

E-AUCTION PROCESS INFORMATION DOCUMENT

Invitation for Bids for E-Auction of Assets of Vandana Vidhyut Limited (in Liquidation) under the provisions of the Insolvency and Bankruptcy Code, 2016 (“Code”) by an Order of the Hon’ble National Company Law Tribunal, Cuttack Bench (“NCLT”) vide order dated 16th December, 2019 .

Date of Public Announcement

“10th November 2021”

Date of E-Auction

“30th November 2021”

Issued by:

Sanjay Gupta

Liquidator

IBBI Regn. No: IBBI/IPA-001/IP-P00117/2017-18/10252

Vandana Vidhyut Limited

(A Company under Liquidation Process vide NCLT’s Order dated 16th December, 2019) Registered Office of the Company: Vandanaa Bhawan, M.G. Road, Raipur CT 492001 IN

Email ID: vandana.vidhyut@aaainsolvency.com

Sanjay Gupta, Partner, AAA Insolvency Professionals LLP is a Registered Insolvency Professional with the Insolvency and Bankruptcy Board of India (IBBI). His IBBI Registration Number is: IBBI/IPA-001/IP-P00117/2017-18/10252. Mr Sanjay Gupta has been appointed as the Liquidator of Vandana Vidhyut Limited (in Liquidation) by the Hon’ble National Company Law Tribunal (NCLT), Cuttack Bench vide order dated 16th December, 2019 to manage, protect, sell and liquidate the properties, assets, business and other affairs of Vandana Vidhyut Limited (in Liquidation).

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Notes:

1. This E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) is issued only for the Bidders interested in participating in the liquidation process of Vandana Vidhyut Limited

2. The Terms and Conditions, deadlines etc. for participating in the E-Auction are provided in this E-Auction Process Information Document. As there is no functional website of Vandana Vidhyut Limited (in Liquidation), hence the timelines, notifications, updates and other details for the E-Auction Process are available on the website of the Insolvency Professional Entity of the Liquidator, i.e. <http://www.insolvencyandbankruptcy.in>.

3. Bidders desirous to submit their Bid have to submit their Bids on E-Auction Portal <https://www.aaa.auctiontiger.net>.

4. The term "Sale of the Company or Corporate Debtor on going concern basis" wherever used in this document shall mean, Sale of the Company on Going Concern basis in accordance with the provisions of IBC, Liquidation Process Regulations and this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern).

DISCLAIMER

1. *This E-Auction Process Information Document is issued by Mr. Sanjay Gupta, the Liquidator appointed by the Hon'ble NCLT, in the matter of Vandana Vidhyut Limited (in Liquidation) for the general information purposes only.*
2. *The purpose of this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) is to lay out the process for submission of the Bids by the prospective Bidders in the E- Auction and for participating in the process of Sale of Company on going concern basis in accordance with the provisions of E- Auction Process Information Document, IBC and Liquidation Process Regulations. Neither in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) nor anything contained herein shall form the basis of, or be relied upon in connection with any contract, agreement, undertaking, understanding or any commitment whatsoever. This E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) does not solicit any action based on the material contained herein.*
3. *This document (Sale of Corporate Debtor as a Going Concern) is not a statutory document and it has not been approved or registered with any regulatory or statutory authority of Government of India or any State Government. Nothing herein or in materials relating to the E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) should be construed as legal, financial, accounting, regulatory or tax advice by the Liquidator.*
4. *It is to be noted that no information being provided in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) ,claims to be comprehensive; independent due diligence of the intended users of this document or the bidders is highly recommended.*
5. *This E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) and information contained herein or disclosed should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient, without prior written approval from the Liquidator.*
6. *Neither the Liquidator, nor his Insolvency Professional Entity, his Partners, Legal Associates, etc. shall be liable for any damages, whether direct or indirect, including loss of revenue or profits that may arise from or in connection with the use of this E- Auction Process Information Document (Sale of Corporate Debtor as a Going Concern), including for the E-Auction Participant not being selected as a Successful Auction Participant or on account of any decision taken by the Liquidator.*

7. *Further, apart from the provisions set out in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern), the E-Auction process applicant shall be responsible for fully satisfying the requirements and provisions of the Insolvency and Bankruptcy Code 2016 and of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as well as all laws in force that are or may be applicable to the applicant or the sale process and for obtaining requisite regulatory.*
8. *It is to be noted that by procuring a copy of this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern), the recipient accepts the terms of this disclaimer, which forms an integral part of this E- Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) and part of all the other terms and conditions of this E-Auction Process Information Document.*
9. *By procuring this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) the interested bidders shall obtain access to the Data Room.*
10. *Under no circumstances shall the E-Auction Participant make any contact, direct or indirect, by any mode whatsoever, with the Company until the Liquidator gives his Written Permission.*
11. *The Property and Assets of the Company are proposed to be sold on “As is where is basis”, “As is what is basis”, “Whatever there is basis” and “No recourse” basis and the proposed sale of assets of the Company does not entail transfer of any other title, except the title which the Company had on its assets as on date of transfer. The Liquidator does not take or assume any responsibility for any shortfall or defect or shortcoming in the moveable/immoveable assets of the Company.*
12. *The E-Auction Participant shall bear all its costs and charges associated with or relating to the preparation and submission of its bid including but not limited to Physical and Electronic preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Liquidator or any other costs incurred in connection with or relating to its bid.*
13. *This E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) is neither an agreement nor an offer by the Liquidator to the Prospective Bidders or any other person. The objective of this E-Auction Process Information Document is to provide interested parties with information that may be useful to them in making their bids. It may be noted that the assumptions, assessments, statements and information contained in the E-Auction Process Information Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due-diligence, investigations and analysis*

and should also check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) and may get independent advice from appropriate sources.

14. Information provided in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) to the Bidder(s) has been collected and collated from several sources. The information given by no means claims to be an exhaustive account of statutory requirements and should not be regarded as complete. The Liquidator accepts no liability or responsibility for the authenticity, accuracy or otherwise for any statement or information contained in the E-Auction Process Information Document.

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A. INFORMATION MUST BE READ BEFORE BIDDING

1. This E-Auction Process Information Document (*Sale of Corporate Debtor as a Going Concern*) has been issued for the purpose of carrying out the electronic auction (**E-Auction**) for selling the assets of Vandana Vidhyut Limited (in liquidation) (the “Company” or “Corporate Debtor”) by sale of Company on going concern basis under the provisions of the Insolvency and Bankruptcy Code, 2016 and the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (**Liquidation Process Regulations**).
2. The information provided in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) should be read together with the provisions of the Code and the Liquidation Process Regulations. In the event of a conflict between this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) and the Code or the Liquidation Process Regulations, the provisions of the Code or the Liquidation Process Regulations, as the case may be, shall always prevail.
3. The information contained in this E-Auction Process Information Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Liquidator, is provided to Bidder(s) on the terms and conditions as set out in this E- Auction Process Information Document (Sale of Corporate Debtor as a Going Concern).
4. The Liquidator may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E- Auction Process Information Document.
5. The issuance of this E-Auction Process Information Document does not imply that the Liquidator is bound to select a Bidder or to appoint the Preferred Bidder as Successful Bidder for the assets of the company and the Liquidator reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
6. E-Procurement Technologies Limited, A-801, Wall Street-II, Opposite Orient Club, Near Gujarat College, Ellis bridge, Ahmedabad (**E-Auction Service Provider**) has been appointed as

the E-Auction Service Provider. The sale of the Assets and Properties of the Company shall be undertaken by the E-Auction Service Provider for and on behalf of the Seller through an E-auction platform provided on the website portal of the E-Auction Service Provider (**Platform**). Other details with respect to the E-auction are as follows:

Type of Bid	E-Auction
Seller	Sanjay Gupta (Liquidator for Vandana Vidhyut Limited)
Website of E-Auction services provider	https://aaa.auctiontiger.net .
Service Provider	E-Procurement Technologies Limited, A-801, Wall Street –II, Opp. Orient Club, Near Gujarat College, Ellis bridge, Ahmedabad – 380006 Contact Person: Mr. Tilak Maratha Email ID - tilak@auctiontiger.net Mobile No. – 6351896834
Annexures and Formats	Format A : <i>Format for Bank Guarantee for EMD</i> Format B : <i>Format for Bank Guarantee for EMD by Associate Company</i> Annexure I : <i>Affidavit and Undertaking</i> Annexure II : <i>Bid form (to be duly filled in and signed and stamped by the Bidder and uploaded)</i> Annexure III : <i>Bid Application Form (to be duly filled in and signed and stamped by the bidder and uploaded)</i> Annexure III : <i>Declaration by the Bidder (to be duly filled in and signed, stamped by the Bidder and uploaded along with the Bid s & Condition of the E-auction</i> Annexure V : Annexure VI: <i>Affidavit by the applicant</i> Annexure VI : <i>Asset Information form</i>
Special Instructions	Please note that this bidding is a serious matter and last minute bidding may lead to unnecessary lapses. Neither the E-Auction Service Provider nor the Liquidator will be responsible for any Lapses on part of the Bidders.

7. All terms and conditions with respect to the sale of the assets and properties of the company shall be governed by the directions of the Liquidator, NCLT and in accordance with the provisions of applicable laws. As mandated by the NCLT, the Liquidator shall exercise all rights with respect to sale of the Assets and Properties and it would be open to the Liquidator to appoint such experts, professionals or other persons, as the Liquidator might think necessary, in consultation with NCLT, so as to enable the sale of the assets.
8. The Annexures to this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) shall form an integral part hereof and this E-Auction Process Information Document shall always be read in conjunction with the Annexures appended hereto.
9. This E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) is neither transferable nor assignable.
10. All title documents in relation to assets of the Company as is available with the Liquidator and shall be made available to Qualified Bidder(s) on request to the Liquidator through Data Room maintained at the link provided by the Data Room Service Provider. Nothing contained in this E- Auction Process Information Document shall be deemed to relieve, wholly or partially, directly or indirectly, the Bidder from their compliance with the IBC, any other law in force, and/ or any instrument having the force of law, as may be applicable to them.
11. The title document relating to the properties shall be available on request to be made to the Liquidator at vandana.vidhyut@aaainsolvency.com.
12. The Bidder shall inform themselves concerning, and shall observe and comply with, any applicable legal requirements.

B. KEY DEFINITIONS

“Adjudicating Authority” or **“NCLT”** shall mean the Hon’ble Cuttack Bench of the National Company Law Tribunal;

“Applicable Laws” shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, re-enactments, revisions, applications and adaptations thereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions including but not limited to the IBC, Liquidation Regulations, Companies Act, 1956 / 2013 (as applicable), Competition Act, 2002 , Transfer of Property Act, 1882, Sale of Goods Act, 1930, Foreign Exchange Management Act, 1999, whether in effect as of the date of this E-Auction Process Information Document or thereafter and each as amended from time to time;

“Bid” means, any bid submitted by the Bidders as required in terms of this E- Auction Process Information Document and in accordance with the provisions of IBC read together with the Liquidation Process Regulations and the Applicable Laws;

“Control” shall mean a Person holding more than 26% (twenty six percent) of the voting share capital in a company or the ability to appoint majority of the directors on the board of another company or the ability of a company to direct or cause direction of the management and policies of another company, whether by operation of law or by contract or otherwise;

“Confidential Information” shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Company to any bidder, in written or electronic or verbal form, including without limitation, and shall be determined to include (without limitation) the following types of information of a similar nature: any commercial and/ or financial information, improvement, know how, intellectual property, discoveries, ideas, concepts, papers, techniques, models, data, documentation, manuals, flow charts, research, process, procedures, functions and other information related to price lists and pricing policies and any other information which the Company identifies to be confidential at the time of disclosure to the relevant bidder, and shall include any information that is provided by the Liquidator or his

representatives pursuant to the liquidation process or through the Confidentiality Undertaking;

“Confidentiality Undertaking” shall mean an undertaking as specified in Annexure V herewith;’

“E-Auction Process Participant” or **“Bidder”** means, Person or Persons who submitted a bid as per the E-Auction Process Information Document; and shall include a Qualified Bidder or the Successful Bidder, as the case may be, and as the context requires;

E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern)” means this document including all the appendices hereto, for the purposes of setting out the process for submission of a bid and selection of Successful Bid in accordance with the provisions of the IBC and shall include all supplements, modifications, amendments, alterations or clarifications thereto issued in accordance with the terms hereof.

“IBC” shall mean Insolvency and Bankruptcy Code, 2016 and the related rules and regulations issued there under, as amended from time to time.

“Liquidation Process Regulations” means, the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 as amended from time to time;

“Liquidator” means an insolvency professional appointed as a liquidator in accordance with section 34 of the IBC;

“LOI” shall mean the letter of intent issued by the Liquidator to the Successful Bidder detailing out the terms and conditions to complete the sale of Company on going concern basis, including the balance sale payment by Successful Bidder as per the provisions of IBC and the Liquidation Process Regulations;

“Person” shall mean an individual, a partnership firm, an association, a corporation, a limited company, a trust, a body corporate, bank or financial institution or any other body, whether incorporated or not;

“Qualified Bidder(s)” shall mean a Bidder who fulfills the eligibility criteria listed out in the E-Auction Process Information Document.

“Successful Bidder” or “Successful E-Auction Process Participant” means, the Qualified Bidder whose bid is approved and who is declared successful by the Liquidator at the end of the determined auction phase.

C. INTRODUCTION

1. The Company’s Liquidation Process has been initiated under the provisions of the IBC and the Liquidation Process Regulations by an order of the NCLT with effect from 16th December, 2019. As per the said order, Mr. Sanjay Gupta has been appointed as the Liquidator.
2. It is the endeavor of the Liquidator to sell the assets and properties comprising the liquidation estate of the Company in the manner specified under Regulation 32 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document.
3. The E-Auction would be conducted in the manner specified in the Schedule I, as provided under Regulation 33 of the Liquidation Process Regulations, any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be, and as per directions, if any, of the NCLT in respect of the liquidation process of the Company and in the manner specified in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern).
4. The E-Auction Participants are encouraged to make themselves acquainted with the provisions of the IBC and the Liquidation Process Regulations and any other rules, regulations, orders, circulars, directions or notifications or the like, issued pursuant to or under the IBC or the Liquidation Process Regulations, as the case may be.

D. THE COMPANY AND IT’S ASSETS OVERVIEW

Brief Background:

Vandana Vidhyut Limited (VVL) is a public, Non-Govt Company, incorporated on November, 10 1995. VVL is registered with Registrar of Companies, Chhattisgarh having CIN: U04010CT1995PLC010142. The Company is mainly engaged in business of generation of power through Bio Mass and Thermal energy.

The Company belongs to Vandana Group of Industries, which is one of the leading industrial groups of Chhattisgarh in generation of power:

Thermal Power Division:

The Corporate debtor after considering the demand/supply gap in electricity generation sector, has decided to set up thermal power plant in the state of Chhattisgarh, as to take it aspiration further, it signed MoU with state Government on 4th June, 2007 for setting up of the Thermal Power Plant. Subsequently it started the implementation of the project and achieved all the statutory clearance from the state & Central Government for the Project. The Plant has installed 2X135 MW Capacity at the project site.

At the time of the implementation of the project, all the major requirements for the project like coal, corridor and PPA was available with company. The Ministry of Coal had allocated Further East Captive Coal Block (jointly) to the company and also granted tapering coal linkage for 2*135 MV capacity. The state government has executed a long term (20 years) Power Purchase Agreement for 35% of the capacity of the project and Bulk Power Transmission Agreement (BPTA) was signed with Power Grid Corporation of India (PGCIL) for evacuation of Power, The Power transmission corridor was also available for the power evacuation , when the project was under implementation .

Present Status:

On 26.04.2018, the National Company Law Tribunal, Cuttack Bench, initiated the Corporate Insolvency Resolution Process for the Company. However, as there was no Resolution in sight, the NCLT, Cuttack Bench ordered for liquidation of the Company on 16th December, 2019. Sanjay Gupta, Insolvency and Bankruptcy Board of India's (IBBI's) Registered Insolvency Professional, holding IBBI Registration Number: IBBI/IPA-001/IP-P00117/2017-18/10252, was appointed as the Liquidator of the Company.

E. ELIGIBILITY FOR BUYERS TO PARTICIPATE IN THE E AUCTION

An E-Auction Process Applicant shall not be eligible to submit a bid for purchase of assets of the Company if he falls under ineligibility criteria as set out in Section 29A of the IBC (as amended from time to time) and Proviso to Section 35A (f) of the IBC provides that the Liquidator shall not sell the assets of the Company to any person who is not eligible to be a resolution applicant.

A careful reading of Section 29-A of the IBC states that a person shall not be eligible to submit a bid, if such person, or any other person acting jointly or in concert with such person –

- a) Is an undischarged insolvent;
- b) Is a willful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- c) At the time of submission of the resolution plan has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 (10 of 1949) 3 [or the guidelines of a financial sector regulator issued under any other law for the time being in force,] and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor:

Provided that the person shall be eligible to submit a resolution plan if such person makes payment of all overdue amounts with interest thereon and charges relating to nonperforming asset accounts before submission of resolution plan: 1 Provided further that nothing in this clause shall apply to a resolution applicant where such applicant is a financial entity and is not a related party to the corporate debtor.

Explanation I.- For the purposes of this proviso, the expression "related party" shall not include a financial entity, regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the

insolvency commencement date.

Explanation II.— For the purposes of this clause, where a resolution applicant has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non- performing asset and such account was acquired pursuant to a prior resolution plan approved under this Code, then, the provisions of this clause shall not apply to such resolution applicant for a period of three years from the date of approval of such resolution plan by the Adjudicating Authority under this Code;

- d) Has been convicted for any offence punishable with imprisonment:
 - i. for two years or more under any Act specified under the Twelfth Schedule; or
 - ii. for seven years or more under any law for the time being in force:

Provided that this clause shall not apply to a person after expiry of a period of two years from the date of his release from imprisonment:

Provided further that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;

- e) Is disqualified to act as a director under the Companies Act, 2013;
Provided that this clause shall not apply in relation to a connected person referred to in clause (iii) of Explanation I;
- f) Is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;
- g) Has been a promoter or in the management control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;
Provided that this clause shall not apply if a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place prior to the acquisition of the corporate debtor by the resolution applicant pursuant to a resolution plan approved under this Code or pursuant to a scheme or plan approved by a financial sector regulator or a court, and such resolution applicant has not otherwise contributed to the preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction;
- h) Has executed a guarantee in favor of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this

Code and such guarantee has been invoked by the creditor and remains unpaid in full or part.

- i) is subject to any disability, corresponding to clauses (a) to (h), under any law in a jurisdiction outside India; or
- j) Has a connected person not eligible under clauses (a) to (i)

Explanation – For the purposes of this clause, the expression “connected person” means

- i. Any person who is the promoter or in the management or control of the E- auction process applicant; or
- ii. Any person who shall be the promoter or in management or control of the assets of the Company pursuant to sale thereof as part of the liquidation process of the Company; or
- iii. The holding company, subsidiary company, associate company or related party of a person referred to in clauses (i) and (ii)

Provided that nothing in clause (iii) of this Explanation shall apply to a bidder where such bidder is a financial entity and is not a related party of the corporate debtor:

Provided further that the expression “related party” shall not include a financial entity regulated by a financial sector regulator, if it is a financial creditor of the corporate debtor and is a related party of the corporate debtor solely on account of conversion or substitution of debt into equity shares or instruments convertible into equity shares, prior to the insolvency commencement date.

Explanation II—For the purposes of this section, “financial entity” shall mean the following entities which meet such criteria or conditions as the Central Government may, in consultation with the financial sector regulator, notify in this behalf, namely:—

- (a) a scheduled bank;
- (b) any entity regulated by a foreign central bank or a securities market regulator or other financial sector regulator of a jurisdiction outside India which jurisdiction is compliant with the Financial Action Task Force Standards and is a signatory to the International Organization of Securities Commissions Multilateral Memorandum of Understanding;
- (c) any investment vehicle, registered foreign institutional investor, registered foreign portfolio investor or a foreign venture capital investor, where the

terms shall have the meaning assigned to them in regulation 2 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 made under the

- Foreign Exchange Management Act, 1999 (42 of 1999);*
- (d) an asset reconstruction company registered with the Reserve Bank of India under section 3 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (54 of 2002);*
- (e) an Alternate Investment Fund registered with Securities and Exchange Board of India;*
- (f) Such categories of persons as may be notified by the Central Government.*

F. PRE-BID QUALIFICATIONS

A bidder shall not be eligible to submit a bid during the auction process, if the following eligibility criteria, being the pre-bid qualifications are not met:

Eligibility Criteria for Companies/LLP/OPC registered with Registrar of Companies under Companies Act

- a) Minimum Net Worth of Rs. 100 Crores as per the Financial Statements of the latest Financial Year;
- b) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws;
- c) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

Eligibility Criteria for Firms/Sole Proprietorship/HUF/Partnership

- a) Minimum Net Worth of Rs. 100 Crores as per the Financial Statements of the latest Financial Year;
- b) None of the connected persons including its directors/designated partners/partners have been convicted for any criminal offence under the Indian Criminal Laws;
- c) None of its designated partners/partners are disqualified to act as a 'director' under the Companies Act, 2013;
- d) Is not prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

Eligibility Criteria for Individuals: -

- a) Minimum CIBIL should be more than 650 points (A copy of the same should be attached)
- b) Latest ITR The income tax return should have been filed till the current AY. (Kindly provide a copy of the same)

- c) Is not a defaulter under any Criminal law at the time of filing the bid.

Prior to bidding, the bidder is required to provide the latest Financial Statements and other necessary documents required to assess the above criteria to the Liquidator. The Liquidator has a discretion to accept bids/offers/interest beyond the above minimum eligibility criteria, in case, the same ensures highest realization to the stakeholders.

G. DOCUMENTS REQUIRED TO BE SUBMITTED TO ASCERTAIN ELIGIBILITY OF THE BIDDER

Therefore, the E-Auction Process Applicant or the Bidder would need to submit the following forms, documents and authorizations as part of the Auction Plan by the bidder(s):

1. Ownership Structure and Composition of the E-Auction Applicant /Bidder, Proof of Identity, Current Address Proof, PAN card, Valid e-mail ID, Landline and Mobile Phone number
2. Authorization to the Signatory (in case the bidder is a legal entity)
3. Affidavit and Undertaking and Confidentiality Undertaking must be submitted by the E-Auction Process Applicant (through Authorized Signatory, in case the bidder is a legal entity). The Format for the Affidavit and Undertaking is attached vide' **Annexure I** and the format for the Confidentiality Undertaking is attached vides **Annexure V**.
4. An eligible bidder will need to submit the duly filled, signed and stamped **Bid Application Form** attached vide' **Annexure II**, and duly filled, signed and stamped **Declaration by Bidders** attached vide' **Annexure III**.

Please note that only the eligible bidders will gain access to documentation, additional information required for due diligence, after due submission of the required bid form and declaration form. Further, if needed, the site visits for only the eligible bidders may also be coordinated by the Liquidator.

Further, it should be noted that at any stage of the E-Auction process, the liquidator may ask for any documents from the prospective bidders to evaluate their eligibility. The liquidator, at his discretion may disqualify the prospective bidder for non-submission of

the requested documents.

H. SITE VISIT

1. The Qualified Bidder is expected to make its own arrangements including accommodation for the Site Visit. All costs and expenses incurred in relation to Site Visits shall be borne by the Qualified Bidder.
2. In Site Visit, the Qualified Bidder(s) may carry out its own comprehensive due diligence in respect of the Company and shall be deemed to have full knowledge of the condition of the Company, its assets, relevant documents, information etc. whether or not the Qualified Bidder actually inspects or participates in the Site Visit or verifies the document provided by the Liquidator. During the Site Visit, a Qualified Bidder shall not:
 - (i) Take any photographs of the Site or take any documents back with it; or
 - (ii) Initiate any discussion regarding the Liquidation Process, with the personnel at Site, during the course of its Site Visit.
3. The Qualified Bidder shall not be entitled to receive any reimbursement of any expenses which may have been incurred in carrying out of due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the Bid.
4. Any delay in completion of the Site Visit by the Qualified Bidder, shall not entitle the Qualified Bidder to any extension in the timelines, including the timeline for completion of such Site Visit or submission of the Bid, by or before the last date for submission of the Bid.

The Liquidator may coordinate a site visit for Qualified Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Qualified Bidders. The Liquidator will communicate, in advance, to such Qualified Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Qualified Bidder.

I. SALE UNDER LIQUIDATION AS A GOING CONCERN

1. The Liquidator under this E-Auction Process Document, proposes sale of Company on going concern basis in accordance with the Order of Hon'ble NCLT, Cuttack Bench dated 16th December, 2019), which stated that, "...the Liquidator, as desired by the Committee of Creditors shall first try to sell the Corporate Debtor as a going concern", wherein Regulation 32A of the IBBI (Liquidation Process) Regulations, 2016 with respect to sale as going concern is reproduced herein:

"32A. Sale as a going concern

(1) Where the committee of creditors has recommended sale under clause (e) or (f) of regulation 32 or where the liquidator is of the opinion that sale under clause (e) or (f) of regulation 32 shall maximize the value of the corporate debtor, he shall endeavor to first sell under the said clauses.

(2) For the purpose of sale under sub-regulation (1), the group of assets and liabilities of the corporate debtor, as identified by the committee of creditors under sub-regulation (2) of regulation 39C of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 shall be sold as a going concern.

(3) Where the committee of creditors has not identified the assets and liabilities under sub-regulation (2) of regulation 39C of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016, the liquidator shall identify and group the assets and liabilities to be sold as a going concern, in consultation with the consultation committee.

(4) If the liquidator is unable to sell the corporate debtor or its business under clause (e) or (f) of regulation 32 within ninety days from the liquidation commencement date, he shall proceed to sell the assets of the corporate debtor under clauses (a) to (d) of regulation 32."

2. The procedure for the E-auction Process and the declaration of the Successful Bidder shall be as per the terms of the E-Auction Process Document.

J. PHYSICAL VERIFICATION AND SITE VISIT

Eligible Bidders may request the Liquidator to arrange for physical verification and site visit of the Property and Assets of the Company. Upon receipt of such a request, the Liquidator may first arrange a discussion meeting at any time prior to the closure of the E-auction process. The details with respect to the discussion meeting shall be communicated to the Eligible bidder in advance. The Liquidator reserves

the right to not arrange such a discussion meeting for any reason whatsoever, irrespective of the request of the Eligible Bidder.

The Liquidator may coordinate a site visit for Eligible Bidders at any time prior to the closure of the E-Auction process, following a request for such a visit by the Eligible Bidders. The Liquidator will communicate, in advance, to such Eligible Bidder, all the relevant details, terms and conditions, if any, with respect to such Site Visit. The Liquidator reserves the right to not arrange a site visit for any reason whatsoever, irrespective of the request of the Eligible Bidder.

K. DUE DILIGENCE

The Liquidator shall endeavor to provide necessary assistance, facilitating the conduction of due diligence by interested Bidders. The information and documents shall be provided by the Liquidator in good faith.

The properties and assets of the Company are proposed to be sold on "*As is where is basis*", "*As is what is basis*", "*Whatever there is basis*" and "*No recourse*" basis and the proposed sale of assets of the Company does not entail transfer of any title, except the title which the Company had on its assets as on date of transfer.

CLARIFICATIONS:

- ❖ While the data/ information provided in this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) and the Data Room, has been prepared and provided in good faith, the Liquidator and their Representatives shall not accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, correctness, completeness or reliability of the information provided, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of the information provided, even if any loss or damage is caused to any of the Bidder by any act or omission on their part.
- ❖ It is further clarified that the data/information provided in the Data Room has been prepared based on books of accounts, financial statements, Company's website and discussions and representations by the erstwhile directors and key managerial personnel of the Company. Reasonable care has been taken in compiling various data

and information, however the Liquidator along their advisors, consultants, representatives, make no representation or warranties, express or implied, as to the quality, accuracy, authenticity, correctness, fairness and completeness of the data provided in the Data Room, and assume no liability whatsoever in respect of any inaccuracy, incompleteness, or omissions in the data provided in the Data Room.

- ❖ Any clarification uploaded in the Data Room shall be binding on all the Bidders and shall be deemed to form part of this E -Auction Process Information Document. No request for modifications of the clarifications shall be entertained, however, the Liquidator, may, in a fit case and as per his discretion, issue modification to the clarifications, if required. Such modifications(s) shall be binding on all the Bidders and shall be deemed to modify the clarification and be read as a part of this E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern).
- ❖ A Bidder requiring any clarification on this E- Auction Process Information Document, Liquidation Process, submission of the Bid or on the Company shall email such request for clarification to vandana.vidhyut@aaainsolvency.com with a copy to: sanjaygupta@aaainsolvency.com
- ❖ The Liquidator reserves the right not to respond to any query or provide any clarification, at their sole discretion, and no extension of time and date referred to in this E-Auction Process Information Document shall be granted on the basis of not having received response to clarifications sought from the Liquidator. Nothing in this Clause shall be considered or read as compelling or requiring the Liquidator to respond to any query or to provide any clarification to the queries raised by a bidder. The Liquidator will not be held responsible for any delay in response or non-response to clarifications raised by the Bidder.

L. MODE OF SALE AND AUCTION PROCESS

- ❖ The liquidator proposes to conduct the sale of Company on a going concern basis as contemplated under Regulation 32(e) of the Liquidation Process Regulations, 2016 through E-Auction Process Document.
- ❖ The Successful Bidder shall be required to complete the sale of Company on

going concern basis in accordance with the provisions of IBC and Liquidation Process Regulations, 2016. After identification of Successful Bidder, the Liquidator shall have the right to approach the Judicial Authority for obtaining suitable directions on the implementation of such sale and any such directions shall be binding on the parties to sale as per E-Auction Process Document.

- ❖ It is clarified that from the date of submission of the Bid, the Qualified Bidders shall not be entitled to withdraw, cancel or renegotiate the Bid under any circumstances or for any reason and by participating in this e-auction process, the Qualified Bidders specifically waive any such right to withdraw, cancel or renegotiate the Bid under all applicable law. In the event the Qualified Bidder makes any attempt to withdraw/cancel the Bid, renegotiate or does not complete payment of the sale consideration as per the timelines set out herein, the EMD, 1st Installment and any other amounts paid by the Bidder shall be forfeited and the Bidder shall not be entitled to a refund of the same.

M. ASSETS TO BE AUCTIONED AND RESERVE PRICES

Asset Description	Block	Reserve Price (In Rs.)	EMD Amount (In Rs.)	Incremental Value (In Rs.)
<u>Thermal Power Plant 2x135 MW Capacity (Complete plant on Going Concern Basis)</u> Leasehold Land (Area 644.69 Acres), Building including shed along with plant and machinery situated at Korba, Chhattisgarh	A	277.40 Crores	9 Crores	2 Crores

Please find appended, the details of the Assets underlying with Blocks in **ANNEXURE VIII**.

It is to be noted that the bidders cannot place a bid for the block of assets at a value below the reserve price. Further, the bidders can increase their Bid by a minimum incremental amount of Rs.2 Crores for BLOCK A and in multiples of these amounts.

N. EARNEST MONEY DEPOSIT (EMD)

All the E-Auction Process Applicants shall provide, along with r prior to submission of their auction bids, the earnest money deposit in the following manner:

- a) **Initial EMD-**

An amount which is equal to the 5% of the reserve price for the block of asset that is to be bided for, as initial earnest money deposit

b) Further EMD-

An amount which is equal to the 5% of the bid amount within 2 days of declaration as successful bidder, as further earnest money deposit.

by way of DD/NEFT/RTGS in the Account of “VANDANA VIDHYUT LIMITED IN LIQUIDATION”, Account No.: 7913800482, Kotak Mahindra Bank Limited, Branch: G-5-13, Plot No. 1&2, Basement B - 4, Local Shopping Centre, Pamposh Enclave, Greater Kailash I, New Delhi 110048, IFSC Code: KKBK0000195, or through DD drawn on any Scheduled Bank in the name of VANDANA VIDHYUT LIMITED IN LIQUIDATION” or give a Bank Guarantee for the EMD Amount as per Format A (Earnest Money – Bank Guarantee) or Format B as given in the E-Auction process document.

It may be noted that the Bidder may request the Liquidator to permit the Bidder to submit the Earnest Money through its Associate or Associate Company. Such payment of the Earnest Money by an Associate or Associate Company of the Bidder shall be accompanied by a letter in the format set out in **Format B** (Earnest Money by an Associate / Associate Company). Such an Associate or Associate Company must also be an Eligible Bidder as per the requirements specified in this E-Auction Process Information Document. Provided that, the Liquidator reserves the right to accept such a request at its sole discretion and upon such terms and conditions as it may deem fit, including but not limited to requiring such a party to submit any authorization documents or other necessary details/documents.

1. The Earnest Money Deposit, which would not be bearing any interest, has to be paid by the Bidder prior to uploading the online bid form.
2. Through RTGS / NEFT to the account number of the company as provided under:

Account Number	7913800482
Guarantee Beneficiary Name	Vandana Vidhyut Limited In Liquidation
Bank Name	Kotak Mahindra Bank

Branch	Branch: G-5-13, Plot No. 1&2, Basement B - 4, Local Shopping Centre, Pamposh Enclave, Greater Kailash I, New Delhi 110048,
IFSC Code	KKBK0000195

3. The details of any remittances in this regard shall be entered in the online form submitted by the Bidder. The entire EMD amount shall be remitted by the Bidder (s) from one bank account only and to be owned by the Bidder.
4. Bidders shall preserve the remittance Challan and shall produce the same in front of the Liquidator
5. All the as and when demanded. Payments to be made by the Bidder under the E-auction shall be intimated to the Liquidator at assetsale2@aaainsolvency.in.

The Earnest Money may also be provided in the form of the cash which can be deposited by E-Auction process applicant, by way of direct bank transfer to the bank account as notified by the Liquidator. It should be noted that No interest will be paid to the auction process applicant in relation to such Earnest Money amount.

Forfeiture of Earnest Money Deposit / Invocation of Bank Guarantee from the E-Auction Applicant / Bidder

The Guarantee Beneficiary shall have the right to invoke the bank guarantee for a period upto 30 (thirty) days from the last date of the submission of the Earnest Money, by issuance of a written demand to the Bank in the circumstances as set out in the Bank Guarantee.

It is to be noted that the Earnest Money furnished can be forfeited at any time, upon the occurrence of any of the following events:

1. if there is a breach of any of the conditions under this E-Auction Process Information Document by the Bidder or in case Bidder is found to have made any misrepresentation; or
2. if Bidder is found to be ineligible to submit the bid as per the conditions set out in Section 29A of the IBC (as amended from time to time) or is found to have made a false or misleading declaration of eligibility as per the conditions set out in Section 29A of the IBC (as amended from time to time); or
3. If the Bidder is identified as the Successful bidder and it fails to

extend the validity of the Earnest Money through the bank guarantee or does not accept the Letter of Intent issued by the Liquidator.

4. If the Successful Bidder fails to make the complete payment as per the terms of the Letter of Intent issued by the Liquidator.

Set-Off of Earnest Money of the Successful Bidder

Unless expressly indicated by the Bidder, the Earnest Money shall be set-off against or used as part of the consideration that the successful bidder proposes to offer in relation to the Company,

In case the auction fails, then the Earnest Money paid by the E-auction process applicant shall be returned (without interest) to it within 7 (Seven) days of the date of closure of auction process.

Issuance of Letter of Intent and Transaction Documents

The Successful Bidder, with in a period of 4 days from submission of bid, shall be required to execute a letter of intent (LOI) provided by the Liquidator, the terms of which shall be binding on him.

A sale certificate and / or conveyance document and/ or transfer documents for the relevant asset/assets shall be issued / executed between the Successful Bidder and the Company upon receipt of the balance sale consideration and execution of the LOI within a period of 30 days from the LOI.

Default by Successful Bidder and its Results

In the event of the Successful Bidder withdrawing his E-Auction Application, the Guarantee Beneficiary / Liquidator shall have the right to invoke/encash the Earnest Money furnished by the Successful Bidder.

0. DECLARATION OF SUCCESSFUL BIDDER

The Liquidator at the end of the E-Auction phase, shall declare the successful bidder(s) for any asset block(s). The successful bidder(s)

shall be determined on the basis of highest bid received for the asset block (s) by the Liquidator via the E-Auction portal process. In case of any dispute / discrepancy, the Liquidator shall assess the E-Auction applications and declare the successful bidder(s) offering maximum value for the auctioned assets. This right of selecting and declaring the successful bidder (s) shall solely rest with the Liquidator at all times.

P. FRAUDULENT AND CORRUPT PRACTICES

The E-Auction Process Applicant / Bidder shall observe the highest standard of ethics during the E-Auction Process and subsequently during the closure of the E-Auction Process and declaration of successful bidder. Notwithstanding anything to the contrary contained in this E-Auction Process Information Document, or in the Letter of Intent, the Liquidator shall reject an auction bid, revoke the Letter of Intent, as the case may be, without being liable in any manner whatsoever to the E-Auction Process Applicant, if the Liquidator, at his discretion, determines that the E-Auction process applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the E-Auction Process or has, undertaken any action in respect of such process which results in the breach of any Applicable Law including the Prevention of Corruption Act, 1988. In such an event, the Guarantee Beneficiary may invoke the Earnest Money, without prejudice to any other right or remedy that may be available to the Liquidator under this E-Auction Process Information Document or Applicable Law.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

“coercive practice” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the auction Process;

“corrupt practice” shall mean

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the auction Process (for avoidance of doubt, offering of employment to or employing or engaging in

any manner whatsoever, directly or indirectly, any official of the Liquidator or the Company, who is or has been associated or dealt in any manner, directly or indirectly with the auction Process or arising there from, before or after the execution thereof, at any time prior to the expiry of 1(one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Liquidator or the Company, shall be deemed to constitute influencing the actions of a person connected with the auction Process); or

(ii) engaging in any manner whatsoever, during the auction Process or thereafter, any person in respect of any matter relating to the Company, who at any time has been or is a legal, financial or technical adviser of the Liquidator or the Company, in relation to any matter concerning the auction process;

“fraudulent practice” shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the auction Process;

“restrictive practice” shall mean forming a cartel or arriving at any understanding or arrangement among the auction process Applicants with the objective of restricting or manipulating a full and fair competition in the auction Process; and

“undesirable practice” shall mean (i) establishing contact with any person connected with or employed or engaged by the liquidator with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the auction Process; or (ii) having a Conflict of Interest.

The Bidder shall not involve himself for any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidders.

The Bidder shall not divulge either his bid or any other details provided to him by the Liquidator or during the due diligence process in respect of the asset to any other party. Prior to conduct of due diligence / site visits, the Liquidator may require the Bidder to execute confidentiality agreement with the Company / Liquidator.

Q. COSTS, EXPENSES AND TAX IMPLICATIONS

The auction process applicant shall be responsible for all the costs

incurred by it on account of its participation in the auction process, including any costs associated with participation in the discussion Meeting (if any), Site Visit, etc. The Liquidator shall not be responsible in any way for such costs, regardless of the conduct or outcome of the auction Process.

It is hereby clarified that the E-Auction Process Applicant shall make its own arrangements including accommodation for the discussion Meeting (if organized) or Site Visit and all costs and expenses incurred in that relation shall be borne by the E-Auction Process Applicant.

The E-Auction Process Applicant shall not be entitled to receive any re-imbursement of any expenses which may have been incurred while carrying out the due diligence, search of title to the assets and matters incidental thereto or for any purpose in connection with the E-Auction Process.

It is to be noted that all taxes applicable (including stamp duty implications and registration charges) on sale of assets would be borne by the successful bidder:

1. The sale attracts stamp duty, registration charges etc. as per relevant laws
2. The successful bidder shall bear all the necessary expenses like applicable stamp duties / additional stamp duty / transfer charges, fees, etc. for transfer of property (ies) in his / her name
3. The Successful Bidder shall bear the applicable mutation fee and all the minor dues of land development agencies, local and municipal taxes, assessment charges, etc. in respect of the properties put on e- Auction.
4. Purchaser has to bear the cess or other applicable tax i.e. GST, TDS etc.

It is expressly stated that the Liquidator does not take or assume any responsibility for any minor dues or otherwise, of the Company, including such dues, if any, which may affect transfer of the liquidation assets in the name of the Successful Bidder and such dues, if any, will have to be borne / paid by the Successful Bidder.

The E-Auction process applicant shall be responsible for fully satisfying the requirements of the IBC and the related Regulations as well as all Applicable Laws that are relevant for the sale process. The Successful Bidder shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or

consents, if any, that are or may be required under Applicable Law for purchasing the relevant assets.

R. GOVERNING LAW AND JURISDICTION

This E-Auction Process Information Document, the auction Process and the other documents pursuant to the E-Auction Process Information Document shall be governed by the laws of India and any dispute arising out of or in relation to the E-Auction Process Information Document or the E-Auction Process shall be subject to the exclusive jurisdiction of the Adjudicating Authority, courts and tribunals at Mumbai, India.

S. TIMETABLE

The following timetable shall apply to the E-Auction Process Information Document. The timetable may be amended by the Liquidator through issuance of an addendum to the E-Auction Process Information Document.

Sl. No	Event	Timeline (days)
1.	Public Announcement of Auction	10/11/2021 to
2.	Opening of Auction Portal and this E-Auction Process Information Document made available on the websites as per Terms and Conditions.	10/11/2021
3.	Submission of Bid Declaration form	10/11/2021 to 29/11/2021
4.	KYC declaration, Due Diligence	10/11/2021 to 29/11/2021
5.	Site Visits and Discussion Meeting	10/11/2021 to 29/11/2021
6.	Bid and EMD submission	10/11/2021 to 29/11/2021

7.	E – Auction	30/11/2021 (03:00 PM to 05:00 PM) With Unlimited extension of 5 min each.
8.	Announcement of Successful Bidder	01/12/2021
9.	Signing the Letter of Intent (LOI)	01/12/2021 to 08/12/2021
10.	Return of EMD for unsuccessful bidders	30/11/2021 to 7/12/2021
11.	Payment of balance consideration by successful bidder	01/12/2021 to 30/12/2021

**While the timeline for submission of bid forms and declaration forms extends from 10/11/2021 to 29/11/2021, please note that access to documentation, additional information and site visits will be granted only once the bidder submits the bid form and declaration form proving his eligibility to participate in the bidding process.*

The submission of EMD and balance consideration shall be done in the following manner:

- a) Payment of 5% of the reserve price as EMD as mentioned above
- b) Payment of 5% of the bid amount as Further EMD within 2 days of declaration as successful bidder,
- c) Payment of 20% of the bid amount within 15 days of declaration as successful bidder,
- d) Payment of remaining amount of the final bid as per the timeline mentioned under the Code and IBBI (Liquidation Process) Regulations, 2016

***As per the Paragraph 12 of Schedule I of IBBI (Liquidation Process) Regulations, 2019, —On the close of the auction, the highest bidder shall be invited to provide balance sale consideration within ninety days of the date of such demand:*

*Provided that payments made after thirty days shall attract interest at the rate of 12%:
Provided further that the sale shall be cancelled if the payment is not received within
ninety days.*

Note –

The timeline for payment of final sale consideration may be extended at the sole discretion of Liquidator, to the extent permissible under the applicable laws and regulations. In case the final sale consideration is not paid within the timeline, the Liquidator shall forfeit EMD.

PLEASE FIND ATTACHED THE FORMATS FOR THE GUARANTEE – FOR THE BIDDER /BY AN ASSOCIATE COMPANY OF THE BIDDER ON BEHALF OF THE BIDDER, FOR REVIEW

FORMAT A

EARNEST MONEY – BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate stamp duty value relevant to place of execution, purchased in the name of the Guarantor Bank)

To,

Mr. Sanjay Gupta
Liquidator – Vandana Vidhyut Limited
Having his Office at E- 10A, Kailash Colony,
New Delhi, Delhi 110048
(“Liquidator”)

And

HDFC Bank,
Vashi, Navi Mumbai Branch
(“HDFC Bank”, together with the “Liquidator”, the “Beneficiary”)

WHEREAS

- A. *[Insert name of the Bidder]* incorporated in *[India]* / *[insert name of country where guarantor is incorporated]* under the *[Companies Act, [1956/2013]]* / *[insert name of legislation under which the entity is incorporated]* with corporate identity number *[●]*, whose registered office is at *[insert address]* (**“Bidder”**) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR (Indian Rupees only) in accordance with the terms of the E-Auction Process Information Document dated *[●]* (**“E-Auction Process Information Document”**) (**Sale of Corporate Debtor as a Going Concern**) issued by the Liquidator seeking submission of bids for assets of Vandana Vidhyut Limited.
- B. This bank guarantee is required to be issued in favor of the Beneficiary, as per the terms of the E-Auction Process Information Document(**Sale of Corporate Debtor as a Going Concern**)
- C. We,*[insert name of the bank]* having our registered office at *[insert address]* (**“Bank”**) at the request of the Bidder, do hereby undertake to pay to

the Beneficiary at [New Delhi] an amount not exceeding INR XXXXX (Indian Rupees XXXXX only) to secure the obligations of the Bidder under the E- Auction Process Information Document (**Sale of Corporate Debtor as a Going Concern**) on demand from the Beneficiary on terms and conditions herein contained.

1. Now therefore, the Bank hereby issues in favour of the Beneficiary this irrevocable and unconditional payment bank guarantee ("**Guarantee**") on behalf of the [*Insert name of the Bidder*] for an amount.
2. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Beneficiary without any demur, reservation, Caveat, protest or recourse, immediately on receipt of first written demand made by the Beneficiary, a sum not exceeding the aggregate amount of INR XXXXX (Indian Rupees XXXXX).
3. This Guarantee shall be valid and binding on the Bank up to and including [*Insert date of validity of the Earnest Money*] and shall in no event be terminable by notice or any change in the constitution of the Bank or the Beneficiary, by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
4. The Bank hereby expressly agrees that the demand made on it under this Guarantee shall be conclusive evidence of that such payment is due and the Bank shall not require any other proof, in addition to the written demand from Beneficiary, made in any format, raised at the above mentioned address of the Bank, in order to make the said payment to the Beneficiary.
5. The Bank shall make payment hereunder notwithstanding any objection by [*Insert name of the Bidder*] and / or any other person or any dispute(s) raised by the [*insert name of the Bidder*] in any suit or proceeding pending before any court or tribunal relating thereto and the Bank's liability under this present being absolute and unequivocal. The Bank shall not require the Beneficiary to justify the invocation of this Guarantee, nor shall the Bank have any recourse against the procurer(s) in respect of any payment made hereunder.
6. This Guarantee shall be interpreted in accordance with the laws of India and the courts and tribunals at Mumbai shall have exclusive jurisdiction. The Bank represents that this Guarantee

has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

7. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Bank.
8. This Guarantee shall be a primary obligation of the Bank and accordingly the Beneficiary shall not be obliged before enforcing this Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Bank waives any such right to that extent.
9. The Bank further unconditionally agrees with the Beneficiary that the Beneficiary shall be at liberty, without Bank's consent and without affecting in any manner the Bank's obligations under this Guarantee, from time to time:
 - i. Vary and/or modify any of the terms of the E-Auction Process Information Document;
 - ii. Extend and/or postpone the time of performance of the obligations of the Bidder under the E-Auction Process Information Document; or
 - iii. Forbear or enforce any rights exercisable by the Beneficiary against the Bidder under the terms of the E-Auction Process Information Document.

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the Bidder or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under the Guarantee.

10. The Bank hereby agrees and acknowledges that the Beneficiary shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.
11. Our liability under this Guarantee is restricted to INR XXXX (Indian Rupees XXXX only) and it shall remain in force until [Insert Earnest Money Validity Date], with an additional claim period of 30 (thirty) days thereafter.

12. Failure to re-issue or extend this Guarantee in accordance with Clause 11 above shall entitle the Beneficiary to invoke this Guarantee.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of
at.....

Witness:

1.

Signature, Name and Address.

Name:

2.

Designation with Bank

Stamp Name and Address

Attorney as per power of attorney No

For:

.....

[Insert Name of the Bank] Banker's Stamp and Full Address:

Dated thisday of 20.....

Notes:

The Stamp paper should be in the name of the Bank.

FORMAT B

**EARNEST MONEY AMOUNT PAYMENT BY AN ASSOCIATE
COMPANY**

To
Mr. Sanjay Gupta
Liquidator – Vandana Vidhyut Limited
Having his Office at E- 10A, Kailash
Colony,
New Delhi, Delhi 110048
(“Liquidator”)

[Copy to:]

[Insert name of the Bidder with address]

Dear Sir,

Sub: Payment of the amounts of Earnest Money on behalf of the Bidder in relation to the auction of assets of Vandana Vidhyut Limited.

In light of the bid for assets of Vandana Vidhyut Limited submitted by [Insert name of the Bidder with address] in **accordance** with and subject to the **provisions of the E- Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) dated [•] in relation to the captioned transaction (“E-Auction Process Information Document”)**, issued by the Liquidator,

[Insert name and address of the Associate Company and address of the head office] hereby declares and confirms it is [a / the] [Insert relationship of the Associate Company with the Bidder] of the Bidder (“Associate Company”), and the payment of the Earnest Money amount vide [Insert mode of payment] (“Payment”) is on behalf of the Bidder. The Associate Company acknowledges that such amounts paid as Earnest Money shall be subject to the terms of the Process Memorandum and hereby waives any right to claim any refund or adjustment of the amounts of such Payment except in accordance with the terms of the E-Auction Process Information Document (Sale of Corporate Debtor as a

Going Concern).

The Associate Company hereby represents and warrants that payment of amounts on behalf of the Bidder is in compliance with Applicable Law.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the E-Auction Process Information Document.

Thanking you,
Yours sincerely,

.....

[Signature and name of the Authorised Officer of the Associate Company] Rubber stamp/seal of the Associate Company

ACKNOWLEDGMENT

We hereby acknowledge and confirm the statements set out above by the Associate Company.

Yours sincerely,

.....

[Signature and name of the Authorised Officer of the Bidder] Rubber stamp/seal of the Bidder

Date:

ANNEXURE I

AFFIDAVIT AND UNDERTAKING

Mr. Sanjay Gupta
Liquidator – Vandana Vidhyut Limited
Having his Office at E- 10A, Kailash
Colony,
New Delhi, Delhi 110048
(“**Liquidator**”)

Sub: Disclosure of eligibility under section 29A of the Insolvency and Bankruptcy Code, 2016 and declaration for submitting bid fore-auction.

Dear Sir,

A. I hereby submit this declaration under Section 29A of the Insolvency and Bankruptcy Code, 2016 (“Code”) as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018:

I have understood the provisions of section 29A of the Code as inserted by the Insolvency and Bankruptcy Code (Amendment) Ordinance, 2017. I confirm that neither XYZ Limited nor any person acts jointly with XYZ Limited or any person who is a promoter or in the management or control of XYZ Limited or any person acting jointly with XYZ Limited:

- (a) is an un-discharged insolvent;
- (b) is a wilful defaulter in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949;
- (c) has an account, or an account of a corporate debtor under the management or control of such person or of whom such person is a promoter, classified as non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 or the guidelines of a financial sector regulator issued under any other law for the time being in force and at least a period of one year has lapsed from the date of such classification till the date of commencement of the corporate insolvency resolution process of the corporate debtor;
- (d) has been convicted for any offence punishable with

imprisonment:

for two years or more under any Act specified under the Twelfth Schedule;

for seven years or more under any law for the time being in force:

(e) is disqualified to act as a director under the Companies Act, 2013;

(f) is prohibited by the Securities and Exchange Board of India from trading in securities or accessing the securities markets;

(g) has been a promoter or in the management or control of a corporate debtor in which a preferential transaction, undervalued transaction, extortionate credit transaction or fraudulent transaction has taken place and in respect of which an order has been made by the Adjudicating Authority under this Code;

(h) has executed an guarantee in favour of a creditor in respect of a corporate debtor against which an application for insolvency resolution made by such creditor has been admitted under this Code;

(i) is subject to any disability, corresponding to clauses (a) to (h) of Section 29A, under any law in a jurisdiction outside India; or

(j) Has a connected person (as defined in Explanation to Section 29A) who is ineligible under clauses (a) to (i) of Section 29A.

I therefore, confirm that XYZ Limited is eligible to be bidder in accordance to Section 29A of the Insolvency and Bankruptcy Code, 2016 ("Code") as inserted by the Insolvency and Bankruptcy Code (Amendment) Act, 2018.

B. I undertake on behalf of XYZ Limited, that during the Liquidation Process, no person who would be considered as Connected Person and is not eligible to submit resolution plan under section 29A of Insolvency and Bankruptcy Code, 2016 and the regulation 38 of IBBI (Insolvency Resolution Process of Corporate Persons) regulations, 2016 shall be engaged in the management and control of corporate debtor.

C. I declare and undertake that in case the XYZ Limited becomes

ineligible at any stage during the Liquidation Process, it would inform the Liquidator forthwith on becoming ineligible.

D. I also undertake that in case the XYZ Limited becomes ineligible at any time after submission of the EMD, then the EMD would be forfeited and the same would be deposited in the account of Vandana Vidhyut Limited – in liquidation.

E. I also further undertake that my winning bid Amount will remain binding unless rejected by the Liquidator.

F. I confirm that the said declaration and disclosure is true and correct.

G. I am duly authorised to submit this declaration by virtue of ___

(DEPONENT)

VERIFICATION

I, the deponent above, do hereby solemnly declare and affirm that the above statement given by me is true and correct to the best of my knowledge and belief and nothing stated above is false or misrepresentation or misleading.

(DEPONENT)

ANNEXURE II

BID Application Form

(Please fill up separate Bid application forms for each property)

Date:

Mr. Sanjay Gupta
Liquidator – Vandana Vidhyut Limited
Having his Office at E- 10A, Kailash
Colony,
New Delhi, Delhi 110048
(“Liquidator”)

Dear Sir,

I am desirous in participating in the E-Auction of Vandana Vidhyut Limited (under liquidation as going concern) announced by you in the newspaper publication dated
..... (Name of media journal).

Details of Corporate Debtor:

Name of Bank A/c	Vandana Vidhyut Limited in Liquidation
Account Number	7913800482
Bank Name	Kotak Mahindra Bank
Branch	Greater Kailash-1, New Delhi-110048
IFSC Code	KKBK0000195

Details of Bidder / Bid Price Offered

Name of the Bidder	
Constitution of Bidder	
Contact No.	
Email ID	
PAN No.	
Address	

Details of Division / Asset:

Sr. No. in sale notice for which EMD deposited	
Description of Division	
Reserve Price of Division as per sales Notice	

Details of bank and branch in which refund has to be made:-

Bank account no.	
Name of Bank	
IFSC Code	
Branch Name	

I/We/M/s. also encloses copies of the required KYC documents. We request you to kindly verify the same and arrange with the auction portals for issue of an ID and password for us to enable us to take part in the E-Auction.

Date:

Signature

Place:

STAMP

Terms and Conditions of the E-auction are as under:

In addition to the E-Auction Process Information Document, following terms and conditions apply:

1. E-Auction is being held on “**AS IS WHERE IS, AS IS WHAT IS**”, **WHATEVER THERE IS AND WITHOUT RECOURSE BASIS** ,” and will be conducted “On Line”. The auction will be conducted through the approved service provider M/s E-Procurement Technologies Limited, at the web portal <https://aaa.auctiontiger.net>. E-Auction Process document containing E-Auction bid form, Declaration by bidders, General terms and conditions of online auction sales are available on Websites <https://aaa.auctiontiger.net> Interested bidders can register, bid and receive confirmation of their bid online.

The requisition of additional information, if any, be sent to vandana.vidhyut@aaainsolvency.com disclosing the identity of the Applicant.

2. The Prospective Bidders should make their own Independent inquiries regarding the encumbrances, title of assets put on auction and claims/rights/dues/ affecting the assets, and should conduct their own due-diligence prior to submitting their bid. The E-Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Liquidator. The Company is proposed to be sold on a going concern basis with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. The property is being sold with all the existing and future encumbrances/claims/dues/demands whether known or unknown to the Liquidator. Liquidator shall not be responsible in any of way for any third party claims/ rights/ dues.
3. The Prospective Bidders should submit the evidence for EMD deposit like UTR number along with the Request Letter for participation in E-auction, self- attested copies of (I) Proof of identity (KYC) viz. Voter ID card/ Driving License/ Passport etc., (ii) Current Address-Proof for communication, (iii) PAN card of Bidder, (iv) Valid Email ID, (v) contact number (Mobile/Landline)

of the bidder etc., to the office of Liquidator by **29th November 2021** before 5:00 PM. Scanned copies of the original of these documents can also be submitted to the Email ID of Liquidator.

4. Name of Eligible Bidders will be identified and conveyed by Liquidator to participate in online E-auction on the portal <https://aaa.auctiontiger.net>; "Auction Tiger". The Liquidator will provide User ID & Password to the Eligible Bidders after due verification of KYC of the Eligible Bidders.
5. It should be the responsibility of the interested bidders to inspect and satisfy themselves about the property before submission of the bid.
6. Liquidator has right to demand documents from bidder for the process and in case the documents are not provided, the liquidator may disqualify the bid.
7. The E-Auction / bidding of the assets of Vandana Vidhyut Limited would be conducted exactly on the schedule Date & Time as mentioned against each property by way of inter-se bidding amongst the bidders. The bidder may improve their offer in multiple of "Bid Increment Amount" against each property. The bidders can increase their Bid by a minimum incremental amount of Rs. 2 Crores for BLOCK A in multiples of these amounts. In case bid is placed in the last 5 minutes of the closing time of the E-auction, the closing time will automatically get extended for 5 minutes.
8. The EMD of unsuccessful bidders shall be refunded within **seven** working days. The EMD shall not bear any interest.
9. In case of the Successful Bidders, the EMD (whether in the form of a Demand Draft or a Bank Guarantee) may be banked or invoked. The EMD shall not bear any interest.
10. The Liquidator will issue a Letter of Intent to the Successful Bidder, detailing the Total Payable Amount and other Terms and Conditions. The Successful Bidder would have to provide a Performance Bank Guarantee within 3 working days of the issuance of the Letter of Intent by the Liquidator. Any default in submission of the Performance Bank Guarantee by the successful

bidder would entail forfeiture of EMD already deposited and the property shall be put to re-auction and the defaulting bidder shall have no claim / right in respect of property / amount, whatsoever.

11. The EMD of the Successful Bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The Liquidator can retain the EMD of H2 bidder too. The EMD shall not bear any interest. The Liquidator will issue a Letter of Intent (LOI) to the Successful Bidder and the Successful Bidder shall have to deposit the balance amount (Successful Bid Amount – EMD Amount) within 30 days on issuance of the LOI by the Liquidator. Default in deposit of the balance amount by the successful bidder within the time limit as mentioned in the LOI would entail forfeiture of the entire amount deposited (EMD + Any Other Amount) by the Successful Bidder. In such case, the Liquidator would have right to invite the H2 bidder to become successful Bidder.
12. The Successful Bidder shall bear the applicable mutation fee and all the minor dues of land development agencies, local and municipal taxes, assessment charges, etc. in respect of the properties put on e-Auction.
13. The Liquidator is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn / postpone/ cancel the E-Auction or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason there for.
14. The sale certificate will be issued and / or transaction / sale documents executed in the name of Successful Bidder(s) / Successful E-Auction Process Applicant(s) only and will not be issued in any other name(s).
15. The sale shall be subject to conditions prescribed under the Insolvency & Bankruptcy Code, 2016, provisions and regulations thereunder.
16. The interested bidders may give offers either for one or more than one asset blocks. In case a bidder bids for more than one asset, he will be required to submit separate EMD amounts for each asset blocks.
17. In case the successful buyer requires the issuance of documents in

the name of another individual/nominee/registered company, prior information to this effect shall be given to the Liquidator by way of a formal letter and undertaking in the prescribed format.

18. The invoice of the entire sale can be issued to auction purchaser in parts/lots.

19. The decision of the Liquidator on declaration of Successful Bidder shall be final and binding on all the Bidders.

Date:

Place: New Delhi

Sanjay Gupta

Liquidator

IBBI Regn. No: IBBI/IPA-001/IP-P00117/2017-18/10252

Vandana Vidhyut Limited

(A company under liquidation process vide NCLT order dated December 16, 2019)

Registered office: Vandanaa Bhawan, M.G. Road, Raipur CT 492001 IN

Email: vandana.vidhyut@aaainsolvency.com, sanjaygupta@aaainsolvency.com; assetsale1@aaainsolvency.in

Mr. Sanjay Gupta has been granted a certificate of registration to act as a Liquidator by the Insolvency and Bankruptcy Board of India, his Registration No. is IBBI Reg. No: IBBI/IPA-001/IP-P00117/2017-18/10252. The affairs, business and property of Vandana Vidhyut Limited (VVL) are being managed by the Liquidator, Sanjay Gupta, who acts as agent of VVL only and without personal liability.

IP registration details as under:

IP Registration no. IBBI/IPA-001/IP-P00117/2017-18/10252

Address: A-604, Sujjan Vihar, Sector-43, Gurgaon, Haryana, 122002;

Correspondence Address: E-10A, Kailash Colony, Greater Kailash – I, New Delhi -110048

Email: sanjaygupta@aaainsolvency.com; assetsale1@aaainsolvency.in vandana.vidhyut@aaainsolvency.com

Contact No. - 011-46664600

ANNEXURE III

BID DECLARATION FORM/DECLARATION BY BIDDERS

To,
Mr. Sanjay Gupta, the Liquidator,
Vandana Vidhyut Limited – In Liquidation

Dear Sir,

1. I / We, the Bidder (s) aforesaid do hereby state that, I / We have read the entire terms and conditions for the sale of assets as specified in the Information Sheet and have understood them fully. I / We, hereby unconditionally agree to confirm with and to be bound by the said terms and conditions and agree to take part in the E-auction process.
2. I / We declare that the Earnest Money Deposit (EMD) and the deposit towards purchase-price have been made by me / us as against my/our bid and that the particulars of remittance and all other information given by me/us in the online form is true and correct.
3. I / We further understand and agree that if any of the statement / information revealed by me / us is found to be incorrect and / or untrue, the bid submitted by me / us is liable to be cancelled and in such case, the EMD and / or any monies paid by me / us is liable to be forfeited by the Seller (“Liquidator”) and the Seller will be at liberty to annul the offer made to me/us at any point of time.
4. I / We also agree that after my /our offer given in my /our bid for purchase of property (ies) is accepted by the Seller and if, I / We, fail to accept or act upon the terms and conditions of the sale or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and /or fail to fulfil any / all the terms and conditions of the auction and offer letter, the EMD and other monies paid by me / us along with the online form and thereafter, are liable to be forfeited. The timeline for payment of final sale consideration may be extended by sole discretion of liquidator, to the extent permissible under the applicable laws and regulations. In case final sale consideration is not paid within

timeline, the liquidator shall forfeit EMD and or Performance BG.

5. I / We understand that the EMD of all Bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of property (ies). I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.
6. I / We confirm that our participation in the E-auction process, submission of bid or acquisition of the property (ies) pursuant to the provisions of the E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any applicable laws; or (iii) any authorization or approval of any government agency or body; or (iv) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
7. The decision taken by the Liquidator with respect to the selection of the Successful bidder and communicated to us shall be binding on me/us.
8. I/We also undertake to abide by the additional conditions if announced during the E-auction including any announcement(s) on correction of and/ Or additions or deletions to the time of auction portal and property (ies) being offered for sale.
9. I/We confirm that the Seller and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and bid on the E-auction portal due to any unforeseen circumstances etc. before or during the auction event.
10. I/We hereby confirm that I/we are eligible to purchase the assets of the Company under Section 29A of the Insolvency and Bankruptcy Code, 2016.
11. I / We agree that after my /our offer given in my /our Bid in relation to the sale of the Company as contemplated under the E-Auction Process Information Document (Sale as a going concern), I/We shall not nor shall make any attempt to cancel/negotiate/withdraw our Bid at any time for any reason

whatsoever. In the event, I/we cancel/negotiate/withdraw or attempt to do the aforesaid, the EMD and any other amounts paid by us shall be forfeited and we shall not be entitled to a refund of the same. We acknowledge that the Liquidator in his discretion may cancel and rescind the LOI issued in our favour in such a circumstance as specified in the E-Auction Process Information Document (Sale as a going concern).

12. I / We understand that the EMD of submitted by us shall be retained by the Liquidator and returned only in accordance with the terms of the E-Auction Process Document. I / We, state that I / We, have fully understood the terms and conditions therein and agree to be bound by the same.
13. I/we confirm that if we are declared as the Successful Bidder, we shall (i) submit the duly executed copy of the LOI to the Liquidator as per the terms of the E-Auction Process Document; (ii) make the payment of the 1st Installment (plus applicable taxes) within 15 days of being declared as the Successful Bidder.
14. I / We confirm that our participation in the E-Auction Process, submission of Bid or the sale of the Company, pursuant to the provisions of the E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) will not conflict with, or result in a breach of, or constitute a default under (i) our constitutional documents; or (ii) any Applicable Law; or (iii) any authorization or approval of any government agency or body; or (iv) any judgement, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign binding on me / us; or (v) any agreement to which I am / we are a party or by which I am / We are bound.
15. I/ We understand that I/We shall be responsible for fully satisfying ourselves with the requirements of the IBC and the related regulations as well as all Applicable Law(s) that are relevant for the E-Auction Process and consummating the sale of the Company on going concern basis. I/We shall be responsible for obtaining requisite regulatory or statutory or third-party approvals, no-objections, permission or consents, if any, that are or may be required under Applicable Law(s) for consummation of sale of Company on going concern basis in accordance with the

provisions of IBC and Liquidation Process Regulations.

16. The decision taken by the Liquidator with respect to the selection of the Successful Bidder and communicated to us shall be binding on me/us.
17. I/We also undertake to abide by the additional conditions if announced during the e-auction including any announcement(s) on correction of and / or additions or deletions to the time of auction portal being offered for sale.
18. I/We confirm that the Liquidator and his employees, shall not be liable and responsible in any manner whatsoever for my/our failure to access and Bid on the E-Auction portal due to any unforeseen circumstances etc. before or during the E-Auction event.
19. I/We hereby confirm that I/We shall bear the applicable stamp duties/ additional stamp duty / transfer charges, fee, taxes, Good and Services Tax, license and approvals transfer fees etc. and also all the statutory/ non statutory dues, taxes, rates assessment charges fees etc. owing to anybody.
20. I/We hereby confirm that we shall be solely responsible for obtaining and carrying out necessary actions and obtaining necessary approvals in order to effectuate fully the purposes, terms and conditions of the sale of the Company as a going concern as per the terms of this E-Auction Process Document, including but not limited to, obtaining or renewing any license, consent, certificate, permit or other authorization, including procuring all necessary approvals from Persons, governmental and statutory authorities, if any, as may be required. The Liquidator shall in no way be held responsible nor shall there be any reduction in the Bid price/sale consideration as per the e-auction in case the of failure or delays on the part of the Successful Bidder to obtain the said approvals, licenses and permissions in its name or complete any other actions as the Successful Bidder may require.

(Signature with SEAL)

Name:

.....
.....

Address:

.....
.....
.....

Email...

Mobile...

ANNEXURE IV

Technical Terms & Conditions of E-auction sale

1. Intending bidders shall have a valid e-mail ID, valid PAN Card and KYC document to register with the E- Auction Service Provider.
2. Intending bidders have to register with the E-auction serviceprovider.
3. Only upon verification of the Online Form and confirmation of remittance of EMD will the Eligible Bidders be declared and thereafter, permitted to access the Platform for bidding for a particular Property.
4. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Agency/ the Seller. Hence, Bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.
5. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to anyone to safeguard its secrecy.
6. Bidders are advised to change the password immediately on receipt thereof.
7. The Affidavit and Declaration as per the formats set out in *Annexure I and III* must be executed in accordance with applicable law and it must be in issued in accordance with the constitutional documents of the Bidder, if applicable, after obtaining all corporate approvals as may be required. The extract of constitutional documents and certified copies of the corporate approvals must be enclosed with the declaration. In case of Bidder being an individual, the declaration must be personally signed by the Bidder. In case the Bidder is not an individual, the declaration must be signed by a person who is in full time employment of the Bidder and duly authorized to sign the same.
8. All the aforementioned documents are required to be uploaded on the portal and the original physical copies thereof shall be provided by the Successful Bidder to the Seller in accordance with the Process Sale Document.

9. All bids placed are legally valid bids and are to be considered as bids from the Bidder himself. Once the bid is placed, the Bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
10. The highest bid on the auction shall supersede all the previous bids of the respective Bidders. The Bidder with the highest offer/ bid does not get any right to demand for acceptance of his bid.
11. After the conclusion of the E-auction for each Property, the Successful Bidder shall be informed through a message generated automatically by the portal, of the outcome of the E-auction. A separate Intimation shall also be sent to the Successful Bidder. Date of sending the e-mail will be considered as the date of receipt of the Intimation i.e. Date of Intimation.
12. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/ power failure at the Bidder's end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment.

ANNEXURE V - CONFIDENTIALITY UNDERTAKING

(on stamp paper)

This Confidentiality Undertaking has been signed by (Name of potential Bidders) having its office at _____ acting through Mr. (Name of person authorized by potential Bidder(s)), the authorized signatory/authorized representative (“Bidder”), which expression shall, unless repugnant to the context, be deemed to include its successors, assigns or legal representative) in favour of Mr. Sanjay Gupta, an Insolvency Professional having registration no. IBBI/IPA-001/IP-P00117/2017-18/10252

WHEREAS M/s Vandana Vidhyut Limited, a company registered under Companies, Act, 1956 (hereafter referred as the “Company”) is undergoing liquidation vide NCLT Cuttak Bench (“NCLT”) order dated 16th Decemeber, 2019, at NCLT website. Vide the said NCLT Order Mr. Sanjay Gupta, a registered insolvency professional with Insolvency and Bankruptcy Board of India (IBBI) having registration number IBBI/IPA-001/IP-P00117/2017-18/10252 has been appointed as liquidator to manage, protect, sell and liquidate the property, assets, business and other affairs of Vandana Vidhyut Limited (in liquidation as Going Concern) (“Liquidator”).

WHEREAS the Liquidator has invited prospective Bidders for the purpose of submission of Bid through E-Auction Process in respect of sale of the Company in accordance with the provisions of E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern) and provisions of Insolvency and Bankruptcy Code, 2016 (“IBC”) read with the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations, 2016 (“Liquidation Process Regulations”).

WHEREAS the Liquidator is required to share certain data, documents in relation to the Company for facilitating the prospective Bidder(s) in their due diligence after receiving an undertaking from each of the potential Bidder(s) to the effect that such member shall maintain confidentiality of the information received from the data room and during the course of due diligence and shall not use such information to cause an undue gain or undue loss to itself or any other person and comply with the requirements under IBC and Liquidation Process Regulations.

THEREFORE, the Bidder (s) hereby declare(s) and undertake(s) as follows:

1. The Bidder(s) shall not divulge any part of the information memorandum and information contained accessed through the Data Room which shall mean the virtual data room maintained by the Liquidator, created for the Qualified Bidders to

access information in relation to the Company or any other data shared by the Liquidator, through oral or written communication or through any mode to anyone and the same shall constitute "Confidential Information". Any information or documents generated or derived by the recipients of Confidential Information that contains, reflects or is derived from any Confidential Information shall also be deemed as Confidential Information.

2. The Bidder (s) further unconditionally and irrevocably undertake and declare that:
 - a) the Confidential Information shall be kept secret and confidential by the Bidder (s) and shall be used solely in accordance with the terms of the IBC;
 - b) the Bidder(s) shall not use the Confidential Information to cause any undue gain or undue loss to itself, the Company, Liquidator or any other person;
 - c) the Bidder(s) shall comply with all provisions of Applicable Law(s) for the time being in force relating to confidentiality and insider trading;
 - d) the Bidder (s) shall protect any intellectual property of the Company which it may have access to;
 - e) the Confidential Information may only be disclosed to and shared with any employees or its advisors by the Bidder(s), in accordance with Applicable Law(s), including in relation to confidentiality and insider trading, and terms of this Confidentiality Undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the liquidation process of the Company, provided that the Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this Confidentiality Undertaking.
 - f) the Bidder(s) shall ensure that all Confidential Information is kept safe and secured at all times and is protected from unauthorized access, use, dissemination, copying, any theft or leakage;
 - g) the Bidder(s) shall immediately destroy and permanently erase all Confidential Information upon the completion of sale of the Company as provided under E-Auction Process Information Document;

- h) the Bidder(s) shall take all necessary steps to safeguard the privacy and confidentiality of the information received through the access of the Data Room and shall use its best endeavors to secure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information, including but not limited to the financial position of the Company, all information related to disputes by or against the Company and other matter pertaining to the Company; and
 - i) the Bidder(s) shall be responsible for any breach of obligations under this confidentiality undertaking (including any breach of confidentiality obligations by any employee or advisor or agent or director of the Bidder) and shall indemnify the Liquidator for any loss, damages, expenses and costs incurred by the Liquidator due to such breach of such obligations by the Bidder (s) or any person acting on its behalf.
3. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:-
- a) information which, at the time of disclosure to the Bidder(s) was already in the public domain without violation of any provisions of Applicable Law(s); or
 - b) information which, after disclosure to the Bidder(s) becomes publicly available and accessible without violation of Applicable Law(s) or a breach of this Confidentiality Undertaking; or
 - c) information which was, lawfully and without any breach of this Confidentiality Undertaking, in the possession of the Bidder (s) prior to its disclosure, as evidenced by the records of the Bidder(s).
4. The Bidder(s) hereby expressly agrees and acknowledges that the Liquidator makes no representation, warranty or inducement, whether express or implied, as to the accuracy, completeness, authenticity or adequacy of the information (including but not limited to the Confidential Information) provided to the Bidder(s) in the E-Auction Process Information Document / Information Memorandum and Information in the Data Room. The Bidder(s) further agrees and acknowledges that the Liquidator shall not be liable to the Bidder(s) for any damage arising in any way out of the use of the Confidential Information and further that the Bidder(s) shall not have any claim against the Liquidator or the Company in relation to any information provided.

5. The terms of this Confidentiality Undertaking may be modified or waived only by a separate instrument in writing signed by the Bidder(s) and the Liquidator that expressly modifies or waives any such term.
6. Damages may not be an adequate remedy for a breach of this Confidentiality Undertaking and either party may be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this Confidentiality Undertaking.
7. Nothing in this Confidentiality Undertaking shall have the effect of limiting or restricting the liability of the Bidder(s) arising as a result of its fraud or willful default as defined under Applicable Law(s).
8. The undersigned hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Confidentiality Undertaking.
9. This Confidentiality Undertaking and any dispute, claim or obligation arising out of or about it shall be governed by and construed in accordance with Indian laws and the courts and tribunal of Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Confidentiality Undertaking.
10. Capitalized terms not defined under this Confidentiality Undertaking shall have the same meaning as provided in the E-Auction Process Information Document (Sale of Corporate Debtor as a Going Concern).

I further declare that I, the undersigned have full knowledge of the contents provided in this undertaking and have absolute authority to sign this undertaking on behalf of [insert the name of the Bidder (s)].

Signed on behalf of

(Name of Bidder(s))

by Mr.

(Name and Designation) Authorised Signatory

Date:

Place:

Note- In case of consortium, undertaking to be executed by each of the members

ANNEXURE-VI

DETAILS OF THE BIDDER

[Note: In case of joint applicants, the details set out below are to be provided for each of the entities / groups submitting Joint Application]

- I. Name and Address:
 - a) Name of the Firm/Company/Organization:
 - b) Address:
 - c) Telephone No:
 - d) Email:
 - e) PAN/CIN:

- II. Date of Establishment:

- III. Core Area of Expertise:

- IV. Contact Person:
 - a) Name:
 - b) Designation:
 - c) Telephone No:
 - d) Mobile No:
 - e) Email:

- V. Company/FI Profile:
 - a) Financial Profile of the bidder (consolidated / standalone as applicable):

[Note: The Company profile should necessarily include net worth and revenue numbers of the preceding three years. Where the entity submitting the Bid is a financial creditor, please provide details pertaining to 'assets under management' and/or "committed funds' for the preceding five years or the committed funds available as on March 31, 2019, for

investment.]

- b) Names & DIN/PAN of Directors/Partners/Designated Partners including Independent Directors
- c) Experience of the Company in the relevant sector.
- d) Names of key lenders, if any, to the Company or its affiliates
- e) History if any, of the Company or affiliates of the Company being declared a 'willful defaulter', 'non-cooperative borrower', 'non-impaired asset' or 'non- performing asset'.

Any other relevant details which are material to be disclosed to the Liquidator prior to bidding

SIGNATURE AND NAME OF AUTHORISED PERSON

DATE:

PLACE:

ANNEXURE-VII
AFFIDAVIT BY THE APPLICANT

(To be executed on non-judicial stamp paper of appropriate stamp duty value relevant to the place of execution)

I, *[name of the Individual/chairman/managing director/director/authorized person of Bidder, authorized by the Board of the Applicant for giving such affidavit]*, son of [•], aged about [•] years, currently residing at *[Address to be inserted]* and having Aadhaar/ Passport number [•], on behalf of *[name of the Applicant]* having registered office at [], do solemnly affirm and state to the Liquidator of Vandana Vidhyut Limited- In Liquidation that we are eligible under the qualification criteria as required for submission of bid vide Public Announcement dated (Mention Date) as disclosed in the information and under records withus.

I, *[name of the Individual/ chairman/managing director/director/authorized person of Applicant, authorized by the Board of the Applicant for giving such affidavit]*, further acknowledge that I have carefully read the entire document and I am aware of all existing conditions and limitations in relation to the same.

I, *[name of the Individual/ chairman/managing director/director/authorized person of Applicant, authorized by the Board of the Applicant for giving such affidavit]* state that we have attached necessary information requested by the Liquidator. The information furnished by us is true, correct and accurate to the best of our knowledge. Based on this information, we understand that you would be able to evaluate our preliminary proposal in order to pre- qualify for the purpose of bidding.

Solemnly affirmed at [] on the [] day of [] 2021

Before me,

Notary/Oath Commissioner

DEPONENT

VERIFICATION:

I, *[name of the Individual/chairman/managing director/director/authorized person of Sponsor, authorized by the Board of the Sponsor company (in case of a company) for giving such affidavit]*, the deponent above named, on behalf of *[name of the Sponsor]*, currently residing at [], do hereby solemnly state on oath and declare and verify that the contents of the above affidavit are true, correct and complete to the best of my knowledge and nothing material has been concealed therein.

Verified at [], on this the [] day of [] 2021

DEPONENT

ANNEXURE VIII

DESCRIPTION OF THE ASSETS

Unit I: Thermal Power Plant located at Tehsil: Katghora, Korba, Chhattisgarh

Block A

Land

The unit comprises of Leasehold Land admeasuring **644.69 acres in total.**

Building with Shed (Thermal Division):-

Sr.	Particulars	Area (Sq. Ft.)
1.	TG BUILDING G.F.	69832
2.	TG BUILDING F.F.	69832
3.	TG BUILDING S.F.	69832
TURBINE GENERATOR BUILDING SPECIFICATION-RC FOUNDATION, BRICK WALL IN CEMENT MORTAR, R.C.C. SLAB ROOFING, METALIC COATED SHEET FALSE CEILING BELOW RCC SLAB, PARTLY RCC SLAB PLATFORM DONE AT THE HT. OF 20' THEN AT HT. OF 13' , CC IN FLOORING, INDUSTRIAL WIRING, ROLLING SHUTTER PROVIDEDHT. 75		
4.	BOILER SHED 1&2 SPECIFICATION-RC FOOTING/MS STRUCTURE METALLIC COATED SHEET ROOFING ON ANGLE TRUSS, CC IN FLOORING, INDUSTRIAL WIRING, HT. 200'	22204
5.	E S P SPECIFICATION-RC FOOTING/MS STRUCTURE METALLIC COATED SHEET ROOFING ON ANGLE TRUSS, CC IN FLOORING, INDUSTRIAL WIRING, TOTAL HEIGHT 110' HT	32398
6.	E S P CONTROL ROOM G.F.SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MS DOOR AND MS WINDOWS WITH GRILL INDUSTRIAL WIRING, FLOOR 12'	2822
Particulars		Area (Sq. ft)
E S P CONTROL ROOM F.F. SPECIFICATIONS- RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MS DOOR AND MS WINDOWS WITH GRILL INDUSTRIAL WIRING, FLOOR 12'		2822
STORE BUILDING SPECIFICATIONS- RC FOOTING/MS STRUCTURES/METALLIC COATED SHEET ROOFING ON ANGLE TRUSS, BRICK WALL IN CEMENT PLASTER, CC IN FLOORING, INDUSTRIAL WIRING, TOTAL HEIGHT 32'/28'		26896

SWITCH YARD RCC WITH BOUNDARY WALL OPEN YARD WITH STANDARD STRUCTURES FIXES ON RCC COLUMN, FLOORING AND DULT FENCED WITH GI WIRE MESH	537920
SWITCH YARD CTRL ROOM SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, MS DOOR AND MS WINDOWS WITH GRILL AND INDUSTRIAL WIRING, HT 14'	6455
D M PLANT	
CHEMICAL HOUSE SPECIFICATIONS- RCC FOOTING/RCC STRUCTURES/ BRICK WALL IN CEMENT PLASTER, RCC ROOFING, VITRIFIED TILES IN FLOORING MA DOORS AND MS WINDOWS WITH GRILL INDUSTRIAL WIRING, HT 20'	6474
DM PLANT BLD SPECIFICATIONS - RCC FOOTING/ RCC STRUCTURES/ BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MA DOOR AND MS WINDOWS WITH GRILL INDUSTRIAL WIRING, HT 20'	15531
CLARIFICATION SHEED SPECIFICATIONS-RC FOOTING/MS STRUCTURES/METALLIC COATED SHEET ROOFING ON ANGLE TRUSS, BRICK WALL IN CEMENT PLASTER /CC IN FLOORING, INDUSTRIAL WIRING, HEIGHT 14'	2244
CLARIFIED WATER STORAGE TANK (1+2) RCC FRAMED STRUCTURE WITH DEPTH OF 10'	36549

Particulars	Area (Sq.Ft.)
U H RCC	6724
RAW WATER PUMP HOUSE SPECIFICATIONS - RC FOOTING/MS STRUCTURES/METALLIC COATED SHEET ROOFING ON ANGLE TRUSS CC IN FLOORING, INDUSTRIAL WIRING, TOTAL HEIGHT 20'	4716
MCC RAW WATER PUMP HOUSE SPECIFICATIONS- RC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, VITRIFIED TILES IN FLOORING, MS DOOR AND MS WINDOWS WITH GRILL INDUSTRIAL WIRING , HT PF EACH FLOOR 20'	6000
COOLING TOWER-1 RCC STRUCTURES THROUGHOUT, FOUNDATION AND SKIN BOTH HT 25'	23460
COOLING TOWER-2 RCC STRUCTURES THROUGHOUT, FOUNDATION AND SKIN BOTH HT	18032

25'	
ADM BUILDING SPECIFICATIONS- RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, VITRIFIED TILES IN FLOORING, ALUMINIUM GLAZED PARTITION/FLUSHED DOORS /GLAZED WINDOWS AND DOORS/ FALSE CEILING INDUSTRIAL WIRING, HT 12'	8200
GUEST HOUSE SPECIFICATIONS- RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, VITRIFIED TILES IN FLOORING, ALUMINIUM GLAZED PARTITION/ FLUSSED DOORS/GLAZED WINDOWS NAD DOORS/ FALSE CEILING INDUSTRIAL WIRING, HT 14'	1650
STORE ROOM SSPECIFICATIONS- RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MS WINDOWS WITH GRILL INDUSTRIAL WIRING, HT OF EACH FLOOR 12'	225
OLD CANTEEN SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MS DOOR AND MS WINDOWS WITH GRILL INDUSTRIAL WIRING, HT 12'	2800
WEIGH BRIDGE SPECIFICATIONS- RCC FOOTING/MS STRUCTURES/RCC SLAB ROOFING, CEREMIC TILES IN FLOORING, ALUMINIUM GLAZED DOORS AND WINDOWS, CONCEALED WIRING, HEIGHT 12'	756

Building (Thermal Division)

Particulars	Area (Sq. Ft.)
TIME OFFICE/SECURITY BUILDING SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MS DOOR 3 NOS., CONCEALED WIRING, HT 10'	1566
HR TIME OFFICE SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, ANTI CEREMIC TILES IN FLOORING, MS DOOR 6 NOS. AND MS FRAMED WINDOWS WITHN GLASS AND GRILL CONCEALED WIRING, HT 10'	1777
PARKING SPECIFICATIONS-RCC FOOTING/ MS STRUCTURES, METALLIC COATED SHEET ROOFING, OVER ANGLE TRUSSES & PERLINS, CC IN FLOORING, CONCEALED FLOORING, HT 10'	16000
WORKSHOP	

MAIN SHED RCC STRUCTURE, BRICK WALL IN CEMENT PLASTER, ROOFING METALLIC COATED SHEET, ROOF HT. 25' & 30'	23187
LEAN TO MAIN SHED WIP RCC STRUCTURE, BRICK WALL IN CEMENT PLASTER, ROOFING METALLIC COATED SHEET, ROOF HT. 25' & 30'	231587
COAL MILL 1-2	5504
SWITCH GEAR MCC ROOM SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, CC IN FLOORING, MS DOOR AND MS FRAMED WINDOWS WITH GLASS AND GRILL INDUSTRIAL WIRING HT. 12'	1380
ASH HANDLING PLANT	
ASH DISPOSAL PUMP HOUSE SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MS DOOR AND MS FRAMED WINDOWS WITH GLASS AND GRILL INDUSTRIAL WIRING , HT. 20'	7350
ASH PUMP HOUSE/SWITCH GEAR/ MCC ROOM/CONTROL ROOM SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, MS DOOR AND MS FRAMED WINDOWS WITH GLASS AND GRILL INDUSTRIAL WIRING , HT. 20'	5096
ASH WATER PUMP SPECIFICATIONS-RCC FOOTING/RCC STRUCTURES/BRICK WALL IN CEMENT PLASTER, RCC ROOFING, CC IN FLOORING, INDUSTRIAL WIRING, HT. 12'	2254
CW PUMP HOUSE	4323
CW SWITCH GEAR MCC ROOM RCC FOUNDATION, RCC COLUMN STRUCTURE BRICK WALL WITH PLASTER, RCC SLAB ROOFING UP TO 9M HT. & IN TOP GI SHEET ROOFING OVER PIPE SUPPORT, IPS FLOORING, STEEL DOOR, OPEN CONDUIT WIRING ETC. HT. 18M	3948
FUEL OIL PUMP HOUSE	
FUEL TANK	6468
PUMP HOUSE	5346
SWITCHGEAR MCC ROOM	1242
SITE DEVELOPMENT	
LEVELLING AND FILLING +2' (SFT.)	23391720

BBOUNDARY WALL 8000 MTRS	8000
CC ROAD WORK (MTR)	3525
DRAINAGE WORK	2567
Total	

Plant and Machinery (Thermal Division):-

S.No.	Particulars	Qty.
1	Boiler, Turbine& generator And ESP with all Accessories	1 set
a	Turbo generating set is a multi-stage, condensing, 4 uncontrolled Extractions type with inlet steam parameters of 460 TPH,127kg/cm ² At 535 degree C. Electric Generator is 1 X 135 MW, 1KV, Synchronous type.	
i	Generator: Alternator & Exeter of T.G., Cap.135 MW.	
ii	Condensate Extraction Pump and motor	
iii	Main Oil tank(MOT) and Auxiliary Oil Pump with Motor	
iv	L.P. & H.P. Dosing Pump with motor	
v	Hot well Condensed pump with motor	
vi	Emergency oil Pump	
vii	oil Purifier	
viii	low vacuum Dehydration Unit -1 No.	
	Transformer cap-180MVA	
	Make - M/s Harbin Electric Machinery co. Ltd. China	
b	Boiler the steam generator /Boiler capacity-460 TPH with 134kg/cm square high pressure and 540 degree C superheated steam generation parameters, Economizers and air preheated and other Accessories	
i	Boiler Are PFB type, water tube , coal fired typeset complete	
ii	F.D Fan & Motor - 2 NO.	
iii	P.A. Fan & Motor -2 No.	
iv	I.D. Fan & Motor - 2 No.	
v	Deprecator	
vi	Bed Material Lifting Hoist	
vii	Bed material Screen Machine	
viii	Boiler Feed Pump and Motor - 2 No.	
ix	Condenser with Cell, Fan, Gear Box and Motor & Drives.	

	Make - M/s Cethar Ltd.	
C	ESP (Electro Static Precipitator)	
	Transformer Cap - 2 no's * 2 MVA	

S. No.	Particulars	Qty.
2	Coal Handling plant Cap. 800 TPH	L.S.
i	Bucket Elevator, Magnetic Separator, Bag Filter & 800 TPH Coal Crushing	
ii	Crusher, Screens & Reciprocating Feeders, Impactor	
iii	Double Deck Vibrating Screen, Single Roll Crusher	
iv	Conveyor Belt (12 Nos.)	
v	Aluminum Armored & Copper Cable	
vi	Transformer Cap - 2 MVA	
	Make- Shree Conveyor Systems Pvt. Ltd.	
3	Cooling Tower	1 Set
i	Cooling Tower Components, GRP Article , Hub & Blade Ashly, PVC, Turkey Grid Lock, GRP Fan Cylinder, Eliminator, D Pipe & V Bar Etc.	
ii	C.I. Butterfly Valve, Size- 200 MM	
iii	Eliminator With Motor & Adapter Arm Etc.	
iv	Transformer - Cap. - 1.5 MVA	
	Make- Gatcel Turnkey Projects Ltd.	
4	Ash Handling System	1 Set
i	Ash Silo	
ii	Conveyer Belt	
iii	Transformer - Cap. - 2 MV	
	Make- The Indure Pvt. Ltd.	
5	Compressed Air System (Supply)	1 Set
	Make- Gatlas Copco (India) Ltd.	
6	CW/RW Chlorination & Chemical Dosing System	1 Set
	Make - Capital Controls India Pvt. Ltd.	
7	EOT Crane 60/20 Ton Capacity	1 Set
	Make - Saico Cranes Pvt. Ltd.	
8	Vibration Isolation System for TG Foundation & Ring Granulator	1 Set
	Make- Gerb Vibration Control System P. Ltd.	
9	Drain Pumps, HFO, & LDO Unloading Pumps	1 Set
	Make- UT Pumps & Systems Pvt. Ltd.	
10	Side Stream Filtration Plant	1 Set
	Make - U T Pumps & Systems Pvt. Ltd.	
11	Fire Detection & Fire Fighting System	1 Set
	Make - Thermo Systems Pvt. Ltd.	

12	CW/ACW pumps/Raw Water Pumps	1 Set
	Make- Jyoti Limited	

S. No	Phase-2 (CAP.-1X135 MW) Particulars	Qty
	PHASE - II (CAP-1 X 135 MW)	
1	Boiler, Turbine & generator and ESP with all accessories	1 set
a	Turbo-Generating set is a multi-stage, condensing, 4 uncontrolled extractions type with inlet steam Parameters of 460 TPH, 127 kg/cm ² g at 535oC. Electric Generator is 1 X 135 MW, 11 KV, Synchronous type.	
i)	Generator: Alternator & Exciter of T.G, Cap 135 MW.	
ii	Condensate Extraction Pump & Motor	
iii	Main oil tank (MOT) and Auxiliary Oil Pump with Motor	
iv	L.P & H.P Dosing Pump with motor	
v	Hot well condensate pump with motor	
vi	Emergency oil Pump	
vii	Oil Purifier	
viii	Low Vacuum Dehydration Unit -1 No.	
ix	Transformer Cap. - 180 MVA	
	Make - Harbin Electric Machinery Co. Ltd China	
b	Boiler the steam generator /boiler capacity - 460 TPH with 134 kg/cm ² g high pressure and 540oC Superheated Steam Generation Parameters, Economizer & air Preheated and other accessories	
i	Boilers are PFB type, Water tube, Coal fired typeset complete	
ii	F.D Fan & Motor - 2No.	
iii	P.A Fan & Motor - 2No.	
iv	I.D Fan & Motor - 2 No.	
v	Deprecator	
vi	Bed Material Lifting Hoist	
vii	Bed Material Screen Machine	
viii	Boiler Feed Pump and Motor & Drives	
ix	Condenser with cell, fan, gear box and motor & drives	
	Make- M/s Cethar Ltd.	
c	ESP (Electro Static Precipitator)	
V	Transformer Cap. - 2 Nos. X 2 MVA	

S. No.	Phase-2 (CAP.-1X135 MW) Particulars	Qty
2	Coal Handling plant Cap. 800 TPH	L.S
i	Bucket Elevator, Magnetic Separator, Bag Filter & 800 TPH Coal	

	Crushing	
ii	Crusher, Screens & Reciprocating Feeders, Impactor	
iii	Double Deck Vibrating Screen, Single Roll Crusher	
iv	Conveyer Belt (12 Nos.)	
v	Aluminum Armored & Copper Cable	
vi	Transformer - Cap. - 2 MVA	
	Make - Shree Conveyor Systems Pvt. Ltd.	
3	Cooling Tower	1 Set
i	Cooling Tower Components, GRP Article, Hub & Blade Ashly, PVC, Turkey Grid Lock, GRP Fan Cylinder, Eliminator, D Pipe & V Bar Etc.	
ii	C.I. Butterfly Valve, Size - 200 MM	
iii	Eliminator With Motor & Adaptor ARM Etc.	
iv	Transformer - Cap. 1.5 MVA	
	Make - Gectel Turnkey Project Ltd.	
4	Ash Handling System	1 Set
i	Ash Silo	
ii	Conveyer Belt	
iii	Transformer - Cap. 2 MVA	
	Make - The Indure Pvt Ltd.	
5	Compressed Air System (Supply) Make - Gatlas Copco (India) Ltd.	1 Set
6	CW/RW Chlorination & Chemical Dosing System Make - Capital Controls India Pvt. Ltd.	1 Set
7	EOT Crane 60/20 Ton Capacity Make - Saico Cranes Pvt. Ltd.	1 Set
S. No.	Phase-2 (CAP.-1X135 MW) Particulars	Qty
8	Vibration Isolation System For TG Foundation & Ring Granulators Make - GERB Vibration Controls System P. Ltd.	1 Set
9	Drain Pumps, HFO & LDO Unloading Pumps Make - U T Pumps & Systems Pvt. Ltd.	1 Set
10	Side Stream Filtration Plant Make - Otoklin Global Business Ltd.	1 Set
11	Fire Detection & Fire Fighting Systems Make - Thermo Systems Pvt. Ltd.	1 Set
12	CW/ACW pumps/ Raw Water Pumps Make - Jyoti Limited	1 Set

S. No.	Phase-1 & 2 (CAP.-1X135 MW) Particulars	Qty.
III	BOTH PHASES - I & II (TOTAL CAP. - 2X135 MW)	
1	Electrical Installation With Switch Yards	L.S.
i	400 KV Switch Yard, FOR Station Transformers Cap. 140 MVA and Auxiliary transformer Cap. 125 MVA, 66 KVA/ 44 Volt Transformers Cap. 4 No. X 2 MVA and 3 Nos. X 1 MVA	
	Make - AREVA	
ii	HT Switchgear & ATB Panels	
	415 VLT Switchgear & Cabling Package (E & c)	
	Make - L & T Limited	
iii	220 V DC Battery & Battery Charger	
	Make - HBL Power Systems Ltd. Hyderabad	
iv	13.8 KV IPBD & 6.6 KV SPBD, L T bus Duct	
	Make - C & S Electric ltd.	
v	Station Lighting	
	Make - L & T Limited, Kolkata	
vi	Associated Items For A.C. Systems	
	Make - Volras Limited	
vii	Maintenance & Calibration, Electrical Laboratory	
	Make - The Tinsely Group lyd.	
viii	HT/LT Power Cables	
	Make - Polycab	
ix	PCC Panel	
x	MCC Panel	
xi	PLC & Instrumentation	
xii	Electrical Motors	
xiii	DC Drives & Motor	
xiv	AC Drives	

S. No.	Phase-1 & 2 (CAP.-1X135 MW) Particulars	Qty.
2	Chemical Laboratories Equipment	L.S.
i	Muffle Furnace	
ii	Hot Air Oven	
iii	Hot Plate	
iv	Digital Balance	
v	Dona Balance	
vi	Physical Balance	

vii	Stolen Balance	
viii	Combustion Furnace	
ix	Polishing Machine	
x	Tubular Index	
xi	Bench Grinder	
xii	Spectrometer	
xiii	Sat Megan	
xiv	Oxygen Cylinder	
xv	Argon Cylinder	
xvi	Sieves	
xvii	Hand Magnet	
xviii	Sample Scoops	
xix	Magnetic Stirrer	
xx	Water tray	
	Weighing Box	
	Desiccator	
	Stabilizer	
	LECO Analyzer	
	Make - Orbit Technologies Pvt. Ltd	
3	RCC Chimney for both phase HT 220M	1 set
	Make - Gannon Dunkerley & Co Ltd	
4	D M Plant , Pretreatment plant and Future D M Plant (Cap 3 x 50 CUM) with all accessories	L.S.
	DMF (Duel Media Filter) Tank	
	ACF (Activate Carbon Filter) tank	
	SAC (Strong Acid Citation) Tank	
	Digester Tank with Blower	
	SBA (Strong Based Anion)	
	MB (Mixed Bed)	
	UMT (Ultra Mediate Storage Tank)	
	Storage Tank (Cap 3 x 500 CUM)	
	transformer - cap 2 x 1.5MVA	
	Make- ION Exchange (India) Limited	