Companies Act of India.
- e) **‘Group Company’** means two or more enterprises which, directly or indirectly, are in a position to:
 - i. Exercise twenty-six percent or more of voting rights in other enterprise; or
 - ii. appoint more than fifty percent of members of Board of Directors in the other enterprise.

SALE OF 1,00,000 CARBON CREDITS (VER'S) OF RE PROJECTS (WIND AND SOLAR) OF
NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON
STANDARD) PROGRAM
BIDDING DOCUMENT NO.:

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING
COMPANY IN ACCORDANCE WITH ITEM NO. 3.2.3 OF NIT

(To be submitted by Bidder alongwith the Techno-Commercial Bid)

Ref. :

Date:

To
NTPC Green Energy Limited
Plot No. 3E, Ecotech-II, Udyog Vihar
4th Floor, NTPC NETRA Bldg.
Greater Noida, Distt. Gautam Budh Nagar
Uttar Pradesh, India, Pin – 201301

Dear Sirs,

- 1.0** I, Mr. (CEO of the Company / CFO of the Company)* declare that M/s.
..... (Name of the Holding Company) is the Holding Company of M/s.
..... (Name of the Bidder).
- 2.0** I hereby confirm and undertake that the unaudited unconsolidated financial statements
submitted in respect of the Bidder as part of the bid reference no. dated
..... have been considered for the purposes of the finalisation of Consolidated
Financial Statements of the Holding Company as part of the Annual Reports.
- 3.0** I further, certify that the figures in the unaudited unconsolidated financial statements are true
and correct and same have been duly reflected in the audited consolidated financial
statements and / or Annual Report of the Holding Company.

Yours faithfully

(Signature)

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

Place : (Name of the Holding Company)

(Seal of Holding Company)

Note : *Strike off whichever is not applicable.

**SALE OF 1,00,000 CARBON CREDITS (VER'S) OF RE PROJECTS (WIND AND SOLAR) OF
NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON
STANDARD) PROGRAM**

BIDDING DOCUMENT NO.:

PROFORMA OF LETTER OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**(To be executed by the Holding Company Supported by
Board Resolution and submitted by the Bidder alongwith the Techno-Commercial Bid,
Applicable to the Bidder for meeting the stipulated Financial Qualifying
Requirement as per Item No. 3.2.1 of NIT)**

Ref. :

Date :

To
NTPC Green Energy Limited
Plot No. 3E, Ecotech-II, Udyog Vihar
4th Floor, NTPC NETRA Bldg.
Greater Noida, Distt. Gautam Budh Nagar
Uttar Pradesh, India, Pin – 201301

Dear Sirs,

1.0 We, M/s..... declare that we are the holding company of M/s
..... (Name of the Bidder) and have controlling interest therein.

M/s. (Name of the Bidder) proposes to submit the bid for the package
..... (Name of the package) for (Name of the Project)
under bid reference no. dated and have sought financial
strength and support from us for meeting the stipulated Financial Qualifying Requirement as
per Clause No. 3.2.1 of NIT.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support
for the execution of the said package to M/s. (Name of the Bidder), in
case they are awarded the Contract for the said package, at the end of the bidding process.
We further agree that this undertaking shall be without prejudice to the various liabilities that
M/s (Name of Bidder) would be required to undertake in terms of the
Contract including the Performance Security as well as other obligations of the Bidder
/Contractor.

- 3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by Employer.
- 4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully

(Signature of Authorised Signatory
on behalf of the Holding Company)

Witness :

- | | |
|-----------|------------------------------------|
| (1) | (Name & Designation)..... |
| | (Name of the Holding Company)..... |
| (2) | (Seal of the Holding Company)..... |

Date:

Place:

SALE OF 1,00,000 CARBON CREDITS (VER'S) OF RE PROJECTS (WIND AND SOLAR) OF
NTPC GREEN ENERGY LIMITED REGISTERED UNDER VCS (VERIFIED CARBON
STANDARD) PROGRAM
BIDDING DOCUMENT NO.:

*** PROFORMA OF CERTIFICATE FROM THE CEO/CFO
IN ACCORDANCE WITH ITEM NO. 3.2.5 OF NIT**

(To be submitted by Bidder alongwith the Techno-Commercial Bid)

Ref. :

Date:

To
NTPC Green Energy Limited
Plot No. 3E, Ecotech-II, Udyog Vihar
4th Floor, NTPC NETRA Bldg.
Greater Noida, Distt. Gautam Budh Nagar
Uttar Pradesh, India, Pin – 201301

Dear Sirs,

I, Mr. (CEO/ CFO of the Company) of (Name of the Company) declare
that the financial results of M/s. (Name of the Bidder) are under audit as on
..... (Date of Techno-commercial bid submission) and the Certificate from the practicing Chartered
Accountant certifying the financial parameters is also not available.

Yours faithfully

(Signature)

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

Place : (Name of the Company)

(Seal of Company)

Note : *Strike off if not applicable.

(LIST OF FINANCIAL DOCUMENTS)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

Bidder's Name & Address

To,

NTPC Green Energy Limited,

The following Documents are annexed to this attachment.

1. Annual reports for preceding three years as on the date of Techno-commercial Bid opening.
2. Any other document asked for in the bidding documents.
- 3.

Date :
Place :

Signature.....

Name of Authorised person having
Power of attorney.....
Designation.....

Common Seal.....

(GENERAL DECLARATION BY BIDDER)
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,
NTPC Green Energy Ltd.

.....
.....
.....

Dear Sirs,

We hereby confirm that :

1. We have carefully read the bidding documents (including amendments/ errata) and Bill of Quantity/Schedule of Items.
2. ~~Our technical team/technically competent officer visited the site to apprise our selves about availability of construction materials, unskilled labour, access to site and other infrastructure/enabling facilities (including availability of water/power) needed for the execution of the contract.~~

Date:

Signature.....

Place:

Name of Authorised person
having Power
of attorney
Designation.....
Common Seal.....

E) BRANCH CODE

--	--	--	--	--	--	--	--	--

F) DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

--	--	--	--	--	--	--	--	--

G) 11 DIGIT IFSC CODE OF THE BANK

--	--	--	--	--	--	--	--	--	--	--

H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
--------	---------	------	-------------	--------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--

5. PERMANENT ACCOUNT NUMBER (PAN)

--	--	--	--	--	--	--	--	--	--

6. E-MAIL Address for Intimation regarding release of payments

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Company responsible

SIGNATURE

DATE

--	--	--	--	--	--

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with our branch and

the Bank particulars mentioned above are

correct. DATE

--	--	--	--	--	--

SIGNATURE
(AUTHORISED SIGNATORY)
Authorization no.:

.....

Name:

OFFICIAL STAMP

Encl: Cancelled cheque.



DETAILS OF PAN and GSTIN

To,

NTPC Green Energy Limited
RE-Contracts Services
4th Floor, NETRA Building,
E-3, Ecotech-II, Udyog Vihar
Greater Noida- 201306
Distt. Gautam Budh Nagar, State of U.P. India

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the Bidder under his seal and signature to be submitted.

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
--------------	--

Note : Copy of registration with up to amendment to be enclosed.



ATTACHMENT-7

TECHNICAL COMPLIANCE

The Bidder (Buyer) shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications and Scope of work.



Anti-Bribery and Anti-Corruption (ABAC) Policy

..... PACKAGE

FOR

..... PROJECT

BIDDING DOCUMENT NO.

(Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy)

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Employer as displayed on tender website at <https://ntpctender.ntpc.co.in> / under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

Date : Name of Authorised Person

Place : Designation



Annexure-A1

Form of Bank Guarantee towards Bid Security

Bank Guarantee No.

Date.....

To :

NTPC Green Energy Limited

.....
.....
.....

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s(***).....having its Registered/Head Office athereafter called the 'Bidder') wish to participate in the said bid for [Name of Package].....

As an irrevocable bank guarantee against Bid Security for an amount of(*).....valid for.....days from.....(**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the.....[Name & address of the Bank].....having our Head Office at(#).....guarantee and undertake to Pay immediately on demand by.....[Name of the Employer] (hereinafter called the 'Employer').....the amount of(*) without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto(@) If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(***).....[Bidder's Name]..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....



.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

- NOTE : 1. (*) The amount shall be as specified in the bidding documents.
(**) This shall be the date of opening of bids.
(#) Complete mailing address of the Head Office of the Bank to be given.
(@) This date shall be forty five (45) days beyond the validity of bid.

(**) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
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.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).



Appendix-A to Annexure-A1

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 SPC**]

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 Green Energy Limited.

(Name of Bank Official)
[Bank Name]
Authority No.



Annexure-A2

Form of Insurance Surety Bond towards Bid Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

NTPC Green Energy Limited

.....
.....
.....

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.....
M/s.....[Bidder's Name].....having its Registered/Head
Office at..... (hereinafter called the 'Bidder') wish to
participate in the said bid for [Name of Package]

As an irrevocable Insurance Surety Bond against Bid Security for an amount of
..... (*) valid for..... days
from.....(**)..... required to be
submitted by the Bidder as a condition precedent for participation in the said bid which
amount is liable to be forfeited on the happening of any contingencies as mentioned under
the Bidding Documents.

We, the [Name & address of the
Insurer].....having our Head Office at.....(#)
..... guarantee and undertake to pay immediately on demand
by NTPC Limited (hereinafter called the 'Employer') the amount
of.....(*).....without any reservation, protest,
demand and recourse. Any such demand made by the 'Employer' shall be conclusive and
binding on us irrespective of any dispute or difference raised by the Bidder and/or any
right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain
valid upto(@) If any further extension of this Insurance Surety Bond is
required, the same shall be extended to such required period (not exceeding one year) on
receiving instructions from M/s[Bidder's Name] on whose
behalf this Insurance Surety Bond is issued.



In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney
No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2.The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.



LIST OF BANKS WHOSE BANK GUARANTEE IS ACCEPTABLE FOR EARNEST MONEY DEPOSIT/BID SECURITY

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 (FOREIGNBANKS)

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.**

Emission Reduction Purchase Agreement

This Emission Reduction Purchase Agreement is made at..... on.....day of
.....2024.

BETWEEN

NTPC Green Energy Limited, a company incorporated under the Companies Act, 2013 and having its registered office at NTPC Bhawan, Core-7, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003, India (hereinafter called the 'Seller'), which expression shall, unless repugnant to its meaning or context thereof include its successors, assigns and administrator of the first part;

And

M/s -----, (hereinafter called the 'Purchaser'), which expression shall, unless repugnant to its meaning or context thereof, include its successors, assigns and administrator of the other part.

NTPC Green Energy Limited and M/s..... are individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- (A) The Seller has implemented Four (04) nos. of renewable energy projects (Badla-250 MW, Mandsaur-260 MW, Anantpur-50 MW and Rojmal Wind-50 MW) registered with Project Id(s) # *(to be filled at the time of execution of agreement)* (hereinafter referred to as the 'Project') with VERRA. The Seller has accrued VERs (Verified Emission Reductions) in accordance with the Verified Carbon Standard (VCS) administered by VERRA, from the referred Project after completing the first cycle of the monitoring and verification period, which are now available for Sale.
- (B) The Seller wishes to sell, and the Purchaser wishes to purchase the Verified Emission Reductions (VERs) in accordance with the terms and conditions of this Agreement.

The parties hereby agree as follows:

1. Introduction

1.1 Title of the Project	Solar and Wind Power Project by NTPC Limited-# <i>(to be filled at the time of execution of agreement)</i>
1.2 Project ID	VERRA Project IDs XXX
1.3 Project Description	<p>Solar and Wind Power Project by NTPC Limited -# <i>(to be filled at the time of execution of agreement)</i> is a project that has already been registered with VERRA.</p> <p>The project activity involves the installation of Solar & wind PV project. The total installed capacity of the project is 560 MW of Solar PV plant and a 50 MW Wind project located at different states in India. The project is promoted by NTPC Green Energy Limited. The Project activity was a new facility (Greenfield) and the electricity generated by the project is being exported to the Indian electricity grid. The project is therefore displacing an equivalent amount of electricity which would have otherwise been generated by fossil fuel dominant electricity grid.</p> <p>The Project Proponent plans to avail the VCS benefits for the project. In the Pre- project scenario the entire electricity, delivered to the grid by the project activity, would have otherwise been generated by the operation of grid-connected power plants and by the addition of new generation sources.</p>
1.4 Standard	Voluntary Carbon Standard (VCS)

2. Volume, Price and Payment

2.1 Contracted Volume	As per Clause (Allocation of VERs post evaluation of Financial Bid) of the RFP, ____ <i>(to be filled at the time of execution)</i> ____ VERs generated with the vintage period from 10/08/2016-31/12/2016 and 01/01/2017-31/12/2017 is being transferred from seller's account to purchaser's account, under the agreement.
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2.2 Delivery Date	<p>Upon execution of this Agreement, Seller agrees to make all efforts to deliver VERs to Purchaser's Registry account within 15 days from receipt of due payment, into Seller's account as per Clause _____ (Payment and transfer of VERs) of the RFP. The transfer of VERs to the designated VERRA account of the Preferred Bidder(s)/ Successful Bidder(s) is subject to active VERRA Accounts and relevant approvals.</p> <p>The date at which Contracted Volume will stand transferred to the Purchaser's account will be termed as Delivery Date. For avoidance of any doubt, the Seller will not be held responsible for any delays in the transfer of VERs that may arise due to VERRA registry requirements and/or the unavailability of the Purchaser's active VERRA accounts.</p>
2.3 Unit Price and Payment Date	<p>Unit price payable by Purchaser shall be as follows:</p> <p>INR -----per VER, exclusive of GST (IGST/CGST/SGST/UTGST).</p> <p>In accordance with Clause _____ (Payment and transfer of VERs) of the RFP; complete payment (inclusive of GST) shall be made to the NGEL's account before the transfer of VERs to the active VERRA Registry Account of the Purchaser.</p>
2.4 Total Purchase Amount (TPA)	<p><Unit price per VER> * <Contracted Volume of VERs> in INR with applicable GST.</p>
2.5 Transfer or Registry Charges	<p>Charges levied by VCS if any, for the transfer of Contracted Volume of VERs from the Seller's account to Purchaser's account shall be payable by the Purchaser. The Seller shall bear no liability or responsibility for such charges.</p> <p>However, the Seller shall ensure Contracted Volume of VERs are free from any liens, charges and encumbrance, and ensure payment of applicable charges to VERRA till the Delivery date.</p>

<p>2.6 Amount payable by Purchaser to Seller at the payment due date</p>	<p>Total Purchase Amount excluding GST = 'Unit Price per VER' * 'Contracted Volume of VERs'. Additionally, GST at the rate of 18% will be applicable on overall transaction in accordance with definition of "VER" mentioned in the RFP.</p> <p>GST @ 18% = (Amount in INR) * 0.18 Invoice Amount including GST = 1.18 * (Total Purchase Amount)</p> <p>The payment shall be made to the account of Seller as mentioned in Annexure-_____ to this Agreement.</p>
<p>2.7 Delivery Failure</p>	<p>In case that at the Delivery Date, the volume of delivered VERs is less than the volume of Contracted VERs solely due to any fault of NGEL, Purchaser may terminate this Agreement in accordance with Clause 3.5 (Termination) of this Agreement, without prejudice to the Seller's right to receive payment for delivered VERs on the basis of the Unit Price set in Clause 2.3 (Unit price and Payment Date) of this Agreement. However, the Seller shall not be responsible for any delays in the transfer of VERs that may arise due to VERRA registry requirements and/or the unavailability of the Purchaser's active VERRA accounts.</p>
<p>2.8 Payment Failure</p>	<p>In case the purchaser fails to timely pay the due payment for the Contracted Volume of VERs, the Seller may terminate this Agreement in accordance with Clause 3.5 of this Agreement without prejudice to the Seller's right to claim any unpaid amount for delivered VERs.</p>

3. General

3.1 Entire Agreement	<p>This Agreement embodies the whole and only Agreement of the parties related to the matter dealt with therein, and no prior or contemporaneous oral or written Agreement or understanding shall be deemed to constitute a part of this Agreement, unless expressly referred to herein, or attached hereto, or specifically incorporated by reference herein. The Annexes to this Agreement include RFP and amendments thereof, if any, LoCQ issued to the Purchaser, proof of payments made by Purchaser to Seller against Contracted Volume of VERs, and other relevant correspondence between Seller and the Purchaser shall constitute integral parts of this Agreement and shall therefore be deemed part of this. Agreement.</p>
3.2 Governing law and disputes	<p>This Agreement shall be governed and construed in accordance with the laws of India.</p> <p>The Parties shall endeavor to settle any dispute arising in connection with the interpretation or performance of this agreement, through amicable consultations and negotiations, within 30 Calendar Days from the date of written notice by either the Seller or the Purchaser of the existence of such dispute.</p> <p>If no amicable settlement is reached within thirty (30) calendar days from the commencement of such consultations and negotiations, such dispute or difference shall be taken up by either Party for resolution through:</p> <p style="padding-left: 40px;">A. In case the bidder is a PSU: 'Administrative Mechanism for Resolution of CPSEs Disputes (AMRDC)', as mentioned in Department of Public Enterprises (DPE) Office Memorandum (OM) No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018 (or as may be amended and existing from time to time).</p> <p style="padding-left: 40px;">OR</p> <p style="padding-left: 40px;">B. In case the bidder is any other Entity: Arbitration and Conciliation Act; 1996 (or as may be amended and existing from time to time) by a sole arbitrator to be</p>

	appointed mutually by the NGEL and the bidder. The venue of arbitration shall be New Delhi, India.
3.3 Amendments to the Agreement	This Agreement may only be amended with the mutual written consent of the parties hereto by executing a supplementary Agreement.
3.4 Cost and Expenses	Each party shall bear its own costs and expenses in relation to the negotiation, preparation, execution of this Agreement unless otherwise stated.
3.5 Termination	Either Party is entitled to terminate this Agreement in accordance with Clause _____ (Default and Termination) of the RFP by giving written notice of 15 (Fifteen) days.
3.6 Marketing	Post transfer of VERs by the Seller, the Purchaser shall have the right to make public, information about the Project for marketing purposes only in the capacity as a purchaser of the VERs of the referred project and shall not claim the rights over the project including its beneficiaries, stakeholders and other related parties.
3.7 Confidentiality and Non-Disclosure	All information either Party has received, directly or indirectly, from the other Party, including the information which already has been exchanged between the Parties in view of the discussion in respect thereof, will be kept strictly confidential and both Parties will protect the Confidential Information from unauthorized used and disclosure to any third party in any manner whatsoever without the other Party's prior written consent. However, each party can disclose the information as per the mandatory requirement of the Law of land.

IN WITNESS whereof the parties have duly executed and delivered this agreement on the date written above at New Delhi.

<p>For & on behalf of Purchaser (M/s.....)</p> <p>..... (signatures)</p> <p>Witnesses</p> <p>1. (name & address)</p> <p>2. (name& address)</p>	<p>For & on behalf of Seller (NTPC Green Energy Limited)</p> <p>..... (signatures)</p> <p>Witnesses</p> <p>1. (name & address)</p> <p>2. (name& address)</p>
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