

**Request For Proposal – Design, Build,  
Finance, Own and Operate (RFP-DBFOO)**

**Invitation for e-Tender for Long Term  
Procurement of Electricity from 1X660 MW  
Ennore Thermal Power Station Expansion  
Project on Telecommunications Consultants  
India Limited Portal**

**for**

**Power Supply Agreement**

**Tamil Nadu Power Generation Corporation  
Limited (TNPGL)**

**On behalf of**

**Tamil Nadu Power Distribution Corporation  
Limited (TNPDL)**

**December 2025**

**Request for Proposal - DBFOO**  
**(RFP - DBFOO)**

## GLOSSARY

<b>Allocated Coal Linkage</b>	As defined in the Appendix VI
<b>Approved Route</b>	As defined in the Appendix I
<b>Associate</b>	As defined in Clause 2.1.14
<b>E-Bank Guarantee</b>	As defined in Clause 2.20.1
<b>Bid(s)</b>	As defined in Clause 1.2.2
<b>Bidders</b>	As defined in Clause 1.2.2
<b>Bidding Documents</b>	As defined in Clause 1.1.7
<b>Bid Due Date</b>	As defined in Clause 1.1.7
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>CIL</b>	As defined in Clause 3.5.2
<b>Conflict of Interest</b>	As defined in Clause 2.1.14
<b>Contract</b>	As defined in Clause 1.1.5
<b>Damages</b>	As defined in Clause 2.1.14
<b>DBFOO</b>	As defined in Clause 1.1.1
<b>Government</b>	Government of Tamil Nadu
<b>Lowest Bidder</b>	As defined in Clause 1.2.6
<b>LOA</b>	As defined in Clause 3.3.5
<b>Member</b>	Member of a Consortium
<b>Nodal Agency</b>	As defined in Clause 1.1.1
<b>PSA-DBFOO</b>	As defined in Clause 1.1.2
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>Request for Proposal -DBFOO or RFP-DBFOO</b>	As defined in the Disclaimer
<b>Request for Qualification - DBFOO or RFQ-DBFOO</b>	As defined in Clause 2.1.2
<b>SCCL</b>	As defined in Clause 3.5.2
<b>Selected Bidder</b>	As defined in Clause 3.3.1
<b>Supplier</b>	As defined in Clause 1.1.2
<b>Tariff</b>	As defined in Clause 1.2.6
<b>TCIL</b>	As defined in Clause 1.1.4
<b>TNPGCL</b>	As defined in Clause 1.1.1
<b>TNPDCL</b>	As defined in Clause 1.1.1
<b>Utility</b>	As defined in Clause 1.1.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP-DBFOO, shall, unless repugnant to the context, have the meaning ascribed thereto

therein.

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## DISCLAIMER

The information contained in this Request for Proposal-DBFOO (“**RFP-DBFOO**”) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Utility or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP-DBFOO and such other terms and conditions subject to which such information is provided.

This RFP-DBFOO is not an agreement and is neither an offer nor invitation by the Nodal Agency on behalf of the Utility to the prospective Bidders or any other person. The purpose of this RFP-DBFOO is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP-DBFOO. This RFP-DBFOO includes statements, which reflect various assumptions and assessments arrived at by the Utility in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP-DBFOO may not be appropriate for all persons, and it is not possible for the Nodal Agency & Utility, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP-DBFOO. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP-DBFOO and obtain independent advice from appropriate sources.

Information provided in this RFP-DBFOO to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Nodal Agency on behalf of the Utility accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Nodal Agency & Utility, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP-DBFOO or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP-DBFOO and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP-DBFOO or arising in any way for participation in this Bid Stage.

The Nodal Agency on behalf of the Utility also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this RFP-DBFOO.

The Nodal Agency on behalf of the Utility may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or

assumptions contained in this RFP-DBFOO.

The issue of this RFP-DBFOO does not imply that the Nodal Agency on behalf of the Utility is bound to select a Bidder or to appoint the Selected Bidder or Supplier, as the case may be, for the Project and the Nodal Agency on behalf of the Utility reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Nodal Agency on behalf of the Utility or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Nodal Agency on behalf of the Utility shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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# Tamil Nadu Power Distribution Corporation Limited

## 1. INTRODUCTION<sup>\$</sup>

### 1.1 Background

1.1.1. The Tamil Nadu Power Generation Corporation Limited (TNPGL) (the “**Nodal Agency**”<sup>1</sup>) is responsible to assess the need for long term perspective planning for generation of power and execution of power projects in the state of Tamil Nadu. Nodal Agency looks after planning and oversees power generation in the Tamil Nadu Power sector, both in the public and private domains, and is also entrusted with the responsibilities of cohesively coordinating and dovetailing the activities of various power generation utilities in the state.

The Tamil Nadu Power Distribution Corporation Limited (TNPDL) (the “**Utility**”) is/are engaged in the distribution of electricity and as part of this endeavour, the Utility has decided to procure electricity on a long term basis from the Power Station to be developed with an Installed Capacity of 660 MW (1 x 660 MW) located at Village Ernavur, Dist. Ennore - Thiruvallur, Tamil Nadu (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Own and Operate (the “**DBFOO**”) basis by sourcing fuel from Allocated Coal Linkage arranged by the Utility as per SHAKTI Policy. The Nodal Agency shall be carrying out the Bidding Process on behalf of the Utility for selection of a corporate entity as the Bidder to whom the contract may be awarded for production of electricity and supply thereof as per the terms and conditions specified in the Bidding Documents.

The term “**Power Station**” or “**Project**”, for the purpose of this RFP-DBFOO, means units of the generating station to be developed with an Installed Capacity of 660 MW (1 x 660 MW) located at Village Ernavur, Dist. Ennore - Thiruvallur, Tamil Nadu and shall include Project Assets and the allocation of Allocated Coal which is linked to or attached with the Project.

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#### <sup>\$</sup> Instructions for Bidders

**Note 1:** The provisions in curly brackets shall be suitably modified by the Bidders after the RFP-DBFOO is issued. (See Appendix-VII)

**Note 2:** Blank spaces contain formats that are to be used by the Bidders after the RFP-DBFOO is issued. (See Appendix-VII)

**Note 3:** Footnotes marked in numerical in the relevant Clauses of the RFP-DBFOO are for guidance of the Bidders. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Bidders while submitting their respective Bids. (See Appendix-VII)

<sup>1</sup> TNPGL shall perform the responsibility as the Nodal Agency wherein it shall be responsible for bid process management for setting up of thermal power station of 1x660 MW, arranging coal linkage allocation under Shakti para-B (iv.), 2017 on behalf of the Utility. Nodal Agency shall also be responsible for coordinating activities between the successful bidder, the state discom TNPDL.



Brief particulars of the Project are as follows:

Capacity Required (in MW)	Contracted Capacity Required (in MW)	Period when supply must commence
660	617	48 months from Appointed Date

- 1.1.2. The Bidder who is issued Letter of Award (LoA) (the “**Selected Bidder**”) shall accept the LoA (the “**Successful Bidder**” or the “**Supplier**”). The Successful Bidder, shall be a company incorporated under the Companies Act, 1956/2013. The Supplier shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Power Station for production of electricity and supply thereof under and in accordance with the provisions of a long term agreement for supply of Electricity (the “**Power Supply Agreement- DBFOO**” or the “**PSA- DBFOO**”) to be entered into between the Supplier and the Utility in the form provided by the Utility as part of the Bidding Documents pursuant hereto. Further, TNPGL/TNPDCL shall ensure to settle all outstanding liabilities including payments/dues (including IDC to any lender/ financing institutions and payments under all contracts including to creditors or any other parties) associated with the Project prior to the Bid Due Date for submission of bids. Any liabilities arising on account of any activity prior to the Appointed Date shall be the responsibility of TNPGL/TNPDCL.
- 1.1.3. The scope of work will broadly include designing, financing, construction, operation and maintenance of the Power Station and supply of power in accordance with the terms in the PSA-DBFOO.
- 1.1.4. Bidders shall Bid for the capacity specified in Clause 1.1.1 at e- Bidding Portal Telecommunications Consultants India Limited (TCIL) (the “**Portal**”). Provided, however, that the Utility may, in its sole discretion, accept only those Bids which match the lowest Bid.
- 1.1.5. The PSA-DBFOO sets forth the detailed terms and conditions for grant of the contract to the Supplier, including the scope of the Supplier’s services and obligations (the “**Contract**”).
- 1.1.6. The statements and explanations contained in this RFP-DBFOO are intended to provide a better understanding to the Bidders about the subject matter of this RFP-DBFOO and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Supplier set forth in the PSA-DBFOO or the Nodal Agency’s rights on behalf of the Utility to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this RFP- DBFOO

or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP-DBFOO are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Nodal Agency on behalf of the Utility.

- 1.1.7. The Nodal Agency on behalf of the Utility shall receive Bids pursuant to this RFP-DBFOO in accordance with the terms set forth in this RFP-DBFOO and other documents to be provided by the Nodal Agency on behalf of the Utility pursuant to this RFP-DBFOO, as modified, altered, amended and clarified from time to time by the Nodal Agency on behalf of the Utility (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Nodal Agency on behalf of the Utility has adopted a single-stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The process involves submission of online application in accordance with the provisions of the RFQ-DBFOO (the "**Application**") along with the financial offers (the "**Bids**") in accordance with the Request for Proposal-DBFOO.
- 1.2.2 All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees to the TCIL Portal. The requisite fee shall be deposited through NEFT/IMPS/RTGS after adding the applicable taxes.
- 1.2.3 The Bidders will submit their Bids in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date.
- 1.2.4 The Bidding Documents include the draft PSA-DBFOO for the Project which is enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP-DBFOO Document, will be deemed to form part of the Bidding Documents.
- 1.2.5 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 3 lakh (Rupees three lakh) per MW (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO. The Bidders will have an option to provide Bid Security either through online transfer or a E- Bank Guarantee acceptable to the Utility. In case a E-Bank Guarantee is provided, its validity period shall not be less than 179 (One Hundred Seventy Nine) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Nodal Agency on behalf of the Utility and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.6 During the Bidding Process, Bidders are invited to examine the Bidding Documents in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract including implementation of the Project.

1.2.7 Bids are invited for the Project on the basis of a tariff to be offered by a Bidder for and in respect of the Project. For the purposes of evaluation hereunder, the Fixed Charge and Fuel Charge will constitute the tariff for the Power Station (the “**Tariff**”). The contract period shall be pre-determined and specified in the Bidding Documents.

In this RFP-DBFOO, the term “Lowest Bidder” shall mean the Bidder who is offering the lowest Tariff at the end of e-reverse auction to be conducted after opening of Bids for the project.

1.2.8 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP-DBFOO, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Utility may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.9 The Supplier shall, in consideration of its investment and services, be entitled to receive a Fixed Charge and a Fuel Charge.

1.2.10 Details of the process to be followed at the Bidding Process and the terms thereof are spelt out in this RFP-DBFOO.

1.2.11 Any queries or request for additional information concerning this RFP- DBFOO may send their queries to the email ID of the officer designated in Clause 2.11.5 below. The email shall clearly bear the following subject:

"Queries/Request for Additional Information: RFP-DBFOO for 1 X 660 MW Ennore Thermal Power Station Expansion Project".

### **1.3 Schedule of Bidding Process**

The Nodal Agency on behalf of the Utility shall endeavor to adhere to the following schedule:

<b>S. No.</b>	<b>Event</b>	<b>Planned Date</b>
1	Issuance of Bidding Documents (RFQ, RFP & PSA)	08-12-2025
2	Last date for Site visit	02-01-2026
3	Pre-Bid Conference	05-01-2026
4	Last date for receiving queries	15-01-2026
5	Utility response to queries latest by	26-01-2026

6	<b>Bid Due Date</b>	<b>16-02-2026</b>
7	Opening of Bids	17-02-2026
8	Letter of Award (LOA)	30-03-2026
9	Validity of Bids	15-08-2026
10	Signing of PSA-DBFOO	30-04-2026

## 1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 5<sup>th</sup> January 2026

Time & Venue: Link will be shared subsequently.

## **2. INSTRUCTIONS TO BIDDERS**

### **A. General**

#### **2.1 General terms of Bidding**

- 2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP- DBFOO, but defined in the Request for Qualification document for the Project (the “RFQ-DBFOO”) shall have the meaning assigned thereto in the RFQ- DBFOO.
- 2.1.3 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Any variations or deviations found subsequently shall not confer any right on the Bidders, and the Nodal Agency and/or the Utility shall have no liability whatsoever in relation to or arising out of any variations or deviations detected subsequently.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP-DBFOO, the detailed terms specified in the draft PSA-DBFOO shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PSA-DBFOO.
- 2.1.5 The Bid should be uploaded online on TCIL Portal in the format at Appendix–I, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bid shall consist of a Tariff to be quoted by the Bidder, as per the terms and conditions of this RFP-DBFOO and the provisions of the PSA-DBFOO.
- 2.1.7 The Bidder shall deposit a Bid Security as specified in Clause 1.2.5 of this RFP-DBFOO. The Bidder has the option to provide the Bid Security either as a through online transfer or in the form of a E-Bank Guarantee acceptable to the Utility, as per format at Appendix–II.
- 2.1.8 The validity period of the E-Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Utility and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the PSA-DBFOO.

- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix– III, authorising the signatory of the Bid to commit the Bidder.
- 2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix– IV.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The documents including this RFP-DBFOO and all attached documents, provided by the Nodal Agency on behalf of the Utility are and shall remain or become the property of the Nodal Agency and/ Utility and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Utility will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Utility shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Utility and not by way of penalty for, inter alia, the time, cost and effort of the Utility, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Utility under the Bidding Documents and/ or the PSA-DBFOO or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the

“**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Nodal Agency and/ Utility in the preparation of any documents, design or technical specifications of the Project.

*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP-DBFOO, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Nodal Agency and/ Utility in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or

subsequent to the (i) issue of the LOA or (ii) execution of the PSA-DBFOO. In the event any such adviser is engaged by the Selected Bidder or Supplier, as the case may be, after issue of the LOA or execution of the PSA-DBFOO for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the PSA-DBFOO and without prejudice to any other right or remedy of the Utility, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Nodal Agency and/ Utility may have thereunder or otherwise, the LOA or the PSA-DBFOO, as the case may be, shall be liable to be terminated without the Nodal Agency and/ Utility being liable in any manner whatsoever to the Selected Bidder or Supplier for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of this Project.

2.1.16 This RFP-DBFOO is not transferable.

2.1.17 Any award of Contract pursuant to this RFP-DBFOO shall be subject to the terms of Bidding Documents.

2.1.18 Omitted

## **2.2 Change in composition of the Consortium**

Omitted

## **2.3 Change in Ownership**

2.3.1 By submitting the Bid, the Bidder acknowledges that it was qualified on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, further commit that the aggregate holding of the Consortium Members to not decline below 100% (hundred per cent) till COD and not below 51% (Fifty One per cent) for the period of 3 (three) years following COD, and not below 26% (twenty six per cent) from 4th year following COD upto 10th year following COD, or such lower proportion as may be permitted by the Utility of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost as per the PSA-DBFOO. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the PSA-DBFOO, and a breach hereof shall, notwithstanding anything to the contrary contained in the PSA-DBFOO, be deemed to be a breach of the PSA-DBFOO and dealt with as such thereunder..

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFQ-DBFOO, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Nodal



Agency on behalf of the Utility forthwith along with all relevant particulars about the same and the Nodal Agency on behalf of the Utility may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the PSA-DBFOO but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the PSA- DBFOO, be deemed to be a breach of the PSA-DBFOO, and the same shall be liable to be terminated without the Nodal Agency and the Utility being liable in any manner whatsoever to the Supplier. In such an event, notwithstanding anything to the contrary contained in the PSA-DBFOO, the Nodal Agency on behalf of the Utility shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Nodal Agency and/ the Utility under the Bidding Documents and/ or the PSA-DBFOO or otherwise.

## **2.4 Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Nodal Agency and Utility will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site visit and verification of information**

2.5.1 The Utility shall permit the Bidders to undertake site visit(s) prior to submitting their respective Bids for familiarising themselves with the information and physical conditions relevant to the Project, including the transmission capacity, the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Nodal Agency and the Utility;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Utility relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of

information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Nodal Agency on behalf of the Utility, or a ground for termination of the PSA-DBFOO by the Supplier;

(f) acknowledged that it does not have a Conflict of Interest; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Nodal Agency on behalf of the Utility shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP-DBFOO, RFQ-DBFOO, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Nodal Agency and/ Utility.

## **2.6 Verification and Disqualification**

2.6.1 The Nodal Agency on behalf of the Utility reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ-DBFOO, the RFP- DBFOO or the Bidding Documents and the Bidder shall, when so required by the Nodal Agency & Utility, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Nodal Agency and/ Utility shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Nodal Agency and/ Utility thereunder.

2.6.2 The Nodal Agency on behalf of the Utility reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Nodal Agency on behalf of the Utility, the supplemental information sought by the Nodal Agency and/ Utility for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Nodal Agency on behalf of the Utility reserves the right to:

(i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Nodal Agency on behalf of the Utility, including annulment of the Bidding Process.

- 2.6.3 In case it is found during the evaluation or at any time before signing of the PSA-DBFOO or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Nodal Agency on behalf of the Utility, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LOA or entering into of the PSA-DBFOO, and if the Selected Bidder has already been issued the LOA or has entered into the PSA-DBFOO, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP- DBFOO, be liable to be terminated, by a communication in writing by the Nodal Agency in consultation with the Utility to the Selected Bidder or the Supplier, as the case may be, without the Nodal Agency and/ Utility being liable in any manner whatsoever to the Selected Bidder or Supplier. In such an event, the Nodal Agency on behalf of the Utility shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Utility under the Bidding Documents and/ or the PSA-DBFOO, or otherwise.

## **B. DOCUMENTS**

### **2.7 Contents of the RFP-DBFOO**

- 2.7.1 This RFP-DBFOO comprises the Glossary, Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

- I. Letter comprising the Bid
- II. E-Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Details of the Allocated Coal Linkage
- VII. List of Bid-Specific Provisions

- 2.7.2 The draft PSA-DBFOO provided by the Utility as part of the Bidding Documents shall be deemed to be part of this RFP-DBFOO.

## **2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the RFP-DBFOO may notify the Nodal Agency on behalf of the Utility in writing by speed post/courier or by e-mail attaching the queries in Microsoft Word file in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Nodal Agency on behalf of the Utility shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail.
- 2.8.2 The Nodal Agency on behalf of the Utility shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Utility reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Nodal Agency on behalf of the Utility to respond to any question or to provide any clarification.
- 2.8.3 The Nodal Agency on behalf of the Utility may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Nodal Agency on behalf of the Utility shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Nodal Agency, the Utility or its employees or representatives shall not in any way or manner be binding on the Nodal Agency and/ Utility.

## **2.9 Amendment of RFP-DBFOO**

- 2.9.1 At any time prior to the Bid Due Date, the Nodal Agency on behalf of the Utility may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP-DBFOO by the issuance of Addenda.
- 2.9.2 Any Addendum issued hereunder shall be uploaded in the TCIL Portal.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Nodal Agency on behalf of the Utility may, in its sole discretion, extend the Bid Due Date<sup>2</sup>.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10 Format for submission of Bid**

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<sup>2</sup> While extending the Bid Due Date on account of an addendum, the Utility shall have due regard for the time required by Bidders to address the amendments specified therein. Any amendments, at least 7 (seven) days shall be provided between the date of amendment and the Bid Due Date, shall be provided.

- 2.10.1 The Bidder shall provide all the information sought under this RFP-DBFOO. The Nodal Agency on behalf of the Utility will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

## **2.11 Submission of Bids**

- 2.11.1 The Bidder shall submit the Bid in the format specified at Appendix-I, and the format created online in the TCIL portal, together with the documents specified in Clause 2.11.2.
- 2.11.2 Documents required to be uploaded as per this RFP-DBFOO shall contain:
- (a) Bid Security in the format at Appendix–II;
  - (b) Power of Attorney for signing of Bid in the format at Appendix–III;
  - (c) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix–IV; and
  - (d) A copy of the draft PSA-DBFOO with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.
- 2.11.3 Omitted
- 2.11.4 Omitted.
- 2.11.5 Omitted
- 2.11.6 If the Bid is not uploaded/submitted as instructed in this RFP-DBFOO, the Nodal Agency on behalf of the Utility assumes no responsibility for rejection of the Bid and consequent losses, if any, suffered by the Bidder.
- 2.11.7 Bids submitted by fax or e-mail shall not be entertained and shall be rejected.

## **2.12 Bid Due Date**

- 2.12.1 Bids should be submitted latest by \*\*\* hours IST on the Bid Due Date at the TCIL Portal in the manner and form as detailed in this RFP-DBFOO.
- 2.12.2 The Nodal Agency on behalf of the Utility may, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## **2.13 Late Bids**

Bids received by the Utility after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.14 Contents of the Bid**

- 2.14.1 The Bid shall be furnished in the format at Appendix–I and shall consist of a Tariff to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Tariff to undertake the Project in accordance with this RFP-DBFOO and the provisions of the PSA-DBFOO.
- 2.14.2 Generally, the Project will be awarded to the Lowest Bidder.
- 2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP-DBFOO.
- 2.14.4 The draft PSA-DBFOO shall be deemed to be part of the Bid.

## **2.15 Modifications/ Substitution of Bids**

- 2.15.1 The Bidder may modify or substitute its Bid after submission prior to the Bid Due Date. No Bid shall be modified or substituted by the Bidder on or after the Bid Due Date.
- 2.15.2 Omitted.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Nodal Agency on behalf of the Utility, shall be disregarded.

## **2.16 Rejection of Bids**

- 2.16.1 Notwithstanding anything contained in this RFP-DBFOO, the Utility reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Nodal Agency on behalf of the Utility rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.16.2 The Nodal Agency on behalf of the Utility reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.17 Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Utility.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Utility in relation to, or matters arising out of, or concerning the Bidding Process. The Nodal Agency on behalf of the Utility will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Nodal Agency and/ Utility may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Utility or as may be required by law or in connection with any legal process.

## **2.19 Correspondence with the Bidder**

Save and except as provided in this RFP-DBFOO, the Nodal Agency on behalf of the Utility shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **D. BID SECURITY**

### **2.20 Bid Security**

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a E-Bank Guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Utility in the format at Appendix-II (the “ E-Bank Guarantee”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Nodal Agency on behalf of the Utility and the Bidder from time to time. In case the E-Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 Bid Security can also be in the form of online transfer into the account of the Utility. The Utility shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Nodal Agency on behalf of the Utility as non-responsive.

- 2.20.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Utility, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Utility, and in any case within 60 (sixty) days from the Bid Due Date.
- 2.20.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Supplier signing the PSA-DBFOO and furnishing the Performance Security in accordance with the provisions thereof. The Nodal Agency on behalf of the Utility may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the PSA-DBFOO.
- 2.20.6 The Nodal Agency on behalf of the Utility shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP-DBFOO, shall be deemed to have acknowledged and confirmed that the Utility will suffer loss and damage on account of modification/substitution of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP- DBFOO. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Utility under the Bidding Documents and/ or under the PSA-DBFOO, or otherwise, if:
- (a) a Bidder submits a non-responsive Bid;
  - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP-DBFOO;
  - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP-DBFOO and as extended by mutual consent of the respective Bidder(s) and the Utility;
  - (d) the Selected Bidder fails within the specified time limit-
    - i. to sign and return the duplicate copy of LOA;
    - ii. to cause the SPV to sign the PSA-DBFOO ; or
    - iii. to furnish the Performance Security within the period prescribed therefor in the PSA-DBFOO; or
  - (e) the Selected Bidder, having incorporated the SPV and the SPV having signed the PSA-DBFOO, commits any breach thereof prior to furnishing the Performance Security.



### **3. EVALUATION OF BIDS**

#### **3.1 Opening and Evaluation of Bids**

- 3.1.1 The Nodal Agency on behalf of the Utility shall open the Bids at \*\*\* hours on the Bid Due Date, at the place specified in Clause 2.11.1 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Nodal Agency on behalf of the Utility will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Utility may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### **3.2 Tests of responsiveness**

- 3.2.1 Prior to evaluation of Bids, the Nodal Agency on behalf of the Utility shall determine whether each Bid is responsive to the requirements of this RFP-DBFOO. A Bid shall be considered responsive only if:
  - (a) it is submitted online on TCIL Portal as per the format at Appendix-I;
  - (b) it is submitted online on TCIL Portal by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
  - (c) it is duly signed by the authorised signatory of the Bidder;
  - (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
  - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
  - (f) it contains all the information (complete in all respects) as requested in this RFP-DBFOO and/or Bidding Documents (in formats same as those specified);
  - (g) it does not contain any condition or qualification; and
  - (h) it is not non-responsive in terms hereof.
  - (i) The Technical Submission does not contain any details of the Financial Quote/submissions.
- 3.2.2 The Nodal Agency on behalf of the Utility reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, or substitution shall be

entertained by the Utility in respect of such Bid. Provided, however, that the Nodal Agency on behalf of the Utility may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

### **3.3 Selection of Bidder**

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest Tariff offered to the Nodal Agency on behalf of the Utility in conformity with the provisions of Clause 3.5 shall be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Nodal Agency on behalf of the Utility rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2 Omitted.
- 3.3.3 Omitted
- 3.3.4 Omitted.
- 3.3.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Utility to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Nodal Agency on behalf of the Utility may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.6 The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the PSA-DBFOO.
- 3.3.7 The Selected Bidder shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.

### **3.4 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Nodal Agency on behalf of the Utility makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Nodal Agency on behalf of the Utility and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.5 Bid Parameter**

- 3.5.1 The Bid shall comprise the Tariff offered by the Bidder for production and supply of electricity to the Utility in accordance with the provisions of the PSA- DBFOO. The Tariff comprising the Bid shall be offered in accordance with the provisions of Clause 3.5.2. The Bidders may consider the value of existing project assets while quoting the Fixed Charge.
- 3.5.2 Since the Bidder is expected to source linkage coal from Coal India Limited (the “CIL”) or a subsidiary thereof] from the Allocated Coal Linkage and including Coal Linkage as per SHAKTI Policy arranged by the Utility, the cost of Fuel which shall be included in the Fuel Charge shall be calculated in accordance with the terms of the PSA-DBFOO. The Bid for the Project shall, therefore, comprise the Fixed Charge and Fuel Charge, which shall be specified separately, and the Bidder seeking the lowest Tariff shall be the Selected Bidder. The Base Fixed Charge shall not be more than 70% of the Tariff and the Base Fuel Charge shall not be more than 50% of the Tariff. The Nodal Agency on behalf of the Utility shall follow an E-Reverse Bidding process through TCIL portal. The Project shall be awarded to the Bidder quoting the lowest Tariff in E-Reverse Bidding Stage.

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the PSA- DBFOO. Notwithstanding anything to the contrary contained herein, or in the LOA or the PSA-DBFOO, the Nodal Agency on behalf of the Utility may reject a Bid, withdraw the LOA, or terminate the PSA-DBFOO, as the case may be, without being liable in any manner whatsoever to the Bidder or Supplier, as the case may be, if it determines that the Bidder or Supplier, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Nodal Agency on behalf of the Utility shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Utility under the Bidding Documents and/ or the PSA-DBFOO, or otherwise.
- 4.2 Without prejudice to the rights of the Utility under Clause 4.1 hereinabove and the rights and remedies which the Utility may have under the LOA or the PSA- DBFOO, or otherwise if a Bidder or Supplier, as the case may be, is found by the Nodal Agency on behalf of the Utility to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the PSA-DBFOO, such Bidder or Supplier shall not be eligible to participate in any tender or RFP-DBFOO issued by the Nodal Agency on behalf of the Utility during a period of 2 (two) years from the date such Bidder or Supplier, as the case may be, is found by the Nodal Agency on behalf of the Utility to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Utility who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the PSA-DBFOO or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Utility, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause

2.1.15 of this RFP-DBFOO, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA and/or the PSA-DBFOO, as the case may be, any person in respect of any matter relating to the Project or the LOA or the PSA-DBFOO, who at any time has been or is a legal, financial or technical adviser of the Nodal Agency and/ Utility in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Utility with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5 PRE-BID CONFERENCE**

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Nodal Agency and/ Utility. The Nodal Agency on behalf of the Utility shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Nodal Agency and Utility has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Nodal Agency on behalf of the Utility, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Nodal Agency on behalf of the Utility by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Utility, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFQ-DBFOO are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP- DBFOO, in the event of any conflict between them the priority shall be in the following order:
- (a) the Bidding Documents;
  - (b) the RFQ-DBFOO.
- i.e. the Bidding Documents at (a) above shall prevail over the RFQ-DBFOO at (b) above.

# **Appendices**



## **APPENDIX I - Letter comprising the Bid**

(Refer Clauses 2.1.5 and 2.14)

To,

Dated:

[The \*\*\*, \*\*\* \*\*]

Dear Sir,

Sub: Bid for 1 X 660 MW Ennore Thermal Power Station Expansion Project

With reference to your RFP-DBFOO document dated \*\*\*,<sup>\$</sup> I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Nodal Agency on behalf of the Utility will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Successful Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Successful Bidder for the development, construction, operation and maintenance of the aforesaid Project and for sale of power to the Utility.
4. I/ We shall make available to the Nodal Agency any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Nodal Agency on behalf of the Utility to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members<sup>£</sup> or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

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<sup>\$</sup> All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

<sup>£</sup> If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Nodal Agency on behalf of the Utility; and
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP-DBFOO document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP-DBFOO document, in respect of any tender or request for proposal issued by or any agreement entered into with the Utility or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP-DBFOO, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) the undertakings given by us along with the Application in response to the RFQ-DBFOO for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP-DBFOO document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ-DBFOO document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the

Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.<sup>£</sup>
14. Omitted.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Nodal Agency of the same immediately.
16. I/ We acknowledge and undertake that our Consortium was qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, at all times hold equity share capital of the PSV not below 100% (hundred per cent) till COD and not below 51% (Fifty One per cent) for the period of 3 (three) years following COD, and not below 26% (twenty six per cent) from 4th year following COD upto 10<sup>th</sup> year following COD, or such lower proportion as may be permitted by the Utility; and  
(ii) 5% (five per cent) of the Total Project Cost specified in the PSA-DBFOO. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the PSA-DBFOO in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFQ-DBFOO, I/We shall inform the Utility forthwith along with all relevant particulars and the Utility may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the PSA-DBFOO but prior to Financial Close of the Project, it would, notwithstanding

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<sup>£</sup> In case the Bidder is unable to provide the certification regarding any pending investigation as specified in para 13, it may precede the paragraph by the words, viz. "Except as specified in Schedule \*\*\*\* hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Nodal Agency on behalf of the Utility will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are of a nature that could cast a doubt on the ability or suitability of the Bidder for Award hereunder.

- anything to the contrary contained in the Agreement, be deemed a breach thereof, and the PSA-DBFOO shall be liable to be terminated without the Utility being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013.
  19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Nodal Agency on behalf of the Utility in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a PSA-DBFOO in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  21. I/ We have studied all the Bidding Documents carefully and also surveyed the Project. We understand that except to the extent as expressly set forth in the PSA-DBFOO, we shall have no claim, right or title arising out of any documents or information provided to us by the Utility or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
  22. I/We hereby undertake that in the event the Bidder is selected as the Selected Bidder, I/We shall surrender the proportionate quantity of any existing Letter of Assurance /Fuel Supply Agreement to the supplier of the coal, not being the Letter of Assurance/ Fuel Supply Agreement arranged by the Utility, corresponding to the tenure of the Letter of Assurance /Fuel Supply Agreement arranged by the Utility.
  23. I/ We offer a Capacity of 617 MW from Ennore Power Project which conforms to clause 1.1.4 of the RFQ-DBFOO.
  24. I/ We offer a Bid Security of Rs.\*\*\* lakhs (Rupees \*\*\* lakhs only) to the Utility in accordance with the RFP-DBFOO Document.
  25. The Bid Security in the form of online transfer E-Bank Guarantee is attached.
  26. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP-DBFOO, have been submitted online on the Portal.
  27. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

28. The Tariff has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP-DBFOO, draft PSA-DBFOO, our own estimates of costs and revenues, and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
29. I/ We agree and undertake to abide by all the terms and conditions of the RFP-DBFOO document.
30. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Supplier under the PSA-DBFOO till occurrence of Financial Close in accordance with the PSA-DBFOO.}
31. Omitted
32. Omitted.
33. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP-DBFOO.
34. I/ We hereby submit the following Bid and offer, as on the Bid Due Date, in accordance with the provisions of the Power Supply Agreement and Clause 3.5 of this RFP-DBFOO-

A tariff comprising a Fixed Charge of Rs.... and paise .... \$ per kWh (Rupees.... and paise....) and a Fuel Charge comprising of (a) Rs. ....and paise ....(Rupees .... and paise ....) per kWh on account of cost of Fuel, (b) Rs. And paise .... (Rupees .... and paise ) per kWh on account of freight payable to Indian Railways, (c) Rs. And paise .... (Rupees .... and paise ) per kWh on account of ocean freight charges (d) Rs... and paisa ... ..(Rupees .... and paise ) on account of inland handling of domestic Fuel at loading and unloading ports.

Based on the Weighted Average notified price of Fuel from Allocated Coal Linkage, Weighted Average GCV of Fuel from Allocated Coal Linkage and the indicative weighted average distance from loading point of Mines to the loading port and indicative distance from unloading port to Plant location (As provided by the Nodal Agency on behalf of the Utility).

35. I/we hereby submit that we would be sourcing the coal from coal linkage allocated vide Appendix-VI of the RFP-DBFOO and shall be transported as per the multimodal route as mentioned below:

The transportation of coal from the designated coal mine (Point A) to the Power Station (Point D) shall be undertaken through the approved multimodal route

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<sup>\$</sup> Paise may be quoted only in whole numbers.

comprising:

- Rail transport from the mine loading point [*to be mentioned by the Bidder*] (**Point A**) to the designated loading port [*to be mentioned by the Bidder*] (**Point B**),
- Ocean transport from Point B to the designated unloading port, Kamarajar Port Limited, (**Point C**), and
- Conveyor belt transport from Point C to the Power Station at **Point D** (collectively, the "**Approved Route**").

Any deviation from the Approved Route, including any change in the mode of transport, or in the location of any of the interconnection points (i.e., Point A, Point B, Point C, or Point D) shall require prior written approval of the Authority.

The Utility acknowledges and agrees that it shall not unreasonably withhold, delay, or condition its approval for any such deviation.

#### Bid Format

Bid Parameters	Unit	Rs and paise (in four decimals)
(1) Fixed Charge as on Bid Date	per kWh	
(2) Fuel Charge from Allocated Coal Linkage Sum of (a)+(b)+(c)+(d)	per kWh	
(a) Weighted Average Cost of Fuel	per kWh	
(b) Weighted Average Cost of transportation for non-ocean route	per kWh	
(c) Ocean Freight for transportation of domestic coal	per kWh	
(d) Inland Handling charges for domestic Fuel	per kWh	
i) Weighted Average ex-mine As Delivered Price of Coal	INR/T	[to be mentioned by the Bidder]
ii) Weighted Average GCV of Coal as delivered at the loading point of the mines as per Appendix VI	kCal/kg	[to be mentioned by the Bidder]
iii.a) in case of non-ocean transportation:  Indicative Weighted Average Distance of mines from proposed plant location  b) in case of ocean transportation: <ul style="list-style-type: none"> <li>• Indicative weighted average distance from loading point of Mines to the loading port</li> <li>• Indicative distance from unloading port to Plant location</li> </ul>	Km	[to be mentioned by the Bidder]

<b>Total Tariff = Sum of (1) + (2)</b>	<b>per kWh</b>	

For the above purpose “**As Delivered Price**” means the source specific price of CIL or its Subsidiaries at the loading point of the mine with all applicable taxes, levies and add-ons (surface transportation charges, sizing/crushing charges, rapid loading charges, and any other applicable charges of CIL/Subsidiaries) and shall not include any compensation for Short-delivery/short lifting and penalty/interest for delayed payments by the Supplier to Fuel Supplier.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP-DBFOO document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder/Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.



## APPENDIX II – E-Bank Guarantee for Bid Security

*(Refer Clauses 2.1.7 and 2.20.1)*

B.G. No.

Dated:

In consideration of you, \*\*\*, having its office at \*\*\*, (hereinafter referred to as the “Utility”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ... (a company registered under the Companies Act, 1956/2013) and having its registered office at ... (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on DBFOO basis (hereinafter referred to as “the Project”) pursuant to the RFP-DBFOO Document dated ... issued in respect of the Project and other related documents including without limitation the draft Power Supply Agreement (“**PSA- DBFOO**”) (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ... and one of its branches at ... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP-DBFOO Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP-DBFOO Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Utility an amount of Rs. \*\*\* (Rupees \*\*\* only)(hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Utility stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Utility is disputed by the Bidder or not, merely on the first demand from the Utility stating that the amount claimed is due to the Utility by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity



period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\* (Rupees \*\*\* only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 179 (one hundred Seventy Nine) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Utility and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Utility shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Utility that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Utility and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Utility shall be entitled to treat the Bank as the principal debtor. The Utility shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Utility, and the Bank shall not be released from its liability under these presents by any exercise by the Utility of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Utility or any indulgence by the Utility to the said Bidder or by any change in the constitution of the Utility or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this

provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Utility to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Utility may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Utility in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\*\*\* crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days from the Bid Due Date)].

Signed and Delivered by ... Bank

By the hand of Mr./Ms ..., its ... and authorised official.

### **APPENDIX III - Power of Attorney for signing of Bid**

*(Refer Clause 2.1.9)*

Know all men by these presents, We, ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ... and presently residing at..., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the 1X660 MW Ennore Thermal Power Station Expansion Project proposed or being developed by the TNPDC (the "Utility") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Utility, representing us in all matters before the Utility, signing and execution of all contracts including the Power Supply Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Utility in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or the Power Supply Agreement with the Utility.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED PRINCIPAL HAVE  
EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF.., 20....

For.....

(Signature, name, designation  
and address)

Affixation of Common Seal

Witness

- 1.
- 2.

Witnesses:

- 1.
- 2.

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## **APPENDIX IV - Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.1.10)*

Whereas the TNPDCCL (the “Utility”) through TNPGL (the “Nodal Agency”) has invited Bids from qualified parties for the 1X660 MW Ennore Thermal Power Station Expansion Project (the “Project”).

Whereas, ..., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal-DBFOO and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..., having our registered office at ..., M/s. ..., having our registered office at ..., and M/s. ..., having our registered office at ..., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..., having its registered office at ..., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Utility, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Power Supply Agreement is entered into with the Utility.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall

always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE  
EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF., 20....

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Affixation of Common Seal

Witness

*Notes:*

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



## **APPENDIX V - Guidelines of the Department of Disinvestment**

Omitted

## APPENDIX VI - Details of the Allocated Coal Linkage

The Coal Linkage under Para 2(II) A(ii) of Revised SHAKTI Policy earmarked for the Project is as follows:

Power Flow	Field	Earmarking for Capacity (in MW)	Representative Grade	Quantity for Non Pit Head Plant (MT)
FY 2034-35	IB Field	297	G 13	1.52
	Talcher Field	363	G 13	1.86
	<b>MCL Total</b>	<b>660</b>		<b>3.39</b>

*Coal quantity has been calculated considering supercritical plants as per the extant Normative Coal Requirement norms issued by CEA dated 08.03.2024.*

The above is the tentative grade & quantity of coal. Likely mode of dispatch for coal supplies is rail/ road/ MGR/ others. The CIL/coal companies reserve the right to amend the source and grade of coal supply on account of operational feasibility or any other issues.

## **APPENDIX VII - List of Bid-Specific Provisions**

### **A. Clauses with currency-based footnotes**

Introduction.

Clause 2.9.3: Amendment of RFP-DBFOO

**Note:** The above footnotes marked “\$” shall not be deleted. They shall remain in the RFP-DBFOO to be issued to the prospective Bidders.

### **B. Appendices with non-numeric footnotes**

All non-numeric footnotes shall be retained in the RFP-DBFOO for guidance of the Bidders. These shall be omitted by the Bidders while submitting their respective Bids.

### **C. Appendices where curly brackets are used**

Appendix-I: Letter comprising the Bid: Paragraph 28.

**Note:** The curly brackets should be removed after the provisions contained therein are suitably addressed by the Bidders.

### **D. Appendices with blank spaces**

All blank spaces in Appendices shall be retained in the RFP-DBFOO. These shall be filled up when the format of the respective Appendix is used.