

PRELIMINARY INFORMATION MEMORANDUM
&
Global Invitation for Expression of Interest
for
DISINVESTMENT OF 49% EQUITY STAKE OF
ODISHA POWER GENERATION CORPORATION LIMITED



by

DEPARTMENT OF ENERGY, GOVERNMENT OF ODISHA



(Strictly Private & Confidential)

Transaction Advisor



SBI Capital Markets Limited

Kolkata Office: 9th Floor, Jeevan Deep, 1, Middleton Street, Kolkata, West Bengal 700 071

Head Office: 202, Maker Tower 'E', Cuffe Parade, Mumbai 400 005

January, 2023

Disclaimer Notice

SBI Capital Markets Limited (“SBICAP” or “Transaction Advisor” or “Advisor”) has been retained as Advisor by Department of Energy, Govt of Odisha (“GOO”) for advising and managing the proposed disinvestment of 49 per cent equity shareholding held by GOO in Odisha Power Generation Corporation Limited (hereinafter referred to as “OPGC” or “the Company”), pursuant to work order dated December 27, 2022 and Tripartite Agreement dated January 9, 2023 (aforesaid proposed disinvestment hereinafter referred to as the “Transaction”). The sole purpose of this Preliminary Information Memorandum (hereinafter referred to as the “PIM”) is to provide the recipient with limited and selected information pertaining to the Company in deciding to submit an Expression of Interest (“EOI”) in respect of the Transaction. Unless otherwise specified, the information contained herein is as of September 30, 2022 and may be subject to material updates, revision or amendment at the sole discretion of GOO/OPGC, without requirement of prior notices to the Bidders or any other person. Neither GOO/OPGC nor the Advisor, undertake to update this PIM, and do not intend for this PIM to form the basis of an investment decision or a decision to participate in the Transaction. Interested bidders are advised to conduct their own investigation and analysis of OPGC in connection with a possible Transaction. This PIM is not intended to form the basis for any investment decision.

The PIM may include certain estimates, projections, statements, targets and forecasts with respect to the Plant/industry in which the Plant operates and these are based on the various assumptions made by the Company. Actual results may differ materially from these forward-looking statements due to various factors. You should note that past performance is not a guide for future performance of the Company. The summary of financial information has been obtained from the audited annual financial statements (unless otherwise specified) and may differ from the actual numbers to the extent of approximations or use of rounded numbers. Unless stated otherwise the industry data has not been independently verified by SBICAP, the Company, the GOO or any of their affiliates or advisors. The data used in these sources may have been reclassified by SBICAP for the purposes of presentation. The GOO, the Company, SBICAP and their respective advisors undertake no obligation to provide the recipient with access to any additional information or to update this PIM with additional information or correct any inaccuracies herein, which may become apparent. SBICAP has not independently verified any of the information and data contained herein. Neither GOO, the Company nor SBICAP (nor any of their respective affiliates, subsidiaries, advisors, and agents), (i) make any representations or warranties, express or implied, as to the accuracy, or completeness of such information and data, (ii) take any responsibility for, or will accept any liability whether direct or indirect, express or implied, contractual, tortious, statutory or otherwise, in respect of, the accuracy, completeness, authenticity, correctness and fairness of the information or for any of the opinions contained in the PIM or for any errors

or omissions or for any loss/damage be it tangible or intangible, howsoever arising, from the use of this PIM and iii) take any responsibility or accept any liability for any other written or oral communications transmitted to the recipient by or on behalf of Company or SBICAP or GOO or any of their advisors in the course of your evaluation of any transaction involving the Company. Accordingly, neither GOO, the Company, the Advisor nor any of their respective directors, officers, retainers, consultants, agents, employees or advisers take any responsibility for, or will accept any liability whether direct or indirect, express or implied, contractual, tortuous, statutory or otherwise, in respect of, the accuracy, completeness, authenticity, correctness and fairness of the information or for any of the opinions contained in the PIM or for any errors or omissions or for any loss/damage be it tangible or intangible, howsoever arising, from the use of this PIM and therefore, any liability or responsibility of the GOO, Company and the Advisor is expressly disclaimed. The views or opinions in this PIM have been expressed in good faith and are based on records/ information available as of September 30, 2022 unless otherwise specified. Any liability arising out of or in connection with this PIM, whether directly or indirectly, is hereby expressly disclaimed. Each interested bidder must conduct its own analysis of the information contained in the PIM and is advised to carry out its own investigation in relation to the Company and the Plant, and any and all matters pertinent to the Transaction and to seek its own advice from professionals in relation to entering into any agreement or arrangement relating to the Company. The interested bidder should rely on their own judgment only, in assessing business conditions and prospects of the Company.

This PIM has been delivered to you for information purposes only, without any regard to specific objectives, suitability, financial situations and needs of any particular person and does not constitute any recommendation, and should not be construed as an offer or invitation for sale or the solicitation of an offer to buy, purchase or subscribe to any securities, if any, mentioned therein, and neither this document nor anything contained herein shall form the basis of or be relied upon in connection with any agreement, arrangement, contract or commitment whatsoever. This document does not solicit any action based on the materials contained herein and is made available upon the express understanding that you will use it only for the purpose set forth above. The PIM is being made available on the understanding that the recipient agrees to, and will, keep the PIM and any information contained herein or any written or oral information made available separately in connection with the PIM confidential, and that the recipient shall, upon request by SBICAP, promptly return, without retaining any copy thereof, all such materials (including this PIM) as may be received from SBICAP and/or the Company.

All acts, deeds and things done or caused or intended to be done, by the Company and the Advisors hereunder are based on and in reliance of your acceptance of the terms and conditions of this Disclaimer.

GOO, the Company and the Advisor undertake no obligation to provide the recipient with access to additional information or to update this PIM or to correct inaccuracies herein. In no circumstances will the Advisor be responsible for any costs, losses or expenses, etc. incurred in connection with any appraisal, review or investigation in relation to the Transaction.

This PIM has been prepared by SBICAP based upon information available to the public and sources, believed to be reliable. This document has not been approved and will or may not be reviewed or approved by any statutory or any regulatory authority or any stock exchanges. This document may not be all inclusive and may not contain all of the information that the recipient may consider material.

This document and information contained herein or any part of it does not constitute or purport to constitute investment advice or recommendation that may be contained herein have not been based upon a consideration of the investment objectives, financial situation or particular needs of any specific recipient and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without the prior written approval from SBICAP.

Neither GOO, the Company, the Advisor nor any of their respective affiliates, directors, employees, agents or representatives shall be liable for any losses whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of this PIM. This PIM may contain confidential, proprietary and/or legally privileged information and it must be kept confidential by the recipient. Further, no representation or warranty, expressed or implied, is made or given by or on behalf of the Company, the Advisors or their respective affiliates, nor any person who controls it or any director, officer, employee, Advisor or agent of it, or affiliate of any such person or such persons as to the accuracy, authenticity, completeness or fairness of the information or opinions contained in this document and the Company, the Advisors and their respective affiliates and such persons do not accept any responsibility or liability for any such information or opinions and therefore, any liability or responsibility is expressly disclaimed. The logos and trademarks used in this document are owned by the respective owners and are used for representation purpose only without any explicit permission of the owners.

This PIM is divided into chapters & sub-sections only for the purpose of reading convenience. Any partial reading of this PIM may lead to inferences, which may be at divergence with the conclusions based on the entirety of this PIM. Further, by accepting a copy of this PIM, the recipient accepts the terms of this Notice, which forms an integral part of this PIM.

Note: Capitalized terms not defined shall have the same meaning ascribed to them in the Request for Expression of Interest.

TABLE OF CONTENTS

LIST OF TABLES	10
LIST OF FIGURES	11
PART A –PRELIMINARY INFORMATION MEMORANDUM.....	14
1. INTRODUCTION.....	15
2. COMPANY OVERVIEW.....	17
2.1 Introduction.....	17
2.2 Capital Structure of OPGC.....	17
2.3 Shareholding Pattern	17
2.4 Board of Directors of OPGC.....	18
2.5 Financial Overview	19
2.6 Group Overview.....	20
3. DETAILS OF OPGC.....	21
3.1 Plant Location and Connectivity	21
3.2 Land Details	22
3.3 Details of OPGC Phase I (2x210 MW).....	22
3.4 Details of OPGC Phase II (2x660 MW)	25
3.5 Equipment Details.....	28
3.6 Statutory Clearances	29
3.7 Details of Operational Performance.....	31
3.8 Human Resource Details.....	32
3.9 Future Expansion Plans.....	33
3.10 Other infrastructures.....	33
4. FINANCIAL PERFORMANCE OF OPGC.....	35
4.1 Profit and Loss Statement (Standalone)	35
4.2 Balance Sheet (Standalone)	36

4.3	Profit and Loss Statement (Consolidated)	39
4.4	Balance Sheet (Consolidated).....	40
5.	ODISHA COAL AND POWER LTD – MINE DETAILS.....	41
5.1	Background	41
5.2	Board of Directors of OCPL	42
5.3	Location & Accessibility	42
5.4	Area of the Project	42
5.5	Mine Details of OCPL	43
5.6	Mine Plan.....	43
5.7	Mine Area Break up	44
5.8	Land Use Pattern	45
5.9	Operational Performance Highlights	45
5.10	Borrowing Details:.....	48
5.11	Mode of Dispatch	48
5.12	Pending Resettlement & Rehabilitation (R&R) activities :.....	48
5.13	List of Approvals and Clearances obtained.....	49
6.	Value Drivers.....	52
6.1	Strengths	52
6.2	Opportunities	53
7.	Appendix	54
7.1	Appendix I: Audited Financial Statement of OPGC & OCPL.....	54
	PART B – REQUEST FOR EXPRESSION OF INTEREST	55
1.	Definitions	56
2.	Introduction	60
2.1	Transaction Background.....	60
2.2	Contact Details.....	61
2.3	Important Dates.....	61

2.4	Contents of EOI Request.....	61
2.5	Clarification.....	62
3.	Transaction.....	64
3.1	Salient Features of Transaction.....	64
3.2	Process for the Transaction	64
4.	Instructions To Interested Bidders	66
4.1	General Conditions	66
4.2	Amendment to EOI Request	67
4.3	Submission of Expression of Interest.....	68
4.4	Evaluation of EOI	73
4.5	Governing Law / Jurisdiction	73
5.	Eligibility Criteria.....	74
5.1	Eligibility Criteria	74
5.2	Formation of SPV.....	87
5.3	Other Terms and Conditions	91
6.	Disqualification.....	95
7.	Annexures.....	99
	Annexure 1: Format for Letter of EOI	99
	Annexure 1A - Undertaking in Relation to Ultimate Beneficial Ownership	108
	Annexure 2: Form A (forming an integral part of the EOI).....	109
	Annexure 3: General Power of Attorney	116
	Annexure 4: Power of Attorney in favour of Lead Member	119
	Annexure 5: Format for Consortium Agreement (In case IB is a Consortium)	122
	Annexure 6: Confidentiality Undertaking.....	128
	Annexure 7: Format of Affidavit.....	140
	Annexure 8: Declaration / Disclosure on order/ pending investigation /proceedings by any Court/ regulatory authority	142

Annexure 9: Advertisement	144
Annexure 10: Undertaking by Parent.....	145
Annexure 11: Certificate of Shareholding Pattern.....	147
Annexure 12: Certificate of Eligibility for Participation in the Transaction	148
Annexure 13: Certificate of Fulfilment of Financial Criteria.....	149
Annexure 14: Certificate of Fulfilment of Technical Criteria.....	152

LIST OF TABLES

Part A: PRELIMINARY INFORMATION MEMORANDUM

Table 2-1: Capital structure and shareholding pattern of OPGC.....	17
Table 2-2: Shareholding pattern of OPGC.....	17
Table 2-3: Brief Profile of Board of Directors of OPGC (as on December 31, 2022).....	18
Table 2-4: Key financial indicators of OPGC.....	19
Table 3-1: Major Equipment of OPGC Phase I.....	28
Table 3-2: Major Equipment of OPGC Phase II.....	28
Table 3-3: Pending Construction work for OPGC.....	28
Table 3-4: List of Approvals and Clearances of OPGC.....	29
Table 3-5: Operational Parameters of OPGC Phase I.....	31
Table 3-6: Operational Parameters of OPGC Phase II.....	31
Table 3-7: Coal Consumed by OPGC.....	32
Table 3-8: Secondary Oil Consumed by OPGC.....	32
Table 3-9: Human Resource Details of OPGC.....	32
Table 3-10: Mini Hydel Projects of OPGC.....	33
Table 4-1: P&L (Standalone) – OPGC.....	35
Table 4-2: Balance Sheet (Standalone) - OPGC.....	36
Table 4-3: Fund based outstanding position of OPGC as on December 31, 2022.....	36
Table 4-4: Non-Fund based outstanding position of OPGC as on December 31, 2022.....	37
Table 4-5: Contingent Liabilities of OPGC as on Sept 30, 2022.....	38
Table 4-6: Summary of Contractor Claims.....	38
Table 4-7: P&L (Consolidated) – OPGC.....	39
Table 4-8: Balance Sheet (Consolidated) - OPGC.....	40
Table 5-1: Board of Director and KMP for OCPL.....	42
Table 5-2: Mine Details of OCPL Mine.....	43
Table 5-3: Mining plan of OCPL Mine.....	44
Table 5-4: Mine Area Breakup of OCPL Mine.....	44
Table 5-5: Land Use of OCPL Mine.....	45
Table 5-6: Operational Performance of OCPL.....	45
Table 5-7: Borrowing Details of OCPL.....	48

Table 5-8: Mine Area Breakup of OCPL Mine49

PART B – REQUEST FOR EXPRESSION OF INTEREST

Table 2-1: Important Dates61

Table 5-1: Illustrative Example 1: Consortium members and eligibility criteria80

Table 5-2: Illustrative Example 2: Consortium members and eligibility criteria81

Table 5-3: Illustrative Example 3: Consortium members and eligibility criteria82

Table 5-4: Illustrative Example 4: Consortium members and eligibility criteria83

Table 5-5: Illustrative Example 5: Sole Interested Bidder and eligibility criteria84

Table 5-6: Illustrative Example 6: Sole Interested Bidder and eligibility criteria85

Table 5-7: Illustrative Example 6: Sole Interested Bidder and eligibility criteria86

LIST OF FIGURES

Part A: PRELIMINARY INFORMATION MEMORANDUM

Figure 2-1: Group Overview of OPGC, OCPL.....20

Figure 3-1: Location of OPGC Plant21

PART B – REQUEST FOR EXPRESSION OF INTEREST

Figure 5-1: Diagrammatic Scheme for Sole Bidder SPV Formation.....88

Figure 5-2: Diagrammatic Scheme for Consortium SPV Formation90

Figure 7-1: Notification 144

ABBREVIATIONS

AES	AES Corporation, USA
AIF	Alternative Investment Fund
BTG	Boiler Turbine Generator
BOP	Balance of Plant
CIM	Confidential Information Memorandum
CMPDI/CMPDIL	Central Mine Planning and Design Institute
CWIP	Capital work in progress
DIN	Director Identification Number
DPR	Detailed Project Report
EBITDA	Earnings before Interest Tax Depreciation and Amortization
FGD	Flue Gas Desulphurization
FSA	Fuel Supply Agreement
GoI	Government of India
GOO	Government of Odisha
GRIDCO	GRIDCO Ltd
IB	Interested Bidder
Kwh	Kilowatt Hour
LA	Legal Advisor
MCL	Mahanadi Coalfields Ltd
MoEF	Ministry of Environment and Forest
MGR	Merry Go Round Railway Siding
MT	Metric Tonne
MTPA	Metric Tonne Per Annum
MU	Million units
MW	Megawatt
OCPL	Odisha Coal and Power Ltd
OHPC	Odisha Hydro Power Corporation Ltd
OPGC	Odisha Power Generation Corporation Ltd
PAN	Permanent Account Number
PAT	Profit after Tax
PBDT	Profit before Depreciation and Tax
PBDIT	Profit before Depreciation, Interest, and Tax
PFC	Power Finance Corporation
PIM	Preliminary Information Memorandum
PGCIL	Power Grid Corporation of India Ltd
PPA	Power Purchase Agreement
REC	REC Ltd
R&M	Renovation & Modernisation
Rs.	Indian Rupees
YTD	Year To Date

IMPORTANT NOTICE

Odisha Power Generation Corporation Limited (“**OPGC**” or “the **Company**”) was incorporated on November 14, 1984 with the main objective of establishing, operating & maintaining thermal power generating stations. OPGC has an operational capacity of 1,740 MW as on 31.12.2022 with Phase I (Unit 1 and 2) of 2 x 210 MW and Phase II (Unit 3 and 4) of 2 x 660 MW capacity. OPGC is currently held 100% by Government of Odisha as on 31.12.2022.

The Department of Energy, Government of Odisha decided (GOO) has decided for disinvestment of 49% equity shareholding of OPGC which is currently held by GOO to a technically and financially capable buyer, identified through a two-stage procedure.

This Preliminary Information Memorandum (PIM) and Request for Expression of Interest (EOI Request) has been prepared for providing information about the Company and the Transaction to the Interested Bidders and inviting Expressions of Interest from Interested Bidders for the disinvestment of 49% equity shareholding of OPGC.

This document has been divided into 2 parts:

- **Part A:** Preliminary Information Memorandum
- **Part B:** Request for Expression of Interest

The Preliminary Information Memorandum (“**PIM**”) and Request for Expression of Interest (“**EOI Request**”) are available for downloading from websites of OPGC at www.opgc.co.in, Department of Energy, Government of Odisha at www.energy.odisha.gov.in and Transaction Advisor at www.sbicaps.com.

PART A –PRELIMINARY INFORMATION MEMORANDUM

1. INTRODUCTION

Odisha Power Generation Corporation Limited (“OPGC” or “Company”) was incorporated on November 14, 1984 as a wholly owned Government Company of the State of Odisha with the main objective of establishing, operating & maintaining thermal power generating stations. As on date, OPGC has an operational capacity of 1,740 MW with Phase I (Unit 1 and 2) of 2 x 210 MW and Phase II (Unit 3 and 4) of 2 x 660 MW capacity. As on December 31, 2022, OPGC is 100% owned by Govt of Odisha

In FY 22, the Company was able to generate 2,956 MUs with PLF of 80.34% from Phase I and 7,237 MUs with PLF of 62.58% from Phase II. Till December 31, 2022 (FY 2023 YTD), the Company was able to generate ~2,010 MUs with PLF of ~72.50% from Phase 1 and ~6,715 MUs with PLF of 77.08%. The Company has achieved turnover of ~Rs 2,852 Crore with EBITDA of ~Rs 887 Crore in FY 2022. EBITDA margin for FY 2022 has been ~31%. As per half-yearly FY 2023 financial, the Company has achieved turnover of ~Rs.1,762 cr with EBITDA of ~Rs.696 cr. As on 30.09.2022, the Net Worth of the Company stands at ~Rs.3,056 cr.

OPGC’s Phase I comprising of Unit 1 and Unit 2 having total generation capacity of 420 MW (2x210 MW). The first unit of OPGC commenced operations in December 1994 while the second unit commencing operations in June 1996. The Company has a PPA with GRIDCO Ltd (GRIDCO) for Phase I of the plant for 100% offtake of the power generated, and the same is valid up to June, 2026 as per terms of the Bulk Power Supply Agreement entered into between OPGC and GRIDCO dated 13th August 1996 and further amended by Supplemental Agreement dated 19th December 2012. The Company appointed a consultant for preparing a Detailed Project Report (DPR) to explore the possibility of extension of Phase 1 plant life beyond June 2026. As per the findings of the DPR, a Renovation & Modernisation (R&M) plan was recommended which broadly includes the following:

- (i) Improvement in PLF and the reduction in Station Heat Rate;
- (ii) Reduction in Auxiliary Power Consumption; and
- (iii) Reduction in Specific Oil Consumption

Further, it was envisaged that on implementation of the R&M plan, Phase 1’s life would be extended by 15 years beyond June 2026. The same is being evaluated by OPGC management.

OPGC procures coal for Phase I (Unit 1 and 2) through Coal Supply Agreement with Mahanadi Coal Fields Limited (MCL) wherein coal is supplied from Lakhanpur Coal mines through a dedicated Merry Go Round (MGR) railway network. The Coal Supply Agreement is for supply of

2.7 MMT of Coal per year and this arrangement is valid till end of FY 2029. Coal requirement of Phase II (Unit 3 & 4) is being met from the captive coal blocks managed by Odisha Coal and Power Limited (OCPL). OCPL was incorporated in the year 2015. As on December 31, 2022, OPGC and GOO holds 51% and 49% of OCPL's shareholding. OCPL is engaged in mining and extraction of coal for supplying it to the thermal power plants of OPGC. OCPL has been allocated with two contiguous coal blocks, namely Manoharpur and Dip-side of Manoharpur by Ministry of Coal, Government of India. The coal blocks are located in IB Valley coalfield in Sundargarh District, Odisha.

OPGC has 100% Power Purchase Agreements (PPA) with GRIDCO for Phase I valid till 30.06.2026. For Phase II, OPGC has PPA with GRIDCO and as per its terms 75% of power is being purchased by GRIDCO under long term PPA and the balance 25% is being sold in open market by GRIDCO till 31.03.2023. From April 2023 onwards, 100% of the power to be directly sold to GRIDCO for a period of 25 years under long term PPA.

OPGC is contemplating expansion of its present capacity through implementation of Phase III by installing Units 5 & 6 having capacity of 660 MW each. OCPL has extractable reserve of 636 Million Metric Tonnes (MMT) and its peak rated capacity is 16 MMT per year, which is sufficient to meet the requirement of 4x660 MW units for more than 40 years. Common Infrastructure, Land for expansion of plant and the Merry Go Round (MGR) system are in the possession of OPGC.

The Company's authorized capital as on September 30, 2022 is Rs. 3,000 Crore (3,00,00,000 equity shares of Rs. 1,000.00 each), issued and subscribed capital is Rs. 2,029.49 Crore (2,02,94,974 shares of Rs. 1,000.00 each) and paid up share capital is 2,029.49 Crore (2,02,94,974 shares of Rs. 1,000.00 each). As on December 31, 2022, GOO is holding 100% shareholding of OPGC.

The Department of Energy, GOO has decided for disinvestment of 49% equity shareholding of OPGC which is currently held by GOO to a technically and financially capable buyer, identified through a two-stage procedure.

This Preliminary Information Memorandum (PIM) has been prepared with the purpose of providing information regarding OPGC and solicit Expression(s) of Interest from Interested Bidders for sale of 49% stake in the Company.

2. COMPANY OVERVIEW

2.1 Introduction

OPGC was incorporated on November 14, 1984 with the main objective of establishing, operating & maintaining thermal power generating stations. OPGC first had set up 2 x 210 MW (Phase I) thermal power station at Banaharpalli (IB Thermal Power Station) in the district of Jharsuguda (Odisha). The first unit of Phase I commenced operations in 1994 while the second unit of Phase I commenced operations in 1996. OPGC thereafter expanded Phase II (Unit 3 and 4) of 660 MW each (total capacity of 1320 MW Phase II) in the vicinity of the existing plant. Unit 3 commenced commercial operations in July 2019 and Unit 4 achieved commercial operations in August 2019. OPGC currently is a 100% Government of Odisha (GOO) owned company. Presently, OPGC is contemplating expansion of its present capacity through implementation of Phase III by installing Units 5 & 6 having capacity of 660 MW each.

2.2 Capital Structure of OPGC

The Capital Structure of OPGC, as on September 30, 2022, is given below:-

Table 2-1: Capital structure and shareholding pattern of OPGC

Particulars	Amount (Rs. Crore)
Authorized capital	
3,00,00,000 equity shares of Rs. 1,000/- each	3,000.00
Issued & Subscribed Capital	
2,02,94,974 equity shares of Rs.1,000/- each	2,029.49
Paid Up Capital	
2,02,94,974 equity shares of Rs.1,000/- each	2,029.49

Source: Audited FY 2023 Half-Yearly Financials of the Company

Note: Share Application money received from GOO - Rs.38 Cr on 31st December 2022

2.3 Shareholding Pattern

The Shareholding Pattern of OPGC, as on December 31, 2022, is given below:-

Table 2-2: Shareholding pattern of OPGC

Particulars	No of Shares held	% of holding	Amount (Rs. Crore)
Governor of Odisha	2,02,94,974	100.00	2,029.49
TOTAL	2,02,94,974	100.00	2,029.49

Source: Company

Brief History of OPGC

In 1999, as a part of the restructuring of the power sector in the state, the GOO divested 49% of its equity in OPGC to AES Corporation, USA (“AES”). AES was holding the 49% till 2020. In September 2020, AES offered to sale its stake to a separate entity. Based on the terms of the Shareholders' Agreement (SHA) between GOO and AES, GOO decided to exercise its Right of First Refusal (RoFR) by acquiring the 49% stake in OPGC. Based on the decision of the Government, Odisha Hydro Power Corporation (“OHPC”) as nominee of GOO acquired the 49% stake offered by AES. The acquisition was completed in December 2020.

In FY 2022, OPGC further issued 20,70,000 equity shares of Rs 1,000 each at par in favour of the Governor of Odisha amounting to Rs 207 Crore. Thus on March 31 2022, the stake of OHPC has been reduced to 44% and the stake of GOO has increased to 56% in OPGC. Presently in FY 2023, GOO has acquired the shareholding of OHPC pursuant to the Share Purchase Agreement (SPA) executed on December 26, 2022. As on December 31, 2022, OPGC is wholly owned by GOO.

2.4 Board of Directors of OPGC

The Board of Directors of OPGC comprised the following members:

Table 2-3: Brief Profile of Board of Directors of OPGC (as on December 31, 2022)

Name of Director/ KMP	Designation	DIN	PAN	Age (in years)	Educational Background and years of experience
Mr. Nikunja Bihari Dhal, IAS	Chairman	01710101	ABRPD7060M	53	M.TECH, IAS, RR 1993
Mr. Prasanta Kumar Mohapatra	Managing Director	07800722	AHNPM5452E	63	B.Sc, ENGG. (MECH.)
Mr. Sariputta Mishra	Director, OPGC	02791739	ABDPM8880A	59	B.Sc, ENGG. (MINING)
Mr. Manas Ranjan Rout	Director (Operation)	09206773	AAUPR1539B	57	B.Sc, ENGG. (MECH.)
Mr. Yudhisthir Nayak, IAS	Director (Nominee Govt of Odisha)	08569358	AAVPN0502D		
Mr. Hrudaya Kamal Jena, OAS	Director (Nominee Govt of Odisha)	09235054	AGJJP3294L	43	

Source: Company

2.5 Financial Overview

Key financial indicators of OPGC (standalone) for the past 5 years ended March 31, 2022 and HY months ended 30.09.2022 are provided below.

Table 2-4: Key financial indicators of OPGC

Rs. Crore

Particulars	FY 2018 (Aud.)	FY 2019 (Aud.)	FY 2020 (Aud.)	FY 2021 (Aud.)	FY 2022 (Aud.)	HY FY 2023
Sales	597	863	1,624	2,378	2,852	1,762
<i>Sales Growth</i>	-17.23%	44.44%	88.14%	46.47%	19.93%	
Expenses	579	594	1,180	1,591	1,965	1,066
EBITDA	18	269	443	787	887	696
<i>EBITDA%</i>	3.04%	31.14%	27.29%	33.11%	31.09%	
Finance Cost	0	0	467	723	734	354
Depreciation	25	21	210	311	302	151
Other Income	16	25	20	15	15	14
PBT	9	272	-213	-231	-134	221
Tax	4	100	-72	-40	-31	57
PAT	5	171	-142	-191	-103	164
<i>PAT%</i>	0.80%	19.87%	-8.72%	-8.01%	-3.59%	
Paid Up Capital	1,580	1,822	1,822	1,822	2,029	2,029
Reserves & Surplus	1,133	1,300	1,157	968	862	1,026
Net Worth	2,713	3,122	2,979	2,790	2,892	3,056
Non-Current Borrowings	5,480	6,882	7,181	7,056	6,518	6,328
Total Non-Current Liabilities	5,557	6,966	7,255	7,126	6,592	6,402
Short Term Borrowing	-	-	205	831	1,492	1,417
Trade Payables (Current)	36	48	57	115	164	199
Other Financial Liabilities	619	457	824	351	346	316
Total Current Liabilities	728	611	1,120	1,335	2,106	2,055
Net Block+CWIP	7,869	9,415	9,814	9,778	9,865	9,748
Inventory	44	59	130	142	212	209
Trade Receivables (Current)	99	348	469	453	570	605

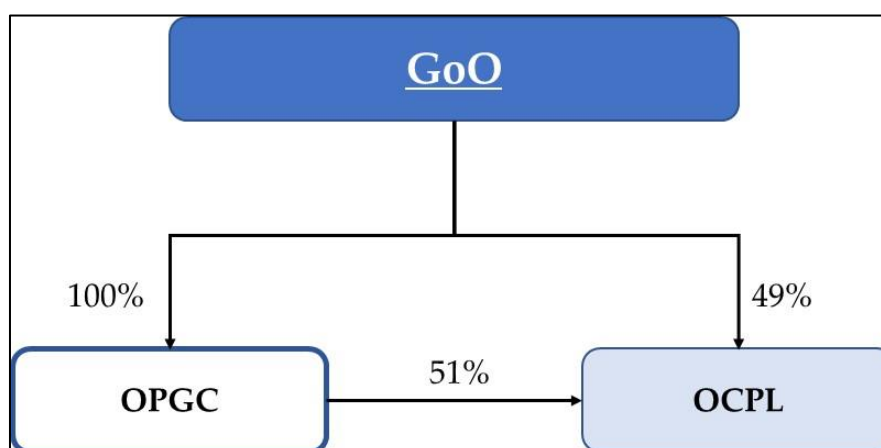
Particulars	FY 2018 (Aud.)	FY 2019 (Aud.)	FY 2020 (Aud.)	FY 2021 (Aud.)	FY 2022 (Aud.)	HY FY 2023
Cash & Bank	493	332	184	110	223	182
Total Current Assets	682	837	895	810	1,077	1,145

Source: Audited Annual Reports and Unaudited FY 2023 Half-Yearly report

Note: Please refer to the financial results uploaded at www.opgc.co.in for further details.

2.6 Group Overview

Figure 2-1: Group Overview of OPGC, OCPL



Further details about OPGC and OCPL are provided in subsequent sections.

3. DETAILS OF OPGC

3.1 Plant Location and Connectivity

OPGC's plant is located at Ib Thermal Power Station, Banharpali, Jharsuguda, Odisha-768234. The plant is in proximity to the coal block owned by its joint venture company (JV) namely Odisha Coal and Power Ltd ("OCPL"). It is located at a distance of:

- i. Around 20kms from Belapahar Railway Station
- ii. Around 44 kms from Jharsuguda Airport

The location of the plant is as follows:

Figure 3-1: Location of OPGC Plant



Source: DPR prepared by Development Consultants Pot Ltd

3.2 Land Details

Following is a snapshot of the land area of the OPGC's thermal power Plant:

Sl. No.	Description	Pvt. Land (acres)	Govt. Land (acres)	Forest land (acres)	Total (acres)
1	Total Ib Thermal Power Station	502.75	827.71	609.80	1,940.26
2	Hydrogen Plant	-	12.50	-	12.50
3	MGR Rail Line (unit- 3 & 4)	206.54	103.23	428.09	737.86
4	MCL (Lakhanpur, Ib Valley & Orient area) Lease land	92.27	59.30	113.76	265.33
5	Pending land- MGR	-	0.77*	-	0.77
6	Ash Pond - Tilia	273.25	83.95	-	357.20
7	Ash Pipe Corridor (Unit 3 & 4)	-	68.47	-	68.47
	TOTAL	1,074.81	1,155.93	1,151.65	3,382.39

* Land already under use

3.3 Details of OPGC Phase I (2x210 MW)

OPGC as its maiden venture had set up two units of 210 MW thermal power station at Banaharpalli (IB Thermal Power Station) in the district of Jharsuguda (Odisha) in December 1994 (unit 1) and June 1996 (unit 2). Phase I was commissioned at a total cost of Rs. 1,135 crores with an equity contribution of Rs. 525 Crore.

The below write up regarding the plant facilities of OPGC Phase I is as per the information provided by the Company.

3.3.1 Boiler Turbine Generator (BTG)

Two units of 210MW Turbine Generator Sets fed by steam from pulverized coal fired boiler having subcritical steam parameters.

- The Steam turbine 210MW capacity is of Kraft Werk Union (KWU-Germany) design and supplied by BHEL. The turbine is condensing, tandem compounded, horizontal, reheat type, single shaft machine. It has got separate high pressure, intermediate and low-pressure parts. The HP part is a single cylinder, single flow with 25 reaction stages, Double flow IP turbine with 20 reaction stages per flow and Double flow LP turbines with 8 reaction stages per flow. The turbine rotors are rigidly coupled with each other and with generator rotor. The turbine is designed for main stream inlet parameters of around 147.1 Kg/cm² (a) pressure and 543°C (±5°C) temperature, reheat steam temperature of 543°C (±5°C) at IP turbine inlet with

design exhausting condenser pressure 0.93ksc and design condenser cooling water temperature of 32°C.

- The electric **Generator** is BHEL make, three-phase, directly coupled, two-pole machine capable of generating 210 MW at generator terminals after meeting power requirement for excitation at a power factor 0.85 (lag). The generator would deliver power at 15.75 KV, 3 pH, 50 Hz with short circuit ratio not less than 0.49. The static excitation system is with brush and having DAVR control.
- The Steam Generator/ Boiler is BHEL (C.E. Design) make, subcritical steam generator units, pulverized coal fired, balanced draft, single reheat, natural circulation, single drum, dry bottom type with capacity of appx 690TPH.

3.3.2 Balance of Plant

- **Coal Handling System:** Coal handling facility, which comprises of unloading from BOBRN wagons and stacking by stacker and reclaimers in the coal yard. Coal is finally transported to the boiler area through conveyors and fed to the bunker level conveyors. System capacity considered is 2000 TPH.
- **Ash Disposal System:** Bottom and fly ash is extracted in lean slurry form and is transported to the Ash Pond in lean slurry form without causing damage to the environment. There are four ash slurry disposal series with four pumps in each series for discharging ash in ash pond located at a distance of about 6Kms.
- **Cooling System:** Semi-open recirculating condenser cooling system with wet-type Induced Draft RCC (fill) Counter Flow Cooling Towers.

3.3.3 Ash Pond

There are three ash ponds in OPGC I named as ash ponds A, B & C. Ash Pond B is exhausted and has been capped. Ash pond C and A are in service but, ash pond A is about to get exhausted. The life of Ash Pond C is likely to get exhausted by December 2024.

3.3.4 Merry Go Round Railway

For OPGC I, there is an FSA with MCL (Mahanadi Coal Field Ltd.). OPGC has constructed a siding at Lakhanpur Coal mines of MCL (Chharla siding) and the coal from the mines is transported to the siding and loaded on to the MGR rakes of OPGC by MCL and from there on it is moved to the plant by using the Merry-Go-Round system owned by OPGC.

3.3.5 Power Purchase Agreement (PPA)

PPA dated 13th August 1996 was executed between OPGC and GRIDCO and came into force w.e.f 01.01.1995. GRIDCO has agreed to receive full quantum of power generated from the two units of

210 MW each at IB Thermal Power Stations (ITPS) of OPGC at the outgoing terminals of 220 KV lines switchgear at ITPS. **The existing terms of the PPA are valid till 30.06.2026.**

As per information provided by the Company, Phase I does not meet the latest Emission Norms unless FGD is installed. The timeline allowed as per the guidelines of Ministry of Environment, Forest and Climate Change (MOEFCC) for setting up FGD is till December 2027. OPGC has initiated the activities for installing FGD plant. In addition to it, OPGC is also considering Renovation & Modernisation (R&M) of its existing Phase 1 plant infrastructure for extension of plant life by 15 years beyond June 30, 2026. Towards the same, the feasibility study including DPR (detailed project report) and RFP preparation has been completed. The proposal for execution of R&M project including FGD retrofit with extension of PPA by 15 years beyond 30th June 2026 (present PPA expiry period) is approved by OERC. The tender process for selection of vendor to implement FGD project and methodology to select the vendors for R&M work are in process. Coal for Phase I beyond 31st March 2029 is expected to be secured from OCPL Mines for which application process has been initiated.

3.3.6 Sources of Water

Water allocated from the Hirakud Reservoir by the Department of Water Resources (DOWR) for supply of water of 12.26 cusec. OPGC has executed the water supply agreement with Department of Water Resources, GOO in March 2017. At present though the agreement for drawal of water has expired, there is no bottlenecks in the drawal of water and payment against the same. The Company is in process of renewing the same. The Company is paying the bill regularly and maintaining a bank draft of amount equivalent to water charges of 3 months and a bank guarantee equal to water charges of 9 months as a security deposit in advance with DOWR.

3.3.7 Sources of Coal

OPGC has entered into an agreement with Mahanadi Coal Fields Limited (MCL) for Supply of Coal. As per the agreement, MCL shall supply 2.7 MMT of Coal p.a year till March 31, 2029. The grade of coal is G14. The coal for OPGC Phase 1 is being transported from Chharla siding of MCL by MGR system owned by OPGC for a distance of about 11 KM.

3.3.8 Sources of Secondary oil

Currently, the plant is using only LDO which is received by road tankers and subsequently stored in tanks for use in the boilers. OPGC has agreement with Indian Oil Corporation Ltd (“IOCL”) for supply of secondary oil from Vizag Terminal

3.3.9 Power Evacuation

Power generated from the Phase I is evacuated through four numbers of 200KV Line (Ib-Budipadar line-1, Line-2, Line-3 & Line-4)

3.4 Details of OPGC Phase II (2x660 MW)

OPGC initiated capacity expansion in FY 2007-08 by two more additional units of 660 MW each. The construction commenced in March 2014. The total cost of the projects as approved by the board of OPGC is ~Rs. 11,150 Crore with an equity contribution of 25%. The Debt of 75% is shared equally between Power Finance Corporation Ltd (PFC) and REC Ltd. Unit 3 achieved COD on 3rd July 2019 and Unit 4 achieved COD on 21st August 2019.

3.4.1 Boiler Turbine Generator (BTG)

Two units of 660MW Turbine Generator Sets fed by steam from pulverized coal fired boiler having supercritical steam parameters.

- The **Steam turbine** is BHEL/Siemens make, multi-stage, multi-cylinder, tandem compound, single reheat, condensing type machine operating at 3000 rpm with minimum seven (7) uncontrolled extractions for regenerative feed heating. The turbine is designed for main stream inlet parameters of around 247 Kg/cm² (a) pressure and 565°C (±5°C) temperature, reheat steam temperature of 593°C (±5°C) at IP turbine inlet with design exhausting condenser pressure 0.1015(ata) and design condenser cooling water temperature of 33°C.
- The electric Generator is BHEL/Siemens make, three-phase, directly coupled, two-pole machine capable of generating 660 MW at generator terminals after meeting power requirement for excitation at a power factor 0.85 (lag). The generator would deliver power at 21 KV, 3 pH, 50 Hz with short circuit ratio not less than 0.48.
- The Steam Generator/ Boiler is BHEL make, supercritical once-through steam generator units, pulverized coal fired, balanced draft, single reheat, dry bottom type, two pass arrangement with capacity of appx 2100 TPH.

3.4.2 Balance of Plant

- **Coal Handling System:** Coal handling facility, comprises of unloading from railway wagons and stacking by stacker and declaimer in the coal yard. Coal is transported to the boiler area through conveyors and fed to the bunker level conveyors. System capacity considered is 3000 TPH.
- **Ash Disposal System:** As per the DPR of Phase II, the dry fly ash from the silos will be used for fly ash brick manufacturing; lightweight aggregates manufacturing, cement

admixtures etc. In the event of disruption in off take of fly ash from the plant, unutilized fly ash will be disposed through High Concentration Slurry Disposal (HCSD) system. Fly Ash will also be progressively back filled into Manoharpur mines which is the owned by OCPL and any other mines which will be obtained from MCL

Presently, Bottom ash is extracted in lean slurry form and transported to the Ash pond in lean slurry form without causing damage to the environment. Fly ash from the power plant is evacuated in dry form and disposed through HCSD system to the Ash Pond of Units 3 & 4 (for first five years) and later on, it is planned to be transported to mine for mixing with OB and backfilling.

- **Cooling System:** Semi-open recirculating condenser cooling system with wet-type Induced Draft RCC Counter Flow Cooling Towers.

3.4.3 Ash Pond

There are two ash ponds (Phase I & II) located at a distance of 14kms from the plant site. The location of the ash pond area is known as Tilia. For bottom ash disposal, there are two series with five pumps in each series. For fly ash disposal, there are three HCSD pumps with three ash disposal lines.

3.4.4 Flue Gas Desulphurization (FGD) plant

OPGC conducted the tendering for FGD plant through a domestic competitive bidding. Price discovery was done through reverse e-auction approach. On conclusion of the bidding process, Letter of Intent (LOI) has been issued in favour M/s ISGEC on March 2020. Estimated project cost is ~Rs.1,086 cr.

3.4.5 Merry Go Round Railway

Coal from OCPL mines located at Manoharpur & Dip-side Manoharpur (47kms away from the plant) is transported by using the MGR Rail system owned by OPGC and unloaded at the plant site at track hoppers of OPGC Phase 2.

There are seven LOCO Engines and 170 (145 in place and 25 under procurement) BOBRN wagons for transportation of Coal. MGR system is managed by OPGC O&M team.

3.4.6 PPA

OPGC has a PPA with GRIDCO for the Phase II and as per its terms 75 % of the capacity i.e 990 MW (75 % of 1320 MW) would be sold to GRIDCO from the date of commencement till 31st March'2023 and thereafter from 1st April 2023 onwards 100% of the capacity would be sold to GRIDCO for a period of 25 years. For the balance 25% till 31st March 2023, PPA has been entered

through a supplementary agreement executed in Jan'2019 between GRIDCO and OPGC whereby such capacity are being sold in short term market through GRIDCO till 31st March 2023.

3.4.7 Sources of Water

Water requirement for Phase II is estimated at 4100 cu.m/hr . Hirakud Reservoir has been allocated by DOWR for supply of water of 40.72 cusec. OPGC has executed the water supply agreement with DOWR, GOO in March 2017. At present the agreement for drawal of water has expired. The Company is in process of renewing the same. However, the Company is paying the bill regularly and maintaining a bank draft of amount equivalent to water charges of 3 months and a bank guarantee equal to water charges of 9 months as a security deposit in advance

The length of the intake channel is around 5.6 km.

3.4.8 Sources of Coal

Coal for Phase II is being supplied from Manoharpur and Dip-side Manoharpur coal blocks by Ministry of Coal, Government of India, in Ib Valley area with net Geological Reserve of 978.4 million tonnes and extractable reserve of 636.30 million tonnes with specified end use plants as Unit nos 3,4,5 & 6 of OPGC. The integrated Manoharpur and Dip side of Manoharpur coal mine is having a life of 44years with a Peak Rated Capacity of 16MTPA from FY 2025-26.

Odisha Coal and Power Limited (OCPL) (a joint venture of OPGC & GOO with shareholding of 51% and 49% respectively), is allotted with the Manoharpur and Dip-side Manoharpur coal blocks. OCPL has developed the blocks and supplying coal through OPGC owned dedicated railway infrastructure. The coal for OPGC Phase II is being transported from Manoharpur siding of OCPL by MGR system for a distance of about 47 KM.

The following features in system design are adopted:

- An in-plant storage of 10 days is planned.
- The height of coal stack is contained within 10 m.
- Crushed coal of (-) 20 mm is stacked to avoid self-ignition

3.4.9 Sources of Secondary Oil

Light Diesel Oil (LDO) is to be used for cold start-up and Heavy Fuel Oil (HFO) as support fuel for flame stabilization. As per the DPR, the existing Fuel oil system of LDO for Phase 1 is adequate to meet the requirement of LDO for 2 × 660 MW units 3 & 4. Two (2) nos. HFO tanks of capacity 4000 m³ each have been installed for Phase 2. LDO and HFO is received from Vizag terminal of IOCL to the plant site by road tankers and is unloaded by using existing HFO/LDO unloading system of Phase 1. OPGC has an agreement with IOCL for supply of necessary secondary oil.

3.4.10 Power Evacuation

Presently, the power is being evacuated through the following 2 numbers of 400KV Line:

- 400kV D/C, OPTCL transmission line, in service
- 400kV D/C, PGCIL transmission line, in service

3.5 Equipment Details

List of equipment and executing agency are provided as follows:

3.5.1 Phase I

Table 3-1: Major Equipment of OPGC Phase I

Agency	Area
BHEL	Main Plant (BTG)
BHEL	Balance of Plant
i. Odisha Construction Corporation ii. BEL, iii. Ashok Bricks, Belpahar	Ash Pond (493 Acre)
BSBK, Villai	Ash water recycling system
Local contractor	Township

Source: Company

3.5.2 Phase II

Major executing agencies for Phase -II (2 X 660 MW) are as below:

Table 3-2: Major Equipment of OPGC Phase II

Agency	Area
BHEL	Main Plant (BTG)
BGRE	Balance of Plant
Larsen & Toubro Ltd	Merry Go Round (47 KM)
Shree Balajee Equipment Pvt Ltd	Ash Pond (357 Acre)
Driplex	Ash water recycling system
NCC	Township
ISGEC	FGD

Source: Company

3.5.3 Update on pending construction works

Following are the pending construction works for Phase II:

Table 3-3: Pending Construction work for OPGC

Balance of Plant (BOP)	<ul style="list-style-type: none"> -Roads & Drains -600mtr & 800 mtr. -Crains & Hoists -Roof treatment of buildings-7760 Sqmt. -Side stream filter for U3 -Part of FDA & PA system -Balance capability and PG test
Boiler Turbine Generator (BTG)	<ul style="list-style-type: none"> -Performance Guarantee test of Both units -U #3: ~70 MT Structural balance Erection (Boiler & lift Structure, Platforms, Weather Protection Structure) -U #3: ~15 MT Insulation & cladding balance -U #3: Structural Painting—40% Balance
Ash Water Recovery System (AWRS)	<ul style="list-style-type: none"> -Preparation for PG test & Full handover of AWRS system is under progress -CTBDT Commissioning

Source: Company

3.6 Statutory Clearances

Following is the list of key approvals and clearances obtained for OPGC Phase I and Phase II:

Table 3-4: List of Approvals and Clearances of OPGC

Plant	SN	Permits /License Description	Issuing Authority	Validity
OPGC-Phase I	1	Boiler No. OR-512 (Unit-1)	Asst. Director Factories & Boilers Jharsuguda	20.07.2023
	2	Boiler No. OR-516 (Unit-2)	Asst. Director Factories & Boilers Jharsuguda (Validity extension for another 1 yr. is under process)	19.08.2023
	3	Coal Storage and Consumption	Deputy Director Mines Sambalpur	05.11.2025
	4	LDO & HFO Storage	Deputy Chief Controller of Explosive BBSR.	31.12.2027
	5	MGR Diesel Storage	Deputy Chief Controller of Explosive BBSR.	31.12.2027
	6	Hydrogen Gas	Deputy Chief Controller of Explosive BBSR.	30.09.2026
	7	Chlorine Gas	Deputy Chief Controller of Explosive BBSR.	30.09.2024
	8	Factory License (Renewal)	Chief Inspector of Factories, Odisha	31.12.2022

Plant	SN	Permits /License Description	Issuing Authority	Validity
			(validity extension for another 1 yr. is under process)	
	9	Consent Order (Unit-1 & 2)	Member of secretary, State Pollution Control Board, Odisha	31.03.2023
OPGC-Phase II	1	Auxiliary Boiler	Asst. Director Factories & Boilers Jharsuguda	01.08.2023
	2	Boiler No. OD-347 (Unit-3)	Asst. Director Factories & Boilers Jharsuguda	04.11.2023
	3	Boiler No. OD-301 (Unit-4)	Asst. Director Factories & Boilers Jharsuguda	26.04.2023
	4	Coal Storage and Consumption	Deputy Director Mines Sambalpur	12.11.2023
	5	LDO & HFO Pump	Deputy Chief Controller of Explosive BBSR.	31.12.2027
	6	Hydrogen Gas (200 Nos Cylinder)	Deputy Chief Controller of Explosive BBSR.	30.09.2030
	7	Chlorine Gas (CW-16 Nos Cylinder)	Deputy Chief Controller of Explosive BBSR.	30.09.2030
	8	Chlorine Gas (RW-78 Nos Cylinder)	Deputy Chief Controller of Explosive BBSR.	30.09.2029
	9	Factory License (Renewal)	Chief Inspector of Factories, Odisha (Validity extension for another 1 yr. is under process)	31.12.2022
	10	Consent Order (Unit-3 & 4)	Member of secretary, State Pollution Control Board, Odisha	31.03.2023
	11	Consent Order (Railway Siding)	Member of secretary, State Pollution Control Board, Odisha (*Handed over to MCL)	31.03.2023
	12	Consent Order (Township)	Member of secretary, State Pollution Control Board, Odisha	31.03.2024

Source: Company

Note: The above list is indicative only. Further details will be shared to the Shortlisted Bidders in Stage II of the Transaction.

3.7 Details of Operational Performance

Following is a snapshot of major operational performance parameters of OPGC plants in last 3 financial years:

3.7.1 Operational Parameters

Table 3-5: Operational Parameters of OPGC Phase I

Year	Gross Generation (MUs)	PLF %	AUX%	SP Oil (Ml/Kwh)	Sp Coal (Kg/Kwh)
FY 2023 (till December)	2,009.815	72.5	11.83	0.448	0.905
FY 2022	2955.802	80.34	11.26	0.402	0.878
FY 2021	2609.84	70.93	11.71	0.53	0.946
FY 2020	2643.65	71.65	11.45	0.589	0.868
FY 2019	3085.45	83.86	10.74	0.385	0.831
FY 2018	2842.35	77.25	11.09	0.501	0.909

Source: Company

Table 3-6: Operational Parameters of OPGC Phase II

Year	Gross Generation (MUs)	PLF %	AUX%	SP Oil (Ml/Kwh)	Sp Coal (Kg/Kwh)
FY 2023 (till December)	6,715.22	77.08	5.62	0.14	0.707
FY 2022	7236.554	62.58	6.41	0.298	0.749
FY 2021	5967.429	51.61	6.77	0.386	0.798
FY 2020	3852.243	49.13	7.02	1.4333	0.754

Source: Company

3.7.2 Coal Consumption

Table 3-7: Coal Consumed by OPGC

Period	Coal Consumption (MT)	
	Phase I	Phase II
FY 2019-20	22,94,455	29,06,487
FY 2020-21	24,68,005	47,62,143
FY 2021-22	25,95,424	54,17,921
FY 2022-23 (till Dec 2022)	18,19,535	47,44,963

Source: Company

3.7.3 Secondary Oil Consumption

Table 3-8: Secondary Oil Consumed by OPGC

Period	Secondary Oil Consumption (KL)	
	Phase I	Phase II
FY 2019-20	1556.287	5521.229
FY 2020-21	1383.474	2294.143
FY 2021-22	1186.913	2159.79
FY 2022-23 (till Dec 2022)	901.047	940.485

Source: Company

3.8 Human Resource Details

Following are the details of Human resources in OPGC as on November 30, 2022:

Table 3-9: Human Resource Details of OPGC

Particulars	Executive	Non-Executive
Regular Executives	272	188
Project Roll Executives	33	
Outsourcing	27	32
Any Other Category	03 (Direct Contract)	
TOTAL	555	

Source: Company

3.9 Future Expansion Plans

Ministry of Coal has allocated two coal blocks namely Manoharpur and Dip-side of Manoharpur with a reserve of 636.31 Million Ton for 4x660MW units of OPGC (Unit 3,4,5 & 6). Unit 3&4 have achieved COD in July & Aug'19 respectively.

Planning for Unit 5 & 6 is in preliminary stage. Coal, water, common infrastructure including land for second MGR track is available. Utilization of power generated from Unit 5 & 6 shall be decided by OPGC in consultation with the Government of Odisha / GRIDCO.

3.10 Other infrastructures

Government of Orissa had constituted an agency named Orissa Renewable Energy Development Agency (OREDA) to carry on construction of Small Hydro stations in the state. Thereafter, the then I & P (Irrigation & Power) Dept., Govt. of Odisha decided for implementation of micro/mini-Hydel Schemes in the State of Odisha. OPGC has been authorized by the government as promoting agency for micro/mini-Hydel Projects in place of OREDA.

In view of above decision, OPGC undertook 7 (seven) Projects as below:

Table 3-10: Mini Hydel Projects of OPGC

Sl. No.	Name of the Project	Capacity
1	BADNALA	2 X 325 KW
2	HARABHANGI	2 X 1000 KW
3	BANPUR	2 X 150 KW
4	ANDHARIBHANGI	1 X 325 KW
5	BIRIBATI	2 X 325 KW
6	BARBORIA	2 X 325 KW
7	KENDUPATNA	2 X 250 KW

Source: Company

Two contractors namely M/s TEW Ltd (Triveni Engineering Works Limited, New Delhi) & M/s PPGM (Punjab Power Generation Machines Ltd, Chandigarh) were engaged on Turnkey Basis during December-1990 to construct and complete of the above projects.

Three out of the seven projects namely Kendupatna, Biribati & Andharibhangi were commissioned on 23.01.94, 20.02.94 & 26.4.2009 respectively and are now in active condition, excluding Andharibhangi, which needs a design (Gate) modification. The remaining four projects namely, Harabhangi, Badnala, Banpur and Barboria are now in inactive condition due to change of location, change of design & non-completion of civil works in time. The revival of 05 (Five)

projects is under active consideration of the OPGC management for which process has been initiated.

OPGC has already invested ~Rs.19.86 cr for seven projects and also received subsidy of ~Rs.3.38 lakhs for above six projects except Banpur from Ministry of Non-conventional Energy Sources (MNES). OPGC availed loans from IREDA for these hydel projects and the same has been fully repaid.

4. FINANCIAL PERFORMANCE OF OPGC

4.1 Profit and Loss Statement (Standalone)

Table 4-1: P&L (Standalone) – OPGC

(Rs Crore)

Particulars	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	H1 FY 2023
Sales	597	863	1,624	2,378	2,852	1,762
Sales Growth	-17.23%	44.44%	88.14%	46.47%	19.93%	
Expenses	579	594	1,180	1,591	1,965	1,066
EBITDA	18	269	443	787	887	696
EBITDA%	3.04%	31.14%	27.29%	33.11%	31.09%	
Finance Cost	0	0	467	723	734	354
Depreciation	25	21	210	311	302	151
Other Income	16	25	20	15	15	14
PBT	9	272	-213	-231	-134	221
Tax	4	100	-72	-40	-31	57
PAT	5	171	-142	-191	-103	164
PAT%	0.80%	19.87%	-8.72%	-8.01%	-3.59%	

Source: Annual Report, Audited Financials of the Company, unaudited half-yearly financials

Comments:

1. OPGC Phase II has started commercial production in FY 2020 and accordingly the topline has increased. Following is a summary of units generated :

Particulars	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	H1 FY 2023
Generation (in MU)	2,842.35	3,085.45	6,495.79	8,577.27	10,192.35	5,554.58
Sales (in MU)	2,511.80	2,738.98	5,903.08	7,864.71	9,382.03	5,149.73

Further details of Operational performance of both Phase 1 and Phase II plants are provided in Section 3.7.

2. Company has started interest servicing for the loans availed for OPGC Phase II from FY 2020 onwards. Interest expenses for Phase II loans have been capitalized upto FY 2019.

4.2 Balance Sheet (Standalone)

Table 4-2: Balance Sheet (Standalone) - OPGC

(Rs Crore)

Particulars	FY 2018 (Aud.)	FY 2019 (Aud.)	FY 2020 (Aud.)	FY 2021 (Aud.)	FY 2022 (Aud.)	HY FY 2023
Paid Up Capital	1,580	1,822	1,822	1,822	2,029	2,029
Reserves & Surplus	1,133	1,300	1,157	968	862	1,026
Net Worth	2,713	3,122	2,979	2,790	2,892	3,056
Non-Current Borrowings	5,480	6,882	7,181	7,056	6,518	6,328
Total Non-Current Liabilities	5,557	6,966	7,255	7,126	6,592	6,402
Short Term Borrowing	-	-	205	831	1,492	1,417
Trade Payables (Current)	36	48	57	122	164	199
Other Financial Liabilities	619	457	824	346	346	316
Total Current Liabilities	728	611	1,120	1,335	2,106	2,055
Net Block + CWIP	7,869	9,415	9,814	9,778	9,865	9,748
Inventory	44	59	130	142	212	209
Trade Receivables (Current)	99	348	469	453	570	605
Cash & Bank	493	332	184	110	223	182
Total Current Assets	682	837	895	810	1,077	1,145

Source: Annual Report, Audited Financials of the Company, unaudited half-yearly financials

Comments:

1. Following is updated borrowing position of OPGC as on December 31, 2022:

Table 4-3: Fund based outstanding position of OPGC as on December 31, 2022

Sl. No.	Bank / FIs	Type of Exposure	Purpose	Sanctioned (Rs Cr)	Balance (Rs Cr)	Interest Rate (%)
1	Union Bank of India	CC	Working Capital	500.00	0.49	7.70
2	Power Finance Corporation Ltd	TL	Unit 3&4 (2x660 MW) Project	4,181.25	3,313.45	8.81

Sl. No.	Bank / FIs	Type of Exposure	Purpose	Sanctioned (Rs Cr)	Balance (Rs Cr)	Interest Rate (%)
3	Power Finance Corporation Ltd	TL	Unit 3&4 Environment Retrofit Project	434.40	85.38	8.75
4	Power Finance Corporation Ltd	STL	Working Capital	250.00	228.50	6.00
5	REC Ltd	TL	Unit 3&4 (2x660 MW) Project	3,181.25	2,242.31	8.81
6	REC Ltd	TL	Unit 3&4 Environment Retrofit Project	434.40	88.64	8.7
7	REC Ltd	MTL	Working Capital	500.00	333.33	8.75
8	REC Ltd	MTL	Working Capital	250.00	200.00	6.00
9	Indian Bank	TL	Unit 3&4 (2x660 MW) Project	1,000.00	1,000.00	7.75
	TOTAL			10,731.30	7,492.10	

Source: Company

OPGC has conducted an exercise to refinance existing term loans of PFC and REC for the purpose of reduction of interest rates. Towards the same, OPGC has received Term Loan sanction letters from various PSU banks. OPGC has availed Term Loan of Rs.1,000 Cr from Indian Bank and pre-paid the same to REC on 30.12.2022. With respect to other sanctions, OPGC is in the process of availing Term Loan at reduced Rate of Interest and the process is ongoing.

Further, OPGC has received sanctions from PFC and REC for a total sum of ~Rs.1,000 cr for FGD and R&M project of OPGC Phase I. The facilities have not been drawn yet.

Table 4-4: Non-Fund based outstanding position of OPGC as on December 31, 2022

Sl. No.	Bank / FIs	Type of Exposure	Purpose	Sanctioned (Rs Cr)
1	Axis Bank Ltd.	Bank Guarantee	Security for Water charges favouring Executive Engineer, Main Dam Division, Burla	31.71
2	Union Bank of India	Bank Guarantee	Security for Transmission Charges favouring CTUIL	30.90

Sl. No.	Bank / FIs	Type of Exposure	Purpose	Sanctioned (Rs Cr)
3	Union Bank of India	Letter of Credit	Security for Railway Freight favouring SEC Railway	5.50
4	Union Bank of India	Letter of Credit	Security for Railway E-payment of Freight favouring SEC Railway	0.20
Total Non-Fund Based				68.31

Source: Company

2. Following is a snapshot of the Contingent Liabilities of OPGC as on September 30, 2022:

Table 4-5: Contingent Liabilities of OPGC as on Sept 30, 2022

Sl. No	Particulars	HY FY 23 (A)
1	Income Tax Demands	4.15
2	Indirect Tax Demands (Sales Tax)	0.16
3	Indirect Tax Demands (Service Tax)	1.48
4	Claims of Contractors and others	1,021.86
5	Outstanding Letter of credit & guarantees	46.73
6	Other Money for which the Company is contingently liable	134.56
	TOTAL	1,208.95

Source: Unaudited half-yearly financials

In addition to the abovementioned liabilities, following are the details of status of various claims of EPC contractors:

(Rs. In Cr)

Table 4-6: Summary of Contractor Claims

Sl No	EPC Contractor Name	Package	Contractor Claim amount	OPGC Claims		Remarks
				Back Charge	LD	
1	BHEL	BTG	115.67	61.63	430.00	LD Notified. Back charge disputed (Not considered as contingent liability in financial statement)

Sl No	EPC Contractor Name	Package	Contractor Claim amount	OPGC Claims		Remarks
				Back Charge	LD	
2	BGRE	BOP	217.30	92.65	245.00	1) LD Notified. 2) Contractor Claim amount includes extended stay claim of INR 125.05 Cr Back charge disputed (Not considered as contingent liability in financial statement)
3	L&T	MGR	Considered in Contingent liability table	7.23	114.22	Under ICC Arbitration
4	SBEL	Ash Pond		10.64	8.23	1) Back Charge Amount includes unadjusted advance of INR 10.39 Cr. 2) Under Arbitration
5	TWL	Supply of Wagons		-		1) LD recovered. 2) Under Arbitration
Total			332.97	172.15	797.45	
					969.60	

Source: Company

4.3 Profit and Loss Statement (Consolidated)

Table 4-7: P&L (Consolidated) – OPGC

(Rs Crore)

Particulars	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	HY FY 2023
Sales	597	863	1,624	2,378	2,852	1,762
Sales Growth	-17.23%	44.44%	88.14%	46.47%	19.94%	
Expenses	579	594	1,180	1,591	1,965	1,066
EBITDA	18	269	443	787	887	696
EBITDA%	3.04%	31.14%	27.29%	33.11%	31.09%	39.52%
Finance Cost	0	0	467	723	734	339
Depreciation	25	21	210	311	302	151
Other Income	16	25	20	15	15	14
Share of Profit/(Loss) from JV	-2	-1	-1	-1	74	320

Particulars	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	HY FY 2023
PBT	7	270	-214	-232	-60	540
Tax	4	100	-72	-40	-31	57
PAT	3	170	-143	-191	-28	483
PAT%	0.54%	19.71%	-8.78%	-8.05%	-1.00%	

Source: Annual Report, Audited Financials of the Company, unaudited half-yearly financials

4.4 Balance Sheet (Consolidated)

Table 4-8: Balance Sheet (Consolidated) - OPGC

(Rs Crore)

Particulars	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	HY FY 2023
Paid Up Capital	1,580	1,822	1,822	1,822	2,029	2,029
Reserves & Surplus	1,130	1,295	1,151	961	937	1,420
Net Worth	2,710	3,118	2,974	2,784	2,966	3,450
Non-Current Borrowings	5,480	6,883	7,181	7,056	6,518	6,328
Total Non-Current Liabilities	5,557	6,966	7,255	7,126	6,592	6,402
Short Term Borrowings	-	-	205	831	1,492	1,417
Trade Payables- (Current)	36	48	57	122	164	199
Other Financial Liabilities	619	457	824	351	346	316
Total Current Liabilities	728	611	1,120	1,335	2,106	2,055
Net Block + CWIP	7,869	9,415	9,814	9,778	9,865	9,748
Inventory	44	59	130	127	212	209
Trade Receivables-(Current)	99	348	469	453	570	605
Cash & Bank	493	332	184	110	223	182
Total Current Assets	682	837	895	795	1,077	1,145

Source: Annual Report, Audited Financials of the Company, unaudited half-yearly financials

5. ODISHA COAL AND POWER LTD – MINE DETAILS

5.1 Background

Odisha Coal and Power Limited (OCPL) is a company incorporated under the Companies Act 2013, India and is a Government Company as defined by Section 2(45) of the Companies Act, 2013. OCPL is a joint venture company of OPGC and GOO with a shareholding pattern of 51% and 49% respectively.

OCPL has been allocated with two coal blocks on 30th March, 2015, namely Manoharpur and Dip-side of Manoharpur by Ministry of Coal, Government of India. The coal blocks are located in IB Valley coalfield in Sundargarh District, Odisha. Manoharpur and Dip side of Manoharpur block are contiguous blocks having common boundary.

Initially, the Coal Block were allotted to OPGC in 2008. At the time of allocation to OPGC, Manoharpur block was fully explored and Dip side of Manoharpur block was regionally explored. The first Mining Plan was approved for Manoharpur block in August 2008. The Revised Mining Plan along with Mine Closure Plan (Revision-I) was prepared covering the latest resource data, information available and various updated concerns and issued subsequently in July 2013 to Ministry of Coal (MoC) and the same was approved in 11 December 2013.

The Supreme Court of India through its judgment dated August 25, 2014 read with its order dated September 24, 2014 (collectively the “Supreme Court judgment”) had cancelled allotment of 204 coal blocks including the Manoharpur and Dip side coal blocks allotted to OPGC. Subsequent to the Supreme Court judgment, the Coal Mines (Special provisions) Ordinance 2014 and Coal Mines (Special provisions) Second Ordinance, 2014 (collectively the “Ordinance”) were promulgated and the Coal Mines (Special Provisions) Rules, 2014 (the “Rules”) were framed for auction and allotment of all blocks which were subject to cancellation pursuant to the Supreme Court judgment. Further, the Coal Mines (Special Provisions) Act, 2015 (the “Act”) was enacted which replaced the ordinance.

OCPL was thereafter formed for allotment of the cancelled coal mines to secure coal to OPGC. OCPL applied for allotment of Manoharpur and Dip-Side Manoharpur Coal Blocks through Government dispensation route on 27th February, 2015 under the section 5(1) of the Coal Mines (Special Provisions) Act, 2015 and was declared as a successful allottee on 24th March, 2015. Thereafter, OCPL signed Allotment Agreement with the Nominated Authority, Ministry of Coal, Government of India on 30th March, 2015. The Specified End Use of the are OPGC Phase II and Phase III expansion of power plant of OPGC’s units 3,4,5,6 each of 660MW.

5.2 Board of Directors of OCPL

The list of Board of Directors of OCPL as on December 31, 2022 is as follows:

Table 5-1: Board of Director and KMP for OCPL

DIN/DPIN/PAN	Name of Director	Designation	Age (in years)	Educational Background	Beginning Date
01710101	NIKUNJA BIHARI DHAL	Chairman	20/06/1969 53 Yrs.	MTech	01/06/2020
02791739	SARIPUTTA MISHRA	Whole-time Director	21/04/1963 59 Yrs.	BE(Mining)	22/09/2022
07800722	PRASANT KUMAR MOHAPATRA	Nominee Director	02/07/1959 63 Yrs.	BTech	27/04/2021
09206773	MANASA RANJAN ROUT	Nominee Director	05/05/1964 58 Yrs	BTech, MTech (Quality Design)	27/04/2021
09355946	SAMBIT PARIJA	Nominee Director	20/01/1972 51 Yrs	BSc (Geology)	16/09/2021

Source: OCPL

5.3 Location & Accessibility

The mine is located in IB valley in Sundergarh district. Following are the connectivity details:

- Nearest Railway station – Hemgiri station is ~20 kms away
- Nearest National / State Highway / Approach road - 0.7km from Sundergarh-Hemagir BRO road Durubaga-Kanaktura-Dudka PMGSY road runs through the property and is being diverted along the periphery

5.4 Area of the Project

As per the DPR prepared by CMPDI, the Manoharpur and Dipside of Manoharpur Block cover an area of ~13.39 sq km with maximum extent of 3.8 km along east-west and 4.7 km along north-south direction.

5.5 Mine Details of OCPL

Manoharpur and Dip-Side Manoharpur Coal Blocks are integrated into one Mine of 16 MTPA Peak rated capacity. Following are the mine details of OCPL:

Table 5-2: Mine Details of OCPL Mine

Particulars	Revision-III Mining Plan (At 16 MT Cap)
Name of Mine	Manoharpur & Dip-side Manoharpur Integrated Mine
Type of Mining	Open Cast
Grade of Coal	G14
Lease Area	1781.591 Hectare (Manoharpur block land acquired under LA Act and Dip-Side block land acquired under CBA A&D Act.)
Project Area	1848.379 Hectare
Extractable Reserve	636.309 million tonne
Overburden	1747.41 Cum
Average Stripping Ratio	2.746 cum/t
Production Capacity	16 Million Ton from Year 7
Life of Mine	44 years
Mine Operator	BGR Infra,Hyderabad /contract tenure 10 years
Detailed Feasibility Report	CMPDIL has prepared Detail Project Report (DPR) for Manoharpur Coal Block only (8 MTPA PRC).Revised DPR for the Integrated Manoharpur and Dip-Side Mine (for 16 MTPA PRC) is under preparation at CMPDIL.
Project Cost	Rs 2374 Crs for 8 MTPA PRC. DPR for 16 MTPA PRC under preparation.

Source: OCPL

5.6 Mine Plan

Presently, OCPL has got approval for Mine Plan and Mine Closure Plan (Rev III) in September 2019 for peak rated capacity of 16 MTPA. As per the revised mining plan, Manoharpur and

Dipside Manoharpur is fully explored and Geological Report (GR) prepared by CMPDI is available. Following is a snapshot of the mining plan:

Table 5-3: Mining plan of OCPL Mine

Particulars	Manoharpur Coal Block	Dip-Side Coal Block
Peak Rated Capacity	16 MTPA	
Mine Operation Start Date	01 November 2018	Dip-Side Coal Block is contiguous with Manoharpur Coal Block.No independent Mining in Dip-side block is proposed in revised Mining Plan (Rev-III).
Coal Production Start Date	10 October 2019	
Coal Dispatch Start Date	14 December 2019	
Date of Commercial Operation	30.09.2021	
Production Planning	FY21: 2 MT (Pre-COD) FY22: 5 MT FY23 : 8 MT FY24: 10 MT FY25: 13 MT FY26-FY63: 16 MT FY 64: 14 MT FY65 : 8 MT (Mine Closure Period)	
Total Production Plan from COD	631 Million Ton	
Total Extraction Reserve	636.309 Million Ton	

Source: OCPL

5.7 Mine Area Break up

The following table presents the break up of mine area:

Table 5-4: Mine Area Breakup of OCPL Mine

Sl.	Land	Area inside coal mine (in Ha)	Area outside coal mine (in Ha)	Total (in Ha)
1	Private	348.746	196.201	544.947
2	Govt.	514.852	169.936	684.788
3	Forest	474.287	144.357	618.644
	Total	1337.885	510.494	1848.379

Source: Company; Mine Plan

5.8 Land Use Pattern

The below table presents the break of land usage pattern:

Table 5-5: Land Use of OCPL Mine

Sl No	Land use pattern "Ha"	Area in Ha
1	Excavation Area	1234.44
2	Topsoil Dump	10.84
3	External Dump	269.51
4	Safely Zone	16
5	Nala division	5.36
6	Road & Infrastructure area	155.166
7	Garland drain	6.77
8	Embankment	16.85
9	Green Belt	50
10	Water body	8.56
11	Undisturbed area	8.095
	Total Lease area	1781.591
12	Colony for Owner, MO and others	66.788
	Total Project area	1848.379

Source: Company; Mining Plan

Out of the abovementioned land details, the land required for operation of Manoharpur Coal block, i.e. 1067Ha, has already been acquired. Further for the dip side of Manoharpur Coal block, land acquisition is under process which are as follows:

- Section-11(1) under Coal Bearing Areas (Acquisition and Development) Act, 1957 notified on 07.09.2020.
- FC stage -I for 342.87Ha of land is at PCCF level

5.9 Operational Performance Highlights

Following is a snapshot of the extraction from OCPL mines from the beginning of FY 2019:

Table 5-6: Operational Performance of OCPL

(figures in Metric Tonne)

Month	Production	Despatch within the state				Despatch outside state	Total Despatch
		Captive	Non Captive sold (to MCL)	Non Captive sold to Others	Total		
Apr-19	0.000	0.000	0.000	0.000	0.000	0.000	0.000

Month	Production	Despatch within the state				Despatch outside state	Total Despatch
		Captive	Non Captive sold (to MCL)	Non Captive sold to Others	Total		
May-19	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Jun-19	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Jul-19	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Aug-19	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Sep-19	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Oct-19	19482.900	0.000	0.000	0.000	0.000	0.000	0.000
Nov-19	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Dec-19	94194.340	0.000	60125.020	0.000	60125.020	0.000	60125.020
Jan-20	194913.990	0.000	146526.600	0.000	146526.600	0.000	146526.600
Feb-20	149628.140	0.000	147834.500	0.000	147834.500	0.000	147834.500
Mar-20	544557.300	0.000	160623.280	0.000	160623.280	0.000	160623.280
Total FY 2020	1002776.670	0.000	515109.400	0.000	515109.400	0.000	515109.400
Apr-20	39983.570	0.000	84155.840	0.000	84155.840	0.000	84155.840
May-20	0.000	0.000	155617.880	0.000	155617.880	0.000	155617.880
Jun-20	38500.000	0.000	152302.140	0.000	152302.140	0.000	152302.140
Jul-20	102037.970	0.000	148281.870	0.000	148281.870	0.000	148281.870
Aug-20	15085.000	0.000	115464.890	0.000	115464.890	0.000	115464.890
Sep-20	87985.790	0.000	95522.930	0.000	95522.930	0.000	95522.930
Oct-20	149800.000	0.000	100867.220	0.000	100867.220	0.000	100867.220
Nov-20	155188.000	0.000	203574.460	0.000	203574.460	0.000	203574.460
Dec-20	193550.000	0.000	196932.480	0.000	196932.480	0.000	196932.480
Jan-21	295526.760	0.000	175406.300	0.000	175406.300	0.000	175406.300
Feb-21	311924.940	0.000	183095.680	0.000	183095.680	0.000	183095.680
Mar-21	611720.430	0.000	192468.970	0.000	192468.970	0.000	192468.970
Total FY 2021	2001302.460	0.000	1803690.660	0.000	1803690.660	0.000	1803690.660
Apr-21	183968.390	0.000	142193.520	0.000	142193.520	0.000	142193.520
May-21	184014.490	0.000	136006.110	0.000	136006.110	0.000	136006.110
Jun-21	144218.375	166856.570	209184.960	0.000	376041.530	0.000	376041.530
Jul-21	303652.898	410019.720	170467.270	0.000	580486.990	0.000	580486.990
Aug-21	363977.070	348952.330	129148.910	0.000	478101.240	0.000	478101.240
Sep-21	363547.315	432266.570	48733.270	0.000	480999.840	0.000	480999.840
Oct-21	600202.312	550415.960	0.000	0.000	550415.960	0.000	550415.960
Nov-21	581564.53	496157.00	0.000	0.00	496157.00	0.000	496157.00

Month	Production	Despatch within the state				Despatch outside state	Total Despatch
		Captive	Non Captive sold (to MCL)	Non Captive sold to Others	Total		
Dec-21	545746.15	439654.83	0.000	70061.90	509716.73	8475.39	518183.12
Jan-22	592933.16	435310.44	0.000	39443.08	474753.52	11524.61	486278.13
Feb-22	588883.10	486308.93	0.000	147856.94	634165.87	0.000	634165.87
Mar-22	798658.08	379266.10	0.000	297405.68	676671.78	3966.57	680638.35
Total FY 2022	5251365.87	4147415.75	835734.04	554767.60	5537917.39	23966.57	5561883.96
Apr' 22	6,83,915.03 0	4,38,608.60	Nil	3,12,664.12	7,51,272.72	2,753.47	7,51,272.72
May' 22	9,10,990	4,61,313.70	Nil	2,68,081.00	7,29,394.70	7,279.95	7,29,394.70
June' 22	7,87,349	5,27,321.50	Nil	2,43,570.22	7,70,891.72	6,000.00	7,70,891.72
July' 22	5,56,009	4,52,016.61	Nil	2,75,023.73	7,27,040.34	3,610.21	7,27,040.34
Aug' 22	6,44,406	5,06,161.60	Nil	2,89,555.98	7,95,717.58	389.79	7,95,717.58
Sep' 22	6,49,877	5,38,745.10	Nil	1,61,349.94	7,00,095.04		7,00,095.04
Oct 22	7,18,838	5,97,265.30	Nil	85,686.48	6,82,951.78		6,82,951.78
Nov 22	6,35,807	6,19,865.20	Nil	88,830.35	7,08,695.55	467.31	7,08,695.55
Dec 22	6,06,727	6,32,543.90		17,091.06	6,49,634.96		6,49,634.96
FY 2023 (YTD)	61,93,918.07	47,73,841.51		17,54,531.58	65,15,694.39	20,500.73	65,15,694.39

Source: OCPL

5.10 Borrowing Details:

Following are the borrowing details of OCPL as on 31.12.2022:

Table 5-7: Borrowing Details of OCPL

Bank / FIs	Type of Exposure	Purpose	Sanctioned Limit (Rs. Crore)	O/s Amount (Rs. Crore)	ROI (%)
Union Bank of India	Fund based	Project TL	500.00	290.93	7.35%
PNB	Fund based	Project TL	536.00	349.49	8.10%
PNB	Fund based	Project TL	296.00	9.00	7.70%
REC Ltd	Fund based	Project TL	275.30	239.99	9.42%
TOTAL			1,607.30	889.41	

Source: OCPL

5.11 Mode of Dispatch

The coal transportation arrangement to OPGC is as follows:

Coal extracted from Manoharpur Mine is dumped in Receiving Pit of CHP and from there on it is loaded on to OPGC Rakes through RLS system. Mine CHP is having over ground bunker of 30,000T capacity. OPGC has also constructed a wharf wall siding near the mine premises along the MGR line to load the coal in case of unavailability of CHP. The loaded rakes from the Mine will be transported through a 47km MGR line constructed and operated by OPGC. The MGR is integrated with Indian Railways at OPGC end.

Surplus coal beyond the requirement of OPGC linked units, is placed for e-auction sale as and when required, and auctioned quantity is lifted by consumers through road cum rail modes.

5.12 Pending Resettlement & Rehabilitation (R&R) activities :

- R&R activities in Manoharpur Coal Block is completed. Out of 419 Project Affected Families, 358 are relocated to R&R Colony and 61 opted for self-relocation.
- Mine working of Manoharpur Mine shall reach Dip-Side Coal block in 12th year of operation (FY32).
- Land acquisition notifications under CBA (A&D) Act is complete for Dip-Side Block and compensation assessment is in progress.
- There are four villages to be relocated in Dip-Side Coal Block area. The estimated numbers of Project Affected Families in dip-Side block is 361 as per Socio-Economic Survey Report,2021. Assessment of compensation to tenants is in progress. R&R colony site is identified in the acquired area of existing R&R Colony of OCPL

5.13 List of Approvals and Clearances obtained

Following is a list of key approvals and clearances obtained by OCPL:

Table 5-8: Mine Area Breakup of OCPL Mine

SN.	Permits/ Licenses Description	Issuing Authority	Date of Issue	Validity
Manoharpur Coal Mine				
1.	Mining Plan & Mine Closure Plan Revision-III (16 MTY)	Ministry of Coal	26.09.2019	
2.	Ground Water permission for R&R colony	Central Ground Water Authority	08.11.2015	Renewal in progress.
3.	Non-Mineralisation Zone	Directorate of Geology, Odisha	17.10.2015	-
4.	A. Forest Clearance to OCPL (Manoharpur Mine) -8MTY B. Forest Clearance for Dip-side Manoharpur Block forwarded to PCCF on 30.12.2022.	Ministry of Environment & Forest Clearance and Climate Change (MoEF & CC)	30.11.2015	-
5.	A. Environment Clearance to OCPL (Manoharpur Mine) -8MTY B. Environment Clearance to OCPL -16MTY pending with MoEF&CC for want of FC Stage – I of Dip-side Block.	Ministry of Environment & Forest Clearance and Climate Change (MoEF & CC)	30.12.2015	-
6.	Road Diversion Permission in favour of OCPL	Department of Rural Development, GOO	18.01.2016	-
7.	Consent to Establish for Coal Mine in favour of OCPL (8MTY)	State Pollution Control Board, Odisha	28.03.2016	Renewal in progress
8.	Consent to Establish for R&R Colony in favour of OCPL	State Pollution Control Board, Odisha	28.03.2016	-
9.	Nalla Diversion Permission in favour of OCPL	Department of Water Resources, GOO	12.04.2016	-
10.	Grant of 1.602 Cusec of water from Hirakud Dam	Department of Water Resources, GOO	27.07.2021	-

SN.	Permits/ Licenses Description	Issuing Authority	Date of Issue	Validity
11.	Rephasing of Water drawal from Hirakud Dam	Department of Water Resources, GOO	27.07.2021	
12.	Power supply permission for R&R colony Phase-I at Sukhabandh	WESCO	26.04.2016	-
13.	Site Specific Wildlife Conservation Plan	PCCF & CWW, Odisha	30.08.2016 & 4-10-21	-
14.	Environment Clearance for R&R Colony to OCPL	Forest & Environment Department, GOO	12.09.2016	-
15.	Consent to Operate for new R&R Colony of OCPL in Sukhabandh	State Pollution Control Board, Odisha	29.09.2016	31.03.2026
16.	Permanent Power drawal from NTPC	WESCO, DISCOM	16.08.2016	-
17.	Grant Order for Mining Lease Manoharpur Mine	Deptt. of Steel & Mines	31.12.2016	-
18.	Mining Lease Execution		17.05.2017	-
19.	Consent to Operate for Manoharpur coal block (8MTY)	SPCB	28.02.2018	31.03.2022
20.	Explosives License	PESO	31.05.2018	Renewal in progress.
21.	NOC for drawal of Ground Water	CGWA	19.07.2018	Renewal in progress
22.	Mine Opening Permission	CCO	28.08.2018	-
Dip-side Manoharpur Coal Mines				
1.	Grant Order for Prospecting License (PL) Deed	GOO	08.01.2016	-
2.	PL Execution & Registration		09.02.2016 & 10.02.2016	-
3.	Permission for drilling of boreholes in forest area	Forest & Environment Department, GOO	10.12.2016	-
4.	Completion of exploration & preparation of GR		19.01.2018	-
5.	Mining Plan & Mine Closure Plan (Rev-III)	Ministry of Coal	26.09.2019	

SN.	Permits/ Licenses Description	Issuing Authority	Date of Issue	Validity
6.	Site-specific Wildlife Conservation Plan	PCCF & CWW, Odisha	04.10.2021	-
7.	Garia Nalla Diversion	Recommended by Water Resources Department, Govt. of Odisha on dtd. 01.12.2022.		
8.	Mine Opening Permission	Dip-Side Block is contiguous with Manoharpur Mine		

Source: OCPL

Note: The above list is indicative only. Further details will be shared to the Shortlisted Bidders in Stage II of the Transaction.

6. VALUE DRIVERS

6.1 Strengths

- **Stability of operations through availability of power purchase agreement:** OPGC had already entered into a long-term Power Purchase Agreement (PPA) for supply of 100% of power generated with GRIDCO for Phase I in an agreement dated 13th August 1996. This Phase has never faced any issue in evacuation of power. The validity of the PPA is till FY2026. The proposal for execution of Renovation & Modernisation (R&M) project including FGD retrofit with extension of PPA by 15years beyond 30th June 2026 (present PPA expiry period) is under approval by OERC.
For Unit 3 & 4 of Phase II, through an agreement dated 20th December 2018 the Company has entered into a Long term PPA for supply of upto 75% of the power generated from the 2x660 MW units till March,2023 and 100% of the power generated from the units for 25 years thereafter. Balance 25% capacity of Phase II shall be sold in the open market till March 2023, and GRIDCO shall endeavour to procure this 25% also on best efforts basis.
- **Coal sourcing from OCPL by MGR:** OPGC has developed Manoharpur and Dip side Manoharpur coal block through its JV company OCPL. The entire coal requirement of OPGC Phase II & III will be catered by OCPL. For smooth transportation of coal from OCPL, OPGC has installed Merry Go Round (MGR) railway system along with a wharf wall siding at mines end. OCPL has constructed a state of the art CHP with 30,000T over ground bunker and Rapid Loading System having a capacity of 4000TPH to load the coal on to the rakes of OPGC.
- **Commissioning of Unit 3 & 4:** OPGC has commissioned Unit 3 & 4 having combined capacity of 2x660 MW as part of Phase II of the project. Phase II is built on super critical parameters having visibility on supply of fuel, water, secondary oil and other resources. PPA and proper evacuation systems are also in place.
- **Availability of Resources:** OPGC Phase I has FSA agreement with Mahanadi Coalfield Ltd (MCL) and it has been supplying power to GRIDCO as per the existing PPA. There has been no major issues in terms of procurement of raw materials and evacuation.

OPGC Phase II is running on coal from OCPL mines supplied to OPGC plant through MGR siding. PPA with GRIDCO is in place and evacuation has begun. OPGC has following arrangement in place for other key project requirements:

6.1 Strengths

- Agreement with Department of Water, GOO for supply of ~ 52 cusec of water for Phase I and Phase II
- Agreement with IOCL for supply of secondary fuel
- Dedicated power evacuation infrastructure with PGCIL and OPTCL
- Tie ups with reputed agencies for execution of key project related work and O&M

6.2 Opportunities

- **OPGC Phase III and coal from Integrated Manoharpur and Dipside Manoharpur coal blocks:** OPGC is planning for construction of Phase III having capacity of 2x660 MW. Coal from Integrated mine owned by OCPL having a Peak Rated Capacity of 16MTPA and life of 44years shall be used for the proposed Phase III project. Further towards Phase III, OPGC has acquired the requisite land, necessary approvals from GRIDCO has already been sought and other necessary steps have been initiated by OPGC management towards implementation of the same by FY 2030.
- **Growing domestic demand** – In India current power productions levels are not enough to meet demand. Annual demand outstrips supply by about 7.5%. Demand for electricity is expected to increase – per capita consumption of electricity is estimated to be at 1,894.70 TWh by FY22. Various reforms being undertaken by the Government are positively impacting India’s power sector. In wake of the surging domestic coal production, the country’s power sector is becoming increasingly stable. Hence, company’s future plan for executions of Phase III maybe beneficial.

7. APPENDIX

7.1 **Appendix I: Audited Financial Statement of OPGC & OCPL**

The audited financial statement of OPGC upto FY 2021-22 along with unaudited half-yearly results of FY 2023 can be accessed at the link below:

<https://www.opgc.co.in/fin/a3.asp>

The audited financials of OCPL upto FY 2021-22 along with unaudited half-yearly results of FY 2023 can be accessed at the following link:

<http://www.ocpl.org.in/Financial.asp>

PART B – REQUEST FOR EXPRESSION OF INTEREST

1. DEFINITIONS

Capitalized terms defined herein shall bear the meaning ascribed thereto in this Request for Expression of Interest (EOI Request). Additionally, in this EOI Request, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings:

“Advisors” shall refer to Transaction Advisor and Legal Advisor

“Associate Company” shall have the same meaning as defined under the Companies Act, 2013, as amended.

“Affiliate” in relation to a Person (not being a natural person), means any entity or Person, which Controls, is Controlled by, or is under the direct or indirect common Control of such Person;

“Consortium” shall refer to a group of maximum four (Four) Eligible Entities that have collectively submitted an EOI in accordance with the provisions of this EOI Request and pursuant to a consortium agreement entered into amongst them;

“Consortium Member(s)” means an Eligible Entity participating in the Transaction as part of a Consortium.

“Consortium SPV” means a Company incorporated in India by Consortium Members in the event it is designated as the Successful Bidder, as more particularly described in Clause 5.1.(3)

“Control” shall have the same meaning as assigned to it in Clause (27) of section 2 of Companies Act, 2013, as amended

“Definitive Agreements” shall mean agreements to be entered into between Government of Odisha, the Company and the Successful Bidder, and/or Parent meeting financial criteria on behalf of the Successful Bidder (in case of a Sole Bidder), SPV / Consortium SPV (as applicable) and Consortium Members, as the case may be, to effectuate the sale of 49% equity.

“Eligible Entity” shall mean the following domestic or international entity(ies), eligible to participate in this bid process and submit an EOI in response to and in accordance with this EOI Request

1. A company incorporated in India under the Indian Companies Act, 1956, or Companies Act, 2013,;
2. A company incorporated outside India;
3. A limited liability partnership under the Limited Liability Partnership Act, 2008;

4. A limited liability partnership incorporated outside India;
5. SEBI Registered Alternative Investment Funds (AIF);
6. Funds incorporated outside India, which is eligible to invest in India under the laws of India (subject to such parties obtaining all statutory approvals from GoI/FIFP/RBI etc. by themselves)

Eligible Entity mentioned in point 3 to 6 above can only bid as a part of Consortium and not as a Sole Bidder.

“**Expression of Interest or EOI**” shall mean and include any document submitted by an Interested Bidder, in response to this EOI Request, in accordance with the terms and conditions as set out herein

“**Fee**” shall mean a non -refundable fee of Rs.5 (Five) Lakhs, to be submitted by the Interested Bidder alongwith the EOI, in the form and manner prescribed in Clause 4.3. It is clarified that no Invoice/ GST Credit would be provided for the Fee.

“**Governmental Authority**” shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India, State of Odisha or any state or other subdivision thereof or any municipality, district or other subdivision thereof.

“**Government or GOO**” shall mean Department of Energy, Government of Odisha

“**Government Company(ies)**” shall have the meaning ascribed thereto under the Companies Act, 2013.

“**Grave offence**” for this purpose shall include

- a) SEBI / RBI orders which directly relate to “Fraud” as defined under the provisions of the SEBI Act, 1992 / RBI Act, 1934 and any of the regulations made thereunder, each as amended from time to time;
- b) SEBI orders which cast a doubt on the ability of the IB to hold the stake in Company;
- c) Any conviction by a court of law in India or abroad;
- d) Where SEBI has issued an order of prosecution against the IB, disqualification will arise only on conviction by court of law.

“Group Company(ies)” means a company(ies) which is/are an Affiliate of another company.

“Interested Bidder or IB” shall mean an Eligible Entity, submitting the EOI, either independently or collectively as a Consortium. For avoidance of doubt the term IB will also include collectively all Consortium members and/or any SPV incorporated by the Consortium/IB. Any reference to an Interested Bidder shall include its successors and permitted assigns, as the context may require

“Lead Member” shall mean such Consortium Member holding at least forty percent (40%) equity shareholding on a fully diluted basis (i.e. holding at least 40% of in the equity shareholding on a fully diluted basis of the Consortium SPV) and is designated as Lead Member as per the Consortium Agreement executed among all the Consortium Members.

“Legal Advisor” shall mean Cyril Amarchand Mangaldas

“OPGC” means Odisha Power Generation Corporation Limited, the Company wherein 49% equity stake is proposed to be divested in the current transaction.

“Parent” means the entity into which the accounts of the IB/Consortium Member are consolidated.

“Person” means any individual, company, firm, association, trust, or any other organization or entity (including the Government and any governmental or administrative subdivision).

“Place of Effective Management” shall have the meaning ascribed thereto in the Finance Act, 2015 to be determined in accordance with guidelines issued by Central Board of Direct Taxes vide F. No. 142/11/2015-TPL dated January 24, 2017.

“Promoter” shall have the same meaning as defined under the Companies Act, 2013 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

“Promoter Group” shall have the same meaning as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

“RBI” means Reserve Bank of India.

“Request for Expression of Interest or EOI Request” means this request for expression of interest together with the annexures and documents referred herein, including the Preliminary Information Memorandum and any addenda to this EOI Request.

“SEBI” means Securities Exchange Board of India.

“Shortlisted Bidders” shall refer to all those IBs who have been shortlisted for participating in the Stage II of the Transaction, as more particularly described in Clause 3.2.A. (iii).

“Subsidiary company or Subsidiary (ies)” shall have the same meaning as assigned to it in Clause (87) of section 2 of Companies Act, 2013 as amended.

“Successful Bidder” shall mean the Shortlisted Bidder that is finally selected in accordance with Clause 3.2.B to enter into Definitive Agreements.

“Transaction” shall mean disinvestment of 49% equity stake in the Company.

“Transaction Advisor” shall mean SBI Capital Markets Ltd.

2. INTRODUCTION

2.1 Transaction Background

Odisha Power Generation Corporation Limited (“OPGC” or “the Company”) was incorporated on November 14, 1984 with the main objective of establishing, operating & maintaining thermal power generating stations. OPGC as a part of its maiden venture had set up 2 x 210 MW (Phase I) thermal power station at Banaharpalli (IB Thermal Power Station) in the district of Jharsuguda (Odisha). The first unit of Phase 1 commenced operations in 1994 while the second unit of Phase 1 commenced operations in 1996. OPGC thereafter expanded Phase II (Unit 3 and 4) of 660 MW each (total capacity of 1320 MW Phase II) in the vicinity of the existing plant. Unit 3 achieved COD in July 2019 and Unit 4 achieved COD in August 2019.

OPGC procures coal for Phase I (Unit 1 and 2) through Coal Supply Agreement with Mahanadi Coal Fields Limited (MCL) wherein coal is supplied from Lakhanpur Coal mines. The Coal Supply Agreement is for supply of 2.7 MMT of Coal per year till FY 2029. Coal Requirement for OPGC Phase II (Unit nos 3 &4) will be met from the captive coal blocks of Odisha Coal and Power Limited (OCPL) and the same is currently in force. Odisha Coal and Power limited (OCPL) incorporated in the year 2015. As on December 31, 2022, OCPL’s shareholding is held by OPGC having 51% shareholding and Government of Odisha having 49% shareholding. OCPL is engaged in mining and extraction of coal for supplying it to the thermal power plants of OPGC. OCPL has been allocated with two coal blocks, namely Manoharpur and Dip-side of Manoharpur by Ministry of Coal, Government of India. The coal blocks are located in IB Valley coalfield in Sundargarh District, Odisha

OPGC has 100% PPA with GRIDCO for Phase I valid till 30.06.2026. For Phase II, OPGC has PPA with GRIDCO for power generated in excess of 75% of PLF which would be sold to GRIDCO till 31.03.2023. The balance 25%, is to be sold in short term market through GRIDCO till 31.03.2023. From April 2023 onwards, 100% of the power to be directly sold to GRIDCO for a period of 25 years.

OPGC is contemplating expansion of its present capacity through implementation of Phase III by installing Units 5 & 6 having capacity of 660 MW each. OCPL has extractable reserve of 636 Million Metric Tonnes (MMT) and its peak rated capacity is 16 MMT per year, which is sufficient to meet the requirement of 4x660 MW units for more than 40 years. Common Infrastructure, Land for expansion of plant and the Merry Go Round (MGR) system are in the possession of OPGC.

OPGC is currently held 100% by Govt of Odisha. The Department of Energy, Government of Odisha has decided for disinvestment of 49% equity shareholding of OPGC to a technically and financially capable buyer, identified through a two-stage procedure.

2.2 Contact Details

All enquiries related to the Transaction should be addressed to the following representatives of SBICAP at common email id **OPGC.disinvest@sbicaps.com**:

Mr. Arun Kumar Jain

Senior Vice President & Head

Kolkata Regional Office

SBI Capital Markets Ltd.

Contact : 033 – 2302 3243

OPGC.disinvest@sbicaps.com

All such enquiries should be emailed not later than the date mentioned in Clause 2.3. All communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: PIM for Disinvestment of Odisha Power Generation Corporation Limited"

Interested Bidders (IBs) should note that all correspondence, enquiries, clarifications in relation to the Transaction should be routed and addressed only to the Transaction Advisor at the above mentioned e-mail address. Neither members of OPGC nor Government of Odisha shall be responsible in any manner to reply to any communication directly to the IBs or to respond to any communication sent directly to them by the IBs. All responses to queries will be provided without revealing the source of the query. Further, members of OPGC or Government of Odisha reserve the right to not respond to queries or clarifications sought and to not provide information in addition to the information provided herein.

2.3 Important Dates

Table 2-1: Important Dates

Event	Date
Publication of Advertisement, Floating of EOI Request and PIM	January 17, 2023
Last Date for invitation of Queries through email/ physically	February 01, 2023
Last date & time for Submission of EoIs physically at Kolkata office (Due Date)	February 28, 2023

Note: Please refer Section 4.3 below for mode of Submission of EoI ; The above dates may change at the discretion of GOO and the detailed dates and schedule for subsequent activities shall be provided in RFP

2.4 Contents of EOI Request

- 1) An advertisement has been issued in the newspapers inviting IBs to submit their EOIs to participate in the Transaction. A copy of the advertisement is enclosed as **Annexure 9**.

- 2) This EOI Request contains the following:
- a. Brief description of the Transaction
 - b. Instructions to Interested Bidders
 - c. Eligibility criteria
 - d. Conditions/ Circumstances which may lead to Disqualification of IBs
 - e. Format of EOI Letter
 - f. Form A (forming an integral part of EOI Letter)
 - g. Format of General Power of Attorney
 - h. Format of Power of Attorney in favour of Lead Member
 - i. Format for Consortium Agreement
 - j. Confidentiality Undertaking
 - k. Format of Affidavit
 - l. Format of Declaration/ Disclosure with respect to order/ pending investigation /proceedings by any Court/ regulatory authority
 - m. Advertisement inviting EOI
 - n. Undertaking by the Parent (in the event Sole IB meets Financial Criteria through Parent)
 - o. Format of Certificate of Shareholding Pattern
 - p. Format of Certificate for Eligibility for Participation
 - q. Format of Certificate of Fulfilment of Financial Criteria
 - r. Format of Certificate of Fulfilment of Technical Criteria
- 3) This PIM and EOI Request along with annexures have been uploaded on websites of OPGC at www.opgc.co.in, Department of Energy, Government of Odisha at www.energy.odisha.gov.in and Transaction Advisor at www.sbicaps.com. Following receipt of EOI Request, Interested Bidders are required to respond in the format as detailed in this EOI Request along with a non-refundable Fee as detailed in Clause 4.3.

2.5 Clarification

Any queries or request for clarification/additional information concerning this EOI Request shall be submitted on the letterhead of the IB duly signed by its authorized signatory physically at the below mentioned address or the scanned copy of such a letter shall be mailed at OPGC.disinvest@sbicaps.com , not later than the date mentioned in Clause 2.3.

Mr. Arun Kumar Jain
Senior Vice President & Head
Kolkata Regional Office

SBI Capital Markets Ltd.
9thFloor, Jeevandeep Building
1, Middleton Street
Kolkata – 700071

- 1) The communications shall clearly bear the following identification/ title:
"Queries/ Request for Additional Information: PIM for Disinvestment of Odisha Power Generation Corporation Limited"
- 2) All queries or request for clarification/additional information should be sent in the following format:

S. No.	Clause No.	Clarification/ Additional Information required	Rationale for clarification or additional information required

Bidders are requested to note at the time of submission of queries that due diligence related clarificatory matters would be taken up in Stage II of the Transaction by TA, Company

3. TRANSACTION

3.1 Salient Features of Transaction

The broad terms of the Transaction are detailed as below:

- 1) OPGC operates a thermal power station across two phases having capacities of 2x210 MW (Phase I) and 2x660 MW (Phase II) at Banaharpalli (IB Thermal Power Station) in the district of Jharsuguda (Odisha).
- 2) The Department of Energy, Government of Odisha has decided for disinvestment of 49% equity shareholding of Odisha Power Generation Corporation Limited (OPGC) which is currently held 100% by by GoO. The shareholding will be disinvested to a technically and financially capable buyer, identified through a two-stage procedure.
- 3) The Shortlisted Bidders would be required to quote on an **Equity Value** basis for 49% shareholding of OPGC.

3.2 Process for the Transaction

The process for the Transaction has been divided into two stages, as detailed below:

A. Stage I:

- i. Through this EOI Request, GOO is providing the Interested Bidder with instructions for submitting its Expression of Interest to the Transaction Advisor, which would be used for prequalifying the Interested Bidder in accordance with the criteria specified herein in order to proceed with the Transaction.
- ii. The EOIs will be evaluated based on the Eligibility Criteria and Disqualification conditions detailed in this EOI Request.
- iii. The Interested Bidders which qualify in accordance with the terms of this EOI Request and are shortlisted to proceed with the Transaction, shall be referred to as the “**Shortlisted Bidders**”. The Transaction Advisor would directly advise the Interested Bidder regarding their qualification as ‘Shortlisted Bidder’ in due course.
- iv. The Interested Bidder would also have to submit a Demand Draft of Rs.5,00,000 (Rupees Five Lakh Only) towards non-refundable fee drawn in favour of “**SBI Capital Markets Limited – Fee for EOI**”, payable at New Delhi. Alternatively, NEFT transfer may be made to following account of SBI Capital Markets Limited:

Name: SBI Capital Markets Limited – Fee for EOI

A/c No: 37340369409

IFSC: SBIN0004803

Branch Address: SBI, Overseas Branch, Jawahar Vyapar Bhawan, Delhi 110 001

B. Stage II:

- i. The Shortlisted Bidders will be provided access to virtual data room (VDR) and also be allowed site visit for conducting a due diligence on the Company. Draft Definitive Agreement (s) would also be shared with Shortlisted Bidders which shall provide further details of the Transaction subject to the IB having satisfactorily entered into a confidentiality undertaking (at the time of submission of EOI).
- ii. The Shortlisted Bidders would be required to undergo a transparent bidding process for acquisition of 49% shareholding of OPGC, in accordance with the terms of the Request for Proposal (RFP) which would be shared at the time of calling for financial bids.
- iii. The Shortlisted Bidders shall be required to deposit an earnest money (in the nature of Payment Security Bank Guarantee) at Stage II and the quantum would be advised as part of RFP.
- iv. Site visit (cost of which will be borne by the Shortlisted Bidders) would be scheduled to facilitate the Shortlisted Bidders in their assessment of the Plant at the discretion of the Company. The modalities related to the visit and due diligence will be informed by Transaction Advisor to Shortlisted Bidders separately.
- v. The Shortlisted Bidders shall carry out their own due diligence, independent assessment and appraisal of the plant and the Transaction. The Company or their respective consultants, agents, officials, Advisors and employees make no representations, in relation thereto and shall not be liable in any manner whatsoever.
- vi. The financial bids shall be submitted by the Shortlisted Bidders in the manner to be provided in the RFP.
- vii. Setting up of Reserve Price – The GOO shall set up the reserve price for the Transaction after the receipt of the financial bids, but prior to opening of the financial bids. The reserve price shall be confidential and shall not be known to bidders.
- viii. The Shortlisted Bidder, after approval of the GOO, would be designated as the **“Successful Bidder”**.

4. INSTRUCTIONS TO INTERESTED BIDDERS

4.1 General Conditions

- 1) PIM and EOI Request is available for downloading from websites of OPGC at www.opgc.co.in, Department of Energy, Government of Odisha at www.energy.odisha.gov.in and Transaction Advisor at www.sbicans.com.
- 2) The documents including this PIM and EOI Request and all attached documents are and shall remain or become the properties of the GOO and are transmitted to the IBs solely for the purpose of preparation and submission of an EOI in accordance herewith. IBs are to keep all data/ information of OPGC (shared as part of the Transaction) as strictly confidential and shall not use it for any purpose other than for preparation and submission of their EOI/ financial bid.
- 3) The Interested Bidders shall bear all costs associated with the preparation and submission of the EOI and also all costs associated with conducting the due diligence. The Advisors/GOO/Company shall not, under any circumstances, be responsible or liable for any such costs, whether direct, incidental or consequential and no cost incurred by the IBs in this regard shall be borne by the Company, GOO or the Advisors.
- 4) The Interested Bidders are expected to carry out their own investigations and other examination in relation to the Transaction before submitting their EOIs.
- 5) Interested Bidders shall have satisfied themselves of their queries before participating in the Transaction.
- 6) Notwithstanding anything to the contrary contained in this PIM, the detailed terms specified in the Definitive Agreement(s) shall have overriding effect; provided, however, that any conditions or obligations imposed on the IB hereunder shall continue to have effect in addition to its obligations under the Definitive Agreement(s).
- 7) EOIs are liable to be rejected by GOO if IBs fail to meet the qualifying eligibility criteria as specified in section titled 'Eligibility Criteria' and/or are disqualified in accordance with the conditions specified in section titled 'Disqualifications' in this EOI Request or for any other reason deemed fit, or even without assigning any reason whatsoever.
- 8) GOO reserves the right to modify/postpone/cancel or call off the Transaction without communicating any reasons whatsoever. In such an event no financial obligation whatsoever shall accrue to GOO, the Company, the Advisors or any of their respective officers, employees, Advisors or agents.

- 9) The GOO/ Company/ Advisors, and their respective officers, employees and agents or Advisors shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the PIM or the EOI process, including any error or mistake therein or in any information or data given by the Transaction Advisor.
- 10) The GOO/ Company/ Advisors reserves the right not to respond to questions raised or provide clarifications sought, at their sole discretion if considered inappropriate or prejudicial to do so or even otherwise. Nothing contained in this document shall be taken or read as or construed or deemed as compelling or requiring the GOO/ Company/Advisors to respond to any question or to provide any clarification to the IBs. No extension of any time and date referred to in this EOI Request shall be granted on the basis or grounds that the GOO/ Company has not responded to any question/ provided any clarification.
- 11) Notwithstanding anything contained in this EOI, the GOO reserves the right to reject any or all EOIs on the grounds of national interest, national security, public interest or any other grounds without communicating any reasons thereof and without any liability or any obligation for such rejection.

4.2 Amendment to EOI Request

At any time prior to the Due Date for submission of EOI, GOO may, for any reason, whether at its own initiative or in response to clarifications requested by any Interested Bidder, modify this EOI Request by the issuance of an addendum. Any addendum/clarification issued shall be uploaded on websites of of OPGC at www.opgc.co.in, Department of Energy, Government of Odisha at www.energy.odisha.gov.in and Transaction Advisor at www.sbicaps.com.

In order to afford the Interested Bidders a reasonable time for taking an addendum into account, or for any other reason, GOO may, in their sole discretion, extend the Due Date for submission of EOI.

4.3 Submission of Expression of Interest

- a) The Expression of Interest (EOI), conforming to the conditions of this EOI Request shall be submitted physically along with all annexure(s) duly filled in, in original, at following address on or before the scheduled date and time mentioned in Clause 2.3.

Mr. Arun Kumar Jain
Senior Vice President & Head
Kolkata Regional Office
SBI Capital Markets Ltd.
9th Floor, Jeevandeep Building
1, Middleton Street
Kolkata – 700071

- b) EOIs shall be submitted during the working hours (Monday to Friday 10:00 a.m. to 5:00 p.m.) on or before scheduled date and time as stipulated in Clause 2.3.
- c) Submission of the EOI by any other electronic means/ email and/ or facsimile, etc. will not be accepted.
- d) The completed forms, “Annexures” of the bid shall be considered a part of the Definitive Agreements in the case of Successful Bidder.
- e) The EOIs received after the appointed time and date at Clause 2.3 will be rejected.
- f) The Interested Bidder shall submit the EOI physically by mentioning the page number on each document and to be submitted in sequence in a **sealed, covering envelope** clearly marked “**Private and Confidential – Expression of Interest for the Disinvestment of Odisha Power Generation Corporation Limited**” in different file folders as per the following directions:

Covering envelope:

Envelope 1:

1. Demand Draft of Rs.5,00,000 (Rupees Five Lakh Only) towards non-refundable fee drawn in favour of “**SBI Capital Markets Ltd. –Fee for EOI**”, payable at New Delhi.

Or NEFT in favour of following account of SBI Capital Markets Limited:

Name: SBI Capital Markets Limited – Fee for EOI

A/c No: 37340369409



IFSC: SBIN0004803

Branch Address: SBI, Overseas Branch, Jawahar Vyapar Bhawan, Delhi 110 001

Note: In case of NEFT Transaction, please provide details of NEFT UTR as part of Envelope 1

Envelope 2:

2. EOI Letter in the format specified in **Annexure 1**.
3. Duly filled in **Form A** by IB/ each Consortium Member in case of a Consortium/ IB and the Parent of the Sole Bidder in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent as per **Annexure 2**, including the following major supporting documents:
 - a. Executive summary providing brief description for the IB and (where applicable) for each Consortium Member, IB and the Parent of the Sole Bidder in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent, containing details like Ownership Structure, Identity of the natural persons who are the ultimate beneficial owners of the IB/ each Consortium Member, the Place of Effective Management of business of the IB/ Parent of Sole Bidder and each Consortium Member (“Place of Effective Management” means the place where key management and commercial decisions that are necessary for the conduct of business of an entity as a whole are, in substance made.), etc. write up on business history and growth, business areas / activities, respective revenue details etc., it shall include a brief commentary on the capability of the IB / IB and the Parent of the Sole Bidder in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent / Consortium Members, as demonstrated, inter alia, in its past track record, to run its own business.
 - b. Contact information of the IB/ IB and IB and the Parent of the Sole Bidder in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent / each Consortium Member including full name, address, telephone and facsimile numbers, e-mail address and the names and the titles of the persons who are the principal points of contact for each member and identifying lead Consortium Member. Details of the website of the IB/ IB and the Parent of the Sole Bidder, in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent / each Consortium Member are also to be provided.
 - c. Basic information pertaining to incorporation and commencement of business for IB/ IB and the Parent of the Sole Bidder, in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent / each Consortium Member.

- d. Certified true copies of the following documents to be submitted. However, if IB/ IB and the Parent of the Sole Bidder, in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent / any Consortium Member cannot submit any of the following documents, it shall state reasons for the same:
- i. Memorandum of Association
 - ii. Articles of Association
 - iii. Certificate of Incorporation
 - iv. Certificate of Commencement of Business
 - v. Charter Documents
 - vi. Other Constitution Documents i.e. Partnership Deed etc. as may be applicable
 - vii. Registration Certificate for AIFs
- e. A certificate for list of Board of Directors and key management personnel duly signed by the respective Company Secretary or any other officer in-charge of secretarial/legal affairs of IB/ Parent of Sole Bidder in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent /Consortium Member
- f. A certificate by an independent chartered accountant/statutory auditor/Company Secretary or any other officer in-charge of secretarial/legal affairs for the shareholding pattern of the IB/ Parent of Sole Bidder in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent /each Consortium Member. **(As per Annexure 11)**
- g. A certificate duly signed by Company Secretary or any other officer in charge of secretarial/legal affairs, of IB/ IB and the Parent of the Sole Bidder, in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent / each Consortium Member certifying their respective eligibility to participate in the Transaction. (as per **Annexure 12**)
- h. A statutory auditor certificate (in case IB is a Company)/ independent chartered accountant certificate (in case IB is not a Company) of IB/ Parent of the Sole Bidder, in the event IB is a Sole Bidder meeting any of its Eligibility Criteria through its Parent / each Consortium Member certifying the fulfillment of Financial Criteria as specified in the Eligibility criteria section. (as per **Annexure 13**)
- i. A certificate from Company Secretary/ Authorized Representative certifying the fulfillment of Technical Criteria as specified in the Eligibility criteria section (in

case the same is met through Parent or Subsidiary of Sole Bidder, certificate from Company Secretary/ Authorized Representative of Parent/ Subsidiary is required to be submitted) (as per **Annexure 14**)

- j. Audited Financial Statements (on standalone and consolidated basis)/Annual Reports for the **previous five financial years for complete accounting period of 12 months.**

All financial statements/ annual reports/ net worth certificate submitted should be certified by authorized signatory.

In case the IB/ IB and Parent of Sole Bidder/ any Consortium Member cannot submit the consolidated financial statements as mentioned above, it shall specify reasons for the same.

- k. Documents such as a board or shareholders' resolution in favor of the person executing the Power of Attorney for the delegation of power on behalf of the IB/ Consortium Member. (The date of execution of board or shareholders' resolution should be prior to the date of execution of the Power of Attorney)

- l. **Management Organization:** An overview of IB's/ IB and the Parent of Sole Bidder/ each Consortium Member's senior management and organization structure certified by the company secretary or any other officer in charge of secretarial/legal affairs of the IB/ each Consortium Member.

- m. **International Operations/ Joint Venture/Alliances:** Brief note of IB's/ IB and Parent of Sole Bidder/ Consortium Member's international operations, joint ventures, alliances (whether international or domestic, which the IB considers as being material (directly or indirectly) to its business and/ or the Transaction), including incorporation details, registered office, nature and size of such operations, equity ownership/ effective management and control (as applicable).

- n. Details of those companies and professional firms, **if any**, who are (or will be) advising the IB/ IB and Parent of Sole Bidder/ Consortium/ Consortium Member for the Transaction, together with the names of the principal individual Advisors at those companies and firms.

- o. Details of contingent liabilities and outstanding litigations, which if materialised, would have or would reasonably be expected to have a material adverse effect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the IB/ Consortium Member/ IB and Parent of Sole Bidder

(in case reliance is placed upon for meeting eligibility criteria), or other similar business combination or sale.

- p. If the IB/Parent of the IB in case of Sole Bidder/any Consortium Member is a foreign entity/ overseas corporate body, specify list of statutory approvals from the Government of India/ the Reserve Bank of India/ Department for Promotion of Industry and Internal Trade relevant ministry/ any other Government agency, specifying whether the same is applied for/ to be obtained/ awaited.
4. Undertaking in relation to Ultimate Beneficial Owner (as per **Annexure – 1A**).
 5. Appropriately executed and legally enforceable General Power of Attorney authorizing the signatory of the EOI to commit the IB/ each Consortium Member (as per **Annexure – 3**).
 6. Appropriately executed and legally enforceable Power of Attorney authorizing the lead Consortium Member to do all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Transaction (as per **Annexure 4**)
 7. In case of a Consortium, a Consortium Agreement duly executed amongst each of the Consortium Members (as per **Annexure 5**).
 8. Duly executed Confidentiality Undertaking (as per **Annexure 6**).
 9. Duly executed Affidavit by IB / Lead Member of Consortium / Parent of Sole Bidder (as per **Annexure 7**).
 10. Declaration / Disclosure on order/ pending investigation /proceedings by any Court/ regulatory authority (as per **Annexure 8**).
 11. Undertaking by Parent of Sole Bidder (as per **Annexure 10**)
- g) Unless otherwise specified, a copy of any document that is not the original, shall be a certified true copy (duly verified by a notary) for submission. Documents executed and issued overseas will also have to be apostilled/ consularised using the procedure as per applicable law.
- h) The EOI and all related correspondence and documents in relation to the EOI shall be in English language. Any documents that are not in the English language shall be accompanied by an official translation duly notarized and apostilled/ consularised by the Indian mission of the home country.

- i) GOO/ Transaction Advisor shall bear no responsibility for non-receipt of documents sent by post/courier/fax.
- j) Any additional information supplied subsequent to the Due Date of submission of EOI as prescribed in Clause 2.3, unless the same has been expressly sought for by GOO/ Transaction Advisor, shall be disregarded.
- k) EOIs shall be opened only after the due date and time of submission of EoIs.

4.4 Evaluation of EOI

- 1) Any condition or qualification or any other stipulation contained in the EOI shall render the EOI liable to rejection as a non-responsive EOI.
- 2) The GOO reserves the right to call for any additional document (s)/ information / physical copies of any document from the IBs, which may be considered necessary, without any liability to the Company.
- 3) The Transaction Advisor may seek appropriate clarifications from the IB, if required, while examining the EOI.
- 4) The GOO reserves the right to verify all statements, information and documents submitted by the IB in response to the EOI Request, or the EOI process and the IB shall, when so required by the GOO, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the GOO shall not relieve the IB of its obligations or liabilities hereunder nor will it affect any rights of the GOO thereunder.

4.5 Governing Law / Jurisdiction

- 1) This EOI Request and all matters incidental hereto shall be governed by and construed in accordance with the laws of India. All disputes arising out of and in connection herewith shall be subject to the exclusive jurisdiction of the courts at Mumbai.

5. ELIGIBILITY CRITERIA

5.1 Eligibility Criteria

The Eligibility Criteria for the IBs are as follows:

1) Incorporation Criteria:

- a. Any Eligible Entity which is permitted to invest under the laws of India (subject to such entity obtaining all statutory approvals by themselves from the GOI, Department for Promotion of Industry and Internal Trade, RBI, relevant ministry etc. as applicable) can submit an EOI either independently or as a Consortium Member. (“**Interested Bidder**”)
- b. No IB shall submit more than one EOI. An IB submitting EOI independently or as a Consortium Member shall not be entitled to submit another EOI either independently or as a member of any other Consortium, as the case may be.
- c. The ultimate beneficial owner for any IB should not be the same as that of any other IB or of any Consortium Member. In case of a Consortium, the ultimate beneficial owner of any member of the Consortium should not be the same as that of any member of any other Consortium or that of any sole bidder. In this regard, the IB/consortium member shall submit an undertaking in form of **Annexure 1A**.

Note: “Ultimate Beneficial Owner” shall have the same meaning as “significant beneficial ownership” defined in the Companies (Significant Beneficial Owners) Rules, 2018 (as amended). In case of any IBs who are funds (including alternate investment funds), ultimate beneficial owner would mean the investment management entity which manages the investments of the fund and not the investors who have invested in the fund.

2) Financial Criteria:

The Interested Bidder shall satisfy the following financial criteria:

- a. **Net-worth:** The Interested Bidder should have a **Minimum Net-worth of Rs.2500 Crore** or USD 330 Mn (Rs/\$ conversion of 75.8071 considered as per FBIL <https://fbil.org.in/> as on 31.3.2022) as per the **latest full accounting period audited balance sheet** which shall not be as of a date earlier than 31st December 2021. For avoidance of doubt, it is clarified that the net worth of a Sole Bidder will be considered on a consolidated basis. If a Sole Bidder is found to be satisfying net worth criteria on the basis of its Parent’s net worth, the consolidated net worth of its Parent will be considered.

Explanation: Net-worth shall mean

- **In case of a company**– “Net-worth” shall be calculated as the aggregate value of the paid-up share capital (including equity and preference share capital in nature of equity), and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure, Intangible Assets, redemption reserves, reserves made for any specific purpose, miscellaneous expenditure not written off as per the latest full financial year audited balance sheet which shall not be as of a date earlier than 31st December 2021, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Further, the cross holding of investments amongst the Consortium Members is also to be deducted where the IB is a Consortium. It is clarified that Cross holding refers to investment of any 1 Consortium Members in other Consortium Member and/or vice versa. Aggregate cross holding of all Consortium Members would be deducted where the IB is a Consortium

- **In case of LLP** - “Net-worth” shall be calculated as Partners’ Capital and all reserves created out of the profits, after deducting the aggregate value of the accumulated losses, deferred expenditure, Intangible Assets, redemption reserves, reserves made for any specific purpose and miscellaneous expenditure not written off, as per the latest full financial year audited balance sheet which shall not be as of a date earlier than 31st December 2021, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. Further, the cross holding of investments amongst the Consortium Members is also to be deducted where IB is a Consortium.
- **In case of AIF/ Fund** – Net worth shall be considered as committed capital or 0.25 times of Assets Under Management.
In case AIF forms the consortium with its investee company, adjustment for cross holdings shall be carried out in determination of Net Worth of AIF.

- b. **Revenue:** The Interested Bidder should have **Revenue of at least Rs. 3,500 Crore in each of the immediately preceding three audited full accounting period.**

Explanation: Revenue shall mean Net sales from Operations

If a Sole Bidder is found to be satisfying Networth criteria on the basis of its Parent’s Networth, the Revenue of its Parent will be considered.

- c. **Profitability:** The “**Cash Accruals**” of the Interested Bidder **must be ‘positive’ in at least three (3) of the immediately preceding five (5) audited full accounting period.**

Explanation: Cash Accruals shall mean Profit after Tax plus Depreciation and Amortization.

If a Sole Bidder is found to be satisfying Networth criteria on the basis of its Parent’s Networth, the Cash Profit of its Parent will be considered.

- d. **Financial Criteria shall be assessed on the basis of:**

i. **In case of entities other than AIFs:**

- Audited financial statement of an Interested Bidder (on consolidated basis), for full financial year (and not partial accounting period) which shall not be as of a date earlier than 31st December 2021.
- If the audited financial statements are not available for the immediately preceding financial year, unaudited/provisional numbers as certified by the statutory auditors (in case of an unlisted company) or information contained in Quarterly Limited Review report(in case of a listed company) shall be considered.
- The Financial Criteria should be certified by a **statutory auditor (in case of a company) or an independent chartered accountant (in case of other Eligible Entities).**

- ii. **In case of AIFs/ Funds:** A certificate from Statutory Auditor or an independent chartered accountant certifying Assets Under Management or Committed Capital shall be submitted. Certificate should not be older than 3 months from the date of EOI Request.

- e. Where the financial statements are expressed in a currency other than the Indian Rupee, the eligible amount as described above shall be computed by taking the equivalent amount at the exchange rates prevailing on the dates of such financial statement as stipulated by Reserve Bank of India/ Financial Benchmarks India Limited (FBIL). All financial information required for satisfying the eligibility criteria shall be represented in Indian Rupees.
- f. The Financial Eligibility criteria may be satisfied either by the IB or its Parent (**in case of Sole Bidder only**). It is clarified that in addition to the eligibility requirement on Ultimate Beneficial Ownership, two or more IBs cannot use financial strength of the

same Parent. Such Parent in addition to the documents stipulated in this EOI Request may be required to sign Definitive Agreement(s) or other additional documents and compliance with lock in requirement as may be specified in the RFP.

- g. Only Sole Bidder is allowed to rely on Parent Net worth, Revenue, Profitability for qualification.
- h. The combined / cumulative Net Worth of the Consortium should meet the minimum Net Worth criteria mentioned, calculated as follows:

Net Worth of the Consortium = [(Net Worth of Lead Member) + (Net Worth of member 2) + (Net Worth of member 3) + (Net Worth of member 4)].

3) Technical Criteria:

- a) The Technical Criteria can be met by:
 - i. The Interested Bidder, or
 - ii. Parent Company of the Sole IB, or
 - iii. Subsidiary over which Interested Bidder exercises direct or [indirect Control]
- b) **Minimum five (5) years** of experience of running an **operational Thermal Power Plant** of minimum of **2000 MW (Captive Power Plant or Independent Power Plant)**.

Note: In case Sole Bidder is placing reliance on Parent for meeting financial criteria, Technical Criteria cannot be met through Subsidiary over which Sole Bidder/Interested Bidder exercises direct or indirect control

4) Conditions for bidding by Consortium:

Eligible Entities are permitted to form a Consortium to participate in the Transaction. The maximum number of members, including Lead Member, in a consortium should be **[4 / four]**. A member of a consortium cannot participate simultaneously as a part of another consortium or as a sole bidder.

- a. **Lead Member:** The Consortium shall have only one (1) Lead Member.
- b. **Minimum stake requirement:**

- i. Lead Member shall hold at-least 40% equity shareholding on a fully diluted basis in the Consortium (i.e. holding at least 40% equity shareholding on a fully diluted basis of the Consortium SPV to be promoted in case it becomes the Successful Bidder)
- ii. Each Consortium Member shall hold at least 10% equity shareholding on a fully diluted basis in the Consortium (i.e. holding at least 10% equity shareholding on a fully diluted basis of the Consortium SPV to be promoted in case it becomes the Successful Bidder)
- iii. Consortium Member cannot rely on Parent for meeting financial criteria

c. Financial Criteria

i. Net-worth:

- Where IB is a Consortium, the Combined Net-worth of all the Consortium Members should meet the Minimum Net-worth Criteria as mentioned in Clause 2(a) above.

Explanation: Combined Net worth = (Net-worth of Lead Member) + (Net-worth of Member 2) + (Net-worth of Member 3) + (Net-worth of Member 4)

- The Lead Consortium Member shall have a Net-worth contribution, of at least 40%, towards the calculation of Minimum Net-worth for testing its eligibility

Explanation: Lead Member should have Net Worth of at-least 40% of the Minimum Net-worth Criteria as mentioned in Clause 2(a) above i.e. 40% of Rs. 2500 crore i.e. Rs 1000 crore or 40% of USD 330 Mn i.e. USD 132 Mn (Rs/\$ conversion of 75.8071 considered as per FBIL <https://fbil.org.in/> as on 31.3.2022).

- Each Consortium Member shall have a positive Net-worth.

d. Revenue:

Where IB is a Consortium, Lead Member who meets the Technical Criteria, must meet the Minimum Revenue Criteria as mentioned in Clause 2 (b) above.

e. Profitability Criteria:

Where IB is a Consortium, all Consortium Members (*excluding AIF*) must meet the Profitability Criteria as mentioned in Clause 2 (c) above.

f. Technical Criteria

Where IB is a Consortium, the Technical Criteria stipulated in Clause 3 above, shall have to be met by the Lead Member of the Consortium.

Illustrative Examples

The following examples illustrate the compliance of IB with Eligibility Criteria. The below examples are illustrative and solely for the purposes of reference to the IBs and meant for guidance only.

Table 5-1: Illustrative Example 1: Consortium members and eligibility criteria

	Details of Consortium Members			
	M1 (Lead Member)	M2	M3	
Description	M1 is engaged in Thermal Power Generation for the past 5 financial years with >2000 MW capacity	AIF	Non Power Sector Company /LLP	
% Stake in Consortium (i.e. equity share capital of the Consortium SPV)	50%	30%	20%	
Net-worth/ AUM (in case of AIF) (Rs. Crore)	950	4,800	800	
Revenue (Rs. Crore)	>=3,500 in each of immediately preceding 3 FYs	NA	<3,500, in each of immediately preceding 3 FYs	
Cash Profit (+/-)	(+ve) in 2 out of immediately preceding 5 FYs	NA	(+ve) in 3 out of immediately preceding 5 FYs	
Eligibility criteria	Eligibility of Members			Eligibility of Consortium
Technical criteria	✓	NA	NA	✓
Net-worth Criteria				
- Combined Net-worth of Consortium to be minimum Rs. 2,500 crore	950	4,800	800	✓
	Combined Net-worth Rs. 2,950 crore (950+0.25X4,800+800)			
- Lead Member: Lead Member to have minimum 40% Net-worth contribution	✗ NW of 950 < 1,000(40%X 2,500)	NA	NA	✗
- Each Consortium Member to have +ve Net-worth	✓	✓	✓	✓
Revenue Criteria: - Atleast Rs. 3,500 crores in each of the immediately preceding 3 FYs - To be met by Lead member	✓	NA	NA	✓
Profitability Criteria: - Positive Cash Profit in atleast 3 of the immediately preceding 5 FYs - To be met by all Consortium members (excluding AIF)	✗	NA	✓	✗
Consortium fails to meet the eligibility criteria for networth and profitability of lead member				

Table 5-2: Illustrative Example 2: Consortium members and eligibility criteria

	Details of Consortium Members			Eligibility of Consortium
	M1 (Lead Member)	M2	M3	
Description	M1 is in Thermal Power Generation for the past 5 years with >2000 MW capacity	AIF	Non Power Sector Company /LLP	
% Stake in Consortium (i.e. equity share capital of the Consortium SPV)	50%	30%	20%	
Net-worth/ AUM (in case of AIF) (Rs. Crore)	1600	1,600	400	
Revenue (Rs. Crore)	>=3,500 in each of immediately preceding 3 FYs	NA	<3,500, in each of immediately preceding 3 FYs	
Cash Profit (+/-)	(+ve) in 3 out of immediately preceding 5 FYs	NA	(+ve) in 3 out of immediately preceding 5 FYs	
Eligibility criteria	Eligibility of Members			Eligibility of Consortium
Technical criteria	✓	NA	NA	✓
Net-worth Criteria				
- Combined Net-worth of Consortium to be minimum Rs. 2,500 crore	1600	1,600	400	x
	x Combined Net-worth Rs. 2,400 crore (1600+0.25 X 1,600 + 400)			
- Lead Member: Lead Member to have minimum 40% Net-worth contribution	NW of 1,600 >1,000(40%X 2,500)	NA	NA	✓
- Each Consortium Member to have +ve Net-worth	✓	✓	✓	✓
Revenue Criteria:				
- Atleast Rs. 3,500 crores in each of the immediately preceding 3 FYs	✓	NA	NA	✓
- To be met by Lead member				
Profitability Criteria:				
- Positive Cash Profit in atleast 3 of the immediately preceding 5 FYs	✓	NA	✓	✓
- To be met by all Consortium members (excluding AIF)				
Consortium fails to meet the eligibility criteria due to Combined Network Criteria				

Table 5-3: Illustrative Example 3: Consortium members and eligibility criteria

	Details of Consortium Members			
	M1 (Lead Member)	M2	M3	
Description	M1 is in Thermal Power Generation for the past 5 years with >2000 MW capacity	AIF	Non Power Sector Company /LLP	
% Stake in Consortium (i.e. equity share capital of the Consortium SPV)	50%	30%	20%	
Net-worth/ AUM (in case of AIF) (Rs. Crore)	1600	4,800	800	
Revenue (Rs. Crore)	>=3,500 in each of immediately preceding 3 FYs	NA	<3,500, in each of immediately preceding 3 FYs	
Cash Profit (+/-)	(+ve) in 3 out of immediately preceding 5 FYs	NA	(+ve) in 2 out of immediately preceding 5 FYs	
Eligibility criteria	Eligibility of Members			Eligibility of Consortium
Technical criteria	✓	NA	NA	✓
Net-worth Criteria				
- Combined Net-worth of Consortium to be minimum Rs. 2,500 crore	1600	4,800	800	✓
	Combined Net-worth Rs. 3,600 crore (1600+0.25X4,800+800)			
- Lead Member: Lead Member to have minimum 40% Net-worth contribution	✓ NW of 1600 > 1,000(40%X 2,500)	NA	NA	✓
- Each Consortium Member to have +ve Net-worth	✓	✓	✓	✓
Revenue Criteria:				
- Atleast Rs. 3,500 crores in each of the immediately preceding 3 FYs	✓	NA	NA	✓
- To be met by Lead member				
Profitability Criteria:				
- Positive Cash Profit in atleast 3 of the immediately preceding 5 FYs	✓	NA	✗	✗
- To be met by all Consortium members (excluding AIF)				
Consortium fails to meet the eligibility criteria for profitability of consortium member				

Table 5-4: Illustrative Example 4: Consortium members and eligibility criteria

	Details of Consortium Members			Eligibility of Consortium
	M1 (Lead Member)	M2	M3	
Description	M1 is in Thermal Power Generation for the past 5 years with < 2000 MW capacity	AIF	M3 is in Thermal Power Generation for the past 5 years with >2000 MW capacity	
% Stake in Consortium (i.e. equity share capital of the Consortium SPV)	50%	30%	20%	
Net-worth/ AUM (in case of AIF) (Rs. Crore)	1600	2000	400	
Revenue (Rs. Crore)	>=3,500 in each of immediately preceding 3 FYs	NA	>=3,500 in each of immediately preceding 3 FYs	
Cash Profit (+/-)	(+) in 3 out of immediately preceding 5 FYs	NA	(+) in 3 out of immediately preceding 5 FYs	
Eligibility criteria	Eligibility of Members			Eligibility of Consortium
Technical criteria	x	NA	✓	x
Net-worth Criteria				
- Combined Net-worth of Consortium to be minimum Rs. 2,500 crore	1600	2,000	400	✓
	Combined Net-worth Rs. 2,500 crore (1600+0.25X2000+400)			
- Lead Member: Lead Member to have minimum 40% Net-worth contribution	NW of 1,600 >1,000(40%X 2,500)	NA	NA	✓
- Each Consortium Member to have +ve Net-worth	✓	✓	✓	✓
Revenue Criteria:				
- Atleast Rs. 3,500 crores in each of the immediately preceding 3 FYs	✓	NA	NA	✓
- To be met by Lead member				
Profitability Criteria:				
- Positive Cash Profit in atleast 3 of the immediately preceding 5 FYs	✓	NA	✓	✓
- To be met by all Consortium members (excluding AIF)				
Consortium fails to meet the eligibility criteria due to Technical Criteria not being met by Lead Member				

Table 5-5: Illustrative Example 5: Sole Interested Bidder and eligibility criteria

	Details of Interested Bidder
Description	IB is an investment company. IB holds 15% non-controlling stake in another company which is in Power Generation for the past 5 years.
Net-worth/ AUM (in case of AIF) (Rs. Crore)	Rs 2,600 Cr
Revenue (Rs. Crore)	>=Rs 3,500 Cr , in each of immediately preceding 3 FYs
Cash Profit (+/-)	(+) in 3 out of immediately preceding 5 FYs
Eligibility criteria	Eligibility of IB
Technical criteria	✘ IB fails to meet the technical criteria as entity meeting technical criteria is not direct or indirect subsidiary of the IB
Net-worth Criteria	✓
Revenue Criteria: Atleast Rs. 3,500 crores in each of the immediately preceding 3 FYs	✓
Profitability Criteria: Positive Cash Profit in atleast 3 of the immediately preceding 5 FYs	✓
IB fails to meet the Technical eligibility criteria	

Table 5-6: Illustrative Example 6: Sole Interested Bidder and eligibility criteria

	Details of Interested Bidder
Description	Parent of IB holds 51% controlling stake in IB. Parent of IB is a thermal power generation company in India for >5 years.
Net-worth of IB/ AUM (in case of AIF) of IB (Rs. Crore)	>Rs 2,500 Cr
Revenue (Rs. Crore)	>=Rs 3,500 Cr, in each of immediately preceding 3 FYs
Cash Profit (+/-)	(+) in 3 out of immediately preceding 5 FYs
Eligibility criteria met by IB	Eligibility of IB
Technical criteria	✓ (based on Parent Technical Company of IB)
Net-worth Criteria	✓
Revenue Criteria: Atleast Rs. 3,500 crores in each of the immediately preceding 3 FYs	✓
Profitability Criteria: Positive Cash Profit in atleast 3 of the immediately preceding 5 FYs	✓
IB meets the eligibility criteria through its direct holding company for Technical Criteria	

Table 5-7: Illustrative Example 6: Sole Interested Bidder and eligibility criteria

	Details of Interested Bidder
Description	<ul style="list-style-type: none"> Parent of IB holds 51% controlling stake in IB. Parent of IB is not engaged in thermal power generation in India for >5 years. Parent meets financial eligibility criteria IB has a direct/ indirect Subsidiary engaged in thermal power generation in India for >5 years.
Net-worth of IB/ AUM (in case of AIF) of IB (Rs. Crore)	<Rs 2,500 Cr
Networth of Parent of IB	> Rs 2,500 Cr
Revenue (Rs. Crore)	>=Rs 3,500 Cr, in each of immediately preceding 3 FYs
Cash Profit (+/-)	(+) in 3 out of immediately preceding 5 FYs
Eligibility criteria met by IB	Eligibility of IB
Technical criteria	<p style="text-align: center;">✘</p> <p>IB fails to meet the technical criteria as entity meeting technical criteria is direct or indirect subsidiary of the IB</p>
Net-worth Criteria	✓ (based on Parent Networth)
Revenue Criteria: Atleast Rs. 3,500 crores in each of the immediately preceding 3 FYs	✓
Profitability Criteria: Positive Cash Profit in atleast 3 of the immediately preceding 5 FYs	✓
IB fails to meets the Technical eligibility criteria through its direct/ indirect subsidiary since Financial criteria is met through Parent of IB	

5.2 Formation of SPV

a. **Where IB is a Sole bidder:** If IB is a sole bidder, it has the option to either directly hold shares of OPGC or hold shares through an investment vehicle (SPV). A Sole Bidder can form a 100% wholly owned subsidiary (SPV) at any time after submission of EOI but prior to signing of the Definitive Agreement(s) . The conditions regarding meeting of eligibility/ disqualification criteria is as below:

- **Scenario 1** - EOI is filed by the sole bidder which satisfies Financial and Technical criteria on its own and forms an SPV for acquisition.
- **Scenario 2** - EOI is filed by a Subsidiary (Sole Bidder) of the Parent and satisfies the financial criteria and Technical Criteria based on Parent and Sole Bidder forms an SPV for acquisition.
- **Scenario 3** - EOI is filed by the Sole Bidder which satisfies Financial on its own and Technical criteria based on a Subsidiary over which Sole Bidder exercises direct or [indirect control] and forms an SPV for acquisition.

(i) Eligibility / disqualification criteria

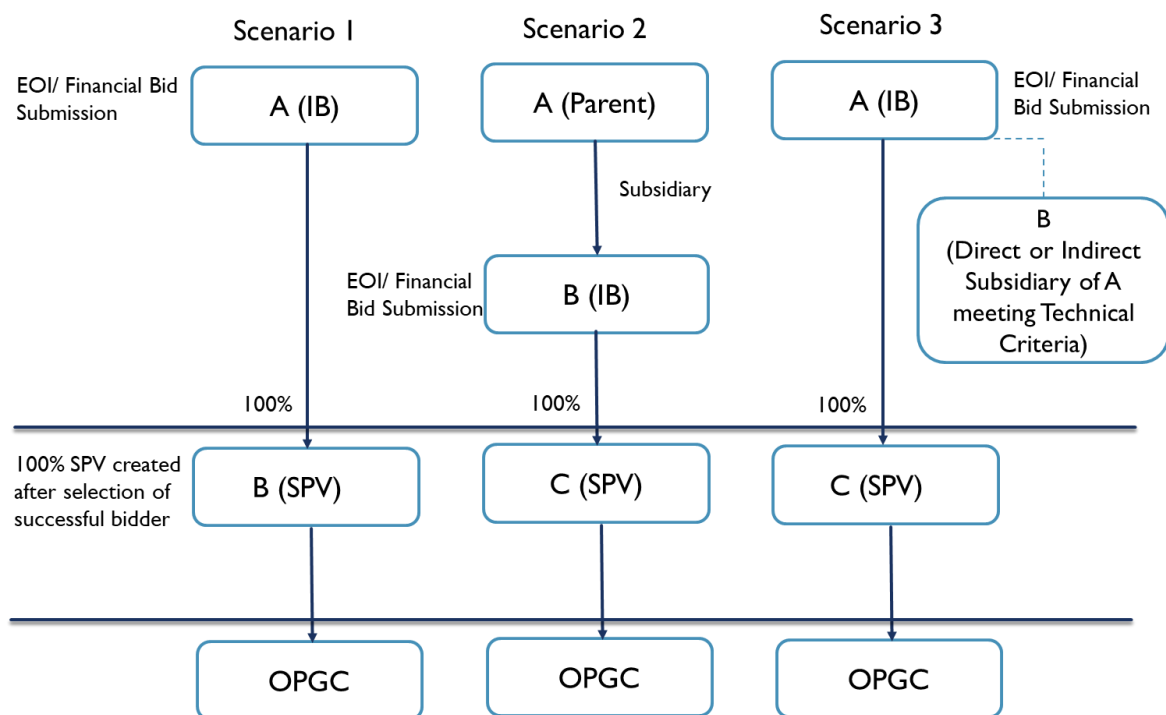
- Scenario 1 - The Sole Bidder must satisfy the financial and/or technical eligibility criteria. Both the Sole Bidder and the SPV shall be subject to the disqualification criteria.
- Scenario 2 - the Parent of the Sole Bidder; must satisfy the financial and/or technical eligibility criteria; the Sole Bidder must satisfy all other eligibility criteria; and all three i.e. the Parent, Sole Bidder and the SPV shall be subject to the disqualification criteria.
- Scenario 3 - the Sole Bidder must satisfy the financial criteria and Subsidiary over which Sole Bidder exercises direct or indirect control must meet the technical eligibility criteria; the Sole Bidder must satisfy all other eligibility criteria; and all three i.e. the Sole Bidder, Subsidiary (Direct or Indirect) of Sole Bidder and the SPV shall be subject to the disqualification criteria.

(ii) Execution of Definitive Agreement(s)

- Scenario 1: to be executed by the SPV and Sole Bidder
- Scenario 2: to be executed by the SPV, the Parent and Sole Bidder.
- Scenario 3: to be executed by the SPV and the Sole Bidder.

Diagrammatic Representation of above scenarios is as below:

Figure 5-1: Diagrammatic Scheme for Sole Bidder SPV Formation



*SPV maybe formed at any time after submission of EOI - either before or after submission of financial bids, or after being identified as successful bidder but prior to execution of Definitive Agreements.

As per above illustration:

A Sole Bidder, who has filed EOI, either directly by itself (scenario-1: where A (IB) is meeting qualification criteria on its own), (scenario-3: where A (IB) is meeting financial; qualification criteria on its own and only technical qualification criteria through subsidiary (direct or indirect)) or indirectly, as a subsidiary of its Parent company (scenario-2: where B (IB) is relying on Parent i.e. entity in whose books the IBs accounts are consolidated, to meet the qualification criteria) is allowed to form a SPV i.e. a 100% subsidiary, created for the purpose of the transaction by the IB who has submitted the EOI, at their option, at any time after submission of EOI but prior to signing of the Definitive Agreement(s). For a Sole Bidder, the following will be applicable:

Particulars	Sole Bidder - Scenario 1	Sole Bidder- Scenario 2	Sole Bidder- Scenario 3
Eligibility criteria applicability	A (IB – all criteria including financial & Technical criteria to be satisfied)	A (Parent of IB satisfying financial & Technical criteria) B (IB – all other criteria apart from financial & Technical criteria)	A (IB –financial criteria met by IB & Technical criteria satisfied by Direct or Indirect Subsidiary of IB)
Disqualification criteria applicability	A (IB) B (SPV)	A (Parent) B (IB) C (SPV)	A (IB) B (Direct or Indirect Subsidiary) C (SPV)
Execution of Definitive Agreement(s)	A (IB) B (SPV)	A (Parent) B (IB) C (SPV)	A (IB) C (SPV)

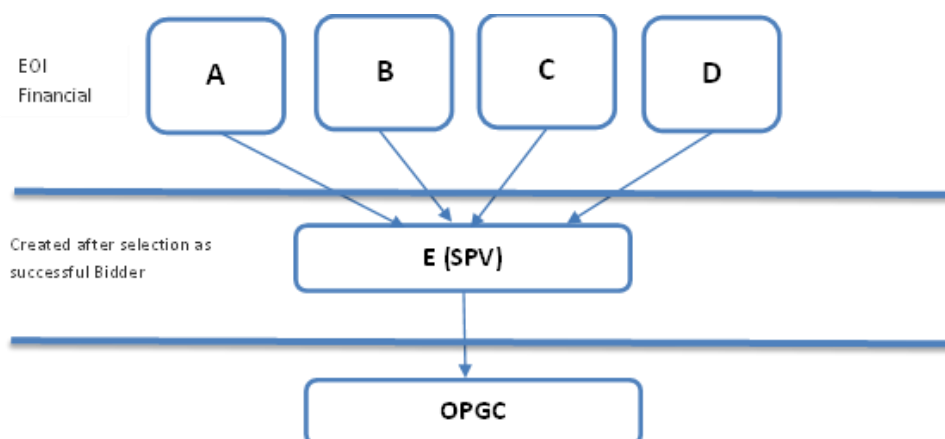
- b. Where IB is a Consortium:** If IB is a Consortium, the Consortium shall incorporate an investment vehicle (i.e., a Consortium SPV) , any time after submission of EOI but before signing of the Definitive Agreement (s).

The shareholding of the Consortium SPV on a fully diluted basis shall be the same as the shareholding of the members in the Consortium. For avoidance of doubt, the Consortium SPV shall be allowed to raise further capital, as long as the shareholding pattern of the Consortium SPV remains the same. The conditions regarding meeting of eligibility/ disqualification criteria is as below:

- (i) **Eligibility /disqualification criteria:** to be satisfied by the Consortium SPV and all members of Consortium as per the PIM/EOI.
- (ii) **Definitive Agreement(s) -** to be signed by the Consortium SPV [and all members of Consortium].

Diagrammatic Representation of above scenarios is as below:

Figure 5-2: Diagrammatic Scheme for Consortium SPV Formation



*SPV maybe formed at any time after submission of EOI - either before or after submission of financial bids, or after being identified as successful bidder but prior to execution of Definitive Agreements.

As per above illustration:

A,B, C and D form a consortium for submission of EOI and financial bid. The Consortium shall incorporate an investment vehicle (i.e., a Consortium SPV), any time after submission of EOI but before signing of the Definitive Agreement (s). For consortium bidders, the following will be applicable:

Particulars	Consortium
Eligibility criteria applicability	All members of consortium (A,B, C and D) and the SPV (E) as per Clause 5.1 of EOI request
Disqualification criteria applicability	All members of consortium (A,B, C and D) and the SPV (E)
Execution of Definitive Agreement(s)	All members of consortium (A,B, C and D) and the SPV (E)

5.3 Other Terms and Conditions

- 1) The IB must meet the Eligibility Criteria as stated in Clause 5.1 of this EOI Request, on the date of submission of the EOI and must continue to be eligible throughout the Transaction until its completion. IB shall have the obligation to notify the Transaction Advisor on its becoming ineligible any time during the Transaction within 7 business days of such ineligibility. In the event of any IB getting disqualified or not meeting the eligibility criteria, such IB shall not be permitted to continue to participate in the Transaction.
- 2) All the EOI(s) shall be valid till submission of financial bid or such other time as may be notified to the Interested Bidders.
- 3) All financial statements or data to be derived therefrom for the evaluation of Financial Criteria referred herein shall mean on a consolidated basis.

4) Withdrawal/ Change of EOI –

Any change prior to the last date for submission of EOI may be permissible by withdrawing the EOI and submitting a fresh EOI before the last date for submission of EOI. An IB submitting the EOI cannot be replaced by another subsidiary of its Parent or a SPV created by its Parent at any stage of the Transaction.

5) Restriction on change in composition of Consortium:

- i. **Prior to Due Date for submission of EOI:** The IB has the option to withdraw/ resubmit a fresh EOI prior to due date of submission of EOI.
 - ii. **After the Due Date for submission of EOI till determination of Shortlisted Bidders:** No change, either by way of withdrawal/substitution/addition of any Consortium Member or any change affecting the composition of the Consortium will be permitted after the due date for submission of EOI, as prescribed in Clause 2.3, till short listing of Interested Bidders. Please also refer to clause 5.3 (15)
- 6) An IB can submit only one EOI i.e. either as a Sole Bidder or as a member of one Consortium. In case, more than one EOI is submitted by an IB, all such EOIs shall be disqualified.
 - 7) IB/Parent of Sole Bidder (in case of reliance on financials/technical capacity of Parent by the Sole Bidder)/ Subsidiary of a Sole Bidder (in case of reliance on technical capacity of the Subsidiary by the Sole Bidder), Consortium Member / partner of a limited liability partnership/ investment manager in case of funds or any of the directors or key managerial personnel should not have been convicted by a court of law or indicted/ have any adverse order passed

against them by any other regulatory authority in any matters involving a Grave Offence and/or which casts a doubt on its ability to close the Transaction or manage the Company when it is disinvested. Further, the IB, if its directors, Promoters / Promoter Group members/Subsidiaries/Associate Company, or partners in case of limited liability partnership or investment manager in case of funds or any Consortium Member, its director or its Promoters/Promoter Group / Subsidiary/Associate / partners, that have charge-sheet filed against them or convicted on matters relating to national security or integrity under applicable laws shall not be eligible. The mere fact that an appeal against any such order mentioned above is pending in any court of law or any regulatory authority will not dilute the disqualification.

- 8) Additionally, the IB/ Parent of Sole Bidder (in case of reliance on financial/technical capacity of Parent by the Sole Bidder) / Subsidiary of a Sole Bidder (in case of reliance on technical capacity of the Subsidiary by the Sole Bidder) / Consortium Member or any of their Subsidiary or Associate Company should not be party to any existing disputes or legal proceedings by or against OPGC, or its directors in capacity as directors of OPGC which proceeding may be prejudiced by the participation of the IB/Consortium Member in the selection process or the Transaction.
- 9) It is clarified for the avoidance of doubt that: (i) If any information or disqualification is discovered or becomes known after the IB has been qualified for second stage of the transaction, which information / disqualification would have entitled the GoO to reject the EoI of the relevant IB, the GoO reserves the right to reject the IB at the time such information or disqualification becomes known to / discovered by the GOO / Transaction Advisor. Where such party is a member of a Consortium, GoO may disqualify the entire Consortium, even if the information/disqualification pertained/applied to only one member of Consortium. (ii) where an IB is a Consortium, the (in)eligibility and (dis)qualification criteria in this section applies to all members of the IB. Thus, for the avoidance of doubt, if any of the members of Consortium is ineligible or disqualified, all the members of Consortium and the IB itself will automatically stand disqualified and considered ineligible.

10) Lock in of Shares & Other Restrictions

The Shortlisted Bidder could be required to undertake certain obligations relating to certain matters, such as, business continuity, lock-in of the shares acquired in the Transaction,. These conditions, and those relating to the respective responsibilities and liabilities of the Shortlisted Bidder and the Consortium Members (if any), shall be specified in the Definitive Agreement(s).

- 11) **Requisite approvals:** The IB shall be required to obtain all necessary approvals under applicable laws from relevant government agencies, as may be required to enable the Interested Bidder to enter into the Definitive Agreements before completing the Transaction.

- 12) Where the Interested Bidder/ Consortium Member is a foreign entity, it shall ensure that it meets extant FDI norms and regulations.
- 13) The Interested Bidders shall evaluate and ensure that they are permitted to invest under applicable laws to the extent they propose to participate.
- 14) Only Interested Bidders which are permitted under applicable laws to participate (to the extent of their proposed participation) shall be permitted to bid.
- 15) **Change in Consortium or conversion of non-consortium IB to Consortium:**Where a sole bidder or Consortium has submitted the EOI, it is expected that there shall not be any changes in the Consortium Members or sole bidder will not form a Consortium, except as provided below:

Any change prior to the last date for submission of EOI may be permissible by withdrawing the EOI and submitting a fresh EOI before the last date for submission of EOI. However, no change in composition of Consortium will be permitted after last date for submission of EOI, till shortlisting of the IBs.

If after shortlisting of IBs, a Consortium desires a change in the Consortium, by inclusion/exclusion of members, or a Sole Bidder desire to form a Consortium by inducting new member(s), it shall have to apply for approval for such change to the Transaction Advisor (TA) no later than 30 days from date of shortlisting of IB. This timeline of 30 days maybe extended under instruction from GOO if required. Endeavour shall be made to provide approval or disapproval for such a change no later than 2 weeks from the date of receipt of such application from the IB.

- a. In case of a Consortium, following conditions shall be met:
 - i. Change shall be permitted only once after the last date for submission of EOI
 - ii. No change in Lead Member shall be allowed
 - iii. Shifting from one Consortium to another shall not be permitted
 - iv. The changed Consortium shall continue to meet the Eligibility Criteria and other requirements set out in the PIM/EOI Request.
- b. In case of a sole bidder forming a Consortium, following conditions shall be met:
 - i. The Sole Bidder will be the Lead Consortium Member.

- ii. Change shall be permitted only once after the last date for submission of EOI
 - iii. Shifting from one Consortium to another shall not be permitted
 - iv. The Consortium shall continue to meet the Eligibility Criteria and other requirements set out in the PIM/EOI Request.
- c. In case where two Sole Bidders have been qualified based on the EOI submitted by each of the sole bidders, the formation of a Consortium by the Sole Bidders shall not be permitted. Similarly, in case two consortium are qualified based on the EOI submitted, then consolidation into a single consortium shall not be permitted.
- 16) The GOO reserves the right to seek any additional clarifications, representations or documents from the Interested Bidders or any of their Group Companies to its sole satisfaction.
- 17) Notwithstanding anything contained in this EOI Request, the GOO reserves the right to reject any EOI and to annul the EOI process and reject all EOIs at any time without any liability or any obligation for such acceptance, rejection or annulment, including on grounds of national integrity, national security and national interest and without assigning any reasons therefore. In the event that the GOO rejects or annuls all the EOIs, it may, in its discretion, invite all eligible IBs to submit fresh EOIs hereunder.
- 18) The GOO reserves the right not to proceed with the EOI process at any time, without notice or liability, and to reject any EOI without communicating any reasons.
- 19) The fact that the GOO may entertain bids by entities (including SPVs) from a jurisdiction outside of India should not be construed as approval from the GOI on any tax issues relating to foreign investments in India that may arise in relation to the Proposed Transaction. IB has to comply with relevant tax laws and procedure.

6. DISQUALIFICATION

- 1) Any EoI which has been found to be incomplete in content or attachments or authenticity may be rejected. Transaction Advisor shall reserve the right to seek clarifications/ pending documents in order to enable omissions to be dealt with during qualification process subject to intimation to GOO.
- 2) Without prejudice to any other rights or remedies available to GOO, the GOO reserves the right to disqualify any IB or Consortium Member and exclude its EOI from further consideration for any of the reasons, including without limitation listed below:
 - a. Any misrepresentation/ false statement made by an IB/ any ConsortiumMember / Parent or Subsidiary in the event the Sole Bidder is relying on such Parent or Subsidiary's capacity to meet its Eligibility Criteria at any stage of the Transaction, whether in the EOI, the financial bid, supporting documentation or otherwise and whether written or oral.
 - b. If the EOI submitted by the IB is in any respect inconsistent with, or demonstrates any failure to comply with, the provisions of the EOI Request, including not being accompanied by the non-refundable Fee.
 - c. If any condition or qualification or any other stipulation is inserted by the IB/ any ConsortiumMember, in the EOI submitted by them.
 - d. Failure by IB/ any Consortium Member to provide the necessary and sufficient information required to be provided in the EOI in accordance with this EOI Request.
 - e. Failure by IB/ any Consortium Member to provide, within the time specified by the GOO/ Transaction Advisor, the supplemental information sought by the GOO/ Transaction Advisor for evaluation of the EOI.
 - f. Submission of more than one (1) EOI by any IB either as sole bidder or as Consortium Member in which case, all such EOIs or where the ultimate beneficial owner of any IB / Consortium Member is the same as that of any other IB / member of any other Consortium, shall be rejected.
 - g. The IB not satisfying the eligibility and requisite qualification criteria specified in the EOI Request and hence not being eligible.
 - h. Failure by IB/ any Consortium Member to comply with any other condition or requirement as listed in the EOI Request.

- i. Failure to comply with any reasonable request of GOO/ Transaction Advisor in relation to the Transaction.
- j. If GOO is not satisfied with sources of funds/ownership structure of the IB.
- k. If at any time it is discovered that the IB/ Consortium Member or its respective Promoter or Parent or Subsidiary (only in case sole IB is taking benefit of financial or technical capacity of such Parent or Subsidiary) are subjected to winding up/insolvency/ bankruptcy/striking off proceedings or other proceedings of a similar nature.
- l. Any of the outstanding indebtedness of the IB/ any Consortium Member or its respective Parent (in case of reliance on parent net worth) availed from either banks or financial institutions being classified as ‘non-performing asset’ or any equivalent classification in their respective jurisdiction for period of 12 months prior to date of submission of EOI
- m. Any information regarding or in connection with the IB/ Consortium Member, their directors, partners in case of limited liability partnership or investment manager, trustee, sponsor in case of funds, their Associate Company, Subsidiary, Promoter or Promoter Group which becomes known that is detrimental to the national security and/or national interest and/or public interest and/or the Transaction and/or the interests of the Company.
- n. Initiation or existence of any legal proceedings, by or against the IB/ Consortium Member, their Subsidiary or Associate Company, in respect by or against OPGC or its directors in capacity as directors of OPGC, which proceeding may be prejudiced by the participation of the IB/ Consortium Member in the selection process or the Transaction.
- o. IB/ Consortium Member or its Promoters or Promoter Groups or directors of IB/Consortium Member is debarred from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities by any Governmental Authority.
- p. IB/ Consortium Member or its Promoters or Promoter Groups or directors of IB/Consortium Member are appearing in the RBI list of wilful defaulters or any such list by a competent authority in their respective jurisdiction.

For the purpose of this clause, “Wilful Defaulter” means an Person who is categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in

accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or Promoter is categorized as such.

- q. IB/ Consortium Member / Parent in case of sole bidders is an erstwhile Overseas Corporate Bodies (OCB) which is incorporated outside India and are under the adverse notice of RBI.

For the purpose of this clause, “Overseas Corporate Bod(ies)” mean a company, partnership firm, society and other corporate body owned directly or indirectly to the extent of at least sixty per cent by Non-Resident Indians and includes overseas trust in which not less than sixty per cent beneficial interest is held by Non-resident Indians directly or indirectly but irrevocably, which was in existence as on the date of commencement of the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies (OCBs) Regulations, 2003) and immediately prior to such commencement was eligible to undertake transactions pursuant to the general permission granted under Foreign Exchange Management Regulation Act, 1999.

- r. IB/ Consortium Member/ Parent in case of sole bidders is prohibited or restricted from investing in OPGC under Foreign Exchange Management Act, 1999 or any rules or regulations or policy made there under. It being clarified that sectors where government approval is required will not be considered as ‘restricted’ from investing.
- s. If it is discovered at any stage of the Transaction that the IB/ Consortium Member does not possess requisite corporate authorizations to participate in the Transaction.

- 3) Where IB is a Consortium, if any of the Consortium Members are disqualified, the Consortium shall automatically stand disqualified. It is clarified that where a Consortium Member is an LLP or a fund, the disqualification will also be tested against the partners (in case of LLP) and investment manager, trustee or sponsor in case of funds.

- 4) Breach of Undertaking executed by the IB;

- 5) If the IB/Parent of Sole Bidder (in case of reliance on financials/technical capacity of Parent by the Sole Bidder)/ Subsidiary of a Sole Bidder (in case of reliance on technical capacity of the Subsidiary by the Sole Bidder), Consortium Member / partner of a limited liability partnership/ investment manager in case of funds or any of the directors or key managerial personnel have been convicted by a court of law or indicted/ have any adverse order passed against them by any other regulatory authority in any matters involving a Grave Offence and/ or which casts a doubt on its ability to close the Transaction or manage the Company when it is divested such IB shall stand disqualified. Further, the IB, if its directors, Promoters

/ Promoter Group members/Subsidiaries/Associate Company, or partners in case of limited liability partnership or investment manager, trustee, sponsor in case of funds or any Consortium Member, its director or its Promoters/Promoter Group / Subsidiary/Associate / partners, that have charge-sheet filed against them or convicted on matters relating to national security or integrity under applicable laws shall not be eligible. The mere fact that an appeal against any such order mentioned above is pending in any court of law or any regulatory authority will not dilute the disqualification.

- 6) If the IB/ any Consortium Member does not satisfy any of the requirements as may be issued by the GOO by way of notifications/ guidelines / circulars or such similar notifications from time to time, including any conditions for qualification, the EOI submitted by the IB shall be disqualified.
- 7) Integrity Pact Clause: If an IB/any Consortium Member is found involved in corrupt practices, unfair means or illegal activities during any stage of the Transaction or during the bid process and during the negotiation and execution of the Definitive Agreements, the IB shall be disqualified, at the sole discretion of GOO.
- 8) If any default, as above, becomes known after the IB has been shortlisted, that would have entitled GOO to reject or disqualify the IB, GOO reserves the right to reject or disqualify the IB at the time such information becomes known to GOO.
- 9) GOO's determination that one or more of the events specified in this Clause 6 has occurred shall be final and conclusive.
- 10) The above circumstances for disqualifications, at the discretion of GOO, shall also be applicable to Parent, where any Sole Bidder fulfils the financial/ technical criteria through its Parent or to Subsidiary of Sole Bidder where Sole Bidder relies on Subsidiary for meeting technical criteria.

7. ANNEXURES

Annexure 1: Format for Letter of EOI

(To be typed on the letterhead of the IB/ Lead Consortium Member submitting the EOI)

Reference No. _____ Date _____

To,

Mr. Arun Kumar Jain
Senior Vice President & Head
Kolkata Regional Office
SBI Capital Markets Ltd.
9th Floor, Jeevandeep Building
1, Middleton Street
Kolkata – 700071

Kind Attention: Mr. Arun Kumar Jain

Sub: EXPRESSION OF INTEREST FOR DISINVESTMENT OF ODISHA POWER GENERATION CORPORATION LIMITED (“OPGC”)

Sir/ Madam,

This is with reference to the advertisement dated [●] (“**Advertisement**”) inviting Expression of Interest (“**EOI**”) for disinvestment of 49% equity share capital of Odisha Power Generation Corporation Limited (“**OPGC**” or “the **Company**”).

This communication has been issued by the [Interested Bidder (as defined below) OR Lead Member (as defined below) for and on behalf of the Consortium (as defined below)].¹

We have read and fully understood the contents of the Advertisement, the Preliminary Information Memorandum and EOI Request dated [●], including all of the qualification requirements and

¹Strike out, whichever is not applicable

information provided therein. Capitalised expressions used in this letter (including all enclosures) have the same meaning as ascribed thereto in the EOI Request dated [●].

We hereby express our interest for participating in the Transaction and confirm and undertake as follows:

1. We are interested in bidding for the disinvestment of 49% equity share capital of OPGC.
2. [We are submitting this EOI as [●] [insert name of Interested Bidder] having its registered office at [●]

OR

2. We have formed a consortium comprising [●] members (“**Consortium**”) as follows:
 - a. [●] holding [●] % stake in the Consortium i.e. holding [●] % of the equity share capital of the Consortium SPV, on a fully diluted basis, and is designated as Lead Member as per the Consortium Agreement executed among all the Consortium Members (“**Lead Member**”);
 - b. [●] holding [●] % stake in the Consortium i.e. holding [●] % of the equity share capital of the Consortium SPV, on a fully diluted basis;
 - c. [●] holding [●] % stake in the Consortium i.e. holding [●] % of the equity share capital of the Consortium SPV, on a fully diluted basis; and
 - d. [●] holding [●] % stake in the Consortium i.e. holding [●] % of the equity share capital of the Consortium SPV, on a fully diluted basis

[●] (hereinafter referred to as the “**Interested Bidder**” or “**IB**”)

3. We have examined in detail and have understood the terms and conditions and eligibility criteria stipulated in the Advertisement and the PIM and we satisfy the eligibility criteria detailed in the Advertisement and the Request for Expression of Interest dated Month, Date, 2023.
4. We confirm and represent that we have the requisite corporate authorisations to submit the EOI.

²Strike out, whichever is not applicable

5. We represent that all the information provided in the EOI along with supporting documents is complete and accurate in all respects
6. We have agreed that [●] (insert name and designation of individual) will act as our representative/representative of the Consortium and has been duly authorised to submit the EOI along with all the documents to be submitted pursuant to the EOI (“Representative”).
7. The Representative is vested with the requisite power and authority to furnish this letter and Form A and authenticate the same.
8. [We agree to form an investment vehicle (SPV), prior to entering into the Definitive Agreements. The shareholding of the Consortium SPV shall be the same as the participation stake of the Members in the Consortium on a fully diluted basis.]³
9. [We undertake that in the event we are selected as the Successful Bidder and in the event that we make the investment through a SPV, we (as the Parent of the SPV) shall also be a party to the Definitive Agreements along with the SPV and will be jointly and severally liable for the obligations of the SPV. *(applicable for the case of sole bidder only)*]

OR

We undertake that in the event we are selected as the Successful Bidder and while relying on our Parent for fulfilling the financial and/or technical criteria, and in the event that we make the investment through a SPV, we (as the Parent of the SPV) along with our Parent shall also be a party to the Definitive Agreements along with the SPV and we and our Parent will be jointly and severally liable for the obligations of the SPV. *(applicable for the case of sole bidder relying on Parent financials/ technical criteria)*

OR

[We undertake that in the event we are selected as the Successful Bidder and make the investment through a SPV then each Consortium Member, shall be severally liable for obligations of the SPV and shall also be a party to the Definitive Agreements along with the SPV. The Lead Member shall, be jointly and severally responsible for the commitment of each of the Consortium Members in discharging all of their respective obligations in connection with the EOI. *(applicable for the case of Consortium).*]

³ Strike out in case of Sole IB and it is not proposed to form SPV

10. [We acknowledge that GOO will have rights of enforcement as against the [SPV]/[Consortium SPV] mentioned above under the Definitive Agreements and [also against the [IB/ Parent of Sole Bidder (as applicable)]/ [Consortium Members/ for breach of undertakings and representations made to the GOO under the EOI including under Annexure 5 (Consortium Agreement)]⁴
11. We undertake and confirm that in the event we become the Successful Bidder,
- a. The Lead Consortium Member shall hold at least 40% equity shareholding on a fully diluted basis in the Consortium SPV.
 - b. Any change in composition of the Consortium SPV shall be in accordance with the EOI Request.

(applicable for the case of Consortium only- strike out if not applicable)

12. We certify that neither have we or our Parent or our Subsidiary (in case Parent is being relied on for meeting financial/ technical criteria or Subsidiary is being relied upon for meeting technical criteria) been convicted by any Court of law, indicted, nor has any adverse order been passed against us by a regulatory authority in any matters relating to Grave Offence and/or which would cast a doubt on our ability to close the Transaction or manage the Company when it is disinvested. or which is related to a Grave Offence.⁵
13. We further certify that, no charge sheet has been filed by any agency of the Government of India or State Government(s) in regard to matters relating to security and integrity of the country nor have we been convicted by a Court of law for any offence committed by us, our directors or any of our respective Subsidiaries, or against any of our Associate Companies or any of our Promoters, Promoter Group⁶.
14. We further certify that no investigation by a regulatory authority is pending either against us, our directors, key managerial personnel or our Parent (in case net worth of

⁴ Strike out as applicable

⁵ In case of funds and LLPs, reference to investment manager and partners to be added

⁶ In case of funds and LLPs, reference to investment manager and partners to be added

Parent is being relied on and their directors, key managerial personnel. We further confirm that we are not disqualified in terms of Clause 6 (Disqualifications) of the EoI Request. In the event we are attracted by any of the disqualifications in terms of the EOI Request during the pendency of the process of Disinvestment/ Transaction, owing to change in facts or circumstances, we would intimate the Transaction Advisor of the same within 7 business days of such disqualification.

15. We represent that we are not disqualified to enter into or perform our obligations in relation to the Transaction (including acting as Promoter of the company) pursuant to the applicable laws including regulations, guidelines, orders, directions or instructions of any regulatory authority (including SEBI or RBI), administrative authority or department or ministry of central or state government or any court in India.
16. We however, understand that the GOO reserves the right to decide whether or not to qualify our EOI without assigning any reason whatsoever and without any liability.
17. We shall keep this EOI valid till submission of financial bid or such other time as may be notified by the GOO/ Transaction Advisor.
18. [Form A as per formats given in Annexure of the PIM, duly signed by us is enclosed along with the stamped and notarized/ apostle/legalized Power of Attorney

OR

The Form A, duly signed by representative members who jointly satisfy the eligibility criteria are enclosed along with the certified true copy of the Consortium Agreement between the consortium members as per formats given in Annexure of the PIM. Further, the stamped and notarized/ apostle/legalized Power of Attorney is also enclosed.]

19. [We certify that our Net worth as on ____ (date in dd/mm/yyyy) as per specifications in the Eligibility Criteria section of the PIM is Rs ____ Crore]. OR [We certify that in terms of the EOI Request, we fulfil the Net worth criteria through our Parent namely [insert name of the parent entity] whose Net worth as on _____ (date in dd/mm/yyyy) is Rs ____ Crore].

OR

We certify that as per specifications in the Eligibility Criteria section of the PIM, Net worth for the Consortium and its Members is as below:⁷

- a. Net worth of [●] is Rs. ___ crore as on ____ (date in dd/mm/yyyy);
- b. Net worth of [●] is Rs. ___ crore as on ____ (date in dd/mm/yyyy);
- c. Net worth of [●] is Rs. ___ crore as on ____ (date in dd/mm/yyyy); and
- d. Net worth of [●] is Rs. ___ crore as on ____ (date in dd/mm/yyyy);

Combined Net worth of the consortium is Rs _____ Crore.]⁸

20. We certify that our/our Parents (*in case of reliance on parent for financial criteria*) Revenue and Profitability as per specifications in the Eligibility Criteria section of the PIM is as below (*applicable for the Sole Bidder/ Parent of Sole Bidder as per the PIM*):

S. No.	Financial Year Ending Date	Duration of Financial Year (in months)	Revenue (in Rs. Crore)	Profitability (in Rs. Crore)
1				
2				
3				
4			NA	
5			NA	

OR

We certify that as per specifications in the Eligibility Criteria section of the PIM, our Revenue and Profitability is as below (*to be submitted for respective members of Consortium as per the PIM*):

S. No.	Financial Year Ending Date	Duration of Financial	Lead Member		Member 2		Member 3	
			Revenue (Rs Cr)	Profitability (Rs Cr)	Revenue (Rs Cr)	Profitability (Rs Cr)	Revenue (Rs Cr)	Profitability (Rs Cr)

⁸ Strike out whichever is not applicable

		Year (in months)						
1								
2								
3								
4			NA		NA		NA	
5			NA		NA		NA	

]°

21. **Technical Criteria** - We certify that our/our Parents (*in case of reliance on parent for technical criteria*)/ our Subsidiary(ies) (*in case of reliance on directly or indirectly controlled subsidiary for technical criteria*) operational Thermal Power Capacity as per specifications in the Eligibility Criteria section of the PIM is as below (*applicable for the Sole Bidder/ Parent of Sole Bidder as per the PIM*):

S. No.	Name of Entity (Specify whether Sole Bidder/ Parent/ Subsidiary(ies))	Financial Year Ending Date	Duration of Financial Year (in months)	Operational Thermal Power Plant (in MW)
1				
2				
3				
4				
5				

OR

Technical Criteria - We certify that as per specifications in the Eligibility Criteria section of the PIM, the operational Thermal Power Capacity of the Lead Member of the

° Strike out whichever is not applicable

Consortium is as below (to be submitted for respective members of Consortium as per the PIM):

S. No.	Financial Year Ending Date	Duration of Financial Year (in months)	Operational Thermal Power Plant (in MW)
1			
2			
3			
4			
5			

] ¹⁰

22. We shall be glad to receive further communication on the subject.

(In case of entities having PAN and TAN registration in India)

Our PAN number is _____. [insert PAN of IB/ Lead Member]

Our TAN number is _____. [insert TAN of IB/ Lead Member]

(In case of entities not having PAN and TAN registration in India) [following details of the IB/ Lead Member to be provided]

- Name, Email-ID, contact number
- Address in the country of residence
- Country of tax residency
- Tax Identification Number ("TIN") in the country of residence; if no TIN is being issued, any other unique identification number issued by the government of such country.

Thank you.

Yours sincerely,

¹⁰ Strike out whichever is not applicable

For and on behalf of: [name of the Interested Bidder/ Lead Member]

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Enclosures:

1. Demand Draft for – non-refundable Fee or proof of NEFT Transfer
2. Form A
3. Undertaking in Relation to Ultimate Beneficial Owner
4. General Power of Attorney
5. Power of Attorney in favour of lead Member [submitted by each Consortium Member]¹¹
6. [Certified true Copy of the Consortium Agreement between the Consortium Members]¹²
7. Confidentiality Undertaking
8. Affidavit
9. Declaration/Disclosure [submitted by IB/Parent of IB/each Consortium Member]¹³
10. Undertaking by Parent of Sole Bidder¹⁴
11. Certificate of Shareholding pattern
12. Certificate of Eligibility for participation in the Transaction
13. Certificate of Fulfilment of Financial Criteria
14. Certificate of Fulfilment of Technical Criteria
15. Board Resolution(s)

11 Delete if not applicable

12 Delete if not applicable

13 Delete if not applicable

14 Delete if not Applicable

Annexure 1A - Undertaking in Relation to Ultimate Beneficial Ownership

(On the letterhead of the IB/ each Consortium Member)

To,
Mr. Arun Kumar Jain
Senior Vice President & Head
Kolkata Regional Office
SBI Capital Markets Ltd.
9th Floor, Jeevandeep Building
1, Middleton Street
Kolkata – 700071

Sub: UNDERTAKING IN RESPECT OF EXPRESSION OF INTEREST FOR DISINVESTMENT OF ODISHA POWER GENERATION CORPORATION LIMITED (“OPGC”)

We hereby represent and undertake that we do not have the same ultimate beneficial owner(s) as of any other IB or Consortium Member participating in the Transaction and we have not submitted more than one (1) EOI, either as a Sole Bidder or as a Consortium Member.

Note: Capitalized terms not defined shall have the same meaning ascribed to them in the Request for Expression of Interest.

Yours sincerely,

For and on behalf of: [name of the Interested Bidder/ Consortium Member]

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Annexure 2: Form A (forming an integral part of the EOI)

(To be submitted on letterhead (unless otherwise mentioned) of Interested Bidder/each Consortium Member/ Parent (in the event Sole Bidder fulfils the financial and/ or technical criteria through its Parent))

A. Name of the Interested Bidder/Consortium Member _____ (Please indicate Lead Member)

B. **Executive Summary and Management Organization:** Providing brief description of the IB / Consortium Member containing details like

S. No.	Information Required of IB	Response of IB
1.	Brief summary about IBs business	
2.	<ul style="list-style-type: none"> Organization structure indicating the parent / subsidiary/ associates / group companies associated with IB. <i>Such structure should clearly indicate the holding % across the group companies</i> Organization structure indicating the identity of the natural persons who are the Ultimate Beneficial Owners. <i>For the purpose of clarity, refer the definition of Ultimate Beneficial Owner</i> 	
3.	Place of Effective Management of business of the IB/ Consortium Member ("Place of Effective Management" means the place where key management and commercial decisions that are necessary for the conduct of business of an entity as a whole are, in substance made), (as per Central Board of Direct Taxes Guideline F. No. 142/11/2015-TPL dated January 24, 2017) etc.	
4.	PAN, TAN of IB	
5.	In case of entities not having PAN and TAN registration in India,	

	<ul style="list-style-type: none"> • Address & country of residence • Tax Identification Number ("TIN") in the country of residence; if no TIN is being issued, any other unique identification number issued by the government of such country 	
6.	Registered Office – Address, phone number, facsimile number	
7.	Head Office – Address, phone number, facsimile number	
8.	Address for correspondence along with email address / Contact number of Authorised Signatory of IB/ Consortium Member 1) Contact Person(s): a) Name: b) Designation: c) Phone No.: d) Mobile No.: e) Email:	
9.	Website details, if any, of IB/ Parent of Sole Bidder /Consortium Member.	

C. Basic Information:

- 1) Constitution (Tick, wherever applicable)
 - a) Public Limited Company
 - b) Private Limited Company
 - c) Limited Liability Partnership Firm
 - d) Others, if any (Please specify)

- 2) Certified true copies of the following documents to be submitted. However, if IB/ Parent of Sole Bidder /Consortium Member cannot submit any of the following documents, it shall state reasons for the same as per the format below:

Documents	Submitted (Yes/ No)	If not submitted, please state reasons for the same
Certificate of Incorporation		
Memorandum of Association		

Documents	Submitted (Yes/ No)	If not submitted, please state reasons for the same
Articles of Association		
Certificate of Commencement of Business		
Charter Documents		
Other Constitution Documents, i.e., Partnership Deed etc., as may be applicable		
Registration Certificate for AIFs		

- 3) A certificate for list of Board of Directors and key management personnel duly signed by the respective Company Secretary or any other officer in-charge of secretarial/legal affairs of IB/ Parent of Sole Bidder /Consortium Member.
- 4) A certificate by an independent chartered accountant/statutory auditor/Company Secretary or any other officer in-charge of secretarial/legal affairs for the shareholding pattern of the IB/ Parent of Sole Bidder /Consortium Member. Refer Annexure 11 for Format
- 5) Basis of eligibility for participation in the process (Please mention details of your eligibility) as under:
- a) A certificate duly signed by our Company Secretary/ any other officer in charge of secretarial/legal affairs, stating that we are eligible to participate in the proposed Disinvestment in terms of Clause _____ (specific reference to the said provision may be drawn) of our Memorandum and Articles of Association/ _____ (insert name of Constitution Document, viz., Partnership Deed etc. as may be applicable). Refer Annexure 12 for Format
- b) Audited Financial Statements (on standalone and consolidated basis)/Annual Reports for the previous five financial years (including profit and loss statement, balance sheet and cash flow statement) (Kindly also include most recent, not older than 31st December 2021, Audited Financial Statements/Annual Report on standalone and consolidated basis).

Provided that, in the event such IB/ Parent of Sole Bidder / any Consortium Member is an unlisted entity, and does not have the audited financial statements of immediately preceding financial year, the latest available unaudited/ provisional financial

statements may be given as certified by its statutory auditor; in case such entity is a listed entity, and its audited financial statements are not available for the immediately preceding financial year, the information contained in latest Quarterly Limited Review report is to be submitted. However, the audited financial statements of such entities shall be submitted, as and when prepared as per the statutory requirements and timelines of the relevant countries where it is incorporated

All financial statements/ annual reports/net worth certificates submitted should be certified by authorised signatory.

In case the IB/ Parent of Sole Bidder /any Consortium Member cannot submit the consolidated financial statements as mentioned above, it shall specify reasons for the same.

- c) **Certificate for fulfilment of Financial Criteria:** Please provide certificate certifying Net worth, Revenue and Cash Profit for IB/ Parent of Sole Bidder /Consortium Member as specified in the Eligibility Criteria section of the PIM. The certificate is to be signed by Statutory Auditor (in case bidder is a company)/ independent chartered accountant (in case bidder entity is other than company) and has to be countersigned by Authorised Signatory of Sole Bidder/ Parent of Sole Bidder/ Consortium Member. *Refer Annexure 13 for Format*

The certificate for fulfilment of Financial Criteria should clearly mention the following:

- The date/ period of calculation for which Net worth, Revenue and Profitability details have been submitted.
- That the Net worth, Revenue and Profitability calculation has been done in accordance with the stipulations under the Eligibility Criteria section of the PIM.
- In case the IB/ Parent of Sole Bidder /Consortium Member are not required to prepare consolidated financial statements as a part of statutory requirements, the same should be mentioned in the certificate (in such a case, the standalone financial statements are to be used for assessment. However, the same would be accepted only if the certificate for fulfilment of Financial Criteria clearly mentions the non-requirement for preparation of consolidated financial statements)
- The certificate should clearly mention that the issuing authority is Statutory Auditor (in case bidder is a company) or independent chartered accountant (in case bidder entity is other than company), for the IB/Parent of Sole Bidder/Consortium Member

- It should clearly specify the cross holdings with other Consortium Members, if any.
- The financial statements on the basis of which the Financial Criteria have been assessed correspond to accounting periods completed (each of not less than 12 months duration) and are not based on partial periods. The financial statements are to be submitted along with the Certificate.

d) **Certificate of fulfilment of Technical Criteria** - A certificate from Company Secretary/ Authorized Representative certifying the fulfilment of Technical Criteria as specified in the Eligibility criteria section.

In case of Sole Bidder relying on Parent or Subsidiary for meeting Technical Criteria, certificate to be provided from Company Secretary/ Authorized Representative of the Parent/ Subsidiary and countersigned by Authorized Representative of Sole Bidder.
Refer Annexure 14 for Format

6) Provide documents such as a board or shareholders' resolution in favour of the person executing the Power of Attorney for the delegation of power on behalf of the IB/ Consortium Member. In case of affixation of Common Seal, relevant Board Resolution authorising affixation of Common Seal is to be provided.

***Note:** The date of execution of board or shareholders' resolution should be prior to the date of execution of the Power of Attorney*

D. International Operations/ Joint Ventures/ Alliances:

1) Brief note of IB's/ Parent of Sole Bidder's / Consortium Member's/ international operations, joint ventures, alliances, (whether international or domestic), including incorporation details, registered office, nature and size of such operations, equity ownership/ effective management and control (as applicable). Such details shall be provided for only those operations which the IB considers as being material (directly or indirectly) to its business and/ or the Transaction

E. Professional Advisors (if any):

1) IB/ Consortium Member to provide names and addresses of those companies and professional firms, if any, who are (or will be) advising the IB/ Parent of Sole Bidder /Consortium/Consortium Member for the Transaction, together with the names of the principal individual advisors at those companies and firms.

F. Outstanding Litigation/ Contingent Liability:

- 1) IB/ Parent of Sole Bidder/ Consortium Member must provide with the EOI a statement of those pending litigations only that, if decided against the IB/ Parent of Sole Bidder/ Consortium Member shall disqualify the IB/Consortium Member in terms of the prescribed Eligibility criteria.

Note: Matters in ordinary course of business of an operating company are not to be included as disclosure under this segment.

- 2) IB/ Parent of Sole Bidder/ Consortium Member to provide details of all contingent liabilities that, if materialised, that have or would reasonably be expected to have a material adverse effect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the IB/ Parent of Sole Bidder/ Consortium Member, or other similar business combination or sale.

G. Foreign Direct Investment (FDI) Restrictions:

If the IB/ any Consortium Member is a foreign entity/ overseas corporate body, specify list of statutory approvals from the Government of India/ the Reserve Bank of India/ Department for Promotion of Industry and Internal Trade/ relevant ministry/ any other Government agency, specifying whether the same is applied for/ to be obtained/ awaited.

Yours sincerely,

For and on behalf of: (name of the Interested Bidder/ Parent of Sole Bidder /Consortium Member)

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Place:

Date:

Important Note:

- 1) Please follow the order adopted in the Format provided, while submitting the details; please strike out or write “Not Applicable” instead of deletion.

- 2) If the IB/ Parent of Sole Bidder /any Consortium Member are unable to respond to a particular question/request or submit any document as per stated requirement, the relevant question/request or request for submission of document, must nonetheless be set out as per the Format, with the words “No response given” mentioned against it, stating reasons for the same

Annexure 3: General Power of Attorney

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and to be notarized and submitted by the IB/ each Consortium Member submitting the EOI

Note: Date of execution of Power of Attorney should be prior to date of execution of other documents as per EOI Request)

General Power of Attorney

To all to whom these presents shall come, We..... [name of the IB] having our registered office/principal office at _____ [address of the registered office/principal office] do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name),.....son/daughter/wife of and presently residing at, who is presently employed with [us/ the Lead Member of our Consortium]¹⁵ 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, to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for the **proposed disinvestment of 49% equity stake in Odisha Power Generation Corporation Limited**, including but not limited to signing and submission of all applications, EOIs, affidavits and other documents and writings, participating in conferences, if any, and providing information/ responses to GOO/ Transaction Advisor, representing us in all matters before GOO/ Transaction Advisor and generally dealing with GOO/ Transaction Advisor in all matters in connection with or relating to or arising out of our application for qualification for the Transaction (as defined in the Preliminary Information Memorandum dated [●] issued by Transaction Advisor).

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 Attorney pursuant to and in exercise of the powers conferred by this power of attorney (“Power of Attorney”) and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

¹⁵Strike out whichever is not applicable

We confirm and declare that we have not executed any other power of attorney in favour of any other person(s) in relation to the subject matter of this power of attorney and this power of attorney is irrevocable.

All the terms used herein but not defined shall have the meaning ascribed to such terms in the EOI Request dated [●].

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

.....

(Signature, name, designation and address)

In the presence of:

- 1.
- 2.

Accepted

(Signature, Name, Designation and Address of the Attorney)

[To be duly notarized]

[To affix common seal, if applicable]

Notes:

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

- executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be appropriately stamped and notarized.
- 2) The Interested Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Interested Bidder.
 - 3) For a Power of Attorney executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law.
 - 4) The date of execution of Power of Attorney shall be before the date of execution of other documents as part of EOI.
 - 5) In case of a consortium, all the Consortium Members are required to submit the Power of Attorney
 - 6) In case Common Seal is required to be affixed, relevant Board Resolution authorising affixation of Common Seal to be provided. Signatories authorised as per the Board Resolution need to sign against the affixed Common Seal.

Annexure 4: Power of Attorney in favour of Lead Member

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized)

Note: Date of execution of Power of Attorney should be prior to date of execution of other documents as per EOI Request)

Whereas the Government of Odisha (“GOO”) has invited EOIs from Interested Bidders for the disinvestment of 49% of the equity share capital of Odisha Power Generation Corporation Limited (the “Transaction”).

Whereas, _____ (Lead Member/Member-1), _____ (Member-2), _____ (Member-3) and _____ (Member-4) (collectively the “Consortium”) being Consortium Members are interested in bidding for the Transaction in accordance with the terms and conditions of the PIM and other connected documents in respect of the Transaction, and

Whereas the members to record their understanding to participate in the bidding with have entered into the Consortium Agreement dated _____, and Whereas, it is necessary for the Consortium Members to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s EOI or Bid (“Non-Financial and Financial”) for the Transaction and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We (hereinafter collectively referred to as the “Principals”),

- a. M/s _____, having our registered office/principal office at _____;
- b. M/s _____, having our registered office/principal office at _____;
- c. M/s _____, having our registered office/principal office at _____;
- d. M/s _____, having our registered office/principal office at _____;

,do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S _____, being one of the Consortium Members, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate):

- 1) To conduct all business for and on behalf of the Consortium and any one of us during the process of this Transaction

- 2) In the event the Consortium is selected as Successful Bidder, during the execution of the Transaction and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its EOI for the Transaction
- 3) Further, do any of such acts, deeds or things on our behalf including but not limited to signing and submission of all applications, EOI, affidavits and other documents and writings, participate 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 Consortium and
- 4) Generally to represent the Consortium in all its dealings with GOO, TA, OPGC and/ or any other GOO Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s EOI or Bid for the Transaction and/or upon award thereof till the completion of the Transaction.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms in the PIM.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____, DAY OF [●], 20[●],

Executants:

For _____, (Signature) _____

(Name & Title)

For _____, (Signature) _____

(Name & Title)

For _____, (Signature) _____

(Name & Title)



Witnesses: (Names and Signatures)

1

2

[To be duly notarized]

[To affix common seal, if applicable]

Important Instructions:

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney shall be duly notarized and stamped.
- 2) For a Power of Attorney executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law.
- 3) The date of execution of Power of Attorney for Lead Consortium Member shall be subsequent to the date of execution of General Power of Attorney (Annexure 3) by the Consortium members.
- 4) In case Common Seal is required to be affixed, relevant Board Resolution authorising affixation of Common Seal to be provided. Signatories authorised as per the Board Resolution need to sign against the affixed Common Seal.

Annexure 5: Format for Consortium Agreement (In case IB is a Consortium)**(To be appropriately stamped and notarized)****(To be submitted by the lead Consortium Member on behalf of itself and the Consortium members submitting the EOI)**

THIS Consortium Agreement ("**Agreement**") is executed on this _____ day of _____ Two thousand _____ between

1. M/s [insert name of Lead Member] _____
[a limited liability partnership OR company] incorporated under the laws of _____ and having its [Registered Office OR Principal Place of Business] at _____, having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns);
2. M/s _____ [a limited liability partnership OR company] incorporated under the laws of _____ and having its [Registered Office OR Principal Place of Business] at _____, having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns);
3. M/s _____ [a limited liability partnership OR company] incorporated under the laws of _____ and having its [Registered Office OR Principal Place of Business] at _____, having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "**Member-3**", which expression shall include its successors, executors and permitted assigns);
4. M/s _____ [a limited liability partnership OR company] incorporated under the laws of _____ and having its [Registered Office OR Principal Place of Business] at _____, having CIN / LLPIN/ registration/incorporation number (if applicable) _____ (hereinafter called the "**Member-4**", which expression shall include its successors, executors and permitted assigns); and

for the purpose of submitting response to Advertisement dated [●] inviting Expression of Interest for disinvestment of 49% equity stake in Odisha Power Generation Corporation Limited (“OPGC” or “Company”).

WHEREAS, each Member individually shall be referred to as the "**Member**" and all of the Members shall be collectively referred to as the "**Members**" in this Agreement.

WHEREAS the Instructions for submitting EOI as per EOI Request stipulates that in case EOI is being submitted by a Consortium of Interested Bidders, the Consortium Members will have to submit a legally enforceable Consortium Agreement in a format specified by GOO.

Capitalised terms used in this Agreement but not defined herein shall have the meaning as per EOI Request.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Consortium Members and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), **holding at least 40% shareholding (i.e. equity share capital and shareholding on a fully diluted basis)** shall act as the Lead Member as defined in the EOI Request for self and agent for and on behalf of Member-2, _____, Member-3, _____, and Member-4, _____ and to submit the EOI;
2. We have formed consortium comprising ____ members as follows:
 1. _____(Insert name)/%stake in the Consortium i.e. holding [●]%of the equity share capital of the Consortium SPV, on a fully diluted basis;
 2. _____(Insert name)/%stake in the Consortium i.e. holding [●]%of the equity share capital of the Consortium SPV, on a fully diluted basis;
 3. _____(Insert name)/%stake in the Consortium i.e. holding [●]%of the equity share capital of the Consortium SPV, on a fully diluted basis;
3. We undertake that after the submission of the EoI, the composition of the Consortium shall be maintained for a period as specified in the RFP, if it is shortlisted as the Successful Bidder.
4. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

5. The Lead Consortium Member shall hold at least 40% equity shareholding on a fully diluted basis in the Consortium SPV.
6. We understand and acknowledge that if the Consortium is the successful bidder it will have to do the acquisition of the Government of Odisha's stake in the Disinvestment through a special purpose vehicle ("Consortium SPV"). We undertake to incorporate the Consortium SPV after the submission of our EOI and prior to entering into the definitive agreements, including the share purchase agreement, in connection therewith.
7. .
8. The Members of the Consortium shall be severally responsible and liable to fulfil all of its obligations relating to the EOI including inter alia the RFP and Definitive Agreement(s) entered into by Consortium of Consortium SPV. The Lead Member shall, irrespective of its financial commitment to the Consortium, be jointly and severally responsible for ensuring the individual and collective commitment of each of the members of the Consortium in discharging all of their respective obligations in connection with the EOI and any other documents related to Transaction such as RFP, Definitive Agreement(s) and Lead Member shall be liable for consequences of breach of the aforesaid documents by the members of Consortium.
9. The Lead Member, on behalf of the Consortium, shall *inter alia* be responsible for liaising with any authority or persons as required and to do all acts necessary for and on behalf of the Consortium.
10. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid shall not in any way be a limitation of responsibility of the Consortium Members under this Agreement.
11. This Agreement shall come into effect on the day first above written, and shall remain valid until the Consortium has any unfulfilled obligation. In the event however the Consortium is the successful bidder and the Consortium SPV signs the Definitive Agreement(s) this Agreement will be valid for so long as the Consortium SPV has any unfulfilled obligations under such agreements.
12. This Agreement shall be construed and interpreted in accordance with the laws of India and courts at Mumbai alone shall have the exclusive jurisdiction in all matters relating thereto and arising there-under.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the EoI.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the EoI except with prior written consent of Government of Odisha (GOO).
15. We acknowledge that we have read and understood the Preliminary Information Memorandum and the EOI Request and will abide by all the terms and conditions mentioned therein. We will also always abide by the terms of the RFP and any other document applicable to us, issued by GOO. In case of any inconsistency between this Agreement and aforesaid documents, the terms of the aforesaid documents will apply.
16. This Agreement:
- (i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GOO.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>FOR [Insert name of Member-1]</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>
--	---

<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>FOR [Insert name of Member-2]</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>
<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>FOR [Insert name of Member-3]</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>
<p>Witnessed by:</p> <p>Signature:</p> <p>Name:</p> <p>Address:</p>	<p>FOR [Insert name of Member-4]</p> <p>_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>

[Signature and stamp of Notary of the place of execution]

[To affix common seal, if applicable]

Important Instructions:

For a Consortium Agreement executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law. The document shall also be duly stamped and notarized.

Annexure 6: Confidentiality Undertaking

(To be appropriately stamped and notarized and submitted by the IB/ each Consortium Member seeking VDR access and / or submitting the EOI)

DEED OF CONFIDENTIALITY UNDERTAKING

This DEED OF CONFIDENTIALITY UNDERTAKING ("Undertaking") is made on this day of, 2021.

BY

M/s _____ [insert name of Interested Bidder/ Lead Member] a [limited liability partnership OR company] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called the [**"Interested Bidder"** OR **"Lead Member"**]¹⁶, which expression shall include its successors, executors and permitted assigns);

[AND

M/s _____ [insert name of Consortium Member] a [limited liability partnership OR company] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called **"Member-2"**, which expression shall include its successors, executors and permitted assigns);

AND

M/s _____ [insert name of Consortium Member] a [limited liability partnership OR company] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called **"Member-3"**, which expression shall include its successors, executors and permitted assigns);

AND

¹⁶Delete whichever is not applicable



M/s _____ [insert name of Consortium Member] a [limited liability partnership OR company] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at (hereinafter called "**Member-4**", which expression shall include its successors, executors and permitted assigns);

The Lead Member, Member-2 , Member-3 and Member -4 shall be collectively referred to as **Interested Bidder**¹⁷

IN FAVOUR OF:

The Principal Secretary, Department of Energy, Government of Odisha (the "**Administrative Ministry**");

AND

Odisha Power Generation Corporation Limited, a company incorporated under the Companies Act, 1956, bearing corporate identification number (CIN) U40104OR1984SGC001429, having its registered office at ZONE-A, 7TH FLOOR, Fortune Tower, Chandrasekharapur Bhubaneswar - 751023, Odisha ("**OPGC**" or the "**Company**").

AND

SBI Capital Markets Limited, whose registered office is at 202, Maker Tower 'E', Cuffe Parade, Mumbai 400 005, India (hereafter referred to as the "**Transaction Advisor**").

WHEREAS:

- A. The Interested Bidder has submitted an Expression of Interest for participation in the disinvestment of 49% equity stake of Odisha Power Generation Corporation Limited ("**OPGC**" or "**Company**") (the "**Transaction**")
- B. In the context of the IB's interest in the Transaction, the Disclosing Party (as defined hereinafter) may disclose Confidential Information (as defined hereinafter) to the Receiving Party (as defined hereinafter) to enable the IB to evaluate the Transaction.

¹⁷Delete if IB is not a Consortium

NOW, THEREFORE, in consideration for receiving the Confidential Information, the IB hereby executes this Undertaking and undertakes, represents, warrants, covenants and agrees to the terms and conditions contained herein:

1. Capitalised terms and expressions used but not defined in this Undertaking shall have the same meaning ascribed thereto in the EOI Request. The following capitalized expressions used in this Undertaking (including the recitals) shall have the meaning assigned to them hereunder;
 - 1.1. "**Advisors**" means, collectively, SBI Capital Markets Limited and M/s Cyril Amarchand Mangaldas
 - 1.2. "Affiliate" with respect to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with such Person, with "control" having the same meaning as set forth in the Companies Act, 2013; or shareholders holding more than 10% shareholding in such Person on fully diluted basis.
 - 1.3. "**Confidential Information**" means and includes any and all facts, knowledge, information, documents and materials whether written or oral, obtained or received in the process of the Transaction from the Disclosing Party and/or any other person, including as part of due diligence process, information shared in VDR or otherwise and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding the foregoing, the following information will not constitute "Confidential Information" for purposes of this Undertaking:

- (a) Information which the Interested Bidder can prove was already in the possession of the Receiving Party and was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party;
- (b) Information which is obtained by the Receiving Party from a third person who, insofar as is known to the Receiving Party, is not prohibited from disclosing the information to the Receiving Party under a contractual, legal or fiduciary obligation to the Disclosing Party; and
- (c) Information which is or becomes generally available to the public otherwise than as a result of a breach of this Undertaking by the Receiving Party.

The decision of the Government and/or the Company on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive and binding.

- 1.4. "**Disclosing Party**" means the Advisors, the Company, the Administrative Ministry, the GOO, other Governmental Authority and/or their respective Representatives, whether jointly or severally.
 - 1.5. "**Governmental Authority**" means any governmental or regulatory authority, government ministry or department in India or other rule or regulation making entity having jurisdiction or acting on behalf of the Republic of India or any political subdivision thereof.
 - 1.6. "**Person**" means any individual, company (including the Company and the Advisors), firm, association, trust, or any other organization or entity (including the Government and any governmental or political subdivision, ministry, department or agency thereof)
 - 1.7. "**Receiving Party**" means the Interested Bidder and its/ their Representatives, whether jointly or severally.
 - 1.8. "**Representative(s)**" of any Person includes the directors, officers, employees, agents, consultants, advisors, shareholders, Affiliates of such shareholders, partners, lenders for financing of this Transaction or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person.
2. The Confidential Information disclosed by the Disclosing Party or any other person in connection with the Transaction to the Receiving Party, or acquired by the Receiving Party in the course of any studies conducted by the Receiving Party, will be received and treated by the Receiving Party as strictly confidential, subject to its obligations contained herein, and the Receiving Party shall not, without the Company's as well as the Government's prior written consent issued by its authorized personnel, or as expressly permitted herein, directly or indirectly disclose to any other Person, or use or allow others to disclose or use, the Confidential Information.
 3. The Receiving Party will use the Confidential Information only to evaluate the Transaction and to decide whether or not it wishes to proceed with the Transaction and not for any purpose other than the Transaction. The Receiving Party will not directly or indirectly use the Confidential Information for any other purpose or in any other manner whatsoever and shall particularly ensure that the interests of the Company / GOO/ Advisors are not adversely affected in any manner whatsoever.
 4. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information, by the Interested Bidder's execution of this Undertaking, the Interested Bidder, for itself and on behalf of all other Receiving Party, agrees that all of the Confidential

Information shall be held and treated by the Receiving Party in strict confidence. The Interested Bidder agrees (a) to disclose Confidential Information only to Consortium Members and/or those of its Representatives who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each such Interested Bidder or Representative of the Interested Bidder will be informed and advised in writing by the Interested Bidder of the confidential nature of such information and the contents of and the obligations under this Undertaking and (b) to satisfy itself that each such Consortium Member and/or Representative of the Interested Bidder will hold and treat the Confidential Information in confidence and act in accordance therewith. The Interested Bidder agrees that the Confidential Information shall not, without the Company's as well as the Government's prior written consent, be disclosed by the Interested Bidder and/or its/ their Representatives in any manner whatsoever, in whole or in part, to any third Person, and shall not be used by the Interested Bidder or its Representative other than in connection with an evaluation of the Transaction.

The Interested Bidder recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the possible resultant impact to the Company and the Government if the Confidential Information is disclosed or allowed to be disclosed to an unauthorised party or used for any purpose other than evaluating the Transaction. The Interested Bidder acknowledges and agrees that it is imperative that all Confidential Information remains confidential.

The Interested Bidder, before disclosing any of the Confidential Information to any shareholder/ member/ partner/ Representative of the Interested Bidder, or any shareholder/ member/ partner/ Representative of a Consortium Member(s), as the case may be, shall ensure that such shareholder/member/ partner/ Representative of the Interested Bidder or Consortium Member(s), as the case may be, has already executed and furnished to the Advisors, a written undertaking identical in form and content as this Undertaking in favour of the Government, the Company and the Advisors within 7 (seven) days. Provided, however that, if the Interested Bidder has already entered into any agreements with, or obtained undertakings from, its Representatives, which require such Representatives to comply with all confidentiality obligations similar to those included in this Undertaking, no separate undertakings will need to be submitted to the Advisors.

Notwithstanding any agreement or undertaking, the Interested Bidder agrees that it shall continue to be responsible and liable for any breach of this Undertaking even though the same is caused by any act or omission of any of the shareholders/ members/ partners/ Representative of the Interested Bidder and shareholder/ members/ partners/ Representative of a Consortium Member(s), as the case may be, and shall indemnify and hold the Government, the Company, and the Advisors harmless (including provisions of clause 6 and 15 set forth herein) from any breach of this Undertaking or consequences and claims arising therefrom.

[In case the Interested Bidder is a Consortium, it agrees that for the purpose of this Undertaking, its liability shall be joint and several with each of the Consortium Members.]¹⁸

5. Except as permitted by Clause 4 herein and except as expressly permitted by the Definitive Agreements, entered into by the Interested Bidder, and/or any company formed and promoted by them for the acquisition of OPGC, the Receiving Party will not directly or indirectly disclose to any Person (including another prospective purchaser who has been provided Confidential Information) the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party have inspected any portion of the Confidential Information, or that the Receiving Party had discussion or negotiation in relation to the Transaction. Except with the prior written consent of the Company and the Government, and except as expressly permitted by such definitive share purchase agreement, the Receiving Party will not directly or indirectly disclose to any Person the fact that any discussions or negotiations are taking place concerning the Transaction, including the status and content of such discussions or negotiations.
6. On acquiring the Confidential Information on the terms stated in this Undertaking or otherwise, the Receiving Party shall comply with all applicable law, and the Interested Bidder hereby jointly and severally indemnifies and agrees to hold the Advisors, the Government and the Company indemnified and harmless (without prejudice to Clause 15 set forth below) against all and any consequences arising from any violation by the Receiving Party of such applicable laws.
7. If the Receiving Party is requested or becomes legally compelled (by oral questions, summons, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a Governmental Authority and/or regulatory body (including any self-regulated organisation in India or overseas) to make any disclosure that is prohibited or otherwise constrained by this Undertaking or any similar undertaking or agreement, the Receiving Party will provide the Advisors, the Government and the Company with prompt written notice of such request so that the Advisors, the Government or the Company may seek an appropriate injunction, protective order or other appropriate remedy. Subject to the foregoing, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of the Interested Bidder's legal counsel (reasonably acceptable to the Advisors, the Government and the Company), the Receiving Party is legally compelled or is otherwise legally required to disclose or else stand liable for contempt or suffer other material censure or material penalty;

¹⁸Delete, if IB is not a Consortium

provided, however, that the Receiving Party must use best efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed.

8. The confidentiality obligations contained in this Undertaking may, at the discretion of the Government, the Company and the Advisors, be amended, modified or superseded upon the Interested Bidder and/or any company formed and promoted by them for executing Definitive Agreements, but shall be without prejudice to any of the Advisors', the Government's or the Company's rights in respect of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.

The Interested Bidder agrees that the Government reserves the right, in its sole discretion to modify the process of the Transaction in any part and/or to vary any terms at any time without prior notice to the Interested Bidder and/or to reject any or all proposals made by the Interested Bidder with regard to the Transaction.

9. The Government and/or the Company may elect at any time to terminate further access by the Receiving Party to any Confidential Information required by the Interested Bidder in connection with its evaluation of the Transaction. After any such termination by the Government and/or the Company as specified in Clause 8 above, or after the decision of the Interested Bidder to not proceed with the Transaction, the Interested Bidder:
 - (a) will promptly, on receipt of any written request from the Government or the Company, deliver to the concerned Disclosing Party, all Confidential Information including all documents or other materials furnished by such Disclosing Party to the Receiving Party, together with all copies and summaries thereof in the possession or under the control of the Receiving Party, and
 - (b) will destroy materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material.

Any such destruction pursuant to the foregoing must be confirmed by the Interested Bidder in writing to each of the Advisors, the Government and the Company (such confirmation must include a list of the destroyed materials). The Interested Bidder acknowledges that the return of the Confidential Information and the return or destruction of the Confidential Information pursuant to termination or otherwise shall not release the Receiving Party from its obligations under this Undertaking.

Notwithstanding anything contained in this Undertaking, the Receiving Party (i) may retain copies of the Confidential Information to the extent that such retention is required to comply with applicable law, on demonstrating to the Government / Transaction Advisor that such retention is mandatorily required to comply with applicable law and (ii) shall not be required to erase or destroy electronically stored Confidential Information that has been saved to a

backup file in accordance with our ordinary backup and archiving procedures, provided, however, that any such information so retained shall be held in compliance with the terms of this Undertaking.

10. The Receiving Party shall not deal or communicate (except in the ordinary course of its business) with any officer, director or employee of the Government or the Company regarding the business, operations, prospects or finances of the Company or the Plant, without the Advisors' prior written consent. It is understood that the Advisors will arrange for appropriate contacts for due diligence purposes in connection with the Transaction. Unless otherwise agreed to by the Advisors in writing (i) all communications regarding any possible transaction, (ii) any requests for additional information, (iii) any requests for management meetings, and (iv) any queries regarding the Transaction, will be directed exclusively to the Advisors. However, if the Receiving Party is called upon by the Government and/or the Company for any discussions, the Receiving Party will do so or meet the Government and/or the Company only after duly informing the Advisors in writing.
11. The Government and/or the Company reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party with regard to the Transaction and to terminate discussions and negotiations with the Receiving Party at any time. Without limiting the preceding sentence, nothing in this Undertaking (i) requires either the Interested Bidder or the Government to enter into the Transaction or to negotiate such Transaction for any specified period of time or (ii) requires the Advisors, the Government or the Company to enter into an agreement or an understanding, or prohibits the Advisors, the Government or the Company from entering into any agreement or understanding, for proceeding with the Transaction with any other Person.
12. In the event that the Receiving Party is not declared as the Successful Bidder, it shall not, directly or indirectly, solicit for employment or hire any employee of the Company for a period of 1 year from the date of this Undertaking or till six months from the completion of the Transaction, whichever is later. Provided, however, that the Receiving Party shall not be considered to have violated its obligations under this paragraph 12 where an employee of the Company seeks employment with the Receiving Party in response to an advertisement placed in the public domain without any solicitation on part of the Receiving Party.

13. The Interested Bidder understands, acknowledges and agrees that the Government, the Advisors and the Company retain the right to determine, in their sole discretion, the information that they wish to make available to the Receiving Party and the personnel through whom the same will be made available. Further, nothing in this Undertaking shall amount to or be construed as the Disclosing Party making any representations or warranties, express or implied, as to the accuracy and/or completeness of the Confidential Information and the Disclosing Party shall have no liability whatsoever to the Receiving Party resulting from the Interested Bidder's use of the Confidential Information. The Interested Bidder also agrees that if it determines to proceed with the Transaction, its determination will be solely based on the terms of the Definitive Agreements as well as on its own investigation, analysis and assessment of its investment. Moreover, unless and until such agreements are entered into, neither the Government nor the Interested Bidder will be under any legal obligation of any kind with respect to the Transaction except for the matters specifically agreed to in this Undertaking or in another written and duly executed Definitive Agreement.
14. The Interested Bidder hereby indemnifies and agrees to hold the Advisors, the Government and the Company indemnified and harmless from all and any damages, losses, costs, or liabilities (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by any Receiving Party of the Confidential Information or other violation of this Undertaking (notwithstanding that a Receiving Party may not be party to this Undertaking) or of any similar undertaking or agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Undertaking or any similar undertaking or agreement by the Receiving Party and any such breach would cause the Disclosing Party irreparable harm, the Interested Bidder also agrees that, in the event of any breach or threatened breach of this Undertaking or such similar undertaking or agreement, the Advisors, the Government or the Company will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Undertaking but will be in addition to all other remedies available at law or equity to the Advisors, the Government and/or the Company.
15. The Interested Bidder understands, acknowledges, confirms and agrees that each of the Government, the Company and the Advisors are beneficiaries under this Undertaking. The Interested Bidder further agrees and confirms that each of the Government, the Company and the Advisors, will be entitled to and may enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking.

16. The Receiving Party agrees that in case the Interested Bidder or any Consortium Member decides not to proceed with the Transaction or if the GOO/ Advisors notify the Interested Bidder or any Consortium Member that the GOO does not wish the IB or any such Consortium Member to consider the Transaction any further, the terms of the Undertaking shall survive subject to Paragraph 18 below, on even subsequent to the date of receipt of notification of such decision by the relevant party.
17. The Interested Bidder agrees that no failure or delay by the Advisors/the Government / the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereto.
18. The terms of this Undertaking may be varied only with the Company's and the Government's prior written agreement. This Undertaking shall be effective as of the date first above given on the first page of this Undertaking. The obligations under this Undertaking shall be binding throughout the duration of this Undertaking and shall remain in force for a period of 5 years from the date of execution of this Undertaking, or the date on which the Interested Bidder ceases to participate in the Transaction process, whichever is later
19. This Undertaking shall be governed by and construed in accordance with the substantive laws of India without giving effect to its conflict of law principles.
20. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage prepaid, or by cable or facsimiles as follows.

If the notice is to the Transaction Advisor:

Mr. Arun Kumar Jain
Senior Vice President & Head
Kolkata Regional Office
SBI Capital Markets Ltd.
9th Floor, Jeevandeep Building
1, Middleton Street
Kolkata – 700071

If the notice is to the Interested Bidder:

IB/ Lead Member	[Member-2	Member-3] ¹⁹	Member-4] ²⁰
[•]	[•]	[•]	[•]

Any of the Interested Bidder, the Company or the Advisors may change its address by a notice given to the other in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by cable or facsimile whichever shall first occur.

IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorized representative of the Interested Bidder on the date and year first hereinabove written.

Witnessed by: Signature: Name: Address:	FOR [Insert name of the Bidder/Lead Member] _____(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [•]/any similar authorization)
Witnessed by: Signature: Name: Address:	[FOR [Insert name of Member-2] _____(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [•]/any similar authorization)
Witnessed by:	FOR [Insert name of Member-3] ²¹

¹⁹Delete if not applicable

²⁰Delete if not applicable

²¹Delete if not applicable

Signature: Name: Address:	_____(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)]
Witnessed by: Signature: Name: Address:	FOR [Insert name of Member-4] ²² _____(Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)]

Important Instructions:

- 1) *For a Confidentiality Undertaking executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law*
- 2) *In case of a consortium, all the Consortium Members are required to submit the Confidentiality Undertaking.*

²²Delete if not applicable

Annexure 7: Format of Affidavit

(To be duly executed and adequate stamp duty to be paid by the Interested Bidder/ Parent of Sole Bidder /Lead Consortium Member/Consortium Member with respect to this document.)

Note: Date of Affidavit Notarization should be either on/ after the date of the remaining documents, including EOI Letter, which are submitted as part of the EOI Documents.

AFFIDAVIT

I, [name] aged [age] years, resident of [address] working as [designation] an Authorised Signatory on behalf of [name of the Interested Bidder/ Parent of Sole Bidder /Lead Consortium Member] hereby state as under:

1. I am the [designation of the deponent] of the [name of the Interested Bidder/ Parent of Sole Bidder /Lead Consortium Member/ Consortium Member]. I am conversant with the facts and circumstances surrounding the subject of this affidavit [and have been authorised to depose to the same pursuant to the power of attorney dated [date] issued pursuant to [particulars of corporate approval]]. I am filing this affidavit to place on record verification of facts and documents in connection with the bidding process concerning disinvestment of Odisha Power Generation Corporation Limited (OPGC).
2. I state that I have reviewed the contents of the PIM and EoI and the requirements of each of them in relation to the disinvestment Odisha Power Generation Corporation Limited (OPGC) and also the terms and conditions thereof.
3. I state that all documents and information submitted with the EoI of [insert name of the IB] has been personally verified and has also been verified by the concerned authority within [insert name of the IB/ Parent of Sole Bidder /Consortium Member].
4. [Insert separate paragraphs for each information/ document physically submitted with the Transaction Advisor, in a chronological sequence including the documents submitted as per of the EOI Letter].
5. [If applicable, _____].
6. I state that each of the documents submitted is true, correct and complete in all respects and that nothing has been concealed in the information submitted as mentioned above.
7. I understand that in case of any untrue, incomplete or incorrect information is submitted, the EoI/Bid submitted by [insert name of the IB] shall be liable to be disqualified.

8. I state that, in the event [insert name of the IB/ Parent of Sole Bidder /Lead Consortium Member/ Consortium Member] are attracted by any of the disqualifications or any other factor which makes us ineligible in terms of the PIM during the pendency of the process of Disinvestment/Transaction the same would be communicated to the Transaction Advisor within 7 business days of such disqualification/ineligibility.
9. I state that, in the event of any change in the information or documents submitted by [insert name of the IB/ Parent of Sole Bidder / Lead Consortium Member/Consortium Member], we the [insert name of the IB/ Parent of Sole Bidder / Lead Consortium Member/Consortium Member] shall immediately notify the Transaction Advisor along with the copy of all the relevant documents.
10. This Affidavit has been provided by me and on behalf of [insert name of the IB/ Parent of Sole Bidder / Lead Consortium Member/Consortium Member] for the purpose of confirming the correctness, completeness and validity of all documents and information submitted by [insert name of the IB/ Parent of Sole Bidder / Lead Consortium Member/Consortium Member] in relation to disinvestment of Odisha Power Generation Corporation Limited (OPGC).

Solemnly affirmed and verified on this [day] day of [month][year] at [place].

(Signature)

Name, Designation & Address

VERIFICATION

I, [name], [the [designation of the deponent] of] the [insert name of the IB/ Parent of Sole Bidder /Consortium Member] above named, having my office at [address], do hereby solemnly declare that what is stated above is on the basis of the books and records of the [insert name of the IB/ Parent of Sole Bidder /Consortium Member], and verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed therefrom.

Verified at [day] day of [month] [year] at [place].

Deponent

(Signature)

[particulars of notarisatation]

Name, Designation & Address



Annexure 8: Declaration / Disclosure on order/ pending investigation /proceedings by any Court/ regulatory authority**(To be forwarded on the letterhead of the IB /each Consortium Member submitting the EOI)****DECLARATION/ DISCLOSURE**

1. We solemnly declare that neither we [or our Parent (in the event financials/ technical capacity of the Parent is relied upon) or our Subsidiary (in case of reliance on technical capacity of Subsidiary by the Sole Bidder), or our directors, key managerial personnel] ²³are convicted by any court of law or are indicted or have received any adverse order from regulatory authority in any matters involving a Grave Offence and/ or which casts a doubt on its ability close the Transaction or manage the Company when it is disinvested..
2. We further declare that in regard to no charge sheet has been filed against us on matters relating to security and integrity of the country, our directors, key managerial personnel or respective Subsidiaries, Associate Companies or any of our Promoters, Promoter Group have not nor have we been convicted by a Court of law.
3. We further declare that no investigation by Central Bureau of Investigation or Enforcement Directorate or any other regulatory body having enforcement powers is pending either against us [or our Parent (in the event financials/ technical capacity of the Parent is relied upon) or our Subsidiary (in case of reliance on technical capacity of Subsidiary by the Sole Bidder)] ²⁴ except in ordinary course of business.
4. We further declare that no legal proceedings by or against the IB/ Parent of Sole Bidder (in case of reliance on financial/ technical capacity of Parent by the Sole Bidder) /Subsidiary of Sole Bidder(in case of reliance on technical capacity of Subsidiary by the Sole Bidder)²⁵ /Consortium Member / their respective Subsidiary and Associate Companies thereof by or against OPGC or its directors in capacity as directors of OPGC, have been initiated or is in existence, which proceeding may be prejudiced by the participation of the IB in the selection process or the Transaction.
5. We certify that no adverse order/ proceedings pending relating to winding up/insolvency/liquidation proceedings, striking off under applicable laws of relevant jurisdiction against us [or our Parent (in the event financials/ technical capacity of the Parent is relied upon) or our Subsidiary (in case of reliance on technical capacity of Subsidiary by the Sole Bidder)

²³Strike out as per applicability

²⁴Strike out as per applicability

²⁵ Strike out as per applicability

6. We declare that complete information as required is provided as Declaration / disclosure on order/ pending investigation /proceedings by any Court/ regulatory authority [Refer Note below for details required on disclosure related matters]

Yours sincerely,

For and on behalf of: [name of the Interested Bidder/ Consortium Member]

Signature: (Authorised Representative and Signatory)


Name of the Person: [●]

Designation: [●]

***Note:** In case any IB is unable to give above undertaking as NIL in view of any conviction, indictment, adverse order or investigation as above, full details of the same shall be provided including names of persons involved including names of the subsidiary/group company/entity or associate company Promoter company or Promoter group member/ director, persons involved, designation, charge/offence, ordering/investigating agency, status/outcome etc. with supporting/relevant documents to the satisfaction of GOO.*

Annexure 9: Advertisement

Figure 7-1: Notification



GOVERNMENT OF ODISHA
ENERGY DEPARTMENT

NOTIFICATION

No. 518 /En., Bhubaneswar, dt. 13th January, 2023
ENG-THER-OPGC-0004-2019

GLOBAL INVITATION FOR EXPRESSION OF INTEREST FOR PROPOSED DISINVESTMENT OF 49% SHAREHOLDING OF GOVERNMENT OF ODISHA IN ODISHA POWER GENERATION CORPORATION LIMITED.

Expression of Interests (EOIs) are hereby invited from Interested Bidders (IBs) for purchase of 49% shareholding of Government of Odisha in Odisha Power Generation Corporation (OPGC).

OPGC was incorporated on November 14, 1984 with the main objective of establishing, operating & maintaining thermal power generating stations. OPGC operates state of the art thermal power plants of 1740 MW capacity at Banharpali, Jharsuguda, Odisha. The Phase I units (2x210MW) have been running successfully for more than 25 years. The Phase II units (2x660MW) were commissioned in 2019. Phase I units have coal linkage from the nearby mines of Mahanadi Coalfields Limited (Coal India subsidiary) and Phase II units are sourcing coal from Manoharpur Coal Mine of Odisha Coal & Power Limited (OCPL), a subsidiary company of OPGC through dedicated Merry Go Round (MGR) system. OPGC is contemplating expansion of its present capacity through implementation of Phase III by installing Units 5 & 6 having capacity of 660 MW each. OCPL has extractable reserve of 636 Million Metric Tonnes (MMT) and its peak rated capacity is 16 MMT per year, which is sufficient to meet the requirement of 4x660 MW units for more than 40 years. Common infrastructure, land for expansion of plant and the MGR system are in the possession of OPGC.

OPGC is 100% owned by Govt. of Odisha. Govt. of Odisha proposes to undertake disinvestment of 49% of its stake in OPGC in favour of a technically and financially capable entity (Government / Private) having established track record of operating thermal power plants. The Share Holders Agreement (SHA) would have provisions to protect the interest of the minority investor.

The Disinvestment shall be completed in a two-stage process. SBI Capital Markets Limited (SBICAP) is acting as Transaction Advisor for the process. The Preliminary Information Memorandum (PIM) for the Disinvestment can be downloaded from websites of OPGC at www.opgc.co.in, Energy Department, Government of Odisha at www.energy.odisha.gov.in and Transaction Advisor at www.sbicaps.com. Interested Bidders may refer to above websites or contact the Transaction Advisor for further clarification.

Interested Bidders who meet the eligibility criteria mentioned in the PIM, may submit their EOI in physical form in a sealed, covering envelope clearly marked "Private and Confidential – Expression of Interest for the Disinvestment of OPGC" at the address mentioned below, on or before 5:00 PM (Indian Standard Time) of 28th February 2023.

Address for submission of EOI:
Mr. Arun Kumar Jain,
Senior Vice President & Head
Kolkata Regional Office, SBI Capital Markets Ltd.,
9th Floor, Jeevandeep Building,
1, Middleton Street, Kolkata – 700071
Contact: 033 – 2302 3243
OPGC.disinvest@sbicaps.com

Sd/-
Additional Secretary to Government

Annexure 10: Undertaking by Parent

(To be executed in the event Sole Bidder meets Financial Criteria through Parent)

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized)

UNDERTAKING BY PARENT OF INTERESTED SOLE BIDDER

This **UNDERTAKING** ("**Undertaking**") is made on this day of, [●].

BY

M/s _____ [insert name of the entity] a [limited liability partnership OR company] incorporated under the laws of _____ [insert name of the country] and having its [Registered Office OR Principal Place of Business] at _____ (hereinafter called the [**“Connected Company”**], which expression shall include its successors, executors and permitted assigns);

IN FAVOUR OF:

The Principal Secretary, Department of Energy, Government of Odisha (the "**Administrative Ministry**");

AND

Odisha Power Generation Corporation Limited (OPGC), a company incorporated under the Companies Act, 1956, bearing corporate identification number (CIN) U40104OR1984SGC001429, having its registered office at ZONE-A, 7TH Floor, Fortune Tower, Chandrasekharpur Bhubaneswar - 751023, Odisha ("**OPGC**" or the "**Company**").

We have read and understood the contents of the Advertisement and the Invitation for Expression of Interest dated [●] ("**EoI**") and the undertaking and documents submitted by the IB pursuant to the EoI.

We confirm that we are the Parent of [●] [insert name of IB (Sole Bidder)] who is interested in bidding for the disinvestment of 49% of equity shares of OPGC and proposes to use our networth/ revenue/ profitability capacity to meet the Eligibility Criteria stipulated in the Preliminary Information Memorandum and EOI Request dated [●].

We shall be jointly and severally liable along with the IB for any obligation of the IB (Sole Bidder) under the Definitive Agreements or any document and undertaking executed by the IB (Sole Bidder) pursuant to the EOI and Transaction or completion thereof. We will also sign / be parties to all Definitive Agreements as required;

All conditions prescribed in the EOI and the undertaking provided by the IB (Sole Bidder), including the criteria for qualification and disqualification shall be applicable to [*Insert name of Parent*] and we undertake to comply with all such conditions.

Yours sincerely,

For and on behalf of Connected Company:

Signature: (Authorised Representative and Signatory)

Name of the Person: [●]

Designation: [●]

Annexure 11: Certificate of Shareholding Pattern

(To be provided by IB / Parent of IB/ Each Consortium Member and to be certified by an independent chartered accountant/statutory auditor/Company Secretary)

This is to certify that the shareholding pattern of [Name of the IB / Consortium Member] is as follows:

Shareholder Name	Ownership stake (%)
[.]	[.]
[.]	[.]
[.]	[.]
[.]	[.]

Yours sincerely,

For and on behalf of: (name of the Interested Bidder / Consortium Member)

Signature: (Authorised Signatory of independent chartered accountant/statutory auditor/Company Secretary of the IB / Consortium Member)

Name of the Person: [●]

Designation: [●]

Place:

Date:

UDIN:

Note: 1) In case the certificate is certified by independent chartered accountant/statutory auditor, then such certificate should be on the letterhead of independent chartered accountant/statutory auditor. 2) In case the certificate is certified by Company secretary, then such certificate should be on the letterhead of Company.

Annexure 12: Certificate of Eligibility for Participation in the Transaction

(To be provided by IB / Each Consortium Member and certified by Company Secretary on Company's letterhead)

This is to certify that [Name of the IB / Consortium Member] is eligible to participate in the proposed Disinvestment in terms of Clause _____ *(specific reference to the said provision may be drawn)* of our Memorandum and Articles of Association/ _____ *(insert name of Constitution Document, viz., Partnership Deed etc. as may be applicable).*

Yours sincerely,

For and on behalf of: (Name of the Interested Bidder/ Consortium Member)

Signature: (Company Secretary of the IB)

Name of the Person: [●]

Designation: [●]

Place:

Date:

Annexure 13: Certificate of Fulfilment of Financial Criteria

(To be provided on the letterhead of Statutory auditor (in case of company) or independent chartered accountant (in case of other eligible entities))

(To be submitted by IB/ Parent of IB (In case Net Worth criteria is met from Parent of Sole Bidder / each Consortium Member)

We, (independent chartered accountant / statutory auditor) of [Name of the IB / Parent (in case Net Worth criteria is met from Parent by Sole Bidder) / Consortium member] hereby represent and undertake that:

A. Networth

1. Net Worth / AUM of [Name of the IB / Parent of Sole Bidder / Consortium member], required as part of eligibility criteria, is Rs. [●] as on [●].
2. Net Worth / AUM mentioned in Point 1) above is based on the Consolidated financials of the IB / Parent (in case Net Worth criteria is met from Parent) / Consortium member.
3. Net Worth criteria calculation has been done in accordance with the stipulations under the Eligibility Criteria section of the PIM.

B. Revenue and Profitability

4. Revenue and Profitability of [Name of the IB / Parent] required as part of eligibility criteria, is below:

S. No.	Financial Year Ending Date	Duration of Financial Year (in months)	Revenue (in Rs. Crore)	Profitability (in Rs. Crore)
1	T			
2	T-1			
3	T-2			
4	T-3		NA	
5	T-4		NA	

Note: T to be replaced with relevant financial year and should not be prior to 31/12/2021

OR

Revenue and Profitability of [Name of the Consortium Member / Lead Member] required as part of eligibility criteria, is as below (*separate certificates to be submitted for each member of Consortium and Lead member*):

S. No.	Financial Year Ending Date	Duration of Financial Year (in months)	Lead Member		Member 2		Member 3	
			Revenue (Rs Cr)	Profitability (Rs Cr)	Revenue (Rs Cr)	Profitability (Rs Cr)	Revenue (Rs Cr)	Profitability (Rs Cr)
1	T							
2	T-1							
3	T-2							
4	T-3		NA		NA		NA	
5	T-4		NA		NA		NA	

Note: T to be replaced with relevant financial year and should not be prior to 31/12/2021

5. [Our client is not required to prepare Consolidated financial statements and accordingly, standalone financial statements have been considered for Net Worth criteria determination]²⁶
6. [Our client, (name of the Consortium member) holds [●] % stake in the (name of the other consortium member), with whom EoI has been submitted together as part of Consortium. Accordingly, adjustment for cross holding in Net Worth has been done]²⁷.

Thank you.

Yours sincerely,

For and on behalf of: [Name of the independent chartered accountant / statutory auditor]

²⁶ Strike out if not applicable

²⁷ Applicable in case where there is inter-se shareholding among consortium members. Strike out if not applicable

Signature: (Authorised Signatory of independent chartered accountant / statutory auditor)

Name of the Person: [●]

Designation: [●]

Date: [●]

UDIN:

Note:

- **Explanation:** Revenue shall mean Net sales from Operations ;If a Sole Bidder is found to be satisfying Networth criteria on the basis of its parent's Networth, the Revenue of its parent will be considered.
- **Explanation:** Profitability or Cash Accruals shall mean Profit after Tax plus Depreciation and Amortization. If a Sole Bidder is found to be satisfying Networth criteria on the basis of its parent's Networth, the Profitability or Cash Accruals of its parent will be considered.
- **Explanation:** Revenue criteria to be met only by Lead Member; Profitability or Cash Accruals to be met by Lead Member and all Consortium Members (excluding AIF).

Annexure 14: Certificate of Fulfilment of Technical Criteria

(To be provided by IB / Lead Member and certified by Company Secretary/ Authorized Representative on Company's letterhead)

This is to certify that [Name of the IB / Lead Member] meets the Technical Criteria as specified in the Eligibility criteria section as below:

Name of Entity	Role - Sole Bidder (Parent of Sole Bidder/ Subsidiary) or Lead member	Capacity of Captive Power Plant or Independent Power Plant	Years of Operational Control

Yours sincerely,

For and on behalf of: (Name of the Interested Bidder/ Lead Member)

Signature: (Company Secretary/ Authorised Representative of the IB/Lead Member)

Name of the Person: [●]

Designation: [●]

Place:

Date:

- **Explanatory Note:** The Technical Criteria can be met by:
 - i. The Interested Bidder, or
 - ii. Parent Company of the Sole IB, or
 - iii. Subsidiary over which Interested Bidder exercises direct or indirect control
- *In case Sole Bidder is placing reliance on Parent for meeting financial criteria, Technical Criteria cannot be met through Subsidiary over which Interested Bidder exercises direct or indirect control.*

- *In case of Sole Bidder relying on Parent or Subsidiary for meeting Technical Criteria, certificate to be provided from Company Secretary/ Authorized Representative of the Parent/ Subsidiary and countersigned by Authorized Representative of Sole Bidder.*
- *In case of Consortium Bid, Technical Criteria to be met by Lead Member only*