



**5 DECADES OF UNEARTHING ENERGY**

**COAL INDIA LIMITED (CIL)  
COAL BHAWAN, Premise No. 04, MAR,  
Plot No. AF – III, Action Area – 1A  
New Town, Rajarhat, Kolkata – 700 156 (W.B.)**

**NOTICE INVITING TENDER (NIT)  
THROUGH e-TENDER**

**Tender Document for Borrowing of Rupee Term Loan  
amounting to ₹ 1217.00 Crores for  
Setting up 300MW Ground Mounted Solar PV Plant  
located at GIPCL's Solar Park at Khavda, Gujarat**

**Tender No: CIL/RTL/E-Tender/2024-25/001 dated 27.01.2025**

**Date & Time of Opening Bid: 20.02.2025 at 11.00 AM**

**Website: [www.coalindia.in](http://www.coalindia.in)**

**This Tender Document comprises of the following Sections:**

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**General Manager (Finance)**  
**For and on behalf of Coal India Limited**

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## **SECTION I - INVITATION FOR BIDS (IFB)**

1. Coal India Limited, a Government of India Undertaking with its registered office at Coal Bhawan, Premises No. 04, Action Area 1A, New Town, Rajarhat, Kolkata – 700 156, India invites online bids through its e-Procurement Portal <https://coalindiatenders.nic.in> from the eligible bidders for Borrowing of Rupee Term Loan ₹ 1217.00 Crores for Setting up 300 MW Ground Mounted Solar PV Plant located at GIPCL's Solar Park at Khavda, Gujarat.
2. The tender document shall be available on the website of Coal India Limited ([www.coalindia.in](http://www.coalindia.in)), Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>). The offer made on the basis of such tender document shall be considered valid for participating in the online tender on CIL's e-Procurement Portal (<https://coalindiatenders.nic.in>).
3. There will be no physical / manual sale of tender document. There is no Tender Fee and the bidders can download tender document free of cost from any of the websites mentioned above.

4. **Details of tender**

1	Tender No.	CIL/RTL/E-Tender/2024-25/001 dated 27.01.2025
2	Type of Tender	Two Bid System
3	Earnest Money Deposit	NIL
4	Cost of Tender/ Tender Fee	NIL
5	Subject of Tender	Borrowing of Rupee Term Loan ₹ 1217.00 Crores for Setting up 300 MW Ground Mounted Solar PV Plant located at GIPCL's Solar Park at Khavda, Gujarat
6	e-Publishing date of Tender	27.01.2025 from 18:15 hours (IST)
7	Downloading of Tender Document:	
	(i) Starts on	27.01.2025 from 18:15 hours (IST)
	(ii) Closes on	19.02.2025 on 17:00 hours (IST)
8	Seeking Clarification:	
	(i) Starts on	27.01.2025 from 18:15 hours (IST)
	(ii) Closes on	04.02.2025 at 17:00 hours (IST)
9	Pre-Bid Conference	03.02.2025 from 11:00 hours (IST)
10	Online Submission of Offers:	
	(i) Start Date and Time	04.02.2025 from 10:00 hours (IST)
	(ii) Last Date and Time	19.02.2025 at 17:00 hours (IST)
11	Due date of Opening of Tenders (Cover-I)	20.02.2025 at 11:00 hours (IST)
12	Due date and time of Opening of Cover-II of the Tender	Will be done at a later date which will be communicated to the Techno-Commercially acceptable bidders through portal only

6. The bidders, in their own interest, are requested not to wait till the last moment for submission of bid to avoid last minute rush and local problems related to internet connectivity, law and order, strike, bandh, etc. CIL shall not be responsible, if bids could not be uploaded due to such local problems at the bidders' end.
7. Interested eligible Bidders may obtain further information from the office as per address given below:  
**GM (Finance),**  
**Coal India Limited,**  
**Coal Bhawan, 5<sup>th</sup> Floor, Premises No. 04,**  
**Action Area 1 A, New Town, Rajarhat,**  
**Kolkata -700156, India**  
**Email address: [treasury.cil@coalindia.in](mailto:treasury.cil@coalindia.in) / [gmfinance.cil@coalindia.in](mailto:gmfinance.cil@coalindia.in)**

## **SECTION – II – PROJECT INFORMATION AND SCHEDULE OF REQUIREMENT (SOR)**

### **1.0 Information:**

Coal India Limited (CIL) the state-owned coal mining corporate came into being in November 1975. CIL functions through its subsidiaries in 84 mining areas spread over eight (8) states of India. Coal India Limited has 313 mines (as on 1<sup>st</sup> April 2024) of which 131 are underground, 168 opencast and 14 mixed mines.

CIL is a Maharatna Company – a privileged status conferred by Government of India to select State Owned Enterprises in order to empower them to expand their operations and emerge as global giants. CIL has seven coal producing subsidiaries namely Eastern Coalfields Limited (ECL), Bharat Coking Coal Limited (BCCL), Central Coalfields Limited (CCL), Western Coalfields Limited (WCL), South Eastern Coalfields Limited (SECL), Northern Coalfields Limited (NCL), Mahanadi Coalfields Limited (MCL), CIL Navikarniya Urja Limited, CIL Solar PV Limited, Bharat Coal Gasification and Chemicals Ltd and one mine planning and Consultancy Company that is Central Mine Planning & Design Institute (CMPDI). In addition, CIL has a foreign subsidiary in Mozambique namely Coal India Africana Limitada (CIAL). The mines in Assam i.e. North Eastern Coalfields is managed directly by CIL.

CIL Produces around 78% of India's overall Coal production in India where approximately 49% of primary commercial energy is coal dependent, CIL alone meets to the tune of 40% of primary commercial energy requirement. CIL and its subsidiaries have planned to achieve 1 BT production by 2025-26. Further, considering the demand of coal in the country, the tentative long term production projections for CIL is expected to peak at 1300 MTPA by 2034-35 and it is expected that 1 BT production will continued to be required up to 2047.

Coal India Ltd is rated as “**CARE AAA** and **CARE A1+**” by CARE Ratings Limited.

For detailed profile of company and past financial results, bidders may visit the CIL website: <https://www.coalindia.in>

### **2.0 Brief detail of the project and funding pattern:**

CIL had participated in GUVNL's tender Phase-XXI dated 04.07.2023 for procurement of power through competitive bidding process (followed by e-reverse auction) from 600 MW Grid Connected Solar Photovoltaic Power Projects to be set up in GIPCL RE Park at Khavda (GIPCL Stage 1). In e-Reverse auction held on 25.01.2024, CIL has been awarded 300 MW at the tariff of INR 2.55/kWh. CIL has entered into a Power Purchase Agreement (PPA) with GUVNL on 28.06.2024 to supply the power for 25 years. Three nos. of plots (Plot no. 3, 4 and 5) in GIPCL's Park are allotted to CIL for installation of 300 MW Solar Project. This project has been envisaged in 80:20 Debt-Equity ratio.

Solar Power Park Developer (SPPD) for the aforesaid Solar Park is Gujarat Industries Power Company Ltd. (GIPCL). CIL has also entered into “Implementation & Support Agreement” (ISA) and “Land Lease Agreement” (LLA) with the SPPD on 26.12.2024 and 27.12.2024 respectively. Partial Upfront Development Charges and Corpus fund are already paid to GIPCL as per the terms and conditions of these agreements. EPC contract has already been awarded.

Project details are tabulated below:

Name of the Project	Setting up 300 MW Solar Capacity through competitive bidding (followed by e-reverse auction) from Gujarat Urja Vikas Nigam Limited (GUVNL) for Solar PV Power Projects (for a total capacity of 600 MW) to be set up in Gujarat
Power Evacuation	The project shall be designed for delivery of energy at 220 / 400 / 765 KV Sub-station of CTU (KPS 2) at Khavda i.e. at CTU Periphery through 33 / 400 KV internal pooling sub-station of the solar park to be developed by GIPCL (SPPD).
Land	CIL has been allotted Plot - 3, 4 and 5 in GIPCL Solar Park (Phase-I) each plot measuring 450 Acres on the lease for 25 years from SCOD.
Generation Capacity	735.84 Million Units per year
Estimated Capital Cost	₹ 1520.90 Crores
Life of the Project	CIL entered in to Power Purchase Agreement with GUVNL on 28.06.2024 for 25 Years from SCOD*. *Scheduled Commercial Operation Date: (SCOD): 21 months from the date of execution of PPA or actual COD of Associated Transmission System of Khavda Pooling Station-2 (KPS-2), whichever is earlier, subject to minimum time period of 15 months from the date of execution of PPA.
Zero Date	PPA signed on 28.06.2024.

The interested Bidder may obtain further documents like Request for Selection (RfS) documents issued by GUVNL, Power Purchase Agreement formats of GUVNL, Project Appraisal Reports including financial model, etc. from the company after submitting the “**Non – Disclosure Undertaking**” in the prescribed format **as per Annexure V** to the Tender.

### 3.0 Schedule of Requirement (SOR):

- a Rupee Term Loan ₹ 1217.00 Crores for Setting up 300 MW Ground Mounted Solar PV Plant located at GIPCL’s Solar Park at Khavda Gujarat.
- b CIL reserves the right to draw lesser amount than the loan tied up amount based on the project requirements.
- c Any offer / contract / agreement will not have binding on CIL to park surplus fund with the lender.
- d The company may decide to reduce the quantum or scrap the Tender process altogether at its sole discretion.

## **SECTION – III – INSTRUCTIONS TO BIDDERS (ITB)**

### **1. Requirements for participation in e-tenders**

In order to submit the online offer on CIL's e-Procurement portal, the bidders should meet the following requirements:

- a) PC with internet connectivity. It will be the bidder's responsibility to comply with the system requirement, i.e., hardware, software and internet connectivity at bidder's premises to access the e-Procurement website. Under no circumstances, CIL shall be liable to the bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the e-Procurement system or internet connectivity failures.
- b) Online Enrollment / Registration with CIL's e-Procurement portal with valid Digital Signature Certificate (DSC). The online enrollment / registration of the bidders on the portal is free of cost and one time activity only. The registration should be in the name of bidder. The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped / registered with the name of the bidding firm. It shall be the responsibility of the bidder to ensure that they get registered with the CIL's e-Procurement portal well in advance and download the documents before the last date and time for the same.
- c) Class III Digital Signature Certificate (DSC).

### **2. Digital Signature Certificate (DSC)**

Bidders may obtain Digital Signature Certificate from any Certifying Authority authorized by Controller of Certifying Authority (CCA) and which can be traced upto the chain of trust to the Root Certificate of CCA.

### **3. Help for participating in e-tender**

The detailed method for participating in the e-procurement is available on links "Help for Contractor" and "Bidders Manual Kit" in CIL's e-Procurement portal. The bidders may also seek help from the 24x7 help-desk on 0120 – 4711 508 / 0120 – 4001 002 / 0120 – 4001 005 / 0120 – 6277 787. All queries will be answered in English / Hindi only.

### **4. Communication**

All communication sent by CIL as well as the e-procurement service provider by post / fax / e-mail / SMS shall be deemed as valid communication. The bidder must provide complete address, fax number, corporate e-mail id and mobile number in their offer.

### **5. Eligible Bidders:**

**The bidders must satisfy the following conditions to be considered as eligible bidder against the tender:**

- i. Any Scheduled Commercial Bank  
OR
- ii. Any NBFC,  
OR
- iii. Any Financial Institutions regulated under the any Act of Parliament.

**AND**

The bidder must have minimum net worth of ₹ 500 Crores as per Latest Annual Audited Financial Statements i.e. as on 31-03-2024.

Consortium of Banks / FIs / NBFC is not allowed for bidding.

**Documentary Evidence:**

- a) The bidder should furnish the Valid Registration Certificate OR License Issued by the respective registration / licensing authority.
- b) The existence of registration must be verifiable at website of RBI or concerned authority who issues / approves the registration / license. In case of further evaluation requirement, CIL reserves the right to ask the bidder to submit relevant documents. In case bidder fails to submit required documents in stipulated time, the bid shall be liable to rejection.
- c) The bidder should furnish the copy of relevant pages of Audited Annual Financial Statements as on 31-03-2024 clearly mentioning the Net Worth as documentary proof for justifying the minimum net worth of ₹ 500 Crores.

OR

Net worth certificate issued by a Practicing Chartered Accountant (CA) having a membership number with Institute of Chartered Accountants of India containing the information with UDIN.

**Note:** It shall be the sole responsibility of the bidder to inform about their status regarding above Eligibility Criteria herein above on the due date of submission of bid and during the course of finalization of the tender. The Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such bidder.

**6. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and online submission of bid, and Coal India Limited (CIL) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**7. Content of Bid Documents**

The bidding procedures and Contract terms are prescribed in the Bid Documents. In addition to the Invitation for Bids, the Bid Documents include:

- a. Project Information and Schedule of Requirement (SOR)
- b. Instructions to Bidders (ITB)
- c. Special Terms and Conditions
- d. Annexures – price bid format, bidder details etc.
- e. Any Other document, information, instruction as specified in the Bid Document and / or specified in the e-procurement portal;

The bidder is expected to examine all instructions, forms, formats, terms and specifications in the Bid Documents. Failure to furnish all information / documents/ certificates required by the Bid Documents will be at the bidder's risk and it may result in rejection of its bid.

## **8. Clarification of Bid Documents**

A prospective bidder may seek clarification online through CIL's e-procurement portal after e-Publication of the NIT. CIL will respond to such requests for clarification of the Bid Documents, which are received not later than 15 (fifteen) days prior to the last date of submission of bid. Response shall also be put on the CIL's e-procurement portal, after holding Pre-Bid Conference as described below but 7 (seven) days before the last date for online submission of bid. Response (including an explanation of the query but without identifying the source of inquiry) shall also be put on the website of CIL, e-Procurement Portal and CPP Portal. The clarifications shall be of explanatory nature only without altering the basic tenets of the tender documents.

## **9. Pre-Bid Conference**

A Pre-Bid conference will be held at CIL Hq, Kolkata/online on 03.02.2025 at 11.00 AM. The Bidder's authorized representative who can actively participate and contribute in the conference, is invited to attend the pre-bid conference. Number of persons permitted to attend the Pre-Bid conference shall be limited to a maximum of 2 (Two) persons per bidder. Failure to attend pre-bid conference does not restrict the intending bidders from submitting the bid.

Bidders are requested to send their questions online through CIL's e-procurement portal not later than 15 (fifteen) days prior to the last date of submission of bid. The purpose of the meeting will be to clarify issues and clearing doubts, if any, about terms and conditions mentioned in the tender document.

The issues raised by the prospective bidders during the pre-bid conference will be examined by CIL. The clarifications/ modifications, if any, shall be made and communicated to all the intending bidders and shall also be hosted on the website of the CIL, e-Procurement Portal and CPP Portal. In case there is a modification in the tender document, corrigendum to tender enquiry shall be issued accordingly and also extending the due date and time, if required, for submission/opening of bids suitably.

Bidders are advised that CIL expects the bidders to comply with the tender specifications/conditions which have been frozen after pre-bid conference, and hence non-conforming bids will be rejected.

## **10. Language of Bid**

All documents relating to the Bid shall be in the English language.

## **11. User Portal Agreement**

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT.

## **12. Online Submission of Bids**

The offers are to be submitted on-line through CIL's e-procurement portal in two covers- Cover-I containing 'Techno-Commercial Bid' and Cover-II containing 'Price- Bid'.

### **A. Techno-Commercial Bid (Cover-I)**

The scanned copies of the following documents will be uploaded in the Techno-Commercial Bid (Cover-I). **It should be noted that the Cover-I should not contain the price.**



- i. **Undertaking:** The Undertaking as per the format given at **Annexure-I** will be printed on Bidder's letter head (duly filled in and signed) by a person competent and having the

“Authority” /“Power of Attorney” to bind the bidder. Scanned copy of such “Signed” Undertaking as per Annexure-1 along with “Authority”/ “Power of Attorney” are to be uploaded during bid submission in Cover-I. The contents of the “Undertaking as per Annexure-1” uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Undertaking as per Annexure-1 uploaded by bidder as compared to the format uploaded with NIT document, then the bid may be liable for rejection.

**Note:**

- a. The person who has signed Undertaking as per **Annexure-I** physically should bid online while submitting the offer with his DSC mapped in the name of bidder.
- b. In case the person who has signed Undertaking as per **Annexure-I** is not bidding himself and has authorized another person whose DSC is mapped in the name of bidder, to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized as per **Annexure-II** by the person signing the Undertaking as per Annexure-1 in favor of person bidding online is required to be uploaded.
- ii. The bidder is required to furnish the Bidder details as given in **Annexure-III** as part of its offer.
- iii. The bidder should furnish the Valid Registration Certificate OR License Issued by the respective registration/licensing authority.
- iv. The bidder should furnish the copy of relevant pages of Audited Annual Financial Statements as on 31-03-2024 as documentary proof for justifying the minimum net worth of ₹500 Crore. OR  
Net worth certificate issued by a Practicing Chartered Accountant (CA) having a membership number with Institute of Chartered Accountants of India containing the information with UDIN.
- v. Document for authorization - Board Resolution / Power of Attorney or any sort of legally acceptable document (As applicable) for the authority to submit the bid on behalf of the Bidder.
- vi. The bidder should furnish copies of PAN, GST Registration certificate, any other statutory documents (if any)

**B. Price Bid (Cover-II)**

The Cover-II shall contain price bid. The price bid shall be furnished as per “Schedule of Price” enclosed as Annex. – IV in PDF format. The Price Bid which is incomplete and not submitted as per format will be rejected.

Each Bank/Financial Institution/NBFC shall place an unconditional and irrevocable commitment mentioning the rate of interest (in two decimals) and amount of loan offered.  
**Bank have to quote for whole amount of Loan.**

Both the covers – Cover-I ‘Techno-Commercial Bid’ and Cover-II ‘Price Bid’ are to be uploaded in the e-procurement portal on or before the last date and time for submission of online bid.

The documents uploaded in the e-procurement portal through Digital Signature Certificate (mapped with the bidding firm) are digitally signed documents and legally enforceable under Indian IT Act 2000.

- C. Scanned copies (PDF) of the complete documents duly filled in and signed shall be uploaded along with the offer as per tender requirements at relevant spaces / folders in Cover-I.; however, some documents may require attestation by Notary Public as per instructions given in the relevant clauses of the tender document. Bidders are suggested to scan the documents in **100 DPI** for clarity & easy uploading.
- D. The offer should be submitted strictly as per the procedures, terms & conditions laid down in the tender document, failing which the offer may not be considered. Bids having terms and conditions which are in deviation to the tender terms are liable for rejection.
- E. No offline bid shall be accepted. Offer received through Post, Courier, Fax, Telegram or E-mail will not be considered.
- F. **Submission of Forged/Tampered Documents:** Based on undertaking furnished by the bidder, certifying the authenticity and statements made in the bid as well as documentary support of such statements submitted with online bid against the tender, CIL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, CIL reserves the right to verify such documents with the original, if necessary, at a later stage for which the bidder shall have to submit the original documents to CIL on demand. If at any point of time during bidding process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect /forged/tampered in any way, the total responsibility shall lie with the bidder and CIL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in CIL for future tenders. The penal action may include termination of contract / banning of the bidder as per provisions of tender document/Provisions of law in force. Further, suitable action may be taken for claiming damages from the bidder.

### **13. Period of Validity of Bids**

The bids shall remain valid for a period of 120 days from the day of opening of Techno-Commercial Bid. A bid valid for a shorter period may be rejected by CIL.

### **14. Deadline for Submission of Bids**

- i) Online bids must be uploaded by the bidders at CIL's e-Procurement portal by the last date and time as specified in Sec-I, IFB.
- ii) CIL at its discretion may extend the deadline for the submission of bids in which case all rights and obligations of CIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii) In case, 03(three) bids are not received within the stipulated time, the due date of tender shall be extended once by 4 days automatically by the portal. In case no offer is received, tender will be cancelled. The information of cancellation of the tender will be uploaded on the e-procurement portal through corrigendum.

### **15. Late Bids**

No bid will be accepted after the deadline for online submission of bid.

## **16. Modification and Withdrawal of Bids**

- i Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
- ii No bid can be modified after the deadline for submission of bids.
- iii Bidders may withdraw their bids online within the last date and time of bid submission. However, the bids once withdrawn cannot be resubmitted again.**
- iv No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in penal action as may be deemed fit including banning the bidder in CIL for future tenders. Further, suitable action may be taken for claiming damages, if any from the bidder.

## **17. Right to Accept or Reject any or all Bids**

CIL reserves the right to accept or reject any bid or offers or part thereof and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action. No dispute of any kind can be raised against this right of CIL in any court of law or elsewhere.

## **18. Opening of Bids**

- i. The Techno-Commercial Bids (Cover-I) will be decrypted on-line and will be opened on the pre-scheduled date and time of tender opening.
- ii. Price-Bid (Cover-II) will be opened after evaluation of Cover-I. The Cover-II of only the techno-commercially acceptable bidders (qualified bidders against Cover-I) shall be decrypted and opened on the scheduled date & time for which separate intimation will be given to the techno-commercially acceptable bidders through the e-procurement portal.

## **19. Techno-Commercial Evaluation of Tender**

- a) After opening of Techno-Commercial Bids (Cover-I), the documents submitted by Bidder(s) in Cover I as enlisted in the Bid Document will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents. If documents furnished by the Bidder fulfills Techno-Commercial (cover-1) criteria then the Bidder will be considered eligible for opening of price bid.
- b) During evaluation, shortfall/confirmatory documents, if required, will be sought from the bidders. For this purpose, only one chance of 7x 24 hours duration shall be given to the bidders to upload these clarification / shortfall / confirmatory documents.
- c) CIL will determine the Techno-commercial acceptability of the bidders on the basis of the original offer and subsequent clarifications/confirmation, if any. For the purpose of this determination, a techno-commercially acceptable bid is one, which conforms to all the terms and conditions of the Bid Document and the requirements of all commercial terms and mandatory technical specifications without deviations, exceptions, objections, conditionality or reservations.

- d) After techno-commercial evaluation of bids, price bids of the techno-commercially acceptable/qualified bidders will be opened. The Techno-commercial bid that is not meeting the NIT requirement will be rejected.

## **20. Shortfall/ Confirmatory Documents**

During evaluation and comparison of bids, CIL may ask the bidder for clarifications on the bid. The request for clarification shall be communicated to the bidder via the CIL's portal, asking the bidder to respond by a specified date. If the bidder does not comply or respond by the specified date, his tender will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

The shortfall information/documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with sales tax/ VAT/ GST has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above).

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its linkage order(s) /completion / performance certificate, the linkage order(s) / certificate related to that supply order can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall / Confirmatory Documents', after scrutiny of bids, indicating the start date and end date giving 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid.

CIL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis and no separate communication will be made in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time.

## **21. Evaluation and Comparison of the Bids:**

- a. The bidder who accepts all Terms and conditions of NIT and fulfils the Techno- Commercial conditions of the bid will be considered as qualified bidder. The bidders who get qualified on techno-commercial aspects (PART - I) shall alone be considered for Price Bid opening (PART-II).
- b. **The bidder shall quote the latest reference interest rate (i.e. the reference rate one day prior to the last date of submission of bid) in row. 3.4.**

- c. The Bidder who quotes the Lowest Net Interest rate as per Row. No. 4.0 of Schedule of Price - **Annexure IV** will be considered as L1. Allocation will be made to L1 bidder.
- d. **If there are more than one lowest bidder (L1), L-1 may be decided as under:**  
**All the L-1 bidders may be advised to submit the reduced rate of interest online & final L-1 may be decided on the basis of revised (reduced) Rate. If still, there are more than one L1 available, for any reason, then the bidder with highest net worth as on 31.03.2024 as per audited annual financial statement/Certificate by Practicing CA, shall only be considered for Allocation/award of work.**
- e. The acceptance of offer shall be subject to arriving at a mutually acceptable terms of loan agreement. Also it is pertinent to note that while execution of agreement any conditions should not be considered which is/are not generally acceptable to PSUs.

## **22. Notification of Award (NoA)**

- a. CIL will notify the successful bidder that its bid has been accepted through LOA (Letter of Award) to be uploaded in the Portal.
- b. The LOA shall be binding on the bidder until a formal contract/Loan Agreement is prepared and signed.
- c. After issue of LOA to the successful bidder, the acceptance of the LOA within 7 (seven) days is compulsory.

## **23. Loan Agreement**

- a. Within **45 days** of the issue of Letter of Award, Lender should be in a position to execute necessary documents for drawl of loan.
- b. The acceptance of offer shall be subject to arriving at a mutually acceptable terms of loan agreement and other necessary documents for drawl of loan.
- c. Loan agreement shall be executed within 15 days of sanction letter accepted by the CIL. The Lender needs to provide detail of Nodal branch along with officer for day-to-day operational requirements preferably in the nearest location of CIL HQ.
- d. Creation of Security shall be executed within **365 days** of the date of Loan agreement or mutually agreed period.
- e. It is the responsibility of the Lender, to ensure that the contractual terms are met in time.

## **24. Code of Integrity for Public Procurement (CIPP):**

Bidder shall observe the highest standard of ethics during the procurement and/or execution of such contracts.

The following practices would amount to violation of CIPP:

- (i). "Corrupt Practice" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (ii). "Fraudulent Practice" means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in the execution of a contract;

- (iii). "Anti-competitive Practice" means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the borrower, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (iv). "Coercive Practice" means harming or threatening to harm, directly or indirectly, at any stage, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v). "Conflict of interest" means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi). "Obstructive practice" means materially impede the Procuring Entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity's rights of audit or access to information.

The suppliers/bidders are obliged under Code of Integrity for Public Procurement to suo moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Any bidder must declare any previous transgressions of such a code of integrity with any entity, in any country, during the last three years, or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

**Punitive Provisions:** A particular violation of code of integrity may span more than one of the above mentioned unethical practices. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement - Rejection and exclusion of the bidder from the procurement process.
- ii) if a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- iii) Provisions in addition to above:
  - a) Banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

## **25. Debarment of firms from bidding**

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that lead to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
  - i) Withdrawal of Bid as per relevant provisions of tender document.
  - ii) If L-1 Bidder fails to meet the scheduled or mutually agreed timeline.
  - iii) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the Bidder or using any other illegal/unfair means.
  - iv) Formation of price cartels with other lenders with a view to artificially hike the rates.
  - v) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
  - vi) If it is determined that the bidder has breached the Code of Integrity for Public Procurement (CIPP) as provided in the tender document.
5. Such 'Debarment', if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders for borrowing/Loans from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred Bidder after the issue of a debarment order by DoE/MoC/CIL/Subsidiary (as applicable) if such debarment has been done before the last date of bid submission.

In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1.
6. The debarment shall be for a minimum period of one year and shall be effective for CIL HQ for the tenders invited for borrowing. However, if such 'debarment' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required. The period of debarment shall not exceed 02(Two) years. In case of clause (4)(iii) above, period of debarment shall be 02(Two) years.

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## **SECTION IV– SPECIAL TERMS AND CONDITIONS**

1. The major terms and conditions of proposed loan are summarized hereunder:-

1.	Borrower	Coal India Limited
2.	Project	300 MW Ground Mounted Solar PV plant of CIL located at GIPCL's Solar Park, Khavda, Gujarat
3.	Estimated Capital Cost (excluding O&M for 5 years) and Means of Finance	₹ ₹1520.90 Crores (Debt:Equity Ratio is 80:20)
4.	Size of the Loan	₹ 1217.00 Crores
5.	Purpose of term loan	For meeting Capital Expenditure estimated to be incurred on the project of 300 MW Solar Generation Project for GUVNL, Gujarat.
6.	Proposed COD	<b>30.11.2025</b>
7.	Tenor of Loan	11 years (door-to-door) [including 1 years of project construction + 10 years repayment period ]
8.	Upfront Equity	Debt will be disbursed progressively in the ratio of 80:20
9.	Moratorium required for repayment	NIL
10.	Repayment method	The loan shall be repaid in 40 equal quarterly instalments. The repayment will be on 31 <sup>st</sup> March, 30 <sup>th</sup> June, 30 <sup>th</sup> Sept. and 31 <sup>st</sup> Dec. of every Year as applicable. If the due date happens to be a holiday, the amount will be paid on the preceding working day.
11.	Repayment starts	Interest – From subsequent month from COD Principal Amount - From the subsequent quarter from COD
12.	Repayment ends	10 years from COD
13.	Rate of interest	a. The bidder has option either to opt internal benchmark Reference Interest rate i.e. MCLR of the bidder bank or External Benchmark Reference Interest Rate (like RBI Policy Repo Rate, GoI 3 month Treasury bill yield published by FBIL, GOI 6 months Treasury Bill yield published by the FBIL, any other benchmark market interest rate published by the FBIL, any other approved external benchmark). The reference interest rate as opted by the Bidders shall be easily available and verifiable in the internet. In case of External Reference Interest Rate, the bidder has to mention the source of reference Interest rate quoted.  b. The source of reference rate (i.e. FIBIL,



		<p>Reuters etc.) as quoted by bidder will remain same throughout the loan tenor and the documentary proof for the reference rate on every interest reset is required to be given to CIL.</p> <p>c. The rate quoted by the bidder should have the breakup of basic reference rate and spread, if any. Basic Reference Rate and spread quoted shall be in terms of percentage up to two decimals. Spread shall be positive or negative and the same shall be fixed throughout the tenure of the loan. Lowest rate will be arrived based on the Net Interest Rate. (i.e. Basic Reference Rate +/- Spread) <b>as per row no. 4.0 of Schedule of Price Annexure IV.</b></p>
14.	Payment of Interest and Repayment of Principal	<p>i. Interest payable monthly (on Last day of the month). If the due date for interest payment falls on holiday, then the due date will be on the preceding working day. The monthly interest claim will be allowed up to the previous day of the due date for interest payment, for example, If interest payment due is on 31<sup>st</sup> March, the interest will be paid up to the period of 30<sup>th</sup> March.</p> <p>ii. The payment of Monthly Interest and Repayment of Principal amount will be made directly to the Loan account and this regard no intermediate account / obligation account / any other account will be opened with the lender.</p>
15.	Reset of Interest:	<p><b>i. Reset of interest rates under MCLR system:</b></p> <p>The periodicity of the reset shall correspond to the tenor of the MCLR offered as Internal Benchmark reference rate for this loan. (e.g. 1 month MCLR means reset for every month, 1 year MCLR means reset for every year etc. However, in case the bidder opted for overnight MCLR as benchmark reference rate, then the reset will happen on monthly basis). The MCLR prevailing on the date of first drawl shall be applicable till the first reset date (i.e. depends upon the tenor of the quoted MCLR) irrespective of the changes in such MCLR during the interim period. The Subsequent Reset will be on the date of first reset.</p>

		<b>ii. Reset of interest rates under External Benchmarks:</b> The Interest rate under external benchmark shall be reset at least once in three months. Bidder should clearly specify the reset period which shall not be less than one month. The first reset will be within three months from the date of first drawl. The external benchmark reference rate prevailing on the date of first drawl shall be applicable till the next reset date irrespective of the changes in the benchmark during the interim period. If the reference rate is not available on the due date, the previous available rate will be considered.
16.	Processing Fees / Upfront fees / Legal Fees / Commitment Fees or any other Fees	NIL
17.	Prepayment charges	NIL with 30 Days' Notice Period The company reserves the right to draw partially, full or even can cancel the loan agreement without drawl with an intimation to the lender of 30 days.
18.	Security	Secured against the Non-Current assets (Like Plant and Machinery etc.,) excluding Land of this project through Deed of hypothecation.
19.	Credit rating of the project	The rating for the proposed loan will be obtained by Coal India Limited.
20.	Separate Bank account for the project	No separate bank account will be opened
21.	Drawl schedule	Drawdown schedule shall be finalized on mutual discussion with the successful lender at the time of entering into Loan agreement as the case may be.
22.	Pre-closure of the Loan	The Loan either fully or partly can be pre-closed without paying any premium / Penalty Charges, on giving 30 days' notice at the option of the borrower.
23.	Validity of the offer	120 days from the day of opening of Techno-Commercial Bid.

## 2. Evaluation of Bid:

The evaluation of bids will be carried out as per Clause No. 19 and 21 of Section- III –ITB of this tender document.

## 3. Other Conditions:

- i. Bidders are advised to quote the most competitive price in the bid, since there will not be post tendering negotiations with the L1 Bidder under any circumstances.

- ii. The submission of offer concerned shall have no cause of action or claim against CIL for rejection of offer. The Bidder, whose offer is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by them in connection with submission of their offer or its consideration by CIL, even though CIL, may modify / withdraw the Invitation to Tender or does not accept the offer or cancel the Tender as a whole.
- iii. CIL takes no responsibility for transmission delays, loss or non-receipt of online bid or any letters sent by post / courier / email, either way. CIL shall always be at liberty to reject or accept any offer or offers or part thereof at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against CIL.

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## TECHNO-COMMERCIAL BID FORMS (Part-I)

### Annexure – I

#### PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY BY BIDDER AND TO BE UPLOADED BY BIDDER ON THEIR LETTER HEAD

The Tender Inviting Authority.  
Coal India Limited

Sub: Undertaking for the Tender “Borrowing of Rupee Term Loan ₹ 1217 Crore for Setting up 300MW Ground Mounted Solar PV Plant located at GIPCL’s Solar Park at Khavda Gujarat”

Ref: No.: “\_\_\_\_\_” (to be filled by the department)

Dear Sir,

1. This has reference to above referred bid. I/we have read and examined the conditions of NIT, Schedule of requirement, special conditions, and other documents carefully.
2. I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept and agree to abide by all terms and conditions and specifications as contained in the bid document.
3. I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.
4. We solemnly declare that all copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/We hereby confirm that this bid complies with the Bid validity and other documents as required by the Bidding documents.
6. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, and Debarment of our firm etc. from Bidding, as per the tender document.
7. Until a formal agreement is prepared and executed, this bid and your subsequent acceptance to Letter of Award, shall constitute a binding contract between us and Coal India Ltd.
8. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
9. I / We, \_\_\_\_\_, Legal Attorney/Director/  
Accredited Representative of . \_\_\_\_\_, solemnly declare that:  
Myself/Our Partners/Directors don't has/have any relative as employee of Coal India Limited/Subsidiary.

OR

The details of relatives of myself/Our Partners/Directors working as employee of Coal India Limited is as follows:

- a. Name of the employee
  - b. Place of posting
  - c. Department
  - d. Designation
  - e. Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Step-Sister.
10. \*\* I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

\*\*I / We .....have been debarred or banned by the organization named " " for a period of..... year/s, effective from ..... to.....

**\*\* Delete whichever is not applicable.**

11. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.
12. \*I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

\*I / We have been debarred by.....(name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from ..... to.....

13. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, Debarment of our firm and all partners of the firm etc from Bidding, as per the tender document.

Authorized signatory

**Annexure – II**  
Non-judicial stamp paper  
**POA**

**Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid**

**(On NON JUDICIAL STAMP PAPER)**

We        do        hereby        authorise        M/s./Mr.....        Address  
..... whose DSC is mapped in the name of the bidder, for online bidding on  
behalf of us for Tender No. .... dated ..... invited by CIL on <https://coalindiatenders.nic.in>.

Name, Signature of the person who has signed Letter of Bid  
And is Authorizing the DSC Holder for online bidding.

Name, Signature of the DSC Holder having DSC mapped in the name of the bidder, Authorised for  
online bidding

**Signature & Seal of the PUBLIC NOTARY**

### Annexure – III

#### 1. BIDDER'S DETAILS

Sl. No	Description	Bidder Response
1.1	Bidder's Name and Address	Text Area Entry (Mandatory)
1.2	Telephone No.	Text Entry (Mandatory)
1.3	Fax No.	Text Entry (Optional)
1.4	E – Mail address	Text Entry (Mandatory)
1.5	Name of Contact Person	Text Area Entry (Mandatory)
1.6	Mobile Number of Contact Person	Text Area Entry (Mandatory)
1.7	PAN No. of the Bidder	Text Area Entry (Mandatory)
1.8	GST Registration No.	Text Area Entry (Mandatory)
1.9	Other Statutory Registration No., if any	Text Area Entry (Optional)
1.10	Details of Loan Processing Branch / Office (Branch Name, address and Branch code)	Text Area Entry (Mandatory)
1.11	Upload copies of PAN, GST Registration certificate, any other statutory documents (if any)	Upload Files

#### 2. QUALIFICATION REQUIREMENT FORM

Sl.No.	Description	Bidder's Response
<b>QUALIFYING REQUIREMENTS:</b>		
1.0	Whether the bidder is (a) Any Scheduled Bank or (b) Any NBFC, or (c) Any Financial Institution regulated under the any Act of Parliament.	Header
	a) Scheduled Bank	YES/NO
	b) NBFC,	YES/NO
	c) Financial Institution regulated under the any Act of Parliament.	YES/NO
2.0	Whether the bidder is having valid Registration Certificate / License as on the scheduled date of Tender opening. (attach copy of the certificate/license etc.)	YES/NO
3.0	Whether the Bidder is having minimum Net Worth of ₹ 500 Crore as per the latest Audited Annual Financial Statements. (Copies of relevant pages of Annual Report/Audited Financial statement)	YES/NO
4.0	Bidder to upload Documentary Evidence (for Sl. 2.0 and 3.0 above) for satisfying the above QR clauses.	<b>PDF UPLOAD</b>

### 3. ACCEPTANCE FOR TECHNO-COMMERCIAL CONDITIONS

Sl. No	Description	Bidder Response
1.0	We hereby accept all the Terms and Conditions as mentioned in the NIT unconditionally.	YES

### 4. ACCEPTANCE FOR TECHNICAL AND GENERAL/OTHER CONDITIONS AND UNDERTAKINGS

Sl. No	Description	Bidder Response
1.0	We confirm acceptance of the general/special/other conditions including Schedule of Requirement stipulated in the tender document including Corrigendum/ Amendments/ Clarification/ Errata issued, if any without deviation.	Yes
2.0	We confirm acceptance of the time schedule stipulated in the tender document.	Yes
3.0	We also confirm that all furnished information & uploaded document is correct and genuine to the best of our knowledge. I/We also confirm that we don't have any objection for any physical verification & assessment and in obtaining confirmation from any relevant authorities/ company regarding any / all information furnished by us.	Yes
4.0	I/We also confirm that we shall update CIL for any change in status / furnished information appropriately within the currency. In any furnished information / uploaded document found to be incorrect / forged during the process of Tender or after Tender opening, CIL may take appropriate action as deemed fit.	Yes

### 5. CHECK LIST FOR BID SUBMISSION

Sl. No	Description	Bidder's Response
1.0	Bidder has confirmed that they have filled and submitted all the Commercial and Technical forms as per tender.	Yes
2.0	Bidder has duly filled in Schedule of Prices (Price Bid)- Annexure IV	Yes



## Annexure IV

### PART-II (Price bid) SCHEDULE OF PRICE

Sl. No	Description	Bidder Response
1.0	Currency	INR
2.0	Quantum of Loan offered	₹ 1217 Crores
3.0	<b>Interest Rate</b>	
3.1	Reference Interest Rate (Internal / External)	
3.2	Specify the Name, Tenor and source of reference rate (eg. MCLR of Banks, RBI Policy Repo Rate, GoI 3-Months Treasury Bill yield published by FBIL, GoI 6 months Treasury Bill yield published by the FBIL, any other benchmark market interest rate published by the FBIL, any other approved external benchmark)	
3.3	Reset period for External Benchmark ( cannot be less than one month) Note: In case of Internal Benchmark, periodicity of the reset shall correspond to the tenor of the MCLR	
3.4	Latest Reference Interest Rate (in % per annum) up to two decimals	
3.5	Fixed Spread (in % per annum) – Up to two decimals	
4.0	<b>Net Rate of Interest (Sum of 3.4 and 3.5) (in % per annum)</b>	
5.0	<b>Documentary evidence for reference Interest rate (above 3.2 and 3.4) to be attached by the bidder</b>	Upload PDF Format

**Note:**

- Bidders shall quote the Interest rate in the above format only.
- The bidder shall quote the latest reference interest rate (i.e. the reference rate one day prior to the last date of submission of bid) in row. 3.4.**
- The price quoted in this format alone shall be considered for Evaluation and comparison as per clause No. 19 and 21 of Section -III of Tender document.
- Source of Reference rate and the spread will remain same throughout the loan tenor.
- Spread can be positive or negative. Lowest rate will be arrived based on the Net Rate of Interest (i.e. Basic Reference Rate +/- Spread) as per row no. 4.0 of Schedule of Price Annexure IV.
- Schedule of Price shall be uploaded in Cover II – Price bid. If uploaded in Cover I – Techno-commercial cover, the offer shall be rejected.**

(Authorised Signatory)

## **Annexure-V**

### **(On the letterhead of the Bank/FI)** **NON- DISCLOSURE UNDERTAKING**

We, .....(Name & address of bank), understand that during discussion with Coal India Limited (CIL) in connection with “ Proposal for extending term loan of Rs 1217 Crore, as sought by CIL vide Tender Ref:.....regarding its business operations and future business opportunities, certain “ Confidential information” may come to our possession that CIL intends to protect against any unauthorised use. It is understood that unauthorised disclosure or use, whether intentional or unintentional, of any of the “Confidential information” would be detrimental to CIL.

Accordingly, we undertake that –

- a. We shall not disclose, to any third party, the object and scope of the discussion with CIL.
- b. We shall not use any of the “Confidential Information” for any purpose other than for or in connection with the proposal for extending Term Loan as mentioned above, without prior consent of CIL.
- c. Any dissemination of Confidential Information shall be only in connection with the Purpose as mentioned above, and shall be only to our employees, agents who have a need to know the said “Confidential Information” and who have been advised of the confidential nature of such information.

#### **Meaning of “Confidential Information”**

“Confidential Information” means any information, documents or data in any form that contains confidential or proprietary information which is not generally known to third parties and which:

- a. Relates to the business affairs, operations or structure of the Company or the Project;
- b. Contains technical information, specifications or data, designs or tariff or pricing information, information about equipment or other investors or participants, in each case in relation to the project, and other information relating to equipment, designs and commercial or other proprietary or confidential information;
- c. Contains any financial information, modelling or projections or results or information relating to the Company or its affiliates;

And, in any such case, whether disclosed prior to, on or after the date hereof in connection with the Project or the Potential Transaction.

**(Authorised Signatory)**