

**Request For Qualification – Design, Build,
Finance, Own and Operate (RFQ - 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 -DBFOO

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

On behalf of

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

December 2025

GLOSSARY

Allocated Coal Linkage	As defined in the Appendix VII
Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Associate	As defined in Clause 2.2.9
Bids	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.2.4
Bid Security	As defined in Clause 1.2.5
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.4
Bidding Process	As defined in Clause 1.2.1
BOLT	Build, Own, Lease and Transfer
BOO	Build, Own and Operate
BOOT	Build, Own, Operate and Transfer
BOT	Build, Operate and Transfer
Capacity Required	As defined in Clause 1.1.1
CIL	As defined in Clause 1.2.9
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of India/State
Joint Bidding Agreement	As defined in Clause 2.2.6(g)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Lowest Bidder	As defined in Clause 1.2.9
Member	Member of a Consortium
Nodal Agency	As defined in Clause 1.1.1
Net Worth	As defined in Clause 2.2.4 (ii)
PSA-DBFOO	As defined in Clause 1.1.2
PPP	Public Private Partnership
Re. or Rs. or INR	Indian Rupee
Request for Proposals - DBFOO or RFP - DBFOO	As defined in Clause 1.2.1
Request for Qualification – DBFOO or RFQ - DBFOO	As defined in the Disclaimer
SPV	As defined in Clause 2.2.6
Supplier	As defined in Clause 1.1.2
Tariff	As defined in Clause 1.2.9
TCIL	As defined in Clause 1.2.2
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)
TNPDCL	As defined in Clause 1.1.1
TNPGCL	As defined in Clause 1.1.1
Utility	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 herein.

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DISCLAIMER

The information contained in this Request for Qualification-DBFOO (the “**RFQ-DBFOO**”) document or subsequently provided to Applicant(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 Applicant(s) on the terms and conditions set out in this RFQ-DBFOO and such other terms and conditions subject to which such information is provided.

This RFQ-DBFOO is not an agreement and is neither an offer nor invitation by the Utility to the prospective Applicants or any other person. The purpose of this RFQ-DBFOO is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ-DBFOO (the “**Application**”). This RFQ-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 Applicant may require. This RFQ-DBFOO may not be appropriate for all persons, and it is not possible for the Nodal Agency & the Utility, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ-DBFOO. The assumptions, assessments, statements and information contained in this RFQ-DBFOO may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ-DBFOO and obtain independent advice from appropriate sources.

Information provided in this RFQ-DBFOO to the Applicant(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 RFQ-DBFOO or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ-DBFOO and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ-DBFOO or arising in any way with prequalification of Applicants for participation in the Bidding Process.

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

The issue of this RFQ-DBFOO does not imply that the Nodal Agency on behalf of the Utility is bound to select Applications 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 Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant 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 an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Tamil Nadu Power Distribution Corporation Limited

1 INTRODUCTION[§]

1.1. Background

1.1.1. The Tamil Nadu Power Generation Corporation Limited (TNPGL) (the “**Nodal Agency**”¹) 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. The 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 endeavor, 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) on the land admeasuring 126 Acres 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 the Allocated Coal Linkage arranged by the Nodal Agency on behalf of 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(ies) as the Bidder to whom the Project 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 RFQ-DBFOO, means Unit of the generating station 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.

Brief particulars of the Project are provided at Appendix VI in the Information Memorandum of the Project:

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

[§] Instructions for Applicants

Note 1: The provisions in curly brackets shall be suitably modified by the Applicants. (See Appendix-VIII)

Note 2: Blank spaces contain formats that are to be used by the Applicants. (See Appendix-VIII)

Note 3: Footnotes marked in numerical in the relevant Clauses of the RFQ-DBFOO are for guidance of the Applicants. In case of Appendices, the footnotes marked numerical or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Applications. (See Appendix-VIII)

¹ 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 para 2(II) A(ii) of Revised SHAKTI Policy on behalf of the Utility. Nodal Agency shall also be responsible for coordinating activities between the successful bidder, the state discom TNPDL.

The Nodal Agency on behalf of the Utility invites suitable applicants (the “**Bidders**”) who will be eligible for participation in the Bidding Process, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2. The Bidder(s) who are issued Letter of Award (LoA) (the “**Selected Bidder**”) shall accept the LoA (the “**Successful Bidder**”). The Successful Bidder, shall either be a company incorporated under the Companies Act, 1956/2013 or shall undertake to incorporate as such prior to execution of the Power Supply Agreement-DBFOO (the “**Supplier**”). The Bidders shall consider the value of existing assets while quoting the Capacity Charges. The list of existing assets is captured in Appendix VI. Further, TNPGL / TNPDL 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 the TNPGL/TNPDL. The Supplier shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the power station under and in accordance with the provisions of a long term agreement for supply of Electricity (the “**Power Supply Agreement**” 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.

1.1.3. The scope of work will broadly include designing, financing, operation and maintenance of the Power Station and supply of power in accordance with the terms of the PSA-DBFOO.

1.1.4. Omitted.

1.1.5. The Nodal Agency on behalf of the Utility shall receive Applications pursuant to this RFQ - DBFOO in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Nodal Agency on behalf of the Utility, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3. for submission of Applications (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 bidding process (referred to as the “**Bidding Process**”) for selection of the Bidder for the Project. The process involves submission of online application in accordance with the provisions of this RFQ - DBFOO (the “**Application**”) along with the financial offers (the “**Bids**”) in accordance with the Request for Proposals (the “**Request for Proposals - DBFOO**” or “**RFP-DBFOO**”) by interested parties/ consortia who make the submissions (the “**Bidder(s)**” or “**Applicant(s)**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Nodal Agency on behalf of the Utility a sum of Rs. 60,000 (Rupees Sixty Thousand only) as the cost of the Bidding Process.

1.2.2. All the Applicants would be able to participate in the e-Bidding events on making payment of the requisite fees as applicable to be paid to tendering portal i.e., Telecommunications Consultants India Limited (TCIL) (the “**Portal**”).

1.2.3. The Applicants would be required to furnish all the information specified in this RFQ - DBFOO and be required to submit their Application online at the Portal on or before the Bid Due Date. Bids of only those Applicants that are qualified by the Nodal Agency on behalf of the Utility shall be opened. The Nodal Agency on behalf of the Utility is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to familiarize themselves with the Project and terms of the Model PSA - DBFOO that will govern the structure of this Project. The said Model PSA - DBFOO has been notified by the Government of India under section 63 of the Electricity Act 2003 for tariff based bidding by the Utilities.

1.2.4. The Applicants will submit the Bid in TCIL Portal in accordance with the RFQ-DBFOO & RFP-DBFOO and other documents to be provided by the Nodal Agency on behalf of the Utility (collectively the "**Bidding Documents**"). The Bidding Documents for the Project will be provided to every Bidder. The Bid shall be valid for a period of not less than 179 days from the date specified in Clause 1.3. for submission of the Bids ("**Bid Due Date**").

1.2.5. In terms of the RFP-DBFOO, a Bidder will be required to deposit, along with its Bid, a Bid security of Rs 18.51 Crore (Rupees Eighteen Crore Fifty One Lakh) (the "**Bid Security**"), refundable no later than 179 (One Hundred Seventy Nine) days from the Bid Due Date, except in the case of the Successful 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 an E-Bank Guarantee acceptable to the Nodal Agency on behalf of the Utility². In case an 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. 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 the 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 Nodal Agency on behalf of the Utility may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as may deemed fit.

1.2.7. During the Bidding Process, Bidders are invited to examine the Project 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.

1.2.8. As part of the Bidding Documents, the Nodal Agency on behalf of the Utility will provide a draft PSA-DBFOO and other information pertaining/ relevant to the Project available with it.

1.2.9. Bids will be invited for the Project on the basis of a tariff to be offered by a Bidder for

² The format for the E-Bank Guarantee has been published as part of the RFP-DBFOO document

production and supply of electricity in accordance with the terms of the draft PSA-DBFOO forming part of the Bidding Documents. For the purposes of bidding hereunder, the Fixed Charge and Fuel Charge will constitute the tariff for the Power Station (the “**Tariff**”). The Bidders shall consider the value of existing project assets while quoting the Fixed Charge. The contract period shall be pre-determined, and will be indicated in the draft PSA-DBFOO. The Project shall be awarded to the Bidder quoting the lowest Tariff.

Explanation

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 Nodal Agency on behalf of 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.

In this RFQ - DBFOO, the term “**Lowest Bidder**” shall mean the Bidder who is offering the lowest Tariff.

1.2.10. Further and other details of the process to be followed at the Bidding Process and the terms thereof will be spelt out in the Bidding Documents.

1.2.11. Any queries or request for additional information concerning this RFQ - DBFOO may send their queries to the email ID mentioned below so as to reach the officer designated below by the specified date mentioned in Clause 1.3. The email shall clearly bear the following subject:

"Queries/ Request for Additional Information: RFQ - DBFOO for 1X660 MW Ennore Thermal Power Station Expansion Project”.

ATTN. OF: Mr.R.Balakrishnan
DESIGNATION: Chief Engineer/Projects
ORGANISATION NAME: TNPGL
E-MAIL ADDRESS: ceprtneb@gmail.com,

Replies to queries/ clarifications/ addendum/ corrigendum etc. shall be posted at the TCIL Portal.

1.3. Schedule of Bidding Process

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

S. No.	Event	Planned Date
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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	Bid Due Date	16-02-2026
7	Opening of Bids	17-02-2026
8	Issuance of 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: 5th January 2026

Time & Venue: Link will be shared subsequently.

2. INSTRUCTIONS TO APPLICANTS

2A. GENERAL

2.1. Scope of Application

2.1.1. The Nodal Agency on behalf of the Utility wishes to receive Applications from experienced and capable Applicants for the Bidding Process.

2.1.2. Eligible Applicants may submit the Bids for the Project.

2.2. Eligibility of Applicants

2.2.1. For determining the eligibility of Applicants for their qualification hereunder, the following shall apply:

(a) The Applicant for qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

(b) An Applicant may be a private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified³. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, 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 an Applicant, 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 Applicant, Member or Associate, as the case may be) in the other Applicant, 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 2.2.1 (c), indirect

³ The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies.

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 Applicant is also a constituent of another Applicant; or

(iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant, or any Associate thereof has a relationship with another Applicant, 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 Application of either or each other; or

(vi) such Applicant, 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.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Nodal Agency and/ Utility in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such an adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such an adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2. To be eligible for qualification, an Applicant shall fulfill the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

- (i) paid for, or received payments for, construction of Eligible Project(s); and/ or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/ or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum total of the above is more than Rs 5 crore (Rupees five crore) for every MW of the Contracted Capacity hereunder (the “**Threshold Technical Capacity**”).

(B) Financial Capacity: The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) equivalent to Rs. 1.5 crore (Rupees one crore and fifty lakh) per MW of Contracted Capacity offered by the Applicant at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity and net worth of those Members, satisfying the above conditions of eligibility; should comply with the aggregate holding of those Consortium Members to not decline (i) 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 in 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.

2.2.3. O&M Experience: The Applicant shall either enter into an agreement for entrusting its operation & maintenance (O&M) obligations to an entity having the requisite experience or undertake O&M through qualified and experienced staff of its own.

2.2.4. The Applicants shall upload its Application, as per the format at Appendix-I, complete with its Annexes, and the following⁴:

- (i) Certificate(s) from statutory auditors of the Applicant or its Associate or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ - DBFOO, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not

⁴ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ- DBFOO.

written off and reserves not available for distribution to equity share holders.

2.2.5. The Applicant should submit a Power of Attorney as per the format at Appendix- II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6. Where the Applicant is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956/ 2013 (the “SPV”), to execute the PSA-DBFOO and implement the Project. In case the Applicant is a Consortium, it shall, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 3 (three), information sought in the Application to be restricted to 3 (three) members in the order of their equity contribution;
- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by the Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Applicant cannot at the same time be a member of a Consortium for qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium for qualification;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Joint Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being qualified. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ - DBFOO , which would enter into the PSA-DBFOO and subsequently perform all the obligations of the Supplier in terms of the PSA-DBFOO, in case the contract to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake to be held by each member;

iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFQ - DBFOO , shall commit that the aggregate holding of those 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; and

v. Omitted

vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Supplier in relation to the Project until the Financial Close of the Project is achieved in accordance with the PSA-DBFOO; and

(h) except as provided under this RFQ - DBFOO and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Nodal Agency on behalf of the Utility.

2.2.7. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.8. An Applicant including any Consortium Member or Associate should, in the last 3 (three) years from the Bid Due Date, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Nodal Agency for seeking a waiver from the disqualification hereunder and the Nodal Agency on behalf of the Utility may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9. In computing the Technical Capacity and Financial Capacity of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2. , the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFQ - DBFOO, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ 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.

2.2.10. The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms.;
- (c) Applicants should demonstrate their capabilities in accordance with Clause 3.1. below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.11. Omitted

2.2.12. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of an Applicant, it may ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3. Change in composition of the Consortium

Omitted

2.4. Number of Applications and costs thereof

2.4.1. No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

2.4.2. The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid 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

Applicants are encouraged to submit their respective Applications after 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.

2.6. Acknowledgement by Applicant

2.6.1. It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ - DBFOO;
- (b) received all relevant information requested from the Nodal Agency on behalf of the Utility;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ - DBFOO or furnished by the Nodal Agency on behalf of the Utility relating to any of the matters referred to in Clause 2.5. above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. The Nodal Agency and 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 the RFQ - DBFOO or the Bidding Process, including any error or mistake therein or in any information or data given by the Nodal Agency and/ the Utility.

2.7. Right to accept or reject any or all Applications/ Bids

2.7.1. Notwithstanding anything contained in this RFQ - DBFOO, the Nodal Agency on behalf of the Utility reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. 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.

2.7.2. The Nodal Agency on behalf of the Utility reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Nodal Agency on behalf of the Utility, the supplemental information sought for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium 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:

- (a) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP-DBFOO; or
- (b) 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.

2.7.3. 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 Utility, that one or more of the qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant 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 Applicant/SPV 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 RFQ - DBFOO, be liable to be terminated, by a communication in writing by the Nodal Agency to the Applicant, without the Nodal Agency and/ or the Utility being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Nodal Agency on behalf of the Utility may have under this RFQ - DBFOO , the Bidding Documents, the PSA-DBFOO or under applicable law.

2.7.4. The Nodal Agency on behalf of the Utility reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ - DBFOO. Any such verification or lack of such verification by the Nodal Agency on behalf of the Utility shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Nodal Agency and Utility thereunder.

2B. DOCUMENTS

2.8. Contents of the RFQ - DBFOO

This RFQ - DBFOO comprises the glossary; disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bidding

Section 1.	Introduction
Section 2.	Instructions to Applicants
Section 3.	Criteria for Evaluation
Section 4.	Fraud And Corrupt Practices
Section 5.	Pre-Bid Conference
Section 6.	Miscellaneous

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Information Memorandum
- VII. Details of Allocated Coal Linkage
- VII. List of Application-specific provisions

2.9. Clarifications

2.9.1. Applicants requiring any clarification on the RFQ - DBFOO may notify the Nodal Agency in writing by speed post/ courier or by e-mail attaching the queries in Microsoft Word file in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Nodal Agency on behalf of the Utility shall endeavor 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 uploaded in the TCIL Portal.

2.9.2. The Nodal Agency on behalf of the Utility shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Nodal Agency on behalf of 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.

2.9.3. The Nodal Agency on behalf of the Utility may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Nodal Agency on behalf of the Utility shall be in writing and deemed to be part of the RFQ - DBFOO. Verbal clarifications and information given by the Nodal Agency and Utility or its employees or representatives shall not in any way or manner be binding on the Nodal Agency/Utility.

2.10. Amendment of RFQ - DBFOO

2.10.1. At any time prior to the deadline for submission of Application, the Nodal Agency on behalf of the Utility may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ - DBFOO by the issuance of Addenda.

2.10.2. Any Addendum thus issued will be uploaded in the TCIL Portal.

2.10.3. In order to afford the Applicants 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.⁵

⁵ While extending the Bid Due Date on account of an addendum, the Utility shall have due regard for the time required by

2C. PREPARATION AND SUBMISSION OF APPLICATION

2.11. Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12. Format and signing of Application

2.12.1. The Applicant shall provide all the information sought under this RFQ - DBFOO . The Nodal Agency on behalf of the Utility will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2. The Applicant shall submit their Application online on the TCIL portal, signed by a valid digital signature of the authorized signatory of the Applicant..

2.12.3. For the documents uploaded online, the Application and its copy shall be typed or written in indelible ink it shall be signed by the authorised signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annex) in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

2.12.4. The Applicant shall ensure that its authorized signatory has a Digital Signature Certificate (DSC).

2.12.5. The Applicant shall register on the TCIL Portal for participation in the Bidding Process.

2.12.6. The Official Copy of the Bidding Document shall be available for download on the TCIL Portal and on the website of Utility.

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

2.13. Submission of Applications

2.13.1. The Applicant shall submit the Application in the format specified at Appendix-I and the format created online in the TCIL portal, together with the documents specified in Clause 2.13.2.

2.13.2. Documents required to be uploaded as per this RFQ shall contain:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate,;
- (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years; and If the Applicant is a Consortium, the duly audited balance sheets and profit and loss accounts for the preceding five completed financial years for all Consortium Members must be provided.

2.13.3. Omitted

2.13.4. If the Application is not uploaded and digitally signed as instructed above, the Nodal Agency on behalf of the Utility assumes no responsibility for rejection of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5. Applications submitted by fax or e-mail shall not be entertained and shall be rejected.

2.14. Application Due Date

2.14.1. Applications should be submitted online latest by 14.00 hours IST on the Bid Due Date, at the TCIL Portal in the manner and form as detailed in this RFQ – DBFOO & RFP - DBFOO.

2.14.2. The Nodal Agency on behalf of the Utility may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15. Late Applications

Applications received by the Nodal Agency on behalf of the Utility after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16. Modifications/ substitution of Applications

2.16.1. The Applicant may modify, or substitute its Application after submission, prior to the Bid Due Date. No Application shall be modified or substituted by the Applicant on or after the Bid Due Date.

2.16.2. Omitted.

2.16.3. Any alteration/ modification in the Application 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.

2D. EVALUATION PROCESS

2.17. Opening and Evaluation of Applications

2.17.1. The Nodal Agency on behalf of the Utility shall open the Applications on TCIL Portal at 15.00 hours IST on the day after Bid Due Date.

2.17.2. Omitted.

2.17.3. The Nodal Agency on behalf of the Utility will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4. Applicants are advised that qualification of Applicants will be entirely at the discretion of the Nodal Agency and Utility. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5. Any information contained in the Application shall not in any way be construed as binding on the Nodal Agency and Utility, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.6. 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 or all Application(s) without assigning any reasons.

2.17.7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Nodal Agency on behalf of the Utility may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Applicant.

2.17.8. In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Nodal Agency on behalf of the Utility as incorrect or erroneous, the Nodal Agency on behalf of the Utility shall reject such claim and exclude the same from computation of the Experience Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Nodal Agency on behalf of the Utility reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Nodal Agency and/ 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 Application, 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 Nodal Agency on behalf of the Utility or as may be required by law or in connection with any legal process.

2.19. Tests of responsiveness

2.19.1. Prior to evaluation of Applications, the Nodal Agency on behalf of the Utility shall determine whether each Application is responsive to the requirements of the RFQ - DBFOO . An Application shall be considered responsive if:

- (a) it is uploaded on the TCIL Portal as per format at Appendix-I.
- (b) it is uploaded on the TCIL Portal by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ - DBFOO ;
- (f) it contains information in formats same as those specified in this RFQ - DBFOO ;
- (g) it contains certificates from its statutory auditors⁶ in the formats specified at

⁶ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the

Appendix-I of the RFQ - DBFOO for each Eligible Project;

- (h) it contains an attested copy of the receipt of the Nodal Agency on behalf of the Utility towards the cost of the RFQ - DBFOO process as specified in Clause 1.2.1;
- (i) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- (j) it does not contain any condition or qualification; and
- (k) it is not non-responsive in terms hereof.
- (l) The Technical Submission does not contain any details of the Financial Quote/submissions.

2.19.2. The Nodal Agency on behalf of the Utility reserves the right to reject any Application which is non-responsive and no request for alteration, modification, or substitution shall be entertained by the Nodal Agency on behalf of the Utility in respect of such Application. Provided, however, that the Nodal Agency on behalf of the Utility may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

2.20. Clarifications

2.20.1. To facilitate evaluation of Applications, the Nodal Agency on behalf of the Utility may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Nodal Agency on behalf of the Utility for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2. If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Nodal Agency on behalf of the Utility may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Nodal Agency on behalf of the Utility.

2E. QUALIFICATION AND BIDDING

2.21. Omitted

2.22. Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

The Applicants are therefore advised to examine the Bidding Documents, and to carry out such scrutiny and studies as may be required for submitting their respective Bids for award of the Project. No extension of time is likely to be considered for submission of Bids pursuant to an invitation that may be issued by the Nodal Agency on behalf of the Utility.

2.23. Proprietary data

All documents and other information supplied by the Nodal Agency on behalf of the Utility or submitted by an Applicant to the Nodal Agency on behalf of the Utility shall remain or become the property of the Nodal Agency and/ Utility. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Nodal Agency on behalf of the Utility will not return any Application or any information provided along therewith.

2.24. Correspondence with the Applicant

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

3. CRITERIA FOR EVALUATION

3.1. Evaluation parameters

3.1.1. Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Applications of Bidders/ Applicants which do not meet these criteria shall be rejected.

3.1.2. The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

3.2. Technical Capacity for purposes of evaluation

3.2.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

Category 1: Project experience on Eligible Projects in power sector that qualify under Clause 3.2.3

Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3

Category 3: Construction experience on Eligible Projects in power sector that qualify under Clause 3.2.4

Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this RFQ - DBFOO :

- (i) power sector would be deemed to include Power generation, transmission and distribution of electricity; and
- (ii) core sector would be deemed to include coal mining, ports, airports, railways, metro rail, and water desalination plants.

3.2.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3. For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) It should have been undertaken as a project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;

(c) the capital cost of the project should be more than Rs. 1,000 crore (Rs. One Thousand crore); and

(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from transmission/distribution systems, highways, airports, ports and railway infrastructure, and/or (iii) collected and appropriated the revenues from sale of electricity produced by it, but shall not include revenues from sale or provision of goods or services such as, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project or revenues from sale of electricity by a distribution company.

3.2.4. For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 1,000 crore (Rupees One Thousand crore) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn- key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.2.5. The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3. Details of Experience

3.3.1. The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

3.3.2. The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3. The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4. Financial information for purposes of evaluation

3.4.1. The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.

3.4.2. In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3. The Applicant must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.5. Qualification of Applicants

3.5.1. The credentials of eligible Applicants shall be measured in terms of their Experience. The sum total of the Experience for all Eligible Projects shall be the “Aggregate Experience” of a particular Applicant. In case of a Consortium, the Aggregate Experience of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience of the Consortium. The Applicants who are fulfilling the requirements of the RFQ - DBFOO subject to the provisions under clause 2.7 of RFQ - DBFOO will be qualified by the Nodal Agency on behalf of the Utility.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Nodal Agency on behalf of the Utility may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

4.2 Without prejudice to the rights of the Nodal Agency on behalf of the Utility under Clause 4.1 hereinabove, if an Applicant is found by the Nodal Agency and/ 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, such Applicant shall not be eligible to participate in any tender or RFQ - DBFOO issued by the Nodal Agency and/ the Utility during a period of 3 (three) years from the date such Applicant is found by the Nodal Agency and / 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, 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 Nodal Agency and 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 Nodal Agency and / 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 sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of 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 Nodal Agency and/ 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

5.1.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

5.1.2 During the course of Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Nodal Agency on behalf of the Utility. The Nodal Agency on behalf of the Utility shall endeavor 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 of Tamil Nadu 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 Applicant in order to receive clarification or further information;

(c) qualify or not to qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;

(d) 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 Applicant; and/ or

(e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Nodal Agency and 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

APPENDIX-I Format for Application

Letter Comprising the Application for Qualification
(Refer Clause 2.13.2)

To:

Dated:

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

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

Dear Sir,

With reference to your RFQ - DBFOO document dated ..., I/we, having examined the RFQ - DBFOO document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application 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 Application and the documents accompanying such Application for qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to VI is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a 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 Qualification statement.

5. I/ We acknowledge the right of the Nodal Agency on behalf of the Utility to reject our Application 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 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 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 RFQ - DBFOO document, including any Addendum issued by the Nodal Agency on behalf of the Utility;

b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFQ - DBFOO document;

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 RFQ - 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 RFQ - DBFOO document, 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.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ - DBFOO document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ - DBFOO document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.

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 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.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.⁷

14. Omitted.

15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (BOT or otherwise), and no bar subsists as on the date of Application.

16. 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 provisions of this RFQ - DBFOO , we shall intimate the Nodal Agency of the same immediately.

⁷ In case the Applicant is unable to provide the certification 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 Applicant to undertake the Project.

17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ - DBFOO document, and duly signed, is enclosed. The power of attorney for signing of Application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ - DBFOO , are also enclosed.

18. I/ We understand that the selected Bidder shall be an existing Company incorporated under the Indian Companies Act, 1956/2013.

19. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.3.

20. 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 Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

21. I/ We agree and undertake to abide by all the terms and conditions of the RFQ - DBFOO document.

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. Omitted.

24. I/ We certify that in terms of the RFQ - DBFOO , my/our Net worth is Rs. ... crore (Rupees ... crore).

25. I/ We certify that in terms of the RFQ - DBFOO , my/our Threshold Technical Capacity under clause 2.2.2 (A) of the RFQ - DBFOO is Rs ... crore (Rupees...crore).

26. I/We 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.^{\$}

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

Yours faithfully,

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

Place: Name and seal of the Applicant/ Lead Member

^{\$} Omit if the Applicant is not a Consortium.

Annex I - Details of the Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)}^{\$}	Percentage of equity in the Consortium {Refer Clauses 2.2.6(a), (c) & (g)}
1.			
2.			
3.			
4.			

*The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex-IV.

6. The following information shall also be provided for the Applicant, including each Member of the Consortium:

Name of Applicant/ member of Consortium:

Sl. No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

^{\$} All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

Annex II - Technical Capacity of the Applicant[@]

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ - DBFOO)

Applicant type #	Member Code*	Project Code**	Cate- gory\$	Eligible Experience [‡] (Equivalent Rs. crore) ^{\$\$}			Experience (In Rs. Crore)
				Payments made/ received for construction of Eligible Projects in Categories 3 and 4	Payments made for developm ent of Eligible Projects in Categorie s 1 and 2	Revenues appropriate d from Eligible Projects in Categories 1 and 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Applicant		a					
		b					
		c					
		d					
Consortium Member 1		1a					
		1b					
		1c					
		1d					
Consortium Member 2		2a					
		2b					
		2c					
		2d					
Consortium Member 3		3a					
		3b					
		3c					
		3d					
Aggregate Experience =							

[@] Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer

to Clause 2.2.12.

#

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

** Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

***Refer Annex-IV of this Appendix-I. Add more rows if necessary.*

\$

Refer Clause 3.2.1.

¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

\$\$

For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [80(eighty)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Appendix I Annex-III

Annex - III

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.4 of the RFQ - DBFOO)

(In Rs. crore[§])

Applicant type^{§§}	Member Code[£]	Net Worth[€]
(1)	(2)	(3)
Single entity Applicant		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
TOTAL		

Name & address of Applicant's Bankers:

[§] For conversion of other currencies into rupees, see note below Annex-II of Appendix-I.

^{§§} An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

[£] For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

[€] The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
4. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ - DBFOO document.
5. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ - DBFOO document.

Annex-IV Details of Eligible Projects

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFQ - DBFOO)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or(c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ Commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	15	

Instructions:

1 Applicants are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ - DBFOO , as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.

2 For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.

3 A separate sheet should be filled for each Eligible Project.

4 Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.

5 Refer to Clause 3.2.1 of the RFQ - DBFOO for category number.

6 The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.

7 In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Utility/ Agency (i.e. contract grantor, counter party to PSA-DBFOO, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.

8 Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4

9 For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10 For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).

11 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

12. Certificate from the Applicant's statutory auditor[§] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

13. If the Applicant is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding PPP projects^Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (*name of the Applicant/Member/Associate*) is/ was an equity shareholder in (*title of the project company*) and holds/held Rs. cr. (Rupees crore) of equity (which constitutes %[€] of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*)[¥]. The project was/is likely to be commissioned on (*date of commissioning of the project*).

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupees crore), of which Rs. cr. (Rupees crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFQ - DBFOO during the past five financial years were Rs. cr. as per year-wise details noted below:

.....
..... Name of
the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory) Date:

[£] Refer Clause 3.2.1 of the RFQ-DBFOO.

^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

[€] Refer instruction no. 10 in this Annex-IV.

[¥] In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that (name of Applicant) constructed and/ or owned the (name of project) from (date) to (date)."

14. If the Applicant is claiming experience under Category 3 & 4^{*}, it should provide a certificate from its statutory auditors or the client in the format below:

<p style="text-align: center;">Certificate from the Statutory Auditor/ Client regarding construction works^Φ</p> <p>Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Applicant/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project)}^Ψ. The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Applicant/ Member/ Associate) received/paid Rs. cr. (Rupees..... crore) by way of payment for the aforesaid construction works.</p> <p>We further certify that the total estimated capital cost of the project is Rs..... cr. (Rupeescrore), of which the Applicant/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ - DBFOO , during the past five financial years as per year-wise details noted below:</p> <p>.....</p> <p>.....</p> <p><i>{It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.}[*]</i></p> <p>Name of the audit firm:</p> <p>Seal of the audit firm:</p> <p>(Signature, name and designation of the authorised signatory).</p> <p>Date:</p>
--

^{*} Refer Clauses 3.2.1 and 3.2.4 of the RFQ-DBFOO.

^Φ Provide Certificate as per this format only. Attach Explanatory notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

^Ψ In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: “ this is to certify that (name of Applicant/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the (name of Project company) when it undertook construction of the (name of Project) through (name of the contractor).

^{*} This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of
(*name of the Applicant/Consortium Member/ Associate*) is held, directly or indirectly[£], by (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFQ - DBFOO .

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein }

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of Date: the authorised signatory).

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.[©]

[©] Refer Clause 3.2.6 of the RFQ-DBFOO

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

Annex-V Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the RFQ - DBFOO document.

We have agreed that ... (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that ... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFQ - DBFOO . Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

* Please strike out whichever is not applicable.

Annex-VI Particulars of the Power Station

Omitted

APPENDIX II

Power of Attorney for signing of Application and Bid^s

(Refer Clause 2.2.5)

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 application for qualification and submission of our Bid for the 1 X 660 MW Ennore Thermal Power Station Expansion Project including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bids 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 -DBFOO 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 till the entering into of the Power Supply Agreement -DBFOO 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.

^s To be submitted in original.

Witnesses: 1.

2

(Notarised)

Accepted

.... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *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.*
2. *Wherever required, the Applicant 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 Applicant.*
3. *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 Applicants 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 III

Power of Attorney for Lead Member of Consortium[§]

(Refer Clause 2.2.5)

Whereas the TNPDCL (“the Utility”) has invited applications from interested parties for the 1 X 660 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 Qualification-DBFOO document (RFQ - DBFOO), Request for Proposal-DBFOO (RFP-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, M/s. having our registered office at, and 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”). We 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 qualification of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, 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 -DBFOO 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.

[§] To be submitted in original.

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)

Affixation of Common Seal

Witness:

- 1.
- 2.

Witnesses:

- 1.
- 2.

.... (Executants)

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

Notes:

1. *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.*

2. *Also, wherever required, the Applicant 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 Applicant.

3. 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 Applicants 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 IV - Joint Bidding Agreement for Consortium

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013[¥]} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}[§]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

[¥] A Bidder who is registered abroad may substitute the words, viz. “a company registered under the Companies Act, 1956” by the words, viz. “a company duly organized and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

[§] The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

(A) Tamil Nadu Power Distribution Corporation Limited, established/incorporated under the Indian Companies Act, 1956, represented by its [Chairman] and having its principal offices at ***** (hereinafter referred to as the “**Utility**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) through Tamil Nadu Power Generation Corporation Limited (hereinafter referred as the “**Nodal Agency**”) by Request for Qualification No. dated (the “**RFQ - DBFOO** ”) for qualification of Bidders for development and operation of 1X660 MW Ennore Thermal Power Station Expansion Project (the “**Project**”) through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ - DBFOO document and other Bid Documents in respect of the Project, and

(C) It is a necessary condition under the RFQ - DBFOO document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ - DBFOO .

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall acquire the SPV and shall enter into a Power Supply Agreement-DBFOO (the “**PSA-DBFOO**”) with the Utility and for performing all its obligations as the Supplier in terms of the PSA-DBFOO

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the PSA-DBFOO when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

{(c) Party of the Third Part shall be the Financial Member of the Consortium;
and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member /
Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ - DBFOO, RFP-DBFOO and the PSA-DBFOO, till such time as the Financial Close for the Project is achieved under and in accordance with the PSA-DBFOO.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake that the subscribed and paid up equity share capital of the SPV shall, at all times 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, be held by the Parties of the First, {Second and Third} Part whose experience and networth have been reckoned for the purposes of qualification of Applicants for the Project in terms of the RFQ - DBFOO.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the third anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the PSA-DBFOO.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is

otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the PSA-DBFOO, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Nodal Agency on behalf of the Utility to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Nodal Agency on behalf of the Utility.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED
For and on behalf of
LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX V - Guidelines of the Department of Disinvestment

Omitted

APPENDIX VI - INFORMATION MEMORANDUM

- Installed Capacity: 660 MW (1 X 660 MW)
- Location: Ernavur, Thiruvottiyur, Ennore - Thiruvallur, Tamil Nadu, India.
- Land details: 126 Acres
- Status of Permits/Clearances: All statutory clearances pertaining to this project such as CRZ, TNPCB, Maritime Board, and AAI are available
- Details of power evacuation system: Shall be completed six months prior to COD
- Details of Water allocation: The water required for the proposed project is to be drawn from Sea – Bay of Bengal which is within 3 kms.
- Details of list of existing assets at the Project Site:

S. No.	Particulars of existing assets
1.	Boiler -structures with stairs & platforms , ceiling girders
2.	ESP -collecting system, nozzles, discharge system, Non-metallic expansion joint, insulation chamber
3.	CWPH -MS plates for CW piping and ACW pipes
4.	ICHS-ring granulator, vibrating feeders, Belt, gear boxes
5.	ECHS-conveyor belt, gearboxes, coupling, idlers
6.	Fuel oil pump house -MS plates, GRB pipes
7.	Civil works such as NDCT, chimney, mill & TG, service building foundation etc.
8.	Partial civil works such as 400 KV GIS building, RO stage I, cascade aerator, compound wall., etc.

APPENDIX VII - 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
	MCL Total	660		3.39

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 VIII - List of Application Specific Provisions

1. Clauses and appendices with numerical footnotes

1. Clause 1.2.3: Brief description of Bidding Process
2. Clause 1.2.8 (d): Brief description of Bidding Process
3. Clause 2.2.1(C): Eligibility of Applicants
4. Clause 2.2.2 (B): Eligibility of Applicants: Financial Capacity
5. Clause 2.2.4 (i): Eligibility of Applicants
6. Clause 2.10.3 : Amendment of RFQ - DBFOO
7. Clause 2.19.1 (g): Tests of responsiveness
8. Clause 3.2.1 (ii): Technical Capacity for purposes of evaluation
9. Appendix I: Letter Comprising the Application for Qualification: Para 1 13 and 22
10. Appendix I, Annex-I: Details of Applicant (Table to Para 5(c))
11. Appendix I, Annex-II: Technical Capacity of the Applicant
12. Appendix I, Annex-III: Financial Capacity of the Applicant
13. Appendix I, Annex-IV: Details of Eligible Projects: Para 12
14. Appendix I, Annex-IV: Details of Eligible Projects:
 - (a) Certificate from the Statutory Auditor regarding PPP projects
 - (b) Certificate from the Statutory Auditor/ Client regarding construction works, and
 - (c) Certificate from Statutory Auditor/ Company Secretary regarding Associate
15. Appendix IV: Joint Bidding Agreement: Recital, Para 4
16. Appendix VI: List of Bid-specific clauses

2. Clauses and appendices with curly brackets

1. Clause 1.2.3: Brief description of Bidding Process
2. Appendix I: Letter Comprising the Application for Qualification: Para 22
3. Appendix I, Annex I: Details of Applicant (Table to Para 5(c), Column 3)
4. Annex-IV, Appendix I: Form of Certificate from the Statutory Auditor/ Client regarding construction works
5. Appendix IV: Joint Bidding Agreement

3. Clauses and appendices with blank spaces

1. Appendix I: Letter Comprising the Application for Qualification: Para 1 and 21
2. Appendix I, Annex-IV: Details of Eligible Projects: Certificate from the Statutory Auditor regarding PPP project.
3. Appendix I, Annex-IV: Details of Eligible Projects: Certificate from the Statutory Auditor/ Client regarding construction works
4. Appendix I, Annex-IV: Details of Eligible Projects: Certificate from Statutory Auditor/ Company Secretary regarding Associate
5. Appendix I, Annex-V: Statement of Legal Capacity
6. Appendix I, Annex-VI: Particulars of the Power Station
7. Appendix II :Power of Attorney for signing of Application
8. Appendix III: Power of Attorney for Lead Member of Consortium
9. Appendix IV: Joint Bidding Agreement: Recitals