



एनएचपीसी कार्यालय परिसर,
सेक्टर-33, फरीदाबाद-121003

**निविदा आमंत्रण सूचना
खुली प्रतिस्पर्धी बोली
(ई-निविदा)**

निविदा आईडी: 2024_NHPC_800202_1

1. एनएचपीसी लिमिटेड द्वारा "टैरिफ आधारित प्रतिस्पर्धी बोली (टीबीसीबी) के तहत ISTS (इंटर स्टेट ट्रांसमिशन सिस्टम) से जुड़ी रिन्यूएबल एनर्जी पावर प्रोजेक्ट्स तथा एनर्जी स्टोरेज से जुड़ी "फर्म और डिसपैचबल" 1200 मेगावाट पावर की आपूर्ति के लिए रिन्यूएबल एनर्जी प्रोजेक्ट डेवलपर्स के चयन (चरण -II)" हेतु पात्र बोलीदाताओं से **सिंगल स्टेज-टू पार्ट बिडिंग बेसिस** (अर्थात् भाग-I: तकनीकी - बोली और भाग-II : वित्तीय बोली) में **खुली प्रतिस्पर्धी बोली** के माध्यम से ऑनलाइन बोलियां आमंत्रित की जाती हैं।

सम्पूर्ण बोली दस्तावेज / निविदा दस्तावेज को केन्द्रीय लोक प्रापण (सीपीपी) पोर्टल <http://eprocure.gov.in/eprocure/app> से देख एवं डाउनलोड कर सकते हैं। इस साइट को सीपीपी पोर्टल एवं एनएचपीसी की वेबसाइट www.nhpcindia.com के ई-प्रोक्योरमेंट कॉर्नर के माध्यम भी देखा जा सकता है। यद्यपि निविदादाता जो इस निविदा में भाग लेना चाहते हैं तो वे निविदादाता ई-टेण्डरिंग हेतु ऑन लाइन बोलीदाता पंजीकरण करने के पश्चात उक्त पोर्टल से बोली दस्तावेज डाउनलोड कर सकते हैं। यद्यपि, इस बोली को निविदा प्रस्तुत करने की अंतिम तारीख व समय तक केवल <http://eprocure.gov.in/eprocure/app> पर ऑनलाइन प्रस्तुत किया जाना है। निविदा दस्तावेज की हार्ड कॉपी की बिक्री लागू नहीं है।

निविदा का संक्षिप्त विवरण निम्नानुसार है :

क्र.सं.	मद	विवरण
i)	निविदा का माध्यम	ई-प्रोक्योरमेंट सिस्टम लिफ़ाफ़ा-I : ऑनलाइन तकनीकी - वाणिज्यिक बोली लिफ़ाफ़ा- II : मूल्य बोली
ii)	निविदा आई.डी. संख्या	2024_NHPC_800202_1
iii)	निविदा संदर्भ संख्या	NH/CCW/CC-III/CO-301/PR16923/45
iv)	निविदा दस्तावेज की लागत	पैरा 3.3 के अनुसार प्रोसेसिंग शुल्क एनएचपीसी लिमिटेड के पक्ष में राष्ट्रीयकृत / अनुसूचित बैंक से डिमांड ड्राफ्ट के रूप में, जो फरीदाबाद में देय हो।
v)	निविदा प्रतिभूति (ईएमडी)	डीडी/बीजी/पीओआई/इन्शुरेंस सुरेटी बॉन्ड के रूप में निम्न सूत्र के अनुसार अधिकतम 10 करोड़ रुपये प्रति परियोजना के अधीन। Earnest Money Deposit = [रुपये 9,28,000 x सौर घटक की रेटेड संचयी स्थापित क्षमता (मेगावाट) + रुपये 12,64,000 x विंड पावर घटक की रेटेड संचयी

		स्थापित क्षमता (मेगावाट) + रुपये 14,64,000 x ईएसएस घटक की रेटेड संचयी स्थापित क्षमता (मेगावाट)]
vi)	निविदा की वैधता अवधि	ऑनलाइन बोली प्रस्तुत करने की अंतिम तारीख से 180 दिन
vii)	कार्य पूरा करने की अवधि	“टैरिफ आधारित प्रतिस्पर्धी बोली (टीबीसीबी) के तहत ISTS (इंटर स्टेट ट्रांसमिशन सिस्टम) से जुड़ी रिन्यूएबल एनर्जी पावर प्रोजेक्ट्स तथा एनर्जी स्टोरेज से जुड़ी “फर्म और डिसपैचबल” 1200 मेगावाट पावर की आपूर्ति के लिए रिन्यूएबल एनर्जी प्रोजेक्ट डेवलपर्स के चयन (चरण -II) हेतु” की पूर्णता अवधि अधोलिखित है: धारा 2 - परिभाषाओं में परिभाषित "अनुसूचित कमीशनिंगकी तिथि" के अनुसार
viii)	निविदा आमंत्रण करने वाले प्राधिकारी	महाप्रबंधक (सिविल संविदा- I), कमरा सं. 218, द्वितीय तल, ज्योति सदन, एनएचपीसी कार्यालय परिसर, सैक्टर-33, फरीदाबाद-(121003), हरियाणा, भारत टेली फैक्स नं०.:+91(129) 2270596 ई-मेल : contcivill-co@nhpc.nic.in

निविदा की महत्वपूर्ण तिथियाँ इस प्रकार है:

क्र.सं.	विवरण	तारीख व समय
i)	निविदा प्रकाशन की तारीख एवं समय	15.03.2024 (18:00 Hrs)
ii)	दस्तावेज डाउनलोड प्रारम्भ करने की तारीख व समय	15.03.2024 (18:00 Hrs)
iii)	बोली पर प्रश्नों / स्पष्टीकरण की प्राप्ति की अंतिम तिथि	26.03.2024 (upto 17:30 Hrs)
iv)	निविदा पूर्व बैठक की तारीख व समय	28.03.2024 (15:00 Hrs)
v)	निविदा प्रस्तुत करने की प्रारंभ तारीख व समय	02.04.2024 (11:30 Hrs)
vi)	ऑन लाइन निविदा प्रस्तुत करने की अंतिम तारीख व समय	12.04.2024(17:30 Hrs)
vii)	ऑफ लाइन निविदा प्रस्तुत करने की अंतिम (तारीख व समय एवं पता)	15.04.2024 (upto 17:00 Hrs) पता: महाप्रबंधक (सिविल संविदा- I), कमरा सं. 218, द्वितीय तल, ज्योति सदन, एनएचपीसी कार्यालय परिसर, सैक्टर-33, फरीदाबाद-(121003), हरियाणा, भारत टेली फैक्स नं०.:+91(129) 2270596 ई-मेल : contcivill-co@nhpc.nic.in
viii)	बोली खोलना: ऑनलाइन निविदा (तकनीकी बोली) (भाग- I) की दिनांक, समय और स्थान	17.04. 2024(11:30 Hrs) पता: महाप्रबंधक (सिविल संविदा- I), कमरा सं. 218, द्वितीय तल, ज्योति सदन, एनएचपीसी कार्यालय परिसर,

		सैक्टर-33,फरीदाबाद-(121003), हरियाणा, भारत टेली फैक्स नं०.:+91(129) 2270596 ई-मेल : contcivil1-co@nhpc.nic.in
ix)	मूल्य बोली निविदा खोलना (लिफाफा -II) वित्तीय बोली	तकनीकी-वाणिज्यिक रूप से सफल निविदा दाताओं को स्थान, दिनांक व समय के बारे में बाद में सूचित किया जाएगा ।

‘निविदा आमंत्रण सूचना’ की अन्य सभी मानदंड, नियम व शर्तें अंग्रेजी भाषा में प्रकाशित “NOTICE INVITING TENDER” संस्करण के अनुरूप रहेंगी। ‘निविदा आमंत्रण सूचना’ के अंग्रेजी और हिंदी संस्करण के शब्दों के बीच कोई अंतर होने की स्थिति में, अंग्रेजी संस्करण मान्य होगा।

कृते एनएचपीसी लिमिटेड की ओर से,

महाप्रबंधक (सिविल संविदा- I),
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Section 1

**NOTICE INVITING TENDER
(NIT)**

NOTICE INVITING TENDER

INTRODUCTION

- 1.0 NHPC Limited (hereinafter called NHPC) intends to procure Firm and Dispatchable RE power coupled with energy storage system up to capacity of 1200 MW through Competitive Bidding Process (conducted online followed by reverse auction). After conclusion of bidding process, NHPC shall enter into Power Purchase Agreement (PPA) with the selected Bidders, based on this RfS for purchase of RE power for a period of 25 years from the Scheduled Commissioning Date of the project based on the terms, conditions and provisions of the RfS and PPA.
- 1.1 This document is for selection of RE Power Developers (REPDs) for setting up ISTS connected Firm and Dispatchable RE Power Project coupled with energy storage system of aggregate capacity of 1200 MW on the land to be identified & arranged by the REPDs in anywhere in India. The RE power produced by the selected REPD from their respective RE Power Projects will be purchased by NHPC and would be sold to the State Utilities/ Discoms/any other Beneficiaries. The details of Buying Entities shall be intimated at a later date. NHPC shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidders. NHPC shall be an intermediary nodal agency for procurement of power supplied by the REPDs and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the REPDs as well as the Buying Entity(ies).
- 1.2 The minimum project size will be 50 MW and in multiples of 10 MW thereafter under OPEN category. **The cumulative capacity offered should not exceed 600 MW. However, for Projects located in North-Eastern States and Special Category, the minimum quantum of Contracted Capacity that can be offered by a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall be 30 MW.**
- 1.3 The bidders will be short-listed by the process of e-bidding (**Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid**) to be followed by reverse auction process for selection of bidders. E-bidding is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, NHPC Ltd. is using the Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal.

OVERVIEW OF RFS:

- 1.4 RE Power Developers (hereafter referred to as REPDs selected by NHPC based on this RfS, shall set up of ISTS-connected RE Projects for supply of 1200 MW Firm and Dispatchable RE power, from ISTS-connected RE Power Projects coupled with energy storage systems in India, on Build-Own-Operate (BOO) basis. NHPC shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS for purchase of power for a period of 25 years based on the terms, conditions and provisions of the RfS document and standard Power Purchase Agreement (PPA). The standard PPA document can be downloaded from CPP portal <http://eprocure.gov.in/eprocure/app>.
- 1.5 NHPC shall enter into PPA with successful REPDs for a period of 25 years from the date as per the provisions of PPA. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on NHPC for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

- 1.6 Bidder shall quote a single tariff for entire of its projects' capacity offered, which shall be applicable for all the 25 years.
- 1.7 If the Project is transferred or sold to a third party during its tenure (after initial lock-in period of 1 (One) year after "Commercial Operation Date and Schedule Commencement of Supply Date" (SCSD)), NHPC will retain full rights to operationalize the PPA with the third party, which will be under full obligation to honour all the obligations and terms & conditions of the PPA.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RFS

- 1.8 Under this RfS, the RPD shall set up the RE Power Project(s), including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project(s) and/or dedicated transmission network upto the Interconnection/ Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the RPD. The Projects to be selected under this scheme provide for deployment of wind, solar PV and ESS capacities. However, the selection of Projects would be technology agnostic.

The Projects to be selected under this RfS for aggregate capacity of 1200 MW to be installed anywhere in India, provide for deployment of RE Power. Only commercially established and operational technologies can be used to minimize the technology risk and to achieve the timely commissioning of the Projects.

- 1.9 Developers/Generators who have already commissioned RE Power Plants or are in process of constructing such plants and have untied capacity may also participate in the bid. Developers who have already set up capacity or who have spare untied capacity (that is unencumbered from any power supply commitments or power purchase agreements and is available for augmenting the proposed RE power under this RfS) may also participate in the bid.
- 1.9.1 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

GUIDELINES FOR IMPLEMENTATION OF THE RFS

- 1.10 With the objective to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding, Ministry of Power has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023. Subsequently, the first amendment to the said guidelines have also been issued by Ministry of Power vide resolution No. No. 48-19/2/2023-NRE dated 17.11.2023. These Guidelines have been issued under section 63 of the Electricity Act, 2003 to enable procurement of Firm and Dispatchable RE power by DISCOMs from grid-connected Renewable Energy (RE) power projects, with Energy Storage through tariff based competitive bidding. This RfS document has been prepared in line with the above Guidelines, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS. These guidelines and their elaborations/ clarifications form the basis for selection of new Projects under this RfS. In case of any difference in interpretation between this RfS document and said guidelines, the matter shall be referred to the 'Appropriate Authority' as per issued guidelines and latest amendments thereof and the decision of this 'Appropriate Authority' shall be final and binding on Bidder/REPD and NHPC.
- 1.11 NHPC Limited (NHPC) has issued this RfS in the capacity of "Intermediary Procurer/Renewable Energy Implementing Agency (REIA)" as designated by Ministry of

New and Renewable Energy (MNRE), Govt. of India and as defined in the aforementioned Guidelines. NHPC may develop a suitable monitoring mechanism, to analyze the performance of the projects and carry out random checks to verify compliance of quality standards.

GENERAL

- 1.12 The complete RfS Documents are available at CPP portal <http://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. Interested bidders shall download the RfS Documents from the CPP portal <http://eprocure.gov.in/eprocure/app> as per the provisions available therein.
- 1.13 For proper uploading of the bids on the portal namely <http://eprocure.gov.in/eprocure/app> (*hereinafter referred to as the 'portal'*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. NHPC in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.
- 1.14 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the global competitive bidding procedures as per the provisions of ITB. It shall be noted that the respective rights of the NHPC and the Bidder/ REPD shall be governed by the RfS Documents/PPA signed between NHPC and the REPD for the project.
- 1.15 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on CPP portal (<http://eprocure.gov.in/eprocure/app>).
- 1.16 Bidder shall submit bid proposal along with Bid Processing Fees (non-refundable) and Earnest Money Deposit (EMD) complete in all respect as per the Bid Document. Techno-commercial bids will be opened in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Earnest Money Deposit (EMD) may be considered as non-responsive. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 1.17 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from CPP portal (<http://eprocure.gov.in/eprocure/app>). Any amendment(s) / corrigendum(s) / clarification(s) with respect to this RfS shall be uploaded on CPP portal. The Bidder should regularly check for any Amendment(s) / Corrigendum(s) / Clarification(s) on the abovementioned website.
- 1.18 For multiple Projects, separate Performance Bank Guarantees shall be furnished against each Project being executed under this RfS by the REPD after issuance of Letter of Award (LOA) by NHPC.
- 1.19 The detailed Qualifying Requirements (QR) is given in Section 3 of the RfS.
- 1.20 NHPC shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.
- 1.21 ***NHPC reserves the right to cancel / withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for ease of reference only & shall not affect the interpretation of this agreement.