



IFB NO.: NRE-CS-5860-004(H2)-9

DEVELOPMENT OF GREEN HYDROGEN GENERATION SYSTEM/ ELECTROLYSER FOR 2 MW (AC) CAPACITY FOR GREEN HYDROGEN MOBILITY PROJECT AT SIPAT, CHATTISGARH

GENERAL INSTRUCTION SHEET AND TERMS & CONDITIONS

This tender is being issued to already Selected Electrolyzer Technology Provider(s) vide IFB No. NRE-CS-5851-004-9 and subsequent Electrolyzer Technology Provide (ETP) Agreements entered into with the ETPs:

1. PEM Technology: NRE-CS-5851-004-9-ETP-PEM400 dated 22.05.2023
2. Non-PEM Technology: NRE-CS-5851-004-9-ETP-NONPEM600 dated 11.07.2023

For this tender, Bidder is required to quote the Discount % on the Ceiling Price per MW as per their respective Electrolyzer Technology Provider (ETP) Agreement with NTPC REL referred in Sl. No. 1 above.

All terms and conditions of the above referred ETP Agreement and/ or its Bidding Documents for respective technology providers have been adopted and shall be remain valid for this requirement, except the following conditions, which are specific to this requirement, and will supersede the prevailing conditions in the ETP Agreement and/ or its Bidding Documents. Further, all references to bidding documents clauses mentioned below shall refer to clauses of ETP Agreement and/ or its Bidding Documents. ETPs are required to adhere to the same.

Following conditions, which are specific to this requirement, will supersede the prevailing conditions in the ETP Agreement and/ or its Bidding Documents:

1. BID SECURITY

a. The bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope for an amount of **INR 20,00,000 (Indian Rupees Twenty Lakh only)**.

b. The Bidder shall furnish the Bid Security in a separate sealed envelope, superscribed on the top as under:

**"ORIGINAL BID SECURITY for (NAME OF PACKAGE).....
BID DOCUMENT NO. DUE DATE OF TECHNO-COMMERCIAL BID
OPENING..... FROM..... (NAME OF THE BIDDER)".**

c. The Bid Security shall, at the Bidder's option, be in the form of Electronic Fund Transfer (EFT)/ irrevocable Letter of Credit or a bank guarantee from any of the banks specified in the Bid Data Sheets or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) or Payment on Order Instrument which is a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited.

The format of the Bank Guarantee/ Insurance Surety Bond/ Payment on Order Instrument shall be in accordance with the form of bank guarantee/ Insurance Surety Bond/ Payment on Order Instrument towards bid security included in the Bidding Documents (**Form - 2/ Form-2C / Form-2D**). In case, Bid Security is being paid through EFT mode, the necessary details as per **Form - 2B** to be provided. Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested under relevant clause of ITB.

d. **The Bid Security in original shall be submitted in a separate sealed envelope before the stipulated bid submission closing date and time. In case acceptable Bid Security in a separate sealed envelope is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened)**



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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: 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 Employer's banker stating the date of sending.
 - c) An undertaking from the issuing Bank strictly as per format enclosed at Form 2A. SFMS / SWIFT message must be sent to the 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 e-tendering portal.

The bidder shall be required to submit all the documents in the manner as specified at para (b) above, to reach Employer before the deadline for submission of bids, failing which its bid shall be rejected as being nonresponsive and not opened.

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

Confirmation of BGs (including Bid Security) 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:

Account Number	921020013636047
IFSC Code	UTIB0000022
Name of the Bank	Axis Bank
Branch Code	000022
Branch Address	Axis Bank Ltd B2-B-3, Sector 16, Noida, Gautam Buddha Nagar, U.P - 201301

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

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

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

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

e. The Bid Security of the Bidders whose Techno-Commercial Bid has not been found acceptable will be returned along with the letter communicating rejection of Techno-

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Commercial Bid. The Bid Security of the Bidders who are unsuccessful after opening of Price Bids shall be returned immediately after finalization of Evaluation by Employer.

f. The bid security of the successful bidder to whom the contract is awarded will be returned when said bidder has signed the Contract Agreement pursuant to ITB Clause 33 and has furnished the required Performance Securities pursuant to ITB Clause 34.

g. Forfeiture of Bid Security

The bid security shall be forfeited in any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc.:

- (a) If the Bidder withdraws or varies its bid during the period of bid validity
 - (b) If the bidder refuses to withdraw, without any cost to employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of the bidding documents, read in conjunction with its amendments / errata / clarification / addenda.
 - (c) in case of a successful Bidder, if the Bidder fails within the specified time limit;
 - i. to sign the Contract Agreement, in accordance with ITB Clause 33, and/or
 - ii. to furnish the required Performance Securities, in accordance with ITB Clause 34.
 - (d) If the Bidder/ his representatives commit any fraud while competing for this contract pursuant to 'Fraud Prevention Policy' of Employer.
 - (e) In case the Bidder/Contractor is disqualified from the bidding process in terms of Section 3 and 4 of Integrity Pact.
2. Discount Bids shall remain valid for One Hundred Twenty (120) days from the closing date prescribed by Employer for the receipt of bids, irrespective of validity of the respective ETP Agreement.
3. Implementation Schedule: Wherever referred in the ETP Agreement and/ or its Bidding Documents, the project implementation schedule for this requirement shall be read as below:

Sl. No.	Milestones	Schedule (Months from NOA)	
		Start	Finish
1.	Handing Over of Encumbrance free site and Vendor Finalisation	0	1
2.	Hydrogen Generation Layout finalisation integrating with pant layout for PESO approval	0.5	1.0
3.	Local administration approval	1.0	1.5
4.	Completion of design and engineering (including electrical and instrumentation)	0.5	1.5
5.	Equipment delivery and receipt at site	1.5	5.5
6.	Completion of all Safety Studies including HIRA	1.5	6.5
7.	Electrical System Charging	5	5.5
8.	Erection of all equipment's including balance of plant.	3	7.0
9.	Commissioning of all systems	5.0	7.5

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10.	Trial Run	7.5	8.0
11.	PG Test	7.5	8.0

4. Scope of the package is DEVELOPMENT OF GREEN HYDROGEN GENERATION SYSTEM/ ELECTROLYSER FOR 2 MW (AC) CAPACITY, however, the final scope of the package shall be kept either as **2MW (AC) Capacity or 1MW (AC) Capacity** based on requirement of the Employer at the time of award. In both the scenarios, the per MW discounted price quoted by the bidder in this tender shall remain unchanged.
5. Bidder is requested to refer to BOQ Excel Sheet for details regarding capacity to be quoted, instructions for filling the discount and selection criteria.
6. For the purpose of arriving at Evaluated Prices based on discount offered on ceiling price, SBI Bills Selling Exchange rates of one day prior to the deadline date for bid submission on GePNIC portal shall be considered. Please note that the discount on your ceiling price per MW shall be uniformly applied to all the Price Components (i.e. Ex-works Price of Main Equipment, Installation Services and O&M).
7. Employer's Name and Address:

*NTPC Limited
4th Floor, NETRA Building
E-3, Ecotech-II, Udyog Vihar, Greater Noida
Gautam Buddha Nagar, Uttar Pradesh
India, Pin – 201306*
8. In case of award, the package may awarded to the successful bidder by NTPC Renewable Energy Limited or its holding company/ NTPC Ltd. or any of its subsidiaries.

2. BID SECURITY FORM

2. Form of Bank Guarantee towards Bid Security

(To be stamped in accordance with Stamp Act,
if any, of the Country of the issuing Bank)

Bank Guarantee No.

Date.....

To:

Employer's Name and Address

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **NRE-CS-5860-004(H2)-9**,
M/s.....(***)..... having its Registered/Head Office
at.....(hereafter called the 'Bidder') wish to participate in the
said bid for

As an irrevocable bank guarantee against Bid Security for an amount of
.....(*)..... valid fordays
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 (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.)

2A. 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 BDS Item 2.1]

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[Employer's Name].....

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[Employer's Name].....

(Name of Bank Official)

[Bank Name]

Authority No.

Form – 2B

2B. Format of Undertaking

(Declaration for submission of bid security through EFT)

<p><u>Details for Payment for Bid Security through Electronic Fund Transfer (EFT)</u></p> <p>Tender Search Code:</p> <p>Bidder Name:</p> <p>UTR Reference No:</p> <p>Amount:</p> <p>Date of Transfer:</p> <p>Transferor Bank:</p> <p>(Signature of Bidder with Seal)</p>

2C. Form of Insurance Surety Bond towards Bid Security

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

Insurance Surety Bond No.
.....

Date.....

To

Employer's Name and Address

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **NRE-CS-5860-004(H2)-9**, M/s.....[*Bidder's Name*]..... having its Registered/ Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said bid for

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[*Employer's Name*]..... (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.

**2D: FORM OF PAYMENT ON ORDER INSTRUMENT (POI) TOWARDS BID SECURITY TO BE
ISSUED BY IREDA/REC/PFC**

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

POI No.

Date.....

To :

[Employer's Name and Address]

**Sub: M/s _____(insert name of the Bidder) – Issuance of Payment on Order
Instrument for an amount of Rs. _____ ***

Dear Sir

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

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

3. In consideration of the _____ [Insert name of the Bidder]
(hereinafter referred to as 'Bidder') submitting the bids for [Name of the Package] in
response to the Bidding Document No. _____ dated _____ issued by[Employer's
Name]..... (hereinafter referred to as EMPLOYER) and EMPLOYER considering such response to the
Bid of[Insert the name of the Bidder] as per the provisions of Bidding Documents, the
_____ [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally,
irrevocably and unconditionally to pay to EMPLOYER at [Insert Name of the Place from the address of
EMPLOYER] forthwith without demur on demand in writing from EMPLOYER or any Officer authorized
by it in this behalf, any amount upto and not exceeding Rupees _____ * _____ [Insert Amount],
only, on behalf of M/s _____ [Insert name of the Bidder].

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

(i) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur
and without protest within a period of 15 days of receipt of request from EMPLOYER within the validity
period of this letter as specified herein;

(ii) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by or against EMPLOYER;

(iii) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under this letter of undertaking shall be binding on its successors or assignees;

(iv) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (EMPLOYER and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;

(v) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(vi) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by EMPLOYER made in any format within the validity period. IREDA/REC/PFC shall not require EMPLOYER to justify the invocation of the POI against the [.....Name of the Bidder.....], to make any claim against or any demand against the Bidder or to give any notice to the [Name of the Bidder];

(vii) The POI shall be the primary obligation of IREDA/REC/PFC and EMPLOYER shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the [.....Name of the Bidder.....]

(viii) Neither EMPLOYER is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against EMPLOYER in respect of the payment made under letter of undertaking;

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

Dated this day of 20..... at

Thanking You

Yours faithfully

For and on behalf of
M/s

(Name of the POI issuing agency)

.....

(Signature)

.....

(Name)

.....

(Designation with Stamp)

Authorised Vide

Power of Attorney

No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the bidding documents.

(#) Complete mailing address of the Head Office of the POI Issuing Organization to be given.

(@) This date shall be forty five (45) days beyond the validity of bid.

2. The POI 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/POI issuing the organization.

3. While getting the POI issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee/Insurance Surety Bond/POI Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the POI.