

REQUEST FOR PROPOSAL



NTPC GREEN ENERGY LIMITED
(A WHOLLY OWNED SUBSIDIARY OF NTPC LIMITED)

CONTRACTS SERVICES

REQUEST FOR PROPOSAL (RFP)

FOR

ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS (BRLMS) FOR LISTING OF NTPC GREEN ENERGY LIMITED (NGEL) THROUGH AN INITIAL PUBLIC OFFER TO RAISE FUNDS THROUGH ISSUE OF FRESH EQUITY SHARES IN THE DOMESTIC MARKET

RFP/Tender Reference No.: NTPC/NGEL/9900273382

Date: 24.01.2024

Tender ID: 2024_NGEL_83441_1

1.0 NTPC Green Energy Limited (NGEL), invites proposals/bids from reputed Category-I Merchant Bankers registered with SEBI having a valid certificate; either singly or as a consortium, with experience and expertise in public offerings in capital market; to act as Book Running Lead Manager (BRLM) and to assist and advise NGEL in the process.

The Certificate of Registration with SEBI should remain valid till the completion of all activities relating to “Initial Public Offer”.

2.0 Responsibilities of Book Running-Lead Managers (BRLMs) and Accountability:

The detailed Responsibilities of Book Running-Lead Managers (BRLMs) and Accountability are as defined in the Request for Proposal (RFP)/Tender document.

3.0 Request for Proposal (RFP)/Tender document may be downloaded from [NTPC Limited eProcurement Portal \(https://eprocurementnpc.nic.in/nicgep/app\)](https://eprocurementnpc.nic.in/nicgep/app)

4.0 Detailed Request for Proposal (RFP) available for examination and downloading at e-tender portal (as specified in this notice) and as per the following schedule:

Tender ID	2024_NGEL_83441_1
Publish Date	24.01.2024 (06:00 PM)
Bid Document Download/Sale Start Date	24.01.2024 (06:00 PM)
Online Clarification Start Date	24.01.2024 (06:00 PM)
Bid Submission Start Date	24.01.2024 (06:00 PM)

Engagement Of Book Running Lead Managers (BRLMS) For Listing Of NTPC Green Energy Limited (NGEL) Through An Initial Public Offer To Raise Funds Through Issue Of Fresh Equity Shares In The Domestic Market
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Pre Bid Meeting Date	02.02.2024 (04:00 PM)
Online Clarification End Date	03.02.2024 (06:00 PM)
NDA / Prequalification Closing Date	12.02.2024 (05:00 PM)
NDA / Prequalification Approval End Date	13.02.2024 (06:00 PM)
Bid Document Download/Sale End Date	15.02.2024 (03:00 PM)
Bid Submission End Date	15.02.2024 (03:00 PM)
Bid Opening Date	16.02.2024 (03:00 PM)
Cost of Bidding Documents in INR	Not Applicable

No Queries from Bidders, whatsoever, shall be entertained by NGEL beyond the last date of receipt of Queries/ Pre-Bid Conference as specified above.

5.0 Bid Security (Earnest Money Deposit (EMD)): Not Applicable

6.0 Eligibility Criteria: As defined in the Request for Proposal (RFP)/Tender document

7.0 NGEL reserves the right to reject any or all proposals/bids or cancel/ withdraw the Invitation for Proposal without assigning any reason whatsoever and in such case no bidder/ intending bidder shall have any claim arising out of such action.

8.0 Interested parties are required to enroll on the e-Procurement module of the [NTPC Limited eProcurement Portal \(https://eprocurementtpc.nic.in/nicgep/app\)](https://eprocurementtpc.nic.in/nicgep/app) by clicking on the link "Online bidder Enrollment" on the NTPC Limited eProcurement Portal which is free of charge (if not already registered).

8.0 (b) Non-Disclosure Agreement (NDA) on NTPC e-Procurement Portal:

- i) Bidder shall download the NDA format from NTPC e-Procurement Portal and upload scanned copy of duly signed NDA under company seal or digitally signed copy of the NDA. This is a mandatory step to be carried out before downloading Bidding Documents.
- ii) The submission of NDA must be done on NTPC e-Procurement Portal within the 'NDA/ Prequalification Closing Date' as indicated on the Portal.
- iii) **NGEL shall verify the submitted NDA and authorize the bidder to download the Bidding/RFP Documents for further needful.**
- iv) The bidder who upload scanned copy of duly signed NDA shall submit original hard copy of the NDA to the Tender Inviting Authority and the bidders who uploaded the digitally signed copy of the NDA shall email the digitally signed copy of the NDA to the tender inviting authority.

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9.1 Issuance of RFP/Tender Documents to any Bidder shall not construe that such Bidder is considered to be qualified. The bids/proposals shall be submitted online.

9.2 After registration with NTPC Limited eProcurement Portal and submission of **Non-Disclosure Agreement (NDA)** as above, a complete set of RFP Documents may be downloaded by any interested Bidder from [NTPC Limited eProcurement Portal \(https://eprocentpc.nic.in/nicgep/app\)](https://eprocentpc.nic.in/nicgep/app) with Tender ID **2024_NGEL_83441_1**.

Note: No hard copy of Bidding Documents shall be issued.

10.0 Transfer of RFP Documents purchased by one intending Bidder to another is not permissible.

11.0 ADDRESS FOR COMMUNICATION

Nitin Jaiswal / Krishna M Goyal
Deputy General Manager
Finance Department / Contract
NTPC Green Energy Limited
NETRA Building
E-3, Ecotech-II, Udyog Vihar, Greater Noida
Gautam Buddha Nagar, Uttar Pradesh, India, Pin – 201306
Telephone No. +91-9650992659 / 9413354964,
E-Mail: nitinjaiswal@ntpc.co.in / kmgoyal01@ntpc.co.in

Corporate Identification Number: U40100DL2022GOI396282, Website: www.ntpc.co.in

ENGAGEMENT OF BOOK RUNNING LEAD MANAGERS (BRLMs) FOR LISTING OF NTPC GREEN ENERGY LIMITED (NGEL) THROUGH AN INITIAL PUBLIC OFFER TO RAISE FUNDS THROUGH ISSUE OF FRESH EQUITY SHARES IN THE DOMESTIC MARKET

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is executed as of _____ ("effective date") by and between: _____, a _____, having its office at _____ (hereinafter referred to as the "Receiving Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); and NTPC Green Energy Limited (NGEL), a company registered under the Companies Act, 2013 and having its Registered Office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the "Disclosing Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

Each of the Receiving Party and Disclosing Party are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. Pursuant to the Request for Proposal uploaded online on [_____] the Receiving Party has by letter of engagement issued _____ and accepted on _____ been appointed by NGEL as [Book Running Lead Manager], to [_____] ("Proposed Transaction"). In this regard, NGEL has instructed the Receiving Party to enter into this Agreement with the Disclosing Party wherein the Disclosing Party will be sharing with the Receiving Party certain Confidential Information (defined below) ("Purpose").
- B. In light of the above, the Parties are entering into this Agreement to record their understanding concerning the disclosure by the Disclosing Party to the Receiving Party of information that is deemed proprietary or confidential by the Disclosing Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

“Applicable Law (s)” means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations, directions, notices, guidelines and circulars of any Indian governmental authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;

“Authorized Persons” shall mean concerning each Party, the directors, officers, employees, agents or advisors (including, without limitation, Subject Matter Experts, attorneys, accountants, consultants, bankers and financial advisors) and controlling persons of such Party; and

“Confidential Information” means the confidential, commercial, financial, legal, marketing, business and all other information of whatever nature and in any form relating to the Disclosing Party or its respective businesses or any documents of government authorities in connection with this Agreement including the fact of receiving or requesting such documents or information (whether written or oral, in any form or medium), given/disseminated by the Disclosing Party to the Receiving Party, and any communication between the Parties and/or their Authorized Persons.

1.2 In this Agreement (unless the context requires otherwise):

1.2.1 The terms “hereof”, “herein”, “hereby”, “hereto”, “hereunder” and derivative or similar words refer to this entire Agreement;

1.2.2 Heading, sub-headings and bold typeface are only for convenience and shall be ignored for interpretation;

- 1.2.3 Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law;
- 1.2.4 Words importing the singular include the plural and vice-versa; and
- 1.2.5 Any reference to this Agreement or other document shall include all amendments, changes and/or modifications made to this Agreement or such other document in accordance with the provisions hereof or thereof.

2. Obligations of the Receiving Party

- 2.1 The Receiving Party hereby agrees and undertakes that it:
 - 2.1.1 shall keep the Confidential Information confidential subject to the terms and conditions of this Agreement;
 - 2.1.2 shall take all necessary and reasonable actions to maintain the confidentiality of the Confidential Information disclosed to it by the Disclosing Party;
 - 2.1.3 shall not disclose to any third party the facts and any such information which has been made available to it without the prior written consent of the Disclosing Party.;
 - 2.1.4 shall not use the Confidential Information or any part of it for any purpose other than restricted to the intended purposes by the Disclosing Party;
 - 2.1.5 shall not make any copies or make any summaries or transcripts of the whole or any part of the Confidential Information unless required for this Agreement or unless permitted in writing by the Disclosing Party;
 - 2.1.6 shall notify the Disclosing Party immediately, if it becomes aware that any Confidential Information has been disclosed to or is in the possession of any person who is not an Authorized Person;

- 2.1.7 shall handover to an Authorized Person of the Disclosing Party and/or destroy and delete, as the case may be, any records of whatsoever nature in the possession, custody or control of the Receiving Party which contain any Confidential Information or which are produced or received by the Receiving Party in connection with the Confidential Information from the Disclosing Party upon fulfilment of the Purpose of this Agreement and not later than 7(seven) days from the date of written demand from the Disclosing Party. Provided, however, that Receiving Party may retain the Confidential Information as is necessary to enable it to comply with any Applicable Law;
- 2.1.8 shall not use the Confidential Information to the competitive disadvantage of the Disclosing Party; and
- 2.1.9 holds the Disclosing Party harmless and indemnified from any direct liability, direct damage, direct loss, reasonable cost or expense (including any reasonable attorney's fees) incurred or suffered by the Disclosing Party on account of the proven breach of any provision of this Agreement by the Receiving Party; provided, however, that the total liability of the Receiving Party to the Disclosing Party for the Proposed Transaction and/or this Agreement shall under no circumstances exceed the fees received by the Receiving Party in connection with the Proposed Transaction, except in the event of wilful misconduct or gross negligence by the Receiving Party.
- 2.2 The Receiving Party shall not be liable for release or disclosure of, and the confidentiality obligations under this Agreement shall not apply to, any Confidential Information that:
- 2.2.1 is required to be disclosed by any Applicable Law or any governmental or other regulatory, administrative or judicial authority of any country, provided that, to the extent legally permitted, the Receiving Party provides the Disclosing Party a prior written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedies;
- 2.2.2 at the time of its disclosure is within the public domain.

2.2.3 is or becomes part of the public knowledge by publication or otherwise than by breach or default of the Receiving Party; or

2.2.4 is approved in writing for public release by the Disclosing Party.

2.3 If any portion of any Confidential Information falls under one or more of the exceptions as set out in Clause 2.2 above, the remaining part/portion of the Confidential Information shall continue to be subject to the prohibitions and restrictions as set out in this Agreement

3. Ownership, Sharing, and Return of Confidential Information

3.1 All Confidential Information shall be deemed to be (and all copies thereof or of any part or parts thereof shall become upon the creation thereof) and shall remain the property of the Disclosing Party.

3.2 Notwithstanding anything contained in Clause 2 of this Agreement, the Receiving Party shall be able to share Confidential Information with NGEL, its professional and/or legal advisors, Authorized Persons or any other entity authorized by NGEL solely for the purpose of this Agreement. Confidential Information that constitutes unpublished price sensitive information will be identified by the Disclosing Party as “unpublished price sensitive information” as defined in the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (as amended). Provided further that Confidential Information identified as “unpublished price sensitive information” by the Disclosing Party may be shared with the aforementioned persons if the Disclosing Party consents to such sharing and informs the Receiving Party (ies) that such information can be shared with the aforementioned persons as per Applicable Law. Upon fulfilment of the Purpose and not later than 7 (seven) days from the date of written demand from the Disclosing Party, the Receiving Party shall return to the Disclosing Party or erase, delete and destroy all the Confidential Information and records or materials related thereto, which are in possession of the Receiving Party, as the case may be, provided however that Receiving Party may retain the Confidential Information as is necessary to enable it to be in compliance with any Applicable Law.

4. Governing Laws and Settlement of Dispute

This Agreement, including but not limited to any dispute or claim relating to this Agreement or the rights of the Parties, shall be governed by and construed in accordance with the laws of India. Both the Parties agree to submit to the exclusive jurisdiction of the courts at New Delhi, India for disputes arising out of this Agreement.

5. Counterparts

This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

6. Term

This Agreement including the confidentiality obligations contained herein shall survive for 3 (three) years of: (a) closing of the Proposed Transaction; or (b) the date on which it is determined that the Proposed Transaction will not be consummated, whichever is later.

The Parties hereto have entered into this Agreement the day and year first above written:

For and on behalf of:

BRLMs

Name:

Designation:

For and on behalf of:

NGEL

Name:

Designation: