

**TAMIL NADU ELECTRICITY REGULATORY
COMMISSION**



**Appointment of Consultant for Prudence Check and
Verification of Capital Cost of Tuticorin Thermal Power
Project Stage IV – 1X525 MW of SEPC Power Private Ltd.**

December 2024

**4th Floor, SIDCO Corporate office building,
Thiru.Vi.Ka.Industrial Estate, Guindy, Chennai – 600 032.**

NOTICE FOR BIDS FOR APPOINTMENT OF CONSULTANTS

- A. Name of the client: **Tamil Nadu Electricity Regulatory Commission, Chennai.**
- B. Consequent to the enactment of the Electricity Regulatory Commission Act 1998 (Central Act 14 of 1998), the Government of Tamil Nadu constituted the Tamil Nadu Electricity Regulatory Commission (TNERC) vide G.O.Ms. No. 58, Energy (A1) Department, dated 17-03-1999.
- The Commission issued its maiden tariff order under section 29 of the Electricity Regulatory Commission Act, 1998, on 15-03-2003 based on the petition filed by the Tamil Nadu Electricity Board (TNEB) on 25-09-2002.
- The Commission notified the Tamil Nadu Electricity Regulatory Commission (Terms and Conditions for Determination of Tariff) Regulations, 2005 on 03-08-2005 under section 61 read with section 181 of the Act.
- The Commission also notified the TNERC (Terms and Conditions for Determination of Tariff for Intra State Transmission / Distribution of Electricity under MYT Framework) Regulations, 2009.
- C. The TNERC Tariff Regulations, 2005, the TNERC MYT Regulations, 2009 and the TNERC Appointment of Consultants Regulations, 2004 are available at the TNERC website www.tnerc.gov.in for reference.
- D. M/s SEPC Power Private Limited (SEPC) is a thermal power generating company, having developed the Tuticorin Thermal Power Project Stage IV – 1 x 525 MW located at Thoothukudi, Thoothukudi District, Tamil Nadu, India, and has supplied power to TANGEDCO from 30.04.2022 to 31.10.2022 under Section 11 of the Electricity Act, 2003.

TNERC has approved the provisional Capital Cost of Rs. 3249.86 Crores for SEPC vide Order dated 30-04-2015 in Petition PPAP No.5 of 2012.

SEPC has filed a Petition before TNERC for true up of final capital cost of Rs. 5,118.34 Crores for the Project against the originally approved provisional capital cost of Rs.3249.86 Crores and also approval of the revised tariff as per the 'Trued Up Capital Cost' which shall be applicable from 3rd anniversary of the COD.

For taking up the prudence check exercise, the TNERC has decided to call bids through competitive process, in order to select qualified and experienced consultants, possessing required qualification and experience.

E. Qualifying Requirements:

a) Must have annual average turnover of consulting portfolio from Power Sector consultancy business equal to or more than Rs. 2.50 Crores over past 3 financial years. Annual turnover should be duly certified by statutory auditors or Independent Auditors who are competent to do so. The Bidder shall submit audited accounts of past three (3) financial years (not earlier than FY 2020-21)

and

b) The Partnership firm/ Limited Liability Partnership (LLP) / company or consortium/Joint Venture/institution must have done prudence check of Capital cost or filed petition for approval of capital cost of at least one Power Project of not less than 200 MW capacity and aggregating to not less than 400 MW of all power projects put together in last 10 financial years OR have done prudence check of capital cost of Power Projects to the tune of at least Rs. 2,500/ Crores over last 10 financial years

and

c) The Partnership firm/ Limited Liability Partnership (LLP) / company or consortium/Joint Venture/institution (including educational institutions such as IIT, IIM etc.) must be a registered one.

d) i) The Joint Venture / Consortium must be the one registered as

"Unlimited Liability Partnership Firm" in India with names of all the Member(s)/Partner(s) find place in the Registrar of Firms. If not registered by the time of bid submission, they all must give a written undertaking as Joint Venture/Consortium upto 3 Member(s)/Partner(s) **all from Indian Nationality (or) from Abroad (In case of JV/Consortium with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s) shall not exceed 25%)** and that they shall cause register their unlimited liability partnership within three (03) months after concluding Contract Agreement/LOI and must furnish under the Indian Partnership Act, with the Registrar of Firms.

- ii) Separate identity /name shall be given to the Joint venture firm.
- iii) Number of members in a JV firm shall not be more than three.
- iv) The Joint Venture firm shall be required to submit the Earnest Money Deposit (EMD) along with the bid in terms of provisions of the tender.
- v) One of the members of the JV firm shall be its Lead Member who shall have a majority, at least 51% of share of interest in the JV firm. The other members shall have a share of not less than 20% each.

and

- e) Must undertake that the bidder has no conflict of interest in respect of this project.
- f) Clear understanding and expertise of the Indian legal, regulatory and power scenario, developments over the last decade including the applicable policies, legal and regulatory framework and reforms at Central and State levels.

and

- g) Must have successfully completed at least two (2) assignments of providing assistance to Electricity Regulatory Commissions /Utilities in analysing the Capital Cost of thermal power stations or filling of petition for approval of capital cost/approval of generation tariff during the last 10 years. The compliance to this requirement will

have to be established by submitting the Work Order/Completion Certificate of aforesaid issued by the concerned Electricity Regulatory Commission(s) /Utility.

and

h) Proven experience of working on electricity tariff/true-up orders during the last ten years i.e from FY 2014-15 to FY 2023-24 for Electricity Regulatory Commission(s)/Utilities.

and

i) The bidder shall place adequate resources at the disposal of Commission during the course of this assignment.

and

j) The bidder should have adequate financial capability and status to meet the financial obligations pursuant to the services covered in the Bid documents.

and

k) The Partnership firm/ Limited Liability Partnership (LLP) / company /Members of the consortium/Joint Venture/institution should furnish the Income tax Permanent Account Number, GST No.

l) The Consultant who can commit full time manpower exclusively for the assignment of the Commission will be eligible for consideration. A firm assurance has to be made in the Technical bids that the key and supporting professional staff committed for the assignment will be actually working. They normally shall not be changed during the course of the assignment unless both parties agree. The staff to be deployed in the office of the Commission shall be mentioned. All such details should be clearly specified in Form5.

m) The Consultant shall have an obligation to disclose any situation of actual or potential conflict of interest that is likely to impact their capacity to take up the assignment. In case of conflict of interest, such bids will not be considered.

n) The Bidders shall submit the above details along with supporting documents. The above requirements are minimum and, TNERC reserves the right to seek any additional information relevant to these

conditions. TNERC also reserves the right to reject the proposal of any bidder, if in the opinion of TNERC, the details / documents submitted on qualification is incomplete or not found qualifying the basic of eligibility criteria as stated above.

F. General Requirements/Conditions for accepting the Bids from Joint Venture/Consortium erms of Reference

(a) The intending bidder shall be an **Individual / LLP / Partnership firm / Company** or a Joint Venture / Consortium up to 3 (THREE) Member(s) / Partner(s) (either **Individual / LLP / Partnership firm / Company** can be a Member/Partner) and the Joint Venture / Consortium must be the one registered as "**Unlimited Liability, Partnership Firm**" in India with names of all the Member(s) / Partner(s) find place in the Registrar of Firms. If not registered by the time of bid submission, they all must give a written undertaking as Joint Venture/Consortium up to 3 Member(s) / Partner(s) **all from Indian Nationality (or) from Abroad (In case of JV / Consortium with foreign member (s), the lead. member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s)' shall not exceed 25%)** and that they shall cause register their unlimited liability partnership within three months and must furnish under the Indian Partnership Act, with the Registrar of Firms all the Member(s)/Partner(s) (either **Individual / LLP / Partnership firm / Company** can be a Member/Partner) including the lead Member/Partner names with address, email etc., and such proof must be submitted along with the firm registration.

(b) In case the Consortium/JOINT VENTURE, who, are not registered by the time of submission of bid, happens to be successful bidder, the 'Consortium/Joint Venture' Member(s)/Partner(s) should produce valid registration in the name of Joint Venture/Consortium as mentioned above with Central/any State Government within 3 months after concluding Contract Agreement/LOI. Failure to comply with this condition, contract shall be cancelled, duly forfeiting the available Earnest Money Deposit/Security'

deposit/Performance Bank Guarantee and value of work done as on that date besides blacklisting all the 'Consortium/Joint Venture' Member(s)/Partner(s).

(c) In case of Consortium/Joint Venture in meeting the requirement of eligibility criteria the experience of each of the members of Consortium/Joint Venture shall be added together to arrive the combined eligibility of the Consortium/Joint Venture to determine the bidders compliance.

In case of Consortium/Joint Venture, in meeting the requirement of Financial Criteria stipulated in the Tender the financial capacity of each of the members of Consortium/Joint Venture shall be added together to arrive the combined eligibility of the Consortium/Joint Venture to, determine the bidders compliance.

The Consortium / Joint Venture shall necessarily identify one of the Member(s)/Partner(s) as Lead Member/Lead Partner, who shall meet on its own at least 51% Financial Criteria stipulated in the tender.

Each Member/Partner of Consortium / Joint Venture shall meet not less than 20% of the Financial Criteria stipulated in the tender.

(d) All the Consortium/Joint Venture Member(s)/Partner(s) must be the registered contractors and preferably of equivalent class/category and otherwise with necessary eligibility criteria as provided."

(e) In case any Member/Partner of a Consortium/Joint Venture bids either in Individual capacity or as Partner of the firm/Director/MD of a company or as a Member/Partner of another Consortium/Joint Venture bids for the same work, all such bidders will be disqualified.

(f) Change in composition of Consortium/Joint Venture is not permitted after submission of bids.

(g) The Bidders/JV/Consortium Member (s)/Partner(s) "who are blacklisted by any Government Organization/Corporation/PSU/Any other means within India or Abroad, who are involved in any criminal cases and who are Involved in any insolvency or bankruptcy proceedings pending against them either in India or in Abroad" as on the date of submission of bid are not eligible to participate in this Bid.

(h) All the Member(s)/Partner(s) of the Joint Venture/Consortium should submit the following documents along with the bid:

a. PAN & TIN NO.

b. GST Registration.

(i) The Consortium/Joint Venture Agreement/MoU should clearly exhibit the responsibilities of each of the Member(s)/Partner(s). The Member(s)/ Partner(s) shall execute a "Power of Attorney" (duly stamped and registered or notarized, as per Indian Laws) in favour of the Lead Member/Partner authorising the Lead Member to conduct all business for and on behalf of the Consortium/Joint Venture during (a) Tendering process and (b) Execution and for successful performance of the Works in case of award of work. **(Format is specified in Form-4B, which has to be adapted to specific situations of a particular tender.)**

(j) All the 'Consortium/Joint Venture Member(s)/Partner(s) shall execute a Power of Attorney (duly stamped and registered or notarized as per Indian Laws) in favour of one of its officers to be the Authorised Signatory for signing the Bid Documents and also to undertake all other acts and deeds on behalf of the Consortium/Joint Venture in connection with the Bid and the Contract. **(Format is specified in Form-4A).**

(k) The Bidder either Individual/Sole Proprietorship or other legal entity like Joint Venture/Consortium or Partnership or even any Member/Partner of the Joint Venture/Consortium/Partnership applied for or availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years Irrespective of DRT/NCLT proceedings, are not eligible to participate in this Bid

(l) All the 'Consortium/Joint Venture' Member(s)/Partner(s) should have entered Into a legally valid "Joint Bidding Agreement" duly undertaking and incorporating all the points mentioned in the format for Joint Bidding Agreement specified in **Form-4C** and should submit the same along with the bid.

G. Terms of Reference

In respect of True up of Capital Cost of Tuticorin Thermal Power Project Stage IV – 1 x 525 MW of M/s SEPC Power Pvt. Ltd. following works are to be done.

- (i) The consultant has to assist the Commission in the exercise of processing, auditing and validating true up petition filed by M/s SEPC Power Pvt Ltd. for approval of Capital Cost of their Tuticorin Thermal Power Project Stage IV – 1 x 525 MW.
- (ii) The Consultant has to assist the Commission in case of any appeal preferred against the order of the Commission.
- (iii) The Consultant has to co-ordinate with the Officials of the Commission, Petitioner and the Licensee to complete the assignment within 12 weeks from the date of receipt of order from the Commission.
- (iv) The Consultant has to submit the development of the assignment periodically.
- (v) The Consultant has to seek all the details / documents from the petitioner in order to establish that the data furnished by the Petitioner in the true up petition are in correlation with the Audited Accounts of the Petitioner.
- (vi) The Consultant shall undergo if any other exercise relating to the aforesaid assignment that may be required.
- (vii) Consultant has to depute one of their officials in the Commission during finalization of the aforesaid assignment.
- (viii) The above stated scope of consultancy is only indicative and not exhaustive. Changes may be suggested by TNERC as and when necessary, to enhance the quality of the validation process.

The description of assignment is detailed below:

I. True up of Capital Cost of the 525 MW Tuticorin Thermal Power Project of SEPC Power Pvt. Ltd. :

- 1) Examination and Analysis of Petition seeking approval of

Capital Cost for SEPC Power Private Limited.

- 2) Examination of the Petition to check its correctness and completeness with regard to applicable TNERC Tariff Regulations, and finding out debarments, discrepancies and the data gaps.
- 3) Analysis of Petition and data verification from the records and also interacting with the Generating Company(SEPC Power Private Limited) and the Licensee(TNPDCL) during Technical Validation sessions.
- 4) Verify whether least cost option has been followed and optimal project cost is achieved while executing the Project.
- 5) Prudence check and verification of provisionally approved capital cost from the data certified by the statutory auditor and submitted by the Company on standard formats as specified.
- 6) The details of costs shall be taken from the filled up standard formats provided by the Company for determination of tariff under the TNERC (Terms and Conditions for Determination of Tariff) Regulations 2005 and CERC order dated 4.6.2012 on Benchmark Capital Cost (Hard cost) for Thermal Power Stations with Coal as Fuel and its amendments if any
- 7) All other works such as scrutiny of relevant documents, balance sheets of preceding years, and physical verification of assets if required to be carried out to arrive at the capital cost/ additional capital cost as described above, shall also be part of the scope of the assignment.
- 8) All the details of capital cost in the prescribed formats certified by the statutory auditors and copies of the balance sheets for the preceding years as submitted by the generator to the Commission shall be made available.
- 9) For package wise break up of costs, *as an illustration*, the following packages could be considered:
 - a. Steam generator island including coal mills excluding civil works

- b. Steam Turbine & its auxiliaries, excluding civil works.
 - c. Generator & its auxiliaries.
 - d. Civil package for main plant.
 - e. Electrical package including switchyard and transformer yard
 - f. Balance of plant including civil works: coal handling plant, ash handling plant, ESP, CW system, fuel oil system, water treatment plant, cooling towers, workshop, railway siding, emergency DG supply, water clarification plant, water supply system, station air compressors, Electro Chlorination Plant, DM Plant, Effluent Treatment Plant, Sewage Treatment plant firefighting system, cable facilities etc.
 - g. Other works such as roads, bridges, compound walls, tree plantation, residential facilities, hospital, school and miscellaneous infrastructure facilities.
 - h. The cost of erection, testing and commissioning and other incidental expenses including site preparation, site supervision etc., shall be factored into the various disaggregated capital cost heads.
 - i. The cost of land, financing charges, consultancy charges, interest during construction and Right of Way charges etc. shall be additional.
- 10) Assistance to the Commission in determining all the technical and financial parameters as per applicable TNERC Tariff Regulations.
 - 11) Study of all submissions made by the Petitioner and Respondent TANGEDCO, for arriving at the allowable Capital Cost and Tariff for SEPC Power Private Limited.
 - 12) Assistance to the Commission in the public process and preparation of objection report summarizing the stakeholder's responses, Petitioner's responses and recommendations.
 - 13) Assistance to Commission in stipulating the trajectory of variables in accordance with applicable TNERC Tariff Regulations.
 - 14) Preparation of model in MS-Excel and preparation of draft Order based on detailed analysis of all the elements and after incorporation of submissions made by stakeholders.
 - 15) The draft True-up Order has to be vetted by the legal advisors of the firm.

- 16) Incorporation of changes/modifications suggested by the Commission in the draft order proposed by the consultant.
- 17) Any further assistance required by the Commission in this regard till the issuance of Orders by the Commission.
- 18) The assignment shall include the activities related to the assignment, which may not be expressly indicated in the scope of work.
- 19) The Consultant has to co-ordinate with the Officials of the Commission, Petitioner and the Licensee to complete the assignment within the time framed by the Commission.
- 20) The consultant shall take all possible efforts in transforming knowledge to the staff of the Commission on the Financial and Technical Models of True up of Capital Cost and the revised Tariff. The supporting documents used to substantiate the True-up, soft copies of all data used to prepare the true up and any other materials related to the Assignment shall be made available to the Commission.

II. Review petitions/appeals (if any) in respect of the Order on the petition filed by SEPC Power Pvt. Ltd.:

- 1) Provide assistance if any review petitions are filed before the Commission in the matter of the referred True-up Order on Capital Cost issued on the Petition filed by SEPC Power Pvt. Ltd.
- 2) Similar assistance is also to be provided if any appeals against the Order filed before the ATE. This assistance would also include discussions with the Commission.

III. Deliverables:

The Consultant shall submit the following deliverables in a phased manner during the course of the assignment:-

1) Preliminary Report / Presentation on the submissions made by the Petitioner and Respondent on the Capital Cost of SEPC Power Private Limited.

- i) Summary of the key submissions made by the Parties.
- ii) Additional data requirement schedule.
- iii) Preliminary analysis of the Capital Cost of SEPC Power Private Limited.

2) Objection Report

- i) Technical and general scrutiny of the objections.
- ii) Responses received.
- iii) Any additional data required to validate the objections.
- iv) Recommended action on each objection.

3) Final Report/Presentation on the Capital Cost of SEPC Power Private Limited and Tariff to be approved by the Commission

4) Draft Order on the Capital Cost of SEPC Power Private Limited and Tariff to be approved by the Commission.

5) Final Order on the Capital Cost of SEPC Power Private Limited and Tariff to be approved, after incorporating the comments of the Commission on the Draft Order.

IV. Vetting of the True-up Orders shall be done by the legal advisors of the consultant firm along with necessary certificate.

V. Terms of payment:

1) Professional fees would mean the amount quoted for the assignment for preparation of the Orders on Capital Cost True-up and Tariff on the petition filed by SEPC Power Pvt Ltd. It will not include the fees quoted for the Reviews / Appeals as the reviews / appeals are futuristic in nature. The fees shall be payable as follows :

- i) Ten percent (10%) of the total contract price as mobilization advance shall be released upon submission of Performance Bank guarantee (BG) equivalent to 10% of the value of

contract, which shall be valid for six (6) months, or till the completion of the assignment, whichever is later

- ii) Twenty percent (20%) of the total contract price shall be paid on submitting the draft report as per the scope of the work.
- iii) Seventy percent (70%) of the total contract price shall be payable on the finalization of the Order on the Capital Cost of the Thermal Power Project of SEPC Power Private Limited and Tariff to be approved.

2) The assignment shall be completed within **12 weeks** as per terms of reference. In case, the assignment gets extended beyond **12 weeks** for reasons not attributable to the consultant, an additional fee per day quoted in **BoQ** shall be payable by the Commission which includes all travelling, boarding, lodging and other incidental expenses that may be incurred over the course of the assignment.

3) If the consultant fails to submit the reports / complete the assignment within the time specified in the contract or extension thereof, the Commission shall recover a sum of one percent (1%) of the respective contract price for each activity in the financial proposal as liquidated damages for each completed calendar week and part thereof of delay. The total liquidated damages shall not exceed 10% percent of the total contract value. If the reports / assignment against the contract is submitted / completed by the consultant beyond the scheduled date stipulated in the contract and is accepted by the Commission, such acceptance will be without prejudice to the Commission's right to claim Liquidated damages for the delay. Further modalities on this issue will be dealt with in the Terms of the Contract.

4) The consultant shall quote for assistance provided in the reviews / appeals (if any) for anticipated cases put together. Payment of fees would be made on completion of the cases in the Commission / APTEL. When the Orders are reserved, the consultant may raise final invoice accordingly.

VI Tender Process:

1) a) The Bids are invited and to be submitted through e-tendering on e-procurement portal only. The Bid Notification, Bidding Documents are available on "<https://tntenders.gov.in>".

(i) **Downloading and submission of Bid document:** The tender documents may be downloaded and submitted through e-procurement portal during the period **from 23-12-2024, 17.00 hrs onwards to 08-01- 2025 before 12.30 hrs.**

(ii) **Due date for submission of Bids:** The bids shall be uploaded on or before **12.30 hrs of 08-01-2025** through e-procurement portal only. The tender should be submitted in two separate parts as follows:

Part-1 –Technical Bid.

Part-2 – Price Bid

(iii) **Cost towards submission of bids:** All costs and expenses incidental to preparation and submission of the proposals, discussion and conferences, if any, including pre-award discussions with the successful bidder, technical/other presentations including any demonstration, shall be to the account of the bidders and not reimbursable.

b) Language of the Bids:

The bid submitted by the bidder and all correspondence and documents relating to the bid shall be written in the English Language only.

c) Earnest Money Deposit (EMD)

The participating bidders shall pay Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) to be paid through e-Procurement portal.

2) Amendments to Bid Document:

Any amendments issued subsequent to this notification, but before the Bid Due Date, will be deemed to be form part of the Bidding Documents.

3) The Bid Schedule is as under:

1	Last Date and time of Receipt of Bid Proposals	08-01-2025 ; 12.30 hrs
2	Opening of Technical Bids	09-01-2025 ; 15.00 hrs

4) LATE BIDS:

e-Procurement portal automatically locks the tender after the last date and time of receipt of tenders, as mentioned in the e-Procurement portal;

Note: -

- i. TNERC will have the right to modify or add events to the calendar and the same will be communicated to the bidders.
- ii. The bidders can obtain the tender documents from Website free of cost.
- iii. The prospective bidders are advised to register their user ID, password and Company ID on the web site <https://tntenders.gov.in>
- iv. Bidders can get any clarifications regarding the scope of work, qualifying requirements and technical features of the project from the undersigned during office hours.

5) Mode of submission of Bids and Documents to be uploaded on the e-procurement portal separately Part-1 & Part-2:

Both the Technical & Financial Bidding are through e-tendering only. The bidders shall upload all the documents for technical evaluation (technical bid) along with EMD details and the financial bids for financial evaluation through online only.

1. **Part -1: “Technical bid” in electronic mode to be uploaded** with the following documents duly signed by the authorized

personnel and the scanned copy of the same shall be uploaded on the e-procurement portal **as Part-1-Technical Bid:**

- a) The proof of payment of EMD.
- b) Letter of undertaking.
- c) Power of attorney for signing the Bid.
- d) Brief Approach and Methodology.
- e) Detailed work plan.
- f) Support required from TNERC.
- g) Audited balance sheets for the last 3 years duly certified by the Chartered Accountant.
- h) The registration with GST department - GST No.
- i) The registration with Income tax department - PAN & TIN No. and Latest income tax return details.
- j) Bidders shall furnish and attach to their offer all relevant documents as a proof and in support of the above by uploading on to e-procurement portal along with technical bid qualifying experience as indicated in the para E “qualifying requirements” above.
- k) Tenderer / Bidder should only submit duly signed Proposal Form along with FORM 1 to 5 in the company’s letter head.
- l) Documents required to be submitted by the Consortium/Joint Venture bidder
 - i) Power of Attorney for signing of Application (Form-4A)
 - ii) Power of Attorney for Lead Member / Partner of Consortium (Form-4B)
 - iii) Joint Bidding Agreement (MoU) (Form-4C)
 - iv) Undertaking, if required as per Clause No: E (d) (i)
- m)

2. **Part -2: “Price Bid” in electronic mode to be uploaded in FORM-6 as part-2 in the price bid portal:**

The bidder is required to quote the rates in the Indian currency only. The Tenderer / Bidder shall not write anything extra in Part-2, except the Price as per **FORM-6**.

(Note: if there is no provision for uploading the price bid, the lump-sum amount shall be indicated per lot in the space provided in the e-portal)

The bidder shall submit the financial bid inclusive of all statutory levies in respect of the Terms of Reference enumerated at Para F above.

The financial proposal submitted in Form 6 should be firm and unconditional for execution of the scope of assignment given in the contract.

- 3 It is to be ensured that the Technical bid shall not indicate any details of the Financial bids in any of the formats or write ups. If so, the bid shall be rejected.
 - a) Each page of bid should be numbered and signed by the authorized signatory with the seal of the firm and the forwarding letter must indicate the details of the enclosures attached.
 - b) A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.
 - c) **Modification and Withdrawal of Bids:**
 - i) The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.
 - ii) No bid shall be modified subsequent to the deadline for submission of bids.

6) Bid Validity:

The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for acceptance for 90 days from the specified **“Bid Opening Date”**. The bids with shorter periods of

validity shall be rejected. Once accepted, the rates will be firm thereafter till the completion of the contract.

7) Technical Evaluation:

The Technical bids shall be opened on **09-01-2025, 15.00 hrs** in the office of the Secretary, TNERC, by the Evaluation Committee (constituted for the purpose) in the presence of bidders, who wish to participate.

Technical evaluation would be based on the cumulative score of the firm’s experience and qualifications of key-staff proposed. The weightage will be as follows:

- i) Firm/Company/consortium/Institution’s experience for the assignment 50 Marks**
- ii) Qualifications of key-staff proposed 50 marks**

Parameters for each of the criteria is given below:

(i) Firm/Company/consortium / institution’s experience for the assignment:

Firm / Company / consortium / Institutions’ Experience			
Sr. No.	Parameter	Max Marks	Remarks
A	Thermal Power Projects	20	For every completed capital cost assessment of Thermal Projects of <=100MW – 2 marks & >=200MW - 8 marks shall be awarded. For every additional 50 MW, 1 mark will be added.
B	Non-Thermal Power Projects	10	For every completed capital cost assessment of Non-Thermal Project of single capacity >=1X50 MW, 2 mark shall be awarded.
C	Total Experience in years	10	For every year of experience 1 marks will be in years awarded.
D	Average revenue	10	Maximum 10 marks will be awarded to firm with maximum revenue from Power Sector Consultancy business of past five (5) financial years (not earlier than FY 2018-19). Other firms will receive marks inversely proportional to that.
Total Firm/Company/Consortium/institution’s Experience marks: (A+B+C+D)			

(ii) Qualification of key-staff proposed

Sr. No.	Parameters	Max Marks	Remarks
E	Educational Qualification	20	Maximum 4 personnel with professional qualification (at least 1 Engineer and 1 Finance expert). Educational qualification will be marked as follows: M.Tech or CA/ICWA or BE/B.Tech with MBA - 5 marks, B. Tech/MBA - 4 marks (if there are more than 4 personnel, then the scores of best 4 will be considered)
F	Total Experience in years	20	Experience will be marked as follows: for <5yrs: 3 marks; for >=5 yrs: 4 marks plus 1 mark for each completed year of experience above 5 yrs will be awarded i.e. for 10 yrs (4+5)= 9 marks.
G	Thermal Projects	10	For every completed capital assessment of Thermal Project >=200 MW, 2 mark shall be awarded subject to max. of 10 marks
Total Key Personal marks (E+F+G)			

Total Technical Score (S_t) = (A+B+C+D+E+F+G)

iii) Minimum qualifying score for the Technical bid shall be 60.

The minimum qualifying score for the technical bid shall be 60. The financial bids of only those bidders shall be opened whose score shall be 60 or above in technical bids. After completion of the technical evaluation, the Commission shall inform those Firm/company/consortium/ institution whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the TOR. The price bid of such non-responsive bidders will not be opened. The list of bidders whose offers have been selected after technical evaluation shall be informed separately by the Commission and such selected bidders may attend the opening of the price bids at the office of the Secretary, TNERC at scheduled date & time of opening of financial

bid.

The EMD of unsuccessful Bidder/Tender will be refunded after the issue of LoA to the successful Bidder.

8) FINANCIAL EVALUATION:

The financial proposals of the Bidders who qualify in the technical evaluation shall be opened in presence of those Firm/ company/consortium/ institution or their representatives, who wish to attend. The proposal with lowest quote shall be given a financial score of 100 and other proposals shall be given financial scores that are inversely proportional to their rates.

The lowest Financial Proposal (F_m) shall be given the maximum financial score of 100. Financial scores (S_f) of all other Proposals shall be calculated as:

$S_f = 100 \times F_m / F$, in which “ S_f ” is the financial score, “ F_m ” is the lowest price, and “ F ” the price of the proposal under consideration.

9) EVALUATION OF FINAL BIDS:

It shall entail selection of consulting Firm/ company/consortium/ institution after **adding scores of technical and financial proposals with their respective weightage, which shall be 0.80 for technical bid and 0.20 for financial bid.** The bidder with the highest score shall be selected.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = [80%], and

P = [20%]

Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T + S_f \times P$. The bidder with the highest score shall be selected.

10) The Commission will select the bidder with the highest score and discuss the detailed work plan with them. Any suggestions that the selected bidder has, to improve the TOR, staffing etc. as also the inputs required from the TNERC to ensure satisfactory implementation of the assignment, shall be discussed and finalised. These discussions will be

on the firm understanding that the amount quoted in the Bid document will not be increased for any reason whatsoever. The amount quoted for extended period as in Clause V (2) will be considered for evaluation only when more than one bidder gets equal rating.

- 11)** a) The successful bidder shall enter into a contract with the Commission in the prescribed format within 7 days of issue of Letter of Acceptance (LOA). They shall commence the assignment as per the schedule finalised by the Commission.
- b) The successful bidder shall furnish a Security Deposit equivalent to 5% (after adjusting EMD) of the value of contract in the form of a Pay Order/Demand Draft in favour of “Secretary, TNERC”, payable at Chennai. The Commission will reserve the right to accept the belated payment of the security deposit by levying penal interest at the rate of 22% per annum from the date of expiry of 7 days’ time limit till the date of actual payment of the security deposit. The same would be recovered from the first invoice of the successful bidder. The Security Deposit shall be retained for 90 days after completion of the assignment.
- c) Both the EMD and Security Deposit will not carry any interest. They will be refunded after satisfactory completion of the assignment and payment of the final bill.
- d) The Commission may hold review meetings with the consultant during which, the senior/key personnel of the consultant shall be present.
- e) If the Consultant selected for this assignment fails to enter into a contract within the time limit as may be prescribed, the EMD amount will be forfeited and the Commission shall invite the consultant who has obtained the second highest score on consideration of Financial and Technical bids for award of the contract.

12) The consultant shall not utilize, publish, disclose or part with any statistics, data/proceedings or information collected for the purpose of this assignment without the written consent of the Commission. They shall be bound to hand over the entire records of assignment to the Commission before the expiry of the contract.

13) The consultant shall be responsible for all explanations / description in the matter of tariff calculations of the relevant orders.

14) Normally, the Commission will not accept deviations to the terms and conditions of the specifications of the tender. If the consultant proposes to make any deviations from any of the terms and conditions of the specifications, they should indicate it in Form 8 of the Technical proposal. Then, the Commission reserves the right to decide the issue for further evaluation of the tender.

15) The Commission reserves the right to award the total assignment or to delete any part of assignment or reject any bid without assigning any reasons for the same. Failure to provide all information or concealing any information material to secure award of contract shall be at the own risk of the bidders which would result in rejection of the proposal.

16) The address for seeking any clarification is:

**The Secretary,
Tamil Nadu Electricity Regulatory Commission,
4th Floor, SIDCO Corporate office building,
Thiru.Vi.Ka.Industrial Estate, Guindy,
Chennai – 600 032.
Phone: 044-29535806, 29535816, Fax: 29535893
E-mail: tnerc@nic.in**

PROPOSAL FORM

To:

Date :

The Secretary,
Tamil Nadu Electricity Regulatory Commission,
4th Floor, SIDCO Corporate office building,
Thiru.Vi.Ka.Industrial Estate, Guindy,
Chennai – 600 032.

Sir,

We, the undersigned, offer to provide the consultancy services for undertaking the following assignments in accordance with your offer Dated_____.

- (1)** Prudence check and verification of Capital Cost True-up and Tariff for the 1X525 MW Tuticorin Thermal Power Project Stage IV of SEPC Power Private Limited.
- (2)** Review Petition/Appeal (if any) filed in respect of Order on True up of Capital Cost of Thermal Power Project of SEPC Power Pvt. Ltd. that may be passed by the Commission based on this Consultancy work.

2. We are hereby submitting our proposal for assignment in 1 original which includes the Technical Proposal and the Financial Proposal sealed under separate envelopes. 2 copies of the technical bid and necessary enclosures are also submitted. The proposal is valid for a period of 3 (three) calendar months with effect from Each page of the proposal has been numbered and signed by the Authorized Signatory. A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity is enclosed.

3. It is confirmed that presently we are not handling any assignment that would conflict with this assignment or place us in a position of not being able to carry out this assignment objectively and impartially.

4. If negotiations are proposed by the Commission at any stage we undertake to negotiate as per the requirement of the assignment. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

5. A firm assurance is given that the key and supporting professional staff committed for the assignment will be actually working.

6. In the event of any dispute between the parties, it shall be settled exclusively and finally pursuant to Indian Arbitration and Conciliation Act, 1996 as amended from time to time and the site of arbitration shall be Chennai, India and Civil Courts at Chennai alone shall have exclusive territorial jurisdiction in this matter.

7. A demand draft/pay order no. _____dt._____for Rs.10,000/- (Rupees Ten thousand only) in favour of Secretary, TNERC payable at Chennai is enclosed herewith towards EMD.

8. We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:

Name of the Firm:

Encl. As above

FORM - 1**BASIC INFORMATION****Name of the firm :**

Sl. No.	Particulars	Whether documentary proof attached	Page no.
1	Whether the Bidder is a firm/company/consortium member / institution		
2	Has the firm/company/consortium member / institution done prudence check of Capital cost or filed petition for approval of capital cost of at least one(1) Power Project of not less than 200 MW capacity, but aggregating to not less than 400 MW, in last 10 financial year OR have done prudence check of capital cost of Power Projects to the tune of at least Rs.2500 Crs.	Yes/No	
3	Is the annual average turnover of consulting portfolio from Power Sector consultancy business equal to or more than 2.50 Crores over past 3 financial year. (not earlier that FY 2020-21)	Yes/No	
4	Has the Bidder furnished the Earnest Money Deposit	Yes/No	Draft No. Dated
5	Has the Bidder submitted a notarized Affidavit of "No conflict of interest" in the name of an authorized person.	Yes/No	Name of the authorized person and contact number
6	Has the Bidder furnished the notarized Power of Attorney in the name of an authorized person.	Yes/No	Name of the authorized person and contact number

Authorized Signatory

Name of the firm/company/consortium /institution

FORM - 2

TECHNICAL PROPOSAL

Experience of the consultant relevant for the assignment

(Using the format below, provide information for each reference/assignment for which you were legally contracted and the assignment was undertaken during the last five years. Also provide attested photocopies of all relevant papers in support of the same)

Table A:

Sl.No	Particulars	Assign ment No. 1	Assign ment No. 2	Assign ment No. 3	Assign ment No. 4	Assign ment No. 5
1	Name/Description of the assignment					
2	Name and Address of the client					
3	Whether the assignment has been successfully completed? (Yes/No)					
4	Start Date, End Date of the Assignment					
5	Value of consultancy work (in Rs. Lacs)					
6	Whether the documentary evidence for the assignment is enclosed? If yes, the nature of the document, i.e, award letter/contract/completion certificate and the page no.					
7	Page No. & Flag No. in your proposal					

Table B:

Firm/Company/ consotium /Institution Experience		
Sl.No.	Parameter	Response
A	Thermal Power Projects (No. of completed capital cost assessment of Thermal Project \geq 200 MW)	
B	Non-Thermal Power Projects (No. of completed capital cost assessment of Thermal Project \geq 1X50 MW)	
C	Total Experience in years	
D	Average revenue of last 3 FY from Power Sector consultancy business	
	Total Firm/Company/ consotium / Institution Experience marks : (A+B+C+D)	

Note:

- (i). The bidder is required to submit work order indicating the value of work awarded in support along with a certificate declaring that the work has been completed satisfactorily.
- (ii) In the absence of documentary evidence for each of the above references, the experience shall not be considered for evaluation.
- (iii). No marks shall be allotted for any column left blank.
- (iv). The bidder may attach more pages if the space provided in respect of assignments is not sufficient.

Authorized Signatory

Name of the firm/company/consortium/institution

TECHNICAL PROPOSAL

Qualifications of the key Staff proposed for the assignment

Sl.No.	Name of the Personnel	Highest Qualification (PHD/M.Tech/CA/ICWA/MBA/B.Tech)	Total Experience in years	Number of Completed capital assessment of thermal Porjects >=200 MW
		(i)	(ii)	(iii)
1.	Person 1			
2.	Person 2			
3.	Person 3			
4.	Person 4			

Note:

- I. Only 4 persons are required (If a Firm/company/consortium /institution considers more than four (4) persons then best 4 among them should be chosen). Among them one (1) has to be a Finance expert and one(1) should be Engineer.
- II. Separate Resume for each staff shall also be enclosed describing in detail the project done.
- III. No marks shall be allotted for any column left blank.
- IV. The bidder may attach more pages, if the space provided in respect of staff is not sufficient.

Authorized Signatory

Name of the firm/company/consortium/institution

TECHNICAL PROPOSAL

Deviations to Terms and Conditions of the Tender

1)	
2)	
3)	

Authorized Signatory

Name of the firm/company/consortium/institution

FORM -4A

Power of Attorney for signing of Application

(To be submitted by each member of the Consotium/Joint Venture)

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr Ms (name),..... son/daughter/wife ofand presently residing atwho is [presently employed with us/ the Lead Member/Partner of our Joint Venture/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 pre-qualification and submission of our bid[s] for the***** Project[s] proposed or being developed by the..... (the "**Owner/Employer**") Including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/responses to the Owner/Employer, representing us / the Joint Venture/Consortium in all matters before the Owner/Employer, signing and execution of all Contract/s and undertakings consequent to acceptance of our Bid, and generally dealing with the Owner/Employer 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 Contract with the Owner/Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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, Title and Address)

Witnesses:

1.

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a 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.*
- *For a Power of Attorney-executed and issued overseas, the document should also be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India. However, the Power of Attorney provided by the Contractor/Applicant from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

FORM -4B

Power of Attorney for Lead Member/Partner of Joint Venture/Consortium
(To be submitted by each member of the Consotium/Joint Venture)

Whereas the.....(the "**Owner/Employer**") has invited Bids from interested Member(s)/Partner(s) for the Project (the "Project").

Whereas, M/s..... M/s.....and M/s.....(collectively the "**Joint Venture/Consortium Partners**") being Member(s)/Partner(s) of the Joint Venture/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Bid Documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s.having our registered office at..... and M/s..... having our registered office at, [hereinafter collectively referred to as the "**Member(s)/Partner(s)**"] do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s..... having its registered office at..... being one of the Member(s)/Partner(s) of the Joint Venture/Consortium, as the Lead Member/Partner and true and lawful attorney of the Joint Venture/Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub- delegate) to conduct all business for and on behalf of the Joint Venture/Consortium and any one of us during the bidding process and, in the event the Joint Venture/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 Joint Venture/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture/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, participating in Pre-Bid and other conferences, respond to queries, submit information/ documents, sign and execute Contracts and undertakings consequent to acceptance

of the Bid of the Joint Venture/Consortium and generally to represent the Joint Venture/Consortium in all its dealings, with the **Owner/Employer**, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture/Consortium's Bid for the Project and/ or upon award thereof during the period of execution of the Contract.

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/ the Joint Venture/Consortium.

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

For.....

(Signature, name, designation and address of the. first Non-Lead Member/Partner)

For.....

(Signature, name, designation and address of the Second Non-Lead Member/Partner)

Witnesses:

- 1.
- 2.

(Executants)

Accepted

.....

(Signature, Name, title and address of the Attorney / Lead Member)

(To be executed by all the Mémber(s)/Partner(s) of the Joint Venture/Consortium)

Notes:

- i. 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.
- ii. The Bidder should submit along with the Power of Attorney, the extract of the charter documents and documents' such as the board or shareholders' resolution / authorization in favour of the persons executing this Power of Attorney, on behalf of the Non-Lead 'Member(s)/Partner(s)' / Lead Member/Partner and the Memorandum and Articles of Association of the Non-Lead 'Member(s)/Partner(s)' / Lead Member/Partner'.
- iii. For a Power of. Attorney executed and issued overseas; the document 'should also be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India. However, the Power of Attorney provided by the Contractor/Applicant from countries "that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy. if it carries a conforming Appostille certificate

JOINT BIDDING AGREEMENT

(To be submitted by each member of the Consotium/Joint Venture)

(To be executed on Stamp paper of appropriate value)

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

THIS Consortium Agreement executed on this.....day of Two Thousand..... By:

AMONGST

M/s..... a Company/Partnership Firm/Sole Proprietorship Organisation incorporated under the Act/Laws of and having its Registered/Head office at..... (here-in after called the "**Lead Member/Lead Partner/First Member/First Partner**" which expression shall include its successors);

AND

M/s.....a Company/Partnership Firm/Sole Proprietorship Organization incorporated under the Act/Laws ofand having its Registered/Head office at..... (here-in after called the "**Second Member/Partner**" which expression shall include its successors)

AND

M/s..... a Company/Partnership Firm/ Sole Proprietorship Organization incorporated under the Act/Laws ofand having its Registered/Head office at..... (here-in after called the "**Third Member/Partner**" which expression shall include its succèssors)

The above mentioned Member(s)/Partner(s) of the FIRST, SECOND, and THIRD PART are collectively referred to as the "**Members(s)/Partner(s)**" and each is individually referred to as a "**Member/Partner**"

WHEREAS,

(A) The..... represented by its (hereinafter referred to as the "**Owner/Employer**" which expression shall, unless repugnant to the context or meaning thereof, Include Its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Bid Documents for qualification and selection of Contractors for..... Project (the "**Project**").

(B) The Member(s)/Partner(s) are interested in jointly bidding for the Project as Member(s)/Partner(s) of a Joint Venture/Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the Tender document that the Member(s)/Partner(s) of the Joint Venture/Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. Joint Venture/Consortium:

2.1 The Member(s)/Partner(s) do hereby irrevocably constitute a Joint Venture/Consortium (the "**Joint Venture/Consortium**") 'for the purposes of jointly participating in the Bidding Process for the [Project].

2.2 The Member(s)/Partner(s) hereby undertake to participate in the Bidding Process only through this, Joint Venture/Consortium and not Individually and/or through any other Joint Venture/Consortium constituted for this **[Project]**, either directly or indirectly or through any of their Associates.

3. Role of the Member(s)/Partner(s): The Member(s)/Partner(s) hereby undertake to perform the roles and responsibilities as described below:

3.1 The First Member/Partner shall be the Lead Member/Partner of the JOINT VENTURE/CONSORTIUM and shall have the Power of Attorney from all Member(s)/Partner(s) for conducting all business for and on behalf of the JOINT VENTURE/CONSORTIUM during the Bidding Process and during the execution of the Contract.

3.2 The Second Member/Partner shall be the..... **[Technical and/or Financial]** Member/Partner of the JV/Consortium; and

3.3 The Third Member/Partner shall be the **[Technical and/or Financial]** Member/Partner of the JV/Consortium;

4. Joint and Several Liability:

4.1 The Member(s)/Partner(s) 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 Bid Documents and the Contract, and in accordance with the Contract to be entered into with the Owner/Employer.

4.2 Despite any breach by the Lead Member/Partner or other Member/Partner of the Joint Venture/Consortium agreement, the Member(s)/Partner(s) do hereby agree and undertake to ensure full-and effectual and successful performance of the Contract with the Owner/Employer and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.

4.3 If the Owner/Employer-suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the Contract, the Member(s)/Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Owner/Employer, on its demand without any demur. It shall not be necessary or obligatory for the Owner/Employer to proceed against Lead Member/Partner to these presents before proceeding against or dealing with the other Member(s)/Partner(s). The obligation of each of the Member/Partner is absolute and not independent of the Joint Venture/Consortium or any Member/Partner.

4.4 The financial liability of the Member(s)/Partner(s) of this Joint Venture/Consortium agreement to the Owner/Employer, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said Joint Venture/Consortium agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Member(s)/Partner(s) of the Joint Venture/Consortium agreement. The liability of each Member/Partner is absolute and not severable.

4.5 It is expressly understood and agreed between the Member(s)/ Partner(s) to this Joint Venture/Consortium agreement that the responsibilities Inter se amongst the Member(s)/Partner(s) shall not in any way be a limitation of joint and several responsibilities and liabilities of the Member(s)/Partner(s) to the Owner/Employer. It is clearly understood that the Lead Member/Partner shall ensure performance under the agreements

and if one or more Joint Venture/Consortium Member(s)/Partner(s) fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Joint Venture/Consortium Member(s)/Partner(s). It will be open for the Owner/Employer to take any steps, punitive and corrective action Including the termination of contract in case of such default also.

4.6 In case of an award of a Contract, all the Member(s)/Partner(s) to the Joint Venture/Consortium agreement do hereby agree that Lead Member/Lead Partner on behalf of Joint Venture/Consortium shall furnish Security Deposit & Performance Bank Guarantee or 'Contract PBG' as per terms of the contract.

4.7 Further, the Member(s)/Partner(s) do hereby agree that this agreement is without any prejudice to the various liabilities of the Member(s)/Partner(s) of the Consortium/Joint Venture (Bidder) Including the Earnest Money Deposit (EMD), Security Deposit, Performance Bank Guarantee & 'Contract, PBG' as well as all the other obligations for successful completion of the contract and for defect liability.

4.8 The Consortium/Joint Venture Member(s)/Partner(s) are individually/severally and jointly responsible for all Contractual obligations till completion of defect liability period plus 3 months, besides Operation & Maintenance if any irrespective of the share proportions of the 'Consortium/Joint Venture' Member(s)/ Partner(s).

4.9 In case, the work is awarded, the agreement/deed is irrevocable by any one or all the Member(s)/Partner(s) together until 3 months after completion of contract period including the defect liability. In case of extension of time granted by the Owner/Employer, the deed is also deemed to be extended for the period of such extension granted by the Owner/Employer and that it is irrevocable until 3 months after the completion of the extended period and the defect liability period. The Joint Venture Agreements shall not be terminated by the Member(s)/Partner(s) without the written consent of the Corporation.

5. Shareholding in the JOINT VENTURE/CONSORTIUM (Scope of works and services of each Member/Partner): The Scope of work and services to be performed by each Member/Partner shall be herein below:

5.1..... (Name of the **Lead Member/Lead Partner/First Member/First Partner**) shall be responsible for the following (Define the Scope of works):-

-
-

5.2..... (Name of the **Second Member/Second Partner**) shall be responsible for the following (Define the Scope of works):-

-
-

5.3.....(Name of the **Third Member/Third Partner**) shall be responsible for the following (Define the Scope of works):-

-
-

5.4 Participation Share of each Member/Partner:

Lead Member / Lead Partner%
Second Member / Second Partner%
Third Member / Third Partner%

6. Representation of the Member(s)/Partner(s): Each Member/Partner represents to the other Member(s)/Partner(s) as of the date of this Agreement that

6.1 Such Member/Partner is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

6.2 The execution, delivery and performance by such Member/Partner of this Agreement has been authorized 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 Joint Venture/Consortium Member/Partner is annexed to this Agreement, and will not, to the best of its knowledge:

6.2.1 require any consent or approval not already obtained;

- 6.2.2 violate any Applicable Law presently in effect and having applicability to it;
 - 6.2.3 violate the memorandum and articles of association, by-laws or other applicable, organizational documents thereof;
 - 6.2.4 violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Member/Partner is a Member/Partner or by which such Member/Partner or any of its properties or assets are bound or that is otherwise applicable to such Member/Partner; or
 - 6.2.5 Create or impose any liens, mortgages, pledges, claims, security interest, charges or Encumbrances or obligation to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Member/Partner, 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 Member/Partner so as to prevent such Member/Partner from fulfilling its obligations under this Agreement;
- 7. This Agreement is the legal and binding obligation of such Member/Partner, enforceable in accordance with its terms against it; and
 - 8. There is no litigation pending or, to the best of such Member(s)/Partner(s) knowledge, threatened to which it or any of its Affiliates is a Member/Partner that presently affects or-which would have a material adverse effect on the financial condition or prospects or business or such Member/Partner in the fulfilment of its obligations under this Agreement.
 - 9. **Termination:** This Agreement shall be effective from the date hereof and shall continue in full force until 3months after completion of the contract period including defect liability, in case the Project is awarded to the Joint Venture/Consortium. However, in case the Joint Venture/Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.
 - 10. It is to mention that none of Member(s)/Partner(s) are disqualified either by blacklisting in any Government Organization/Corporation/PSU/Any other means within India' or Abroad, none are involved in any criminal cases and

none are involved in any insolvency or bankruptcy proceedings pending against them either in India or in Abroad.

11. It is to mention that none of the Member(s)/Partner(s) of the Joint Venture/Consortium/Partnership 'applied for' or 'availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years', irrespective of DRT/NCLT proceedings.

12. This Joint Venture/Consortium agreement shall be construed and Interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction of Courts in Andhra Pradesh in all matters arising there under.

13. Miscellaneous

13.1 The Joint Bidding Agreement shall be governed by laws of India.

13.2 The Member(s)/Partner(s) acknowledge and accept that this Agreement shall not be amended by the Member(s)/Partner(s) without the prior written consent of the Owner/Employer.

IN WITNESS WHEREOF THE MEMBER(S)/PARTNER(S) 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/PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND MEMBER/PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD MEMBER/PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

Witnesses:

- 1.
- 2.

Notes:

i. 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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

ii. 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 Joint Venture/Consortium Member/Partner.

iii. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India.

FINANCIAL PROPOSAL FORM

To:

Date:

The Secretary,
Tamil Nadu Electricity Regulatory Commission,
4th Floor, SIDCO Corporate office building,
Thiru.Vi.Ka.Industrial Estate, Guindy,
Chennai – 600 032.

Sir,

We, the undersigned, offer to provide the consultancy services for undertaking the following assignments in accordance with your bid Dated _____.

- (a) Prudence check and verification of Capital Cost True-up and Tariff for the 1X525 MW Tuticorin Thermal Power Project Stage IV of SEPC Power Private Limited.
- (b) Review Petition/Appeal (if any) filed in respect of Order on Capital Cost True-up and Tariff for the 525 MW Thermal Power Project of SEPC Power Private Limited that may be passed by the Commission based on this Consultancy work.

2. We hereby submit our Financial Proposals in Form - 6 for the assignment.

3. We hereby confirm that the financial proposal is unconditional. We also acknowledge that any conditions attached to financial proposal shall result in rejection of our financial proposal. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations with the Commission.

4. Each page of the proposal has been signed by the Authorized Signatory.

5. We understand that you are not bound to accept any Proposal you receive.

Encl. Form - 6 (uploaded in BoQ)

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
Name of the firm/company/consortium/institution:

Address:

FINANCIAL PROPOSAL

Particulars	Bid amount (in Rs.)
Total (A) Prudence check and verification of Capital Cost True-up and Tariff for the 1X525 MW Tuticorin Thermal Power Project Stage IV of SEPC Power Private Limited.	
Total (B) Assistance in Review Petitions on the Commission's Order on True up of Capital Cost of the 525 MW Tuticorin Thermal Power Project of SEPC Power Pvt. Ltd. (if any)	
Total (C) Assistance in Appeals against the Commission's Order on True up of Capital Cost of the 525 MW Tuticorin Thermal Power Project of SEPC Power Pvt. Ltd. (if any)	
Total (A+B+C) (in figures and words)	
(i) Additional fees per day if assignment is extended beyond 12 weeks.	

Note: (i) You are requested to quote the bid amount, which shall be applicable for the assignment cited above.

(ii) The bidder should mention only the bid amount. Taxes will be paid, as applicable from time to time.

(iii) Quotes for all the three items (A,B,C) should also be mentioned separately as given above.

Authorized Signatory

Name of the firm/company/consortium/institution